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, JUNE 23, 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

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)

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 - 5/31/26 - 6/06/26 **26-1009**

2. AUDITOR'S CLAIMS **26-1010**

a) Court Operations, 2017-53230, Kent Caruso, Ph. D, $1,400.00

3. PROBATION **26-1011**

a) TRANSFER OF FUNDS: PROBATION, B-83 - From DRC Extra Help (2035-51011), $5,000, to DRC Standby (2035-5101014) $5,000 **(Requires a 4/5's vote)**

4. PROBATION **26-1086**

a) TRANSFER OF FUNDS: PROBATION, B-85 - From CalAIM (2036-4505724) to Contingency (2002-59000) $42,073; and from Contingency (2002-59000) to Equipment (2036-57600) $35,879 and Maintenance of Equipment (2036-53170) $6,194 for the purchase of a Live Scan machine **(Requires a 4/5's vote)**

5. PROBATION **26-1061**

a) AGREEMENT- Approval and authorization for the Chief Probation Officer to sign the Memorandum of Understanding with the Tehama County Department of Education for the provision of increased Juvenile Justice Center instructional and special educational services in the maximum amount of $120,000 effective 7/1/25 through 6/30/28

6. AUDITOR-CONTROLLER **26-1085**

a) AGREEMENT - Request approval for the Auditor-Controller to sign Amendment No.1 to Agreement Number 2023-208 with Superion, LLC a CentralSquare Technologies company for the purpose of providing financial software with hosted

services and to add Administrative Consulting and assistance with Cognos report writing, increasing the not to exceed maximum compensation to $394,718.75, effective 6/13/2023 and shall terminate in five (5) years *(Subject to receipt of required insurance documentation)*

7. SOCIAL SERVICES / COUNTY COUNSEL **26-0998**

a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee and County Counsel to sign the Interagency Memorandum of Understanding to provide legal services involving Welfare and Institutions Code 300 cases; with a maximum compensation not to exceed $328,324 effective 7/1/26 and shall terminate 6/30/27.

8. SHERIFF / PERSONNEL **26-1023**

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Sheriff's Animal Regulation Officer, Range 19, Step 2, upon successful completion of all pre-employment requirements

9. HEALTH SERVICES AGENCY **26-1064**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Aegis Treatment Centers for the purpose of narcotic replacement therapy, with the maximum compensation not to exceed $1,600,000 per fiscal year, effective 7/1/26 and shall terminate 6/30/29

10. HEALTH SERVICES AGENCY / PUBLIC HEALTH **26-1031**

a) APPLICATION - Request confirmation of submission of an application and all related documents submitted by the Health Services Agency for the California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) TB Local Assistance Funding application for FY 26/27, for the purpose of Tuberculosis control efforts in the anticipated amount of $5,752, effective 7/1/26 through 6/30/27

11. HEALTH SERVICES AGENCY / DRUG & ALCOHOL **26-1038**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Visions of the Cross, Inc. (VOTC), for the purpose of providing residential treatment services, residential intensive outpatient treatment, and related services for the treatment of substance use disorders, with the maximum compensation not to exceed $230,000 per fiscal year, and a total maximum compensation not to exceed $690,000, effective 7/1/26 and shall terminate 6/30/29

12. HEALTH SERVICES AGENCY / MENTAL HEALTH **26-1080**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Housing Tools for the purpose of assisting with the Permanent Local Housing Allocation (PLHA) grant administration for Tehama County and the Cities of Red Bluff and Tehama, as well as assistance with the Homeless Housing Assistance and Prevention (HHAP) program, with a maximum compensation not to exceed $120,940, effective 7/1/26 through 6/30/29

13. HEALTH SERVICES AGENCY / MENTAL HEALTH **26-1081**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Beth Jones for the provision of patients' rights advocacy and consulting services, with the maximum compensation payable not to exceed $120,000, effective 7/1/26 and shall terminate 6/30/28 *(Subject to receipt of required insurance documentation)*

14. HEALTH SERVICES AGENCY / MENTAL HEALTH **26-1082**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign Amendment No. 1 to Misc. Agreement 2024-196 with Casa Serenity, LLC for the purpose of providing licensed residential care services to certain mentally ill adult residents of Tehama County, thereby amending Exhibit C to update the rates for Fiscal Year 26/27, with the total maximum compensation not to exceed $1,500,000, effective 7/1/24 and shall terminate 6/30/27

15. HEALTH SERVICES AGENCY / MENTAL HEALTH **26-1083**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with The Sail House, Inc. for the purpose of providing licensed long-term residential care services to certain mentally ill adults with total maximum compensation not to exceed $575,000, effective 7/1/26 and shall terminate 6/30/28

16. HEALTH SERVICES AGENCY / ADMINISTRATION / PUBLIC HEALTH **26-1055**

a) AGREEMENT - Request approval and authorization for the Tehama County Health Services Agency (TCHSA) Interim Executive Director to sign the California Children's Services (CCS) Whole Child Model (WCM) Program 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

b) AGREEMENT - Request approval and authorization for the Tehama County Health Services Agency (TCHSA) Interim Executive Director to sign the Local Health Department (LHD) 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

c) AGREEMENT - Request approval and authorization for the Tehama County Health Services Agency (TCHSA) Interim Executive Director to sign the Women, Infants & Children (WIC) 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

17. HEALTH SERVICES AGENCY / ANIMAL SERVICES / AGRICULTURE / **26-1079**

ENVIRONMENTAL HEALTH / SHERIFF / PARKS

a) AGREEMENT - Request approval and authorization for the Interim Executive Director of Health Services Agency and other Department heads to sign the Agreement with Butte County, through its Department of Public Health, for public health laboratory testing services to be utilized by various County Departments, with a maximum compensation not to exceed $20,000, effective 7/1/26 and shall terminate on 6/30/29

18. PUBLIC WORKS DEPARTMENT / PURCHASING 26-0999

a) Request approval of the following bidders list for the "Transportation Cost-Based Bid for RoadMaterials"; and further authorize the Purchasing Agent to make purchases from the list pursuant to established procedures, with the approximate combined total of 20,050 tons:

1) Tehama Asphalt for the following products:
   a) Cold Mix Asphalt in the amount of $135.63 per ton
   b) Asphalt Concrete ½" PG64-10 in the amount of $95.48 per ton

2) Tullis Inc. for the following products:
   a) Class II Crushed Aggregate Base ¾" in the amount of $13.94 per ton
   b) Class 2 RSP Rock Material in the amount of $32.18 per ton
   c) Cold Mix Asphalt in the amount of $134.06 per ton
   d) Asphalt Concrete ½" PG64-10 in the amount of $80.44 per ton
   e) ¼ Ton Rip Rap in the amount of $32.18 per ton

3) Lepage Company Inc for the following products:
   a) Class 2 RSP Rock Material in the amount of $39.68 per ton
   b) ¼ Ton Rip Rap in the amount of $37.00 per ton

4) Knife River Construction -Orland for the following products:
   a) Asphalt Concrete ½" PG64-10 in the amount of $90.09

5) Knife River Construction - Chico for the following products:
   a) Asphalt Concrete ½" PG64-10 in the amount of $127.19

6) Thomes Creek Rock for the following product:
   a) Class II Crushed Aggregate in the amount of $15.55

19. ADMINISTRATION 26-0795

a) Declare the following vehicles to be surplus County property:
   1) SHERIFF - 2017 Ford Interceptor SUV, VIN 1FM5K8AR8HGA24329, County Inventory #31516, Stock #587
   2) SHERIFF - 2017 Ford Interceptor SUV, VIN 1FM5K8AR2GGC61901, County Inventory #31500, Stock #940

b) Request authorization for Trindel to dispose of the property in the manner that provides the highest possible return to the County

REGULAR AGENDA

20. HEALTH SERVICES AGENCY / SHERIFF / PROBATION / ENVIRONMENTAL HEALTH - Health Services Agency Interim Executive Director Michelle Schmidt 26-1117

a) Request approval and authorization for the Health Services Agency Interim Executive Director, Sheriff, Chief of Probation, and Environmental Health Director to sign and submit letters of support for the Tehama County Continuum of Care Encampment Resolution Funding (ERF) Round 5 Applications to be submitted by Tehama County Continuum of Care (Tehama CoC)

21. HEALTH SERVICES AGENCY / MENTAL HEALTH - Interim Executive Director Michelle Schmidt and Mental Health Services Act Coordinator Travis Lyon 26-1063

a) INFORMATIONAL PRESENTATION - Behavioral Health Services Act (BHSA) Integrated Plan (IP), Fiscal Years (FY) 2026-2029

b) Request approval by the Board of Supervisors for the Behavioral Health Services Act (BHSA) Integrated Plan (IP), Fiscal Years (FY) 2026-2029

c) Request authorization for the Tehama County Health Services Agency (TCHSA) Behavioral Health Director to make non-substantive revisions to the IP if further revisions are requested by the Department of Health Care Services (DHCS)

10:00 A.M.

22. PERSONNEL - Personnel Director Coral Ferrin 26-0880

a) INFORMATIONAL PRESENTATION - Regarding County of Tehama vacancies, recruitment and retention efforts

b) PUBLIC HEARING - Conduct a public hearing in compliance with Assembly Bill (AB 2561), codified in Government Code section 3502.3

c) Request to accept the status of County of Tehama vacancies, recruitment and retention efforts as presented

RECESS to convene as the Tehama County Air Pollution Control District

23. AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona 26-0979

a) RESOLUTION / AGREEMENT - Request adoption of a Resolution confirming and authorizing the Air Pollution Control Officer to sign the California Air Resources Board Quality Assurance Review of Point Source Emissions Data Grant Agreement #G25-EIDG-31 for the purpose of reviewing and updating data currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database in an amount up to $8,583, effective 5/31/26 and terminates 5/1/27

ADJOURN to reconvene as the Tehama County Board of Supervisors

24. ADMINISTRATION / DISTRICT ATTORNEY / FACILITIES MAINTENANCE - Facilities Maintenance Director Levi Conner **26-1108**

a) TRANSFER OF FUNDS: FACILITIES MAINTENANCE, B-87 - From Contingency (1109-59000), $27,153.44, to Improvement & Structures (1074-57500), $27,153.44 **(Requires a 4/5's vote)**

25. DISTRICT ATTORNEY - District Attorney Matthew D. Rogers **26-1094**

a) TRANSFER OF FUNDS: DISTRICT ATTORNEY, B-86 - From State OCJP CalEMA funds (2011-450563), $4,000, to Contingency (1109-59000), $4,000; from Contingency (1109-59000), $4,000, to Travel Expenditures (2011-53290), $4,000 **(Requires a 4/5's vote)**

26. AUDITOR-CONTROLLER - Auditor-Controller Krista Peterson **26-1034**

a) TRANSFER OF FUNDS - Request authorization of Blanket Transfer B-84, as necessary for year-end budget and revenue adjustments **(Requires a 4/5's vote)**

27. AUDITOR-CONTROLLER - Auditor-Controller Krista Peterson **26-1084**

a) AGREEMENT - Request approval and authorization for the Chair to sign the Agreement with Sky View County Water District for enrollment of special taxes, fees, and assessments at the current calculated rate per parcel, effective FY 26/27 and will continue until terminated as provided herein

28. SOCIAL SERVICES - Director Bekkie F. Emery **26-1072**

a) AGREEMENT - Request approval and authorization for the Social Services Director, or her Designee to sign the Microsoft Affiliate Registration Form and the Microsoft Enterprise Enrollment Form for the acquisition of Microsoft O365, with a maximum compensation not to exceed $265,000 effective 5/13/26 and terminates 5/14/29

29. SOCIAL SERVICES - Director Bekkie F. Emery **26-1073**

a) AGREEMENT - Request approval and authorization for the Social Services Director, or her Designee to sign the agreement with Computers for Classrooms for the purpose of picking up and processing surplus technology to reissue to consumers, donate to community programs, and recycle unused materials effective 7/1/26 and shall terminate 6/30/29

b) Request to adopt the finding that it is in the best interest of the public to donate miscellaneous surplus technology items with little to no value, rather than sell or recycle the items ourselves

30. SHERIFF'S OFFICE - Sheriff Dave Kain **26-1027**

a) AGREEMENT - Request approval and authorization for the Sheriff to sign the Agreement with Express Services Inc. DBA Express Employment Professionals, for the purpose of providing temporary employees, for the rates as set forth in Exhibit "B", with maximum compensation not to exceed $125,000, effective on 7/6/26 and shall

terminate 6/30/27

31. ADMINISTRATION / BUDGET FY 25-26 - Administrative Fiscal Manager Orepa Mamea 26-1104

a) TRANSFER OF FUNDS: B-88 - Request approval and authorization from the Chair to allow the Fiscal Manager to make the following budget corrections for FY 2025-26

32. ADMINISTRATION / COUNTY RECOMMENDED BUDGET FISCAL YEAR 2026/27 - Administrative Fiscal Manager Orepa Mamea 26-1124

a) Presentation of FY 2026-27 Recommended Budget

b) Request approval of the FY 2026-27 Recommended Budget

c) RESOLUTION - Request adoption of the Resolution amending Resolution No. 2025-074. The FY 2025-26 Position Allocation List (PAL) as detailed in 'Summary - Revision to the Position Allocation List'

33. PUBLIC WORKS / Interim Director Tom Provine 26-1007

a) INFORMATIONAL PRESENTATION - Presentation regarding the County of Tehama's list of projects for Fiscal Year 26/27 funded by Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017

b) RESOLUTION - Request adoption of a Resolution amending the FY 26/27 budget to incorporate a list of projects funded by SB1: The Road Repair and Accountability Act

34. PUBLIC WORKS / PERSONNEL - Interim Director Tom Provine 26-1056

a) OTHER THAN "A" STEP - Request approval to appoint the candidate as an Accounting Technician III at Salary Range 26, Step E, effective 6/28/26 or upon successful completion of all pre-employment requirements

RECESS to convene as the Tehama County Sanitation District No. 1

35. TEHAMA COUNTY SANITATION DISTRICT 1 - Interim Director Tom Provine 26-1078

a) NOTICE OF COMPLETION - Request approval for the Chair to sign the Notice of Completion for the Mineral Sanitation District Sewer Rehabilitation Project as contracted by Outback Construction Inc

ADJOURN to reconvene as the Tehama County Board of Supervisors

36. DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES - Chief Administrator Gabriel Hydrick 26-0933

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as Animal Care Attendant, Range 10, Step E, effective 6/16/26, or upon successful completion of all pre-employment requirements

37. DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES - Chief Administrator Gabriel Hydrick 26-1036

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as Animal Services Coordinator, Range 20, Step D, effective 6/30/26, or upon successful completion of all pre-employment requirements

38. BOARD OF SUPERVISORS **26-1107**

a) ORDINANCE - Request the adoption of an Ordinance extending just cause eviction and rent stabilization protections to tenants residing in mobile home parks within the unincorporated areas of Tehama County

1) Waive the first reading
2) Accept the introduction

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.

39. CLOSED SESSION **26-1016**

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Management Employees Association

40. CLOSED SESSION **26-1019**

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Deputy Sheriff’s Association

41. CLOSED SESSION **26-1020**

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Peace Officers Association

42. CLOSED SESSION **26-1021**

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

43. CLOSED SESSION **26-1092**

a) Liability Claims Pursuant to Government Code 54956.95
Claimant: Emily Cain
Agency claimed against: Tehama County

44. CLOSED SESSION **26-1095**

a) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Case Name: Bline. v. County of Tehama; Worker's Compensation Appeals Board Case No. ADJ13052954, ADJ15229447, and ADJ15972442.

45. CLOSED SESSION **26-1109**

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

Title: Part 1 of the Chief Probation Officer Annual Performance Evaluation Process

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 #: 26-1009 **Agenda Date:** 6/23/2026 **Agenda #:** 1.

GENERAL WARRANT REGISTER - 5/31/26 - 6/06/26

Requested Action(s)

Financial Impact:
As Listed.

Background Information:
Click here to enter Background Info.

Tehama County

TEBK400 - Check Register

Issue Dates between May 31, 2026 and Jun 6, 2026

Report Generated on: **Jun 8, 2026 7:19:48 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
00000906	06/01/2026	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1074-53180	FACILITIES MAINT	Service Tag# 26970	$591.62
00000907	06/05/2026	105814	MIKE'S HEATING AND AIR INC	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	DRC 05/22/26	$865.32
00000908	06/05/2026	108325	STAPLES ADVANTAGE	113	CHILD SUPPORT	5015-53220	CHILD SUPPORT SE	LA 1054406/1009280	$279.95
00008329	06/05/2026	V000603	SELF INSURED SERVICES LLC	211	DENTAL INSURANCE	1112-53230	DENTAL	JUN-2026	$2,187.25
00008329	06/05/2026	V000603	SELF INSURED SERVICES LLC	212	MEDICAL	1103-53150	MEDICAL	JUN-2026	$1,612,905.15
00008329	06/05/2026	V000603	SELF INSURED SERVICES LLC	212	MEDICAL	1103-53150	MEDICAL	SUPPLEMENTAL LIFE JUN-26	$7,334.82
00008329	06/05/2026	V000603	SELF INSURED SERVICES LLC	212	MEDICAL	1103-53230	MEDICAL	ACTIVE EE NOTICES JUN-26	$36.00
00008329	06/05/2026	V000603	SELF INSURED SERVICES LLC	212	MEDICAL	1103-53230	MEDICAL	JUN-2026	$334.00
00008329	06/05/2026	V000603	SELF INSURED SERVICES LLC	213	VISION	1113-53230	VISION	JUN-2026	$1,177.75
70890405	06/01/2026	100065	ALSCO INC	101	GENERAL FUND	7021-53604	PARKS & RECREATI	20-8320	$19.97
70890405	06/01/2026	100065	ALSCO INC	101	GENERAL FUND	7021-53607	PARKS & RECREATI	20-8320	$1.13
70890406	06/01/2026	103939	AT&T	101	GENERAL FUND	6021-53120	LIBRARY	9391039345	$294.74
70890406	06/01/2026	103939	AT&T	101	GENERAL FUND	6021-53120	LIBRARY	9391057531	$0.89
70890407	06/01/2026	113573	AT&T U-VERSE	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	313162812	$129.60
70890408	06/01/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1013-53170	CLERK OF THE BOA	Acct #TC14	$33.27
70890408	06/01/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1052-53170	ELECTIONS	Acct #TC26	$206.66

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70890409	06/01/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	2061-53300	AGRICULTURE COMM	007056-000 Irrigation April	$49.57
70890409	06/01/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	2061-53300	AGRICULTURE COMM	007057-000 water/Sewer April	$83.98
70890410	06/01/2026	117602	DEPT OF FORESTRY & FIRE PROTEC	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	State Fire Marshal Services	$3,660.00
70890411	06/01/2026	104716	DIVERSIFIED SERVICES/COPY CENT	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	Microchip Poster	$16.13
70890412	06/01/2026	115376	EL DORADO COUNTY DCSS	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	TEHAMA DCSS	$6,250.00
70890413	06/01/2026	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	56355	$49.15
70890413	06/01/2026	V000233	GENUINE PARTS COMPANY INC	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	56340 catalytic clnr	$41.58
70890414	06/01/2026	129939	GRANITE DATA SOLUTIONS	113	CHILD SUPPORT	5015-53220	CHILD SUPPORT SE	PO 51824	$2,343.50
70890415	06/01/2026	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	7021-53606	PARKS & RECREATI	01-01684475	$118.91
70890415	06/01/2026	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	7021-53606	PARKS & RECREATI	01-01686155	$38.08
70890416	06/01/2026	134656	HUMBOLDT MOVING & STORAGE CO I	101	GENERAL FUND	1031-53220	COUNTY COUNSEL	S0107	$57.75
70890417	06/01/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	1074-53291	FACILITIES MAINT	6013	$833.07
70890418	06/01/2026	136324	INFOEXPRESS INC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	B14007	$1,650.00
70890419	06/01/2026	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	1074-53180	FACILITIES MAINT	53773	$15.54
70890420	06/01/2026	115402	LIONAKIS	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	05/01/26 - 05/31/26	$2,343.45
70890421	06/01/2026	100957	LOS MOLINOS HARDWARE	101	GENERAL FUND	1074-53270	FACILITIES MAINT	C543190	$7.07
70890422	06/01/2026	123038	MENDES SUPPLY COMPANY	101	GENERAL FUND	1074-53140	FACILITIES MAINT	0007366	$525.89

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70890423	06/01/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2061-53190	AGRICULTURE COMM	31784- Selarid Dog	$352.28
70890423	06/01/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	31784 endo tube -SNIP	$22.13
70890423	06/01/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	31784- tape,ndle disp/SNIP	$22.77
70890423	06/01/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	31784-Ndle Disp/SNIP	$10.16
70890423	06/01/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	31784-Ndle,syr	$120.37
70890423	06/01/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	31784-Surg cap/SNIP	$6.63
70890423	06/01/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	31784- Enrosite tab	$751.15
70890423	06/01/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	31784-prednosone	$2.91
70890424	06/01/2026	104002	NICHOLS MELBURG & ROSSETTO	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	Services through 5/31/26	$5,616.00
70890425	06/01/2026	101183	NORTH VALLEY DISTRIBUTING	101	GENERAL FUND	7021-53606	PARKS & RECREATI	428	$1,153.05
70890426	06/01/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	2062-53220	CODE/MARIJUANA E	89517192	$88.11
70890426	06/01/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	4011-53220	ENVIRONMENTAL HE	89517192	$87.82
70890427	06/01/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6021-53300	LIBRARY	3830640327-0	$2,197.11
70890428	06/01/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6031-53300	AGRICULTURAL EXT	8965479131-1	$828.51

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70890429	06/01/2026	101267	PEERLESS BUILDING MAINT INC	113	CHILD SUPPORT	5015-53140	CHILD SUPPORT SE	HOUSEHOLD EXPENSE	$1,187.00
70890430	06/01/2026	132831	PRENTICE LONG PC	101	GENERAL FUND	1031-53230	COUNTY COUNSEL	53230	$37,571.73
70890431	06/01/2026	130243	PRIME42 LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/ SPECIAL SERV	$35.00
70890432	06/01/2026	126210	RESTPADD HEALTH CORP	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	MARCH 2026	$160,446.00
70890433	06/01/2026	119576	RESTPADD	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	MARCH 2026	$38,316.00
70890434	06/01/2026	133774	SERVICEWALA STORES LLC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	5317-206336	$877.27
70890435	06/01/2026	101509	SHELBY'S PEST CONTROL INC	101	GENERAL FUND	7032-53180	LOS MOLINOS VETE	21400	$65.00
70890436	06/01/2026	134948	UBEO MIDCO LLC	101	GENERAL FUND	1031-53170	COUNTY COUNSEL	5273365-001	$160.64
70890437	06/01/2026	117079	VERIZON WIRELESS	101	GENERAL FUND	4011-53120	ENVIRONMENTAL HE	770720905-00032	$35.12
70890437	06/01/2026	117079	VERIZON WIRELESS	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	770720905-00038	$114.03
70890438	06/01/2026	111106	ZOETIS	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	1000024113 Simparica	$1,561.33
70890438	06/01/2026	111106	ZOETIS	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	1000024113 Vanguard DAPP	$1,168.53
70890439	06/01/2026	134242	AMAZON CAPITAL SERVICES INC	101	GENERAL FUND	1025-53210	PURCHASING	ALHQQGV0XAUWO	$18,276.05
70890440	06/01/2026	103749	CABERNET APTS	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$1,304.00
70890441	06/01/2026	100375	CITY OF CORNING	101	GENERAL FUND	2078-461060	DIV OF ANIMAL SE	FY 25/26 Q3 Licensing	$531.00
70890442	06/01/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	2078-461060	DIV OF ANIMAL SE	FY 25/26 Q3 Licensing	$2,805.00
70890443	06/01/2026	132445	DEPT OF HEALTH & HUMAN SERVICE	101	GENERAL FUND	5062-53280	COMMUNITY ACTION	Tehama CAA CSBG 2025 Int Ref	$141.23

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70890444	06/01/2026	103013	FRED BOTTS	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2026	$203.53
70890445	06/01/2026	135966	NIKKI ALLAMANNO	101	GENERAL FUND	6021-53280	LIBRARY	LATL PROGRAMMING SUPPLIES	$58.65
70890446	06/01/2026	108794	POSTMASTER	101	GENERAL FUND	1052-53220	ELECTIONS	Postage Account BR-15-001	$2,000.00
70890448	06/01/2026	V000282	SANDRA FUENTES	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	STATUS MEETING FOOD	$11.81
70890449	06/01/2026	V000984	SEAN BAXTER	712	TEHAMA MAJOR CRI	71210-53290	TEHAMA MAJOR CRI	P O S T ICE NARCOTICS INVESTIG	$947.00
70890450	06/01/2026	117079	VERIZON WIRELESS	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	770720905-00039 4/19 - 5/18	$345.35
70890451	06/02/2026	132709	ALSCO GEYER IRRIGATION INC	106	PUBLIC SAFETY	2035-53270	DAY REPORTING CE	304052 STORE 17819	$137.56
70890453	06/02/2026	101233	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	248 134 6854 604 7	$4.46
70890453	06/02/2026	101233	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	248 135 4942 506 3	$4.46
70890453	06/02/2026	101233	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	248 134 3208 295 4	$8.65
70890454	06/02/2026	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	9391037769	$9.43
70890454	06/02/2026	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032958	$22.66
70890454	06/02/2026	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032829	$156.45
70890454	06/02/2026	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032958	$8.16
70890454	06/02/2026	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032958	$8.17
70890454	06/02/2026	103939	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	9391032912	$43.05
70890455	06/02/2026	117161	AT&T MOBILITY/CINGULAR WIRELES	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	287349133778	$45.38
70890456	06/02/2026	113573	AT&T U-VERSE	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	331443205	$71.10

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70890456	06/02/2026	113573	AT&T U-VERSE	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	331443205	$25.62
70890456	06/02/2026	113573	AT&T U-VERSE	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	331443205	$25.62
70890457	06/02/2026	111731	CASA SERENITY LLC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	$17,304.00
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	176975001	$34.24
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	176975101	$145.86
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	176978301	$34.34
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	176978601	$454.90
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	176972701	$50.00
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	176975001	$41.76
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	176975101	$177.90
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	176978301	$62.46
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	176978601	$827.32
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	176981201	$468.54
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	176982601	$265.51

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70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	176972701	$50.00
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	176975001	$17.62
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	176975101	$75.06
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	176978301	$18.21
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	176978601	$241.22
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	176982601	$265.51
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	176975001	$16.37
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	176975101	$69.72
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	176978301	$14.97
70890458	06/02/2026	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	176978601	$198.35
70890459	06/02/2026	100375	CITY OF CORNING	101	GENERAL FUND	7031-53300	CORNING VETERANS	100-0595-001	$221.90
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	005551-000	$16.62
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	005856-000	$178.23
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	006331-000	$298.93
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	006408-000	$37.66
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	005551-000	$20.27

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70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	005815-000	$51.52
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	005856-000	$301.84
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	006331-000	$506.27
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	006408-000	$63.77
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	005551-000	$8.56
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	005856-000	$118.86
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	006331-000	$199.36
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	006408-000	$25.11
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	005551-000	$7.94
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	005856-000	$196.03
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	006331-000	$328.79
70890460	06/02/2026	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	006408-000	$41.42
70890461	06/02/2026	103045	DEPT OF JUSTICE	101	GENERAL FUND	1105-532312	PROFESSIONAL COU	APRIL 2026	$910.00
70890462	06/02/2026	136051	ELIOR INC	116	MEALS ON WHEELS	5063-53130	MEALS ON WHEELS	Tehama CAA MOW	$4,200.00
70890463	06/02/2026	135339	FILTERBUY INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	CF7DA223B-0008	$383.48
70890464	06/02/2026	V000233	GENUINE PARTS COMPANY INC	112	HEALTH SERVICES	40171-53170	DRUG & ALCOHOL	MAINTENANCE OF EQUIPMENT	$11.79
70890465	06/02/2026	118348	MORGAN TELECOM INC	101	GENERAL FUND	2073-53120	PUB GUARDIAN / P	Charges for April & May 2026	$403.08
70890466	06/02/2026	108986	NETSMART OHIO, INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	0000446	$20,677.19
70890466	06/02/2026	108986	NETSMART OHIO, INC	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	0000446	$9,561.71
70890466	06/02/2026	108986	NETSMART OHIO, INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	0000446	$3,037.40
70890468	06/02/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	9263246164-3	$195.04

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70890468	06/02/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	9304912828-8	$47.27
70890468	06/02/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	9304912828-8	$47.27
70890468	06/02/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	3934613944-5	$43.05
70890468	06/02/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	7171318975-2	$307.51
70890468	06/02/2026	101231	PACIFIC GAS & ELECTRIC	602	LOS MOLINOS LIGH	60210-53300	LOS MOLINOS LIGH	5857641234-8	$827.90
70890469	06/02/2026	131146	PRECISION PSYCHIATRIC SERVICES	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/ SPECIAL SERV	$19,101.25
70890470	06/02/2026	135289	PUBLIC SERVICE SEARCH LLC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/ SPECIAL SERV	$6,000.00
70890473	06/02/2026	123088	TRITES BACKFLOW SERVICES INC	106	PUBLIC SAFETY	2035-53180	DAY REPORTING CE	SPORTSMANS LODGE TESTING FEE	$150.00
70890475	06/02/2026	V000327	1142 LLC	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	SPECIAL DEPARTMENTAL EXP	$500.00
70890477	06/02/2026	133938	AMBER NATHO	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	RENEWAL	$150.00
70890479	06/02/2026	V000261	BETHANY DONALDSON	106	PUBLIC SAFETY	2027-53290	SHERIFF	BASIC CIVIL PROCEDURES COURSE	$368.00
70890480	06/02/2026	125882	CA DMV	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	SPECIAL DEPARTMENTAL EXP	$184.00
70890484	06/02/2026	136180	COLIN DAHLBERG	106	PUBLIC SAFETY	2027-53290	SHERIFF	BASIC CIVIL PROCEDURES COURSE	$368.00
70890486	06/02/2026	113077	DAWNEY SIMON	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$44.99
70890487	06/02/2026	113077	DAWNEY SIMON	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$189.00
70890488	06/02/2026	113077	DAWNEY SIMON	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$300.00

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70890490	06/02/2026	V000875	GINNO CONSTRUCTION INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	Pay App #4	$183,788.84
70890491	06/02/2026	V000661	JAMES BONDS	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$1,000.00
70890494	06/02/2026	V001076	NEW BEGINNINGS MISSIONARY BAPT	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$175.00
70890495	06/02/2026	V001076	NEW BEGINNINGS MISSIONARY BAPT	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$175.00
70890498	06/02/2026	108794	POSTMASTER	101	GENERAL FUND	2071-53220	CLERK - RECORDER	PO Box 250 Annual Fee	$524.00
70890502	06/03/2026	115432	ALPHA VISTA PROPERTIES LLC	113	CHILD SUPPORT	5015-53260	CHILD SUPPORT SE	RENT/LEASE OF BUILDINGS	$5,015.27
70890503	06/03/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1014-53300	COUNTY ADMINISTR	006389-000	$41.01
70890503	06/03/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1014-53300	COUNTY ADMINISTR	006390-000	$43.01
70890503	06/03/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1025-53300	PURCHASING	006389-000	$8.58
70890503	06/03/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1025-53300	PURCHASING	006390-000	$9.00
70890503	06/03/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1031-53300	COUNTY COUNSEL	006389-000	$15.26
70890503	06/03/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1031-53300	COUNTY COUNSEL	006390-000	$16.01
70890503	06/03/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1041-53300	PERSONNEL	006389-000	$11.45
70890503	06/03/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1041-53300	PERSONNEL	006390-000	$12.01
70890503	06/03/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	006389-000	$9.54
70890503	06/03/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	006390-000	$10.01
70890503	06/03/2026	100376	CITY OF RED BLUFF	107	RISK MANAGEMENT	1101-53300	RISK MANAGEMENT	006389-000	$9.54
70890503	06/03/2026	100376	CITY OF RED BLUFF	107	RISK MANAGEMENT	1101-53300	RISK MANAGEMENT	006390-000	$10.01
70890504	06/03/2026	136714	DOCUPET CORP	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	Docupet April 2026	$920.50

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70890504	06/03/2026	136714	DOCUPET CORP	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	Docupet March 2026	$812.50
70890505	06/03/2026	132919	ELEVATOR TECHNOLOGY INC	101	GENERAL FUND	1014-53180	COUNTY ADMINISTR	MTCE STRUCT-IMPRV-GROUNDS	$245.10
70890505	06/03/2026	132919	ELEVATOR TECHNOLOGY INC	101	GENERAL FUND	1025-53180	PURCHASING	MTCE STRUCT-IMPRV-GROUNDS	$51.30
70890505	06/03/2026	132919	ELEVATOR TECHNOLOGY INC	101	GENERAL FUND	1031-53180	COUNTY COUNSEL	MTCE STRUCT-IMPRV-GROUNDS	$91.20
70890505	06/03/2026	132919	ELEVATOR TECHNOLOGY INC	101	GENERAL FUND	1041-53180	PERSONNEL	MTCE STRUCT-IMPRV-GROUNDS	$68.40
70890505	06/03/2026	132919	ELEVATOR TECHNOLOGY INC	101	GENERAL FUND	1076-53180	PROPERTY PLANNIN	MTCE STRUCT-IMPRV-GROUNDS	$57.00
70890505	06/03/2026	132919	ELEVATOR TECHNOLOGY INC	107	RISK MANAGEMENT	1101-53180	RISK MANAGEMENT	MTCE STRUCT-IMPRV-GROUNDS	$57.00
70890508	06/03/2026	130112	SHANNON BOWLIN	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	SERVICES JUNE 2026	$4,000.00
70890509	06/03/2026	102655	STATE ASSOC. OF COUNTY AUDITOR	101	GENERAL FUND	101-105580	N/A (FUND)	DUES FY 2026-2027	$500.00
70890510	06/03/2026	122810	TRANSUNION RISK	101	GENERAL FUND	1026-53220	TAX COLLECTOR	1353487	$100.00
70890511	06/03/2026	115894	WESTERN BUSINESS PRODUCTS	113	CHILD SUPPORT	5015-53170	CHILD SUPPORT SE	5273110	$17.12
70890525	06/03/2026	109790	DANIELLE HARRIS	101	GENERAL FUND	2075-53290	OFFICE OF EMERG	PER 294-TESTING AN EMERGENCY	$96.00
70890527	06/03/2026	V000364	DEVELOPMENT COMPLIANCE SOLUTIO	115	BUILDING & SAFET	2065-53230	BUILDING & SAFET	Plan Rev for 18875 Red Bank	$5,200.00
70890528	06/03/2026	120882	DIGNITY HEALTH REG OFFICE-SAC	101	GENERAL FUND	4024-53230	AMBULANCE SERVIC	153-704000-57800-000	$4,500.00
70890532	06/03/2026	111001	ELLISON HOUSING CORP DBA	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	CAA Deposit 231	$650.00

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70890535	06/03/2026	V000919	FORERUNNER INDSTRIES INC	115	BUILDING & SAFET	2065-53280	BUILDING & SAFET	Tehama Co License for 26-27	$11,750.00
70890536	06/03/2026	V000858	GOLDEN CIRCLE INVESTMENTS INC	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$1,950.00
70890538	06/03/2026	110076	HOUSING AND COMMUNITY DEVELOPM	115	BUILDING & SAFET	115-207795	N/A (FUND)	Poor/Homeless Teh Co	$22.00
70890539	06/03/2026	136121	HUNT & SONS LLC	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	Acct 6098	$591.01
70890547	06/03/2026	134732	JULIEANNE MANNING	101	GENERAL FUND	1021-53290	AUDITOR CONTROLL	EMPLOYEE TRAVEL/TRAINING	$169.91
70890549	06/03/2026	132334	KENNETH W BOWLIN	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	SERVICES JUNE 2026	$4,000.00
70890556	06/03/2026	V001019	LASSEN VIEW APARTMENTS	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	SPECIAL DEPARTMENTAL EXP	$294.00
70890562	06/03/2026	129875	MARK NAVONE	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	CAA Deposit 159	$1,200.00
70890574	06/03/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	115	BUILDING & SAFET	2065-53220	BUILDING & SAFET	Acct# 89517192	$116.54
70890575	06/03/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	115	BUILDING & SAFET	2065-53220	BUILDING & SAFET	Acct# 89517192	$146.87
70890576	06/03/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	115	BUILDING & SAFET	2065-53280	BUILDING & SAFET	Acct# 89517192	$966.07
70890580	06/03/2026	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53230	TRAX	PROFESSIONAL/ SPECIAL SERV	$27,977.51
70890591	06/03/2026	111414	STEPHEN HOAG	106	PUBLIC SAFETY	2027-53295	SHERIFF	SLI SCHEDULE CLASS 568	$232.00
70890600	06/03/2026	117079	VERIZON WIRELESS	115	BUILDING & SAFET	2065-53120	BUILDING & SAFET	Acct770720905-00031	$382.62
70890600	06/03/2026	117079	VERIZON WIRELESS	117	TRANSPORTATION O	3037-53230	TRAX	442340919-00002	$798.21

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70890603	06/04/2026	103939	AT&T	101	GENERAL FUND	2075-53120	OFFICE OF EMERG	9391066749	$252.59
70890603	06/04/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032841	$37.15
70890603	06/04/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032926	$94.14
70890603	06/04/2026	103939	AT&T	601	AIR POLLUTION DI	60110-53120	AIR POLLUTION DI	Acct9391032872	$44.87
70890604	06/04/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-04	$529.20
70890605	06/04/2026	V000843	CORE PSYCHOLOGICAL CORPORATION	106	PUBLIC SAFETY	2027-53230	SHERIFF	TEHAMA CO SHERIFFS	$500.00
70890605	06/04/2026	V000843	CORE PSYCHOLOGICAL CORPORATION	106	PUBLIC SAFETY	2029-53230	SHERIFF ANIMAL R	TEHAMA CO SHERIFFS	$500.00
70890605	06/04/2026	V000843	CORE PSYCHOLOGICAL CORPORATION	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFFS	$1,000.00
70890606	06/04/2026	T0027247	DAY MANAGEMENT CORP. INC.	106	PUBLIC SAFETY	2027-53170	SHERIFF	11125669	$2,737.28
70890607	06/04/2026	133368	ECO MEDICAL INC	101	GENERAL FUND	2072-53230	CORONER	CORONER MED WASTE	$270.83
70890607	06/04/2026	133368	ECO MEDICAL INC	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFFS	$135.00
70890608	06/04/2026	T0041614	ENTERPRISE RENT A CAR	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	42023585	$129.96
70890609	06/04/2026	V000237	GOLDEN RULE SMALL ENGINES	106	PUBLIC SAFETY	2031-53170	WORK FARM	103330	$24.87
70890610	06/04/2026	142511	GRAINGER INC	106	PUBLIC SAFETY	2032-53170	JAIL	834413163	$37.82
70890611	06/04/2026	113429	GREEN WASTE OF TEHAMA	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	4018-2756737-001	$72.01
70890613	06/04/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2072-53291	CORONER	6038	$385.43
70890613	06/04/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2075-53291	OFFICE OF EMERG	6038	$692.50
70890613	06/04/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2023-53291	BAILIFF	BAILIFF'S FUEL	$899.00
70890613	06/04/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2024-53291	BOATING GRANTS	6038	$1,797.14

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70890613	06/04/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2027-53291	SHERIFF	6038	$12,542.25
70890613	06/04/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2028-53291	AUTO SHOP	6038	$304.55
70890613	06/04/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2029-53291	SHERIFF ANIMAL R	6038	$486.82
70890613	06/04/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2032-53291	JAIL	6038	$679.27
70890613	06/04/2026	136121	HUNT & SONS LLC	601	AIR POLLUTION DI	60110-53291	AIR POLLUTION DI	6096	$132.72
70890614	06/04/2026	109137	INTERSTATE BATTERY SYSTEM	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	3810	$394.12
70890615	06/04/2026	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2027-53220	SHERIFF	TEHAMA CO SHERIFFS	$89.00
70890615	06/04/2026	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2032-53170	JAIL	T.C. SHERIFF	$120.78
70890616	06/04/2026	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53140	JAIL	0007377	$1,101.61
70890617	06/04/2026	V000950	NORCAL RESPIRATORY INC	106	PUBLIC SAFETY	20321-53192	JAIL - HEALTH SE	619693	$168.23
70890618	06/04/2026	101180	NVCSS	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/ SPECIAL SERV	$9,478.86
70890620	06/04/2026	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	$547.31
70890620	06/04/2026	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53140	JAIL	61960	$35.96
70890621	06/04/2026	102334	SATCOM GLOBAL INC	106	PUBLIC SAFETY	2027-53120	SHERIFF	5028WCC	$187.35
70890622	06/04/2026	113581	SATELLITE TRACKING OF PEOPLE L	106	PUBLIC SAFETY	2032-53230	JAIL	0016-000048	$4,644.60
70890622	06/04/2026	113581	SATELLITE TRACKING OF PEOPLE L	106	PUBLIC SAFETY	2032-53230	JAIL	0016-000049	$2,993.40
70890623	06/04/2026	V000708	SHANNON LAMBERT	106	PUBLIC SAFETY	2027-5323016	SHERIFF	TEHAMA CO SHERIFFS	$1,500.00
70890624	06/04/2026	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	CORONER	TEHAMA CO SHERIFFS	$5,200.00

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70890625	06/04/2026	V000184	TECHNICAL RESOURCE MANAGEMENT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	FS-14078	$220.00
70890626	06/04/2026	122810	TRANSUNION RISK	106	PUBLIC SAFETY	2027-53230	SHERIFF	859113	$160.00
70890627	06/04/2026	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53250	SHERIFF	5305297930	$12.22
70890628	06/04/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	$4,041.55
70890628	06/04/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715	$277.58
70890629	06/04/2026	101306	U S POSTAL SERVICE	106	PUBLIC SAFETY	2027-53220	SHERIFF	TEHAMA CO SHERIFFS	$524.00
70890630	06/04/2026	101798	VALLEY VETERINARY CLINIC	106	PUBLIC SAFETY	2029-53230	SHERIFF ANIMAL R	220569	$841.24
70890631	06/04/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2027-53120	SHERIFF	772102544-00002	$223.37
70890631	06/04/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2028-53120	AUTO SHOP	772102544-00002	$41.39
70890631	06/04/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2031-53120	WORK FARM	772102544-00002	$41.39
70890631	06/04/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2032-53120	JAIL	772102544-00002	$86.18
70890632	06/04/2026	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	176371000	$140.41
70890633	06/04/2026	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	1895	$298.05
70890634	06/04/2026	123478	WILGUS FIRE CONTROL INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$691.48
70890641	06/04/2026	102528	LES SCHWAB TIRE CENTER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$1,791.48
70890647	06/04/2026	117079	VERIZON WIRELESS	117	TRANSPORTATION O	3037-53230	TRAX	442340919-00002	$798.21
70890648	06/04/2026	117079	VERIZON WIRELESS	115	BUILDING & SAFET	2065-53120	BUILDING & SAFET	Acct770720905-00031	$382.62
70890649	06/05/2026	V000958	ACCESS/RECORD XPRESS OF CALIFO	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	CH001032	$1,253.82

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70890650	06/05/2026	107355	AIRGAS USA LLC	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	4736170/Oxygen / SNIPTEMBER	$194.00
70890651	06/05/2026	101233	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	235 841 3029 809 0	$31.76
70890652	06/05/2026	103939	AT&T	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	9391032893	$27.15
70890652	06/05/2026	103939	AT&T	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	9391058492	$14.56
70890652	06/05/2026	103939	AT&T	101	GENERAL FUND	1025-53120	PURCHASING	9391032893	$5.68
70890652	06/05/2026	103939	AT&T	101	GENERAL FUND	1025-53120	PURCHASING	9391058492	$2.91
70890652	06/05/2026	103939	AT&T	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	9391032893	$6.31
70890652	06/05/2026	103939	AT&T	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	9391058492	$7.12
70890652	06/05/2026	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	9391032893	$7.58
70890652	06/05/2026	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	9391058492	$4.20
70890652	06/05/2026	103939	AT&T	101	GENERAL FUND	1076-53120	PROPERTY PLANNIN	9391032893	$10.11
70890652	06/05/2026	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391032842	$39.91
70890652	06/05/2026	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391032960	$97.00
70890652	06/05/2026	103939	AT&T	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	9391032893	$6.31
70890652	06/05/2026	103939	AT&T	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	9391058492	$3.56
70890652	06/05/2026	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032853	$41.99
70890652	06/05/2026	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032856	$9.94
70890652	06/05/2026	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032939	$88.80
70890652	06/05/2026	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032829	$156.45
70890652	06/05/2026	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032851	$154.70
70890652	06/05/2026	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032856	$12.12
70890652	06/05/2026	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032901	$35.63

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70890652	06/05/2026	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032932	$31.91
70890652	06/05/2026	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032939	$120.20
70890652	06/05/2026	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032856	$5.12
70890652	06/05/2026	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032901	$73.48
70890652	06/05/2026	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032939	$27.54
70890652	06/05/2026	103939	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	9391032856	$4.75
70890652	06/05/2026	103939	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	9391032939	$122.47
70890653	06/05/2026	117161	AT&T MOBILITY/CINGULAR WIRELES	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	287349133778	$45.38
70890654	06/05/2026	113573	AT&T U-VERSE	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	152445115 THRU 6/12/2026	$107.80
70890654	06/05/2026	113573	AT&T U-VERSE	106	PUBLIC SAFETY	2037-53120	PROBATION	AC 138860118	$106.29
70890654	06/05/2026	113573	AT&T U-VERSE	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	331443205	$71.10
70890654	06/05/2026	113573	AT&T U-VERSE	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	331443205	$25.62
70890654	06/05/2026	113573	AT&T U-VERSE	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	331443205	$25.62
70890655	06/05/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	363203-1	$25.30
70890656	06/05/2026	V000530	BLUE TRITON BRANDS INC	712	TEHAMA MAJOR CRI	71210-53230	TEHAMA MAJOR CRI	8730225486	$72.44
70890657	06/05/2026	133633	BYRON HEGEWALD	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY APRIL 2026	$100.00
70890659	06/05/2026	102768	CHILDREN FIRST	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$780.00
70890660	06/05/2026	100375	CITY OF CORNING	105	FIRE FUND	2042-53300	FIRE SCH C VOL	403 0890 001	$93.85
70890660	06/05/2026	100375	CITY OF CORNING	105	FIRE FUND	2042-53300	FIRE SCH C VOL	403 0900 003	$49.34

Tehama County

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70890661	06/05/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	6031-53300	AGRICULTURAL EXT	006249-000	$34.00
70890661	06/05/2026	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2035-53300	DAY REPORTING CE	007005-000 THRU 05/01/26	$30.41
70890661	06/05/2026	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2036-53300	JUVENILE HALL	006291-000	$347.99
70890662	06/05/2026	102616	CLIFF ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY APRIL 2026	$100.00
70890663	06/05/2026	102620	DAVE DOUGHTY	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY APRIL 2026	$100.00
70890664	06/05/2026	109759	DEPT OF SOCIAL SERVICES	108	SOCIAL SERVICES	5013-53280	SOCIAL SERVICES	June 2026 IHSS MOE	$249,024.12
70890665	06/05/2026	103534	DIAMOND MEDICAL	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	10639	$140.87
70890666	06/05/2026	120882	DIGNITY HEALTH REG OFFICE-SAC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PATERNITY APRIL-MAY 2026	$250.00
70890667	06/05/2026	104716	DIVERSIFIED SERVICES/COPY CENT	105	FIRE FUND	2042-53220	FIRE SCH C VOL	OFFICE EXPENSE	$67.94
70890668	06/05/2026	106218	DM TECH	105	FIRE FUND	2042-53120	FIRE SCH C VOL	4103	$92.85
70890669	06/05/2026	104502	DRIVE LINE SERVICE OF REDDING	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$1,215.58
70890670	06/05/2026	V000395	DUCOR TELEPHONE COMPANY	105	FIRE FUND	2042-53120	FIRE SCH C VOL	COMMUNICATIONS	$153.81
70890671	06/05/2026	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	194283-1 SNP	$42.72
70890671	06/05/2026	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	214109-1	$77.82
70890673	06/05/2026	113244	GREEN WASTE OF TEHAMA	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	4018-2769653	$430.87
70890673	06/05/2026	113244	GREEN WASTE OF TEHAMA	113	CHILD SUPPORT	5015-53140	CHILD SUPPORT SE	4018-953069	$319.02

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70890674	06/05/2026	113429	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4018-199908	$128.21
70890674	06/05/2026	113429	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4018-917140	$154.63
70890675	06/05/2026	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	714651- Cat Food	$413.50
70890675	06/05/2026	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	714651/ cat food credit	($15.81)
70890676	06/05/2026	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	28017	$29.00
70890676	06/05/2026	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	30738	$106.95
70890676	06/05/2026	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	32945	$50.00
70890676	06/05/2026	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	32945	$400.00
70890676	06/05/2026	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2037-53170	PROBATION	32946	$80.00
70890677	06/05/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	1023-53291	ASSESSOR	6097	$126.46
70890677	06/05/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2061-53291	AGRICULTURE COMM	6095/ fuel	$546.34
70890677	06/05/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2078-53291	DIV OF ANIMAL SE	6095/fuel	$39.20
70890677	06/05/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2036-53291	JUVENILE HALL	6031 61173A	$1,336.74
70890677	06/05/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2037-53291	PROBATION	6031 61173B	$1,046.64
70890677	06/05/2026	136121	HUNT & SONS LLC	113	CHILD SUPPORT	5015-53291	CHILD SUPPORT SE	6174	$50.73
70890678	06/05/2026	131709	INDEPENDENCE ROCK MEDIA GROUP	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	0992	$250.00
70890679	06/05/2026	133875	JASON L LONG ETAL	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY APRIL 2026	$100.00
70890680	06/05/2026	101699	JOHN W CORNELISON DBA	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$240.61
70890680	06/05/2026	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	DOS 05/22/26	$107.12

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70890681	06/05/2026	110694	JOSEPH R MEDELLIN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY APRIL 2026	$100.00
70890685	06/05/2026	110013	KEVIN WADE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY APRIL 2026	$100.00
70890686	06/05/2026	129619	LEAVITT COMMUNICATIONS	105	FIRE FUND	2042-53800	FIRE SCH C VOL	2889	$179,720.90
70890687	06/05/2026	129164	LETTERSTREAM, INC	101	GENERAL FUND	1026-53230	TAX COLLECTOR	Tehama County	$1,406.60
70890688	06/05/2026	108877	LEXIS NEXIS RISK DATA MGMT INC	113	CHILD SUPPORT	5015-53200	CHILD SUPPORT SE	4252ZDMTK	$167.00
70890689	06/05/2026	100931	LIFE ASSIST INC	105	FIRE FUND	2042-53280	FIRE SCH C VOL	SPECIAL DEPARTMENTAL EXP	$2,344.33
70890690	06/05/2026	100957	LOS MOLINOS HARDWARE	105	FIRE FUND	2042-53291	FIRE SCH C VOL	TRANSPORTATION EXPENSE	$107.20
70890691	06/05/2026	133436	M L ESLINGER & ASSOCIATES INC	106	PUBLIC SAFETY	2037-53290	PROBATION	STC 05257869 ZOOM 05/19/26	$75.00
70890691	06/05/2026	133436	M L ESLINGER & ASSOCIATES INC	106	PUBLIC SAFETY	2037-53290	PROBATION	STC 626-61636 ZOOM 04/16/26	$150.00
70890692	06/05/2026	121133	MARNIE BEITZ	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY APRIL 2026	$100.00
70890693	06/05/2026	108046	MARY MORELAND	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY APRIL 2026	$100.00
70890694	06/05/2026	108310	MET ONE INSTRUMENTS	601	AIR POLLUTION DI	60110-53280	AIR POLLUTION DI	Tehama County AP - FIlter Tape	$956.63
70890696	06/05/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	31784/Gloves/SNIP	$45.48
70890697	06/05/2026	122689	NICHOLAS D SIMPSON	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY APRIL 2026	$100.00

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70890699	06/05/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	Assessor	$58.32
70890700	06/05/2026	101164	NORTHERN CALIFORNIA GLOVES	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	0004285	$305.20
70890700	06/05/2026	101164	NORTHERN CALIFORNIA GLOVES	106	PUBLIC SAFETY	2037-53140	PROBATION	0004285	$305.20
70890701	06/05/2026	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53170	SHERIFF	TEHAMA CO SHERIFF	$15,675.20
70890701	06/05/2026	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53230	SHERIFF	TEHAMA CO SHERIFF	$1,162.00
70890701	06/05/2026	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53800	SHERIFF	TEHAMA CO SHERIFF	$1,162.00
70890702	06/05/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2037-53220	PROBATION	89517192	$319.49
70890703	06/05/2026	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	39292/copy paper	$10.70
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	0548465545-0	$160.62
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	5554481127-0	$1,306.05
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	6535518462-6	$12.04
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	0590316959-6	$219.18
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	0631983623-2	$888.54
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	4423493458-4	$653.61
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	9090130622-6	$5.16
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	0590316959-6	$346.93
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	0631983623-2	$175.85
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	4423493458-4	$797.23
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	9090130622-6	$6.29
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	0590316959-6	$560.29
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	0631983623-2	$79.77

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	4423493458-4	$336.36
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	9090130622-6	$2.65
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	0590316959-6	$934.93
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	0631983623-2	$1,476.76
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	4423493458-4	$312.42
70890704	06/05/2026	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	9090130622-6	$2.46
70890705	06/05/2026	112147	PANORAMIC SOFTWARE INC	101	GENERAL FUND	2073-53170	PUB GUARDIAN / P	May 2026 Public Guardian	$1,837.50
70890706	06/05/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	$741.42
70890706	06/05/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	692071	$203.99
70890706	06/05/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	717115	$316.97
70890707	06/05/2026	113400	R & R QUALITY MEATS	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	JDF	$320.91
70890707	06/05/2026	113400	R & R QUALITY MEATS	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	SNP	$898.87
70890709	06/05/2026	102258	RED BLUFF INTERIORS	108	SOCIAL SERVICES	5013-53180	SOCIAL SERVICES	MTCE STRUCT-IMPRV-GROUNDS	$2,662.98
70890710	06/05/2026	105165	REDDING FREIGHTLINER	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$2,315.02
70890711	06/05/2026	102615	RUTH ANN ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY APRIL 2026	$100.00
70890712	06/05/2026	122687	SARAH A MAYBERRY	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY APRIL 2026	$100.00
70890713	06/05/2026	112112	SHERRI BURNS	105	FIRE FUND	2042-53210	FIRE SCH C VOL	INCENTIVE PAY APRIL 2026	$100.00

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70890714	06/05/2026	135342	SOLUTIONS WEST	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/ SPECIAL SERV	$42,440.00
70890715	06/05/2026	135244	STEVE M SHUDOMA	101	GENERAL FUND	2073-53260	PUB GUARDIAN / P	Ac#1947 Units 117, 210,211	$540.00
70890716	06/05/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	$3,763.16
70890716	06/05/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53140	JAIL	619919	$59.80
70890716	06/05/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	346486	$3,833.65
70890716	06/05/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	346486	$126.48
70890717	06/05/2026	V000248	T-MOBILE USA INC	101	GENERAL FUND	1023-53120	ASSESSOR	215285557	$137.58
70890719	06/05/2026	136724	THOMAS MOSS - TRUSTEE	101	GENERAL FUND	2061-53280	AGRICULTURE COMM	Staples for trapping	$16.09
70890720	06/05/2026	135756	TRUSTED TECH TEAM LLC	601	AIR POLLUTION DI	60110-53170	AIR POLLUTION DI	TC Air Pollution	$59.20
70890721	06/05/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	84128586	$217.32
70890721	06/05/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	84128586	$221.43
70890721	06/05/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	84128586 SNP	$537.53
70890722	06/05/2026	117079	VERIZON WIRELESS	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	770720905-00045	$38.01
70890722	06/05/2026	117079	VERIZON WIRELESS	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	742624470-00001-04/24-5/23	$38.03
70890722	06/05/2026	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	770720905-00023	$166.02
70890724	06/05/2026	V000250	ANTONIO CARBONELL JR	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/ SPECIAL SERV	$3,768.00
70890727	06/05/2026	V001059	DAN PEREA LIVESTOCK	611	CARL MOYER AIR P	61110-55520	CARL MOYER AIR P	Agr 2026-074	$50,385.00
70890734	06/05/2026	133617	HEATHER BUSLETT	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$100.00
70890735	06/05/2026	V000219	JAYMELEE CHAMBERS-SKONDIN	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	CLIENT TRANSPORT GAS	$48.77

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70890740	06/05/2026	V000971	RED BLUFF DAILY NEWS	603	TC FLOOD CTRL/WA	60310-53240	TC FLOOD CTRL/WA	PUBLICATION/LEGAL NOTICES	$104.19
70890742	06/05/2026	111041	THE SAIL HOUSE INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	MARCH 2026	$21,490.00

Tehama County

Agenda Request Form

File #: 26-1010 **Agenda Date:** 6/23/2026 **Agenda #:** 2.

AUDITOR'S CLAIMS

Requested Action(s)
a) Court Operations, 2017-53230, Kent Caruso, Ph. D, $1,400.00

Financial Impact:
As Listed.

Background Information:
Click here to enter Background Info.

26-1010

RECEIVED
SUPERIOR COURT OF CALIFORNIA
May 28 2026
COUNTY OF TEHAMA
KEVIN HARRIGAN, CLERK OF THE COURT

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

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

AUDITORS USE ONLY	
COUNTY CLAIM NO:	
VENDOR NO: 102157	KP & VERIFIED:

(Do not address if transaction is between county departments)

DEPARTMENT USE

DEPARTMENT: Defense Counsel

PURCHASE ORDER/AGREEMENT NO:

FUND/DEPT	ACCT. NO	PROJECT NO.	ACCT. NO.	WARRANT DESCRIPTIONS (25 positions)	AMOUNT
~~2065~~ 2017	~~52320~~ 53230			People vs	$1,400.00
				Case Number 24CR2515	
				5/5/26 Psychological Evaluation	
				HON. C. TODD BOTTKE,JUDGE	
				ATTY.CHRISTOPHER LOGAN	

DATE	DESCRIPTION – CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED.	TOTAL ▶	$1,400.00
05/05/2026	05/05/2026 PSYCHOLOGICAL EVALUATION CASE/24CR2515 HON. BOTTKE/ATTY LOGAN ExParte for Appointment of Expert		

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

Agreement Required:
- All services except one-time
- Insurance must be on file
- Write Agreement number above

Under penalty of perjury, I certify: that the above claim, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

AUDITOR'S USE ONLY

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

LEROY ANDERSON
Auditor/Controller

By AZ 6/8/26
Deputy County Auditor

BOARD OF SUPERVISORS

Approved: Date _____

Chairman _____

FORM A-121

CLINICAL FORENSIC PSYCHOLOGIST

CLAIMANT Kent R. Caruso Ph.D.
KENT. R. CARUSO,PH.D. 5/8/26

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

SIGNED _____ 6/3/2026

Department Head or Authorized Signature/Date

Tehama County

Agenda Request Form

File #: 26-1011 **Agenda Date:** 6/23/2026 **Agenda #:** 3.

PROBATION

Requested Action(s)
a) TRANSFER OF FUNDS: PROBATION, B-83 - From DRC Extra Help (2035-51011), $5,000, to DRC Standby (2035-5101014) $5,000 **(Requires a 4/5's vote)**

Financial Impact:
This transfer is fully funded with no impact to the General Fund.

Background Information:
This transfer is required to pay for underestimated expenses in Standby (2035-5101014). The additional expenses are due to increased Standby hours worked by DRC staff for this fiscal year

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

Auditor Number B-83

DEPARTMENT NAME **Probation**

Date: **June 8, 2026**

Due to a budget deficiency, or unanticipated expense, I am requesting a transfer, or an additional appropriation as listed below.

Budget Transfer From				Budget Transfer To			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2035	51011	Extra Help	$ 5,000.00	2035	5101014	Standby	$ 5,000.00
		Total Journal	**$ 5,000.00**			Total Journal	**$ 5,000.00**

TRANSFER APPROVED

SIGNATURE OF REQUESTING OFFICIAL 6-8-26 DATE

Ana Zamacona 6/08/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-118 3/03

Tehama County
PROBATION - TEBD260 Expenditures Over Budget
Fiscal Year: 2026
As of 06/08/2026

Dept	Budget Unit	Account	Account Desc	Budget	YTD Actual	Amount Over	% of Budget Expensed
PROB	2035	5101014	STANDBY	15,487.00	17,646.94	2,159.94	113.95%
PROB	2036	53130	FOOD	217,033.00	233,473.46	16,440.46	107.58%
PROB	2036	53291	TRANSPORTATION EXPENSE	1,000.00	1,615.44	615.44	161.54%
PROB	2037	51011	EXTRA HELP	5,000.00	6,055.15	1,055.15	121.10%
PROB	2037	51012	OVERTIME COMPENSATION	80,000.00	93,492.42	13,492.42	116.87%
PROB	2037	53110	CLOTHING & PERSONNEL SUPP	11,251.00	11,714.95	463.95	104.12%
PROB	2037	53180	MTCE STRUCT-IMPRV-GROUNDS	3,000.00	3,986.40	986.40	132.88%
PROB	2037	53190	MEDICAL/DENTAL LAB SUPPLY	5,000.00	9,125.40	4,125.40	182.51%
PROB	2037	53200	MEMBERSHIPS & DUES	4,067.12	4,119.56	52.44	101.29%
PROB	2037	53240	PUBLICATION/LEGAL NOTICES	1,000.00	2,135.42	1,135.42	213.54%
PROB	2037	53290	EMPLOYEE TRAVEL/TRAINING	76,842.00	78,164.75	1,322.75	101.72%
Overall - Total						**41,849.77**	

Departments are expected to immediately address any budget overages by completing an A-117, A-118, and/or A-119 and obtaining Board approval as needed. If this report does not contain any data, then your expenses have not exceeded any of your budgets and no action is required.

Tehama County

Agenda Request Form

File #: 26-1086 **Agenda Date:** 6/23/2026 **Agenda #:** 4.

PROBATION

Requested Action(s)
a) TRANSFER OF FUNDS: PROBATION, B-85 - From CalAIM (2036-4505724) to Contingency (2002-59000) $42,073; and from Contingency (2002-59000) to Equipment (2036-57600) $35,879 and Maintenance of Equipment (2036-53170) $6,194 for the purchase of a Live Scan machine **(Requires a 4/5's vote)**

Financial Impact:
There is no financial impact to the General Fund as purchase will be paid out of CalAIM PATH 3 funds.

Background Information:
Pursuant to State Law (11105.2 PC), the Juvenile Detention Facility (JDF) is required to capture the biometric fingerprint data of any youth booked into the facility on a felony offense. Currently, the JDF utilizes a traditional ink-and-roll card system to meet this requirement. This manual process is outdated, slow, and fails to provide the timely feedback necessary for the immediate and proper identification of detained youth. Transitioning to a modern Live Scan system will modernize this workflow by providing virtually instant identification feedback, ensuring a significantly more efficient and secure booking process.

The immediate feedback provided by the Live Scan system is critical for facility safety and intake accuracy. It allows staff to quickly verify an individual's true identity, ensuring they have not provided a false name, and definitively confirms that the detained individual is a juvenile offender rather than an adult. Furthermore, the system allows for real-time checks for outstanding warrants, legal holds, and previous criminal histories, all of which are vital components when making immediate, safe housing decisions within the facility.

Beyond immediate intake operations, the Live Scan equipment provides long-term benefits for both public safety and departmental efficiency. The system captures a significantly more robust biometric data profile, which assists investigators in matching fingerprints collected from crime scenes, firearms, or stolen property to previously incarcerated individuals. Additionally, the Department will utilize the machine to conduct required background screenings for job applicants, volunteers, and employees of partnering agencies. By bringing this service in-house, the county will eliminate the need to outsource these screenings, resulting in a direct cost savings for the Department.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-85

DEPARTMENT NAME PROBATION

Date: April 29, 2026

I am requesting an increase or decrease to my budget appropriations as listed below:

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

Funding Source Fund 581- CalAIM PATH 3

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

Increase Revenue Budget

FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2036	4505724	Fund 581- CalAIM PATH 3	$ 42,073.00
2002	59000	Contingency	$ 42,073.00
		Total Journal	**$ 84,146.00**

Increase Expenditure Budget

FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2002	59000	Contingency	$ 42,073.00
2036	57600	Equipment	$ 35,879.00
2036	53170	Maintenance of Equipment	$ 6,194.00
		Total Journal	**$ 84,146.00**

INCREASE / (DECREASE) APPROVED

SIGNATURE OF REQUESTING OFFICIAL 4-29-26 DATE

6/15/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117

Jan-19

EXHIBIT "B"

IDEMIA
11951 Freedom Drive, Suite 1800, Reston, Virginia 20190

April 28th, 2026

Todd Hansen
Tehama County Probation Department
1790 Walnut St.
Red Bluff, CA 96080

Tel: (530) 527-5380 ext. 3096
Email: thansen@tcprobation.org

Reference No. IDCA-L022526-02A

IDEMIA is pleased to provide Tehama County Probation Department with the following price quote for the IDEMIA LiveScan System equipped with the accepted standard California Department of Justice (CAL-DOJ) software and workflows.

IDEMIA's fully integrated LiveScan solution provides Tehama County Probation Department the following features and benefits:

- Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State.
- Certification to the FBI's Electronic Fingerprint Transmission Specifications
- "Hit/No Hit" Response from the State AFIS Search
- Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- Quick check, review, and edit can be performed on each print
- All LiveScan Systems include on-site installation, training, and 1 year on-site warranty



Solution Description and Pricing

IDEMIA offers the equipment and services described in Tables 1.

Tenprint/Palm Capture – Cabinet Adjustable Height (AH)

Table 1. Pricing

	Description	Unit Price
LS-H-53HD-22T *LS-CSTX-CA* *LS-COMX-FTP-SSH* *LS-UPS*	**IDEMIA LiveScan System Cabinet AH Tenprint/Palm Capture, including:** • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palm 1000PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Computer, 22" Touch-screen Monitor, and keyboard • Ruggedized Cabinet – Adjustable Height • Standard Cal-DOJ defined Workflows and profiles • UPS • **Warranty**: 1 Year warranty, 9X5, on-site response and parts replacement	$31,970
LS-F-MUG	**Cabinet System - Digital Photo Capture** to include: Digital Camera, Digital Photo Capture Software, Cabinet mounting hardware	$1,701
LS-H-53HD-MAINT-95 *LS-PRNT-M-MAINT-95* *LS-PRNT-M-TRAY-MAINT-95* *LS-X-MUG-MAINT-95*	**Year 2 Extended Maintenance**: (to start after 1st Year Warranty) 1 Year, 9X5, on-site response and parts replacement	$6,194
LS-IAT-CUSTOM	**Installation / On-site Training**	$1,808
LS-FREIGHT-CAB *LS-FREIGHT-MISC*	**Freight**	$400
	TOTAL Extended System Price:	**$42,073**

Current shipping is 60+ days after receipt by IDEMIA of Tehama County Probation Department completed pre-install documentation, or as otherwise scheduled.

**Note: the above system(s) offered includes Windows-11 OS.*

Optional Annual Maintenance Support will start immediately following the 1st Year Warranty. Annual Maintenance prices shown above are for Year 2 only. Annual maintenance pricing is subject to increase beginning in Year 3. Please contact the IDEMIA Maintenance Agreement team for pricing details: ContractMaintenance@ps-idemia.com.

IDEMIA LiveScan System – Details

Table 2. Details

Item	Description
California Department of Justice Enterprise Customization	• TOTS: APP CRM IDN • Cards: FD258-C/T FD249-C/T CA Hand-C/T • Other: Transmits to CADOJ NATMS • Return msg: No • California Touch Print Enterprise customization *for palm capture*
LS-COMX-FTP-SSH	• Touch Print Enterprise Fingerprint Record Transmission via FTP over SSH (SFTP--provides secure FTP Communication using SSH

Customer Responsibilities

Tehama County Probation Department is responsible for the following:

- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- Installation, testing and troubleshooting any network communication connections, lines and/ or Tehama County Probation Department network devices.
- Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- Compliance with receiving agency requirements using receiving agency approved method for electronic transfer
- Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.
- Printer supplies such as ink and toner cartridges (consumables) are Tehama County Probation Department responsibility. IDEMIA does not offer or resell these items.

Assumptions
In developing this price quote, IDEMIA has made the following assumptions:

- The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- An inter-agency agreement between Tehama County Probation Department and applicable receiving agencies will be in place.
- Tehama County Probation Department will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.
- LiveScan System shipment and On-site Installation Services will be scheduled *after network connectivity* to receiving agency has been established and verified *and* IDEMIA's Program team has received the completed pre-install documentation from Tehama County Probation Department.

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Tehama County Probation Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices exclude any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order *and* IDEMIA receipt of completed pre-install documentation.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Pricing valid through: May 31st, 2026

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

IDEMIA
14 Crosby Dr., 2nd Floor
Bedford, MA 01730
Email: johann.guldan@ps-idemia.com

Please direct all questions and order correspondence to:

Johann Guldan
IDEMIA Inside Sales
Email: johann.guldan@ps-idemia.com | **Tel: (629) 899-2456**

We look forward to working with you.

Sincerely,

Christian Henry
Sr. Vice President
IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	**Included in Warranty**	**Available for purchase**
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	**Included in Warranty**	**Available for purchase**
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	**Included in Warranty**	**Available for purchase**
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

**Customer local time*

Tehama County

Agenda Request Form

File #: 26-1061 **Agenda Date:** 6/23/2026 **Agenda #:** 5.

PROBATION

Requested Action(s)
a) AGREEMENT- Approval and authorization for the Chief Probation Officer to sign the Memorandum of Understanding with the Tehama County Department of Education for the provision of increased Juvenile Justice Center instructional and special educational services in the maximum amount of $120,000 effective 7/1/25 through 6/30/28

Financial Impact:
There is no additional impact to the General Fund. Costs incurred as a result of this Agreement are budgeted in the FY 25-26 Budget Unit 2036 Juvenile Hall, account 53230 Professional Services.

Background Information:
Tehama County Probation has been partnering with the Tehama County Department of Education for over eight years to provide increased instructional and special educational services to youth in custody at the Tehama Oaks school located in the Tehama County Juvenile Detention Facility.

Tehama County
Department of Education

Richard DuVarney
Tehama County Superintendent of Schools

1135 Lincoln Street Red Bluff CA 96080 | 530.527.5811 | www.tehamaschools.org

MEMORANDUM OF UNDERSTANDING

This This Agreement is entered into by and between the **Tehama County Department of Education**, herein called DEPARTMENT, and **Tehama County Probation Department** herein called AGENCY, for the provision of increased Juvenile Justice Center instructional and special educational services for the 2025-2028 school years.

The term of this agreement is **July 1, 2025** through **June 30, 2028**.

A. The DEPARTMENT agrees to:

1. Provide an additional certificated teacher to increase instructional service to students assigned to the Juvenile Justice Center.

2. Invoice the AGENCY the maximum amount of $40,000 annually.

B. The AGENCY agrees to:

1. Reimburse the DEPARTMENT as invoiced.

C. This agreement can be terminated by either side with 30-days notification.

Each party hereto agrees to hold harmless and to indemnify the other party, its officers and employees, against liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage, or expense arising from the negligence, willful misconduct or omission of the party which committed the act, and while acting under the terms and conditions of the Agreement.

Should any action be brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Richard DuVarney
Richard DuVarney (Jul 15, 2025 16:31 PDT)

RICHARD DUVARNEY, Superintendent
Tehama County Department of Education

07/15/2025
Date

P. Gonzalez
P. Gonzalez (Aug 3, 2025 10:45:04 PDT)

PAMELA GONZALEZ, Chief
Tehama County Probation Department

08/03/2025
Date

E-Contract Review
Approval as to Form

Department Name: Probation

Vendor Name: Tehama County Department of Education

Contract Description: For the purpose of increased Juvenile Justice Center instructional and special educational services.

APPROVED AS TO FORM:



Date: 06/09/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1085 **Agenda Date:** 6/23/2026 **Agenda #:** 6.

AUDITOR-CONTROLLER

Requested Action(s)
a) AGREEMENT - Request approval for the Auditor-Controller to sign Amendment No.1 to Agreement Number 2023-208 with Superion, LLC a CentralSquare Technologies company for the purpose of providing financial software with hosted services and to add Administrative Consulting and assistance with Cognos report writing, increasing the not to exceed maximum compensation to $394,718.75, effective 6/13/2023 and shall terminate in five (5) years *(Subject to receipt of required insurance documentation)*

Financial Impact:
The total cost of the Amendment is $41,040. The anticipated usage in the next fiscal year should not exceed $20,000. The Department has remaining Professional Services budget that will be encumbered for next year's expenditures. There will be no additional General Fund cost in 2026/27.

Background Information:
The Auditor-Controller entered into a contract with Superion LLC a CentralSquare Technologies company, in June 2023 for the County's financial & payroll processing software. This was an upgrade from Finance Pro to Finance Enterprise. The software is fully implemented for maintenance purposes, however, now that we are operational, issues have been discovered that require special programming.

The amended contract will allow the Auditor-Controller to gain a better understanding of Cognos report writing software and to obtain assistance as necessary with reporting. This will also allow us to adjust some of the financial processes that are not working correctly, which require special programming.

AMENDMENT

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND SUPERION, LLC

This amendment to the Agreement Number 2023-208, dated 06/27/2023, by and between County of Tehama, through its Department of Auditor-Controller (County), and Superion LLC, a CentralSquare Technologies company ("Contractor") for the purpose of providing financial software with hosted services shall be amended as follows:

1) RESPONSIBILITIES OF CONTRACTER

During the term of this agreement, Contractor shall provide financial software with hosted services as set forth in the Underlying Contract.

Contractor will setup and provide licenses for County to use Finance Enterprise Software which will include installation, consulting, data conversion, migration, maintenance, project management services, technical services, training services, and professional services. In addition, the contractor shall provide Public Administrative Consulting Services and Public Administrative Project Management Services as described in Contractor's quote and Summary of Services, attached hereto as Exhibit "C".

"Personal Information" shall mean any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, "Medical information" as defined under the Confidentiality of Medical Information Act (California Civil Code ("CCC") § 56 et seq.), "personal information" as described in the Information Practices Act of 1977 (CCC § 1798 et seq.), "financial records" as described in the California Right to Financial Privacy Act (Government Code§ 7460 et seq.), and all rules and regulations issued under any of the foregoing.

Docusign Envelope ID: CC48743A-337E-8C63-80F4-B6243F89491E

3) COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B" and for the rates of additional services set forth in Exhibit "C." The maximum compensation for this agreement shall not exceed $394,718.75. This total includes first year subscription fee in the amount of $87,018.75, a maintenance fee of $2,000, and all associated fees for set up, consulting services, data conversion, project management services, technical services and training services as defined in Exhibit "B" attached and $41,040.00 for the additional service set forth in Exhibit "C." Maintenance and subscription fees following the first year are subject to an annual uplift amount of 5%. A credit in the amount of the unused portion of Maintenance for Finance Pro paid by the County, if any, will be applied towards the County's first Annual Subscription Fee. The unused portion of paid maintenance will consist of the amount unused as of Go-Live date with PA Enterprise Pro. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed

It is mutually agreed that all other terms and conditions of Agreement Number 2023-208 shall remain in full force and effect.

<<Signature page to follow immediately>>

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

COUNTY OF TEHAMA

Date: 6/8/24

Krista Peterson
Auditor-Controller

SUPERION, LLC
A CENTRALSQUARE TECHNOLOGIES COMPANY

Date: 5/28/2026

Signed by:
Ron Anderson
CA1F6996BA0C4F7...
Ron Anderson
Representative

The following information is required for the agreement to be approved:

127174

Vendor Number

1021

Budget Account Number

Docusign Envelope ID: CC48743A-337E-8C63-80F4-B6243F89491E

CENTRALSQUARE®

Quote prepared on:
February 13, 2026
Quote prepared by:
Sage Brownchweig
sage.brownchweig@centralsquare.com

Quote #: Q-251554
Primary Quoted Solution: Finance Enterprise
Quote expires on: August 11, 2026

Quote prepared for:
Krista Peterson
Tehama County
444 Oak Street - Room J
Red Bluff, California 96080
5305273474

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Administration Consulting Services - As Incurred	8,640.00
2.	Public Administration Project Management Services - As Incurred	1,620.00
	Services Total	10,260.00 USD

QUOTE SUMMARY

Services Subtotal	10,260.00 USD
Quote Subtotal	10,260.00 USD

Docusign Envelope ID: CC48743A-337E-8C63-80F4-B6243F89491E

CENTRALSQUARE®

Quote prepared on:
February 13, 2026
Quote prepared by:
Sage Brownchweig
sage.brownchweig@centralsquare.com

Quote Total **10,260.00 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscriptions on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due annually on the anniversary date of the Delivery Date*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

*Delivery: For on-premise software, Delivery shall be when CentralSquare delivers to Customer the initial copies of the software outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the software. For cloud-based software Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the software or any module of the software or (b) received access to the software via a URL.

Subscription Access. If Customer is purchasing subscription software under this Quote, so long as Customer has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Customer understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote. Upon termination of this Quote or any subscriptions, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation. Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, and no more than once per year, Customer shall permit CentralSquare to audit Customer's use of the software to monitor compliance. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the prompt payment by Customer to CentralSquare of any underpayment.

Docusign Envelope ID: CC48743A-337E-8C63-80F4-B6243F89491E

CENTRALSQUARE®

Quote prepared on:
February 13, 2026
Quote prepared by:
Sage Brownchweig
sage.brownchweig@centralsquare.com

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions
- 100% Due Upon Execution

Contract Startup
- 100% Due Upon Execution

Hardware & Third-Party Software
- 100% Due Upon Execution

Services
- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

Third-Party Services
- Fixed Fee: 50% Due Upon Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

Travel & Living Expenses
- Due as Incurred

Docusign Envelope ID: CC48743A-337E-8C63-80F4-B6243F89491E

CENTRALSQUARE

Summary of Services

Project: Tehama County, CA, Q-251554

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Start Date

Parties agree the project will be scheduled within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

Help with configuration of Cognos Reports in Finance Enterprise

Billed as Incurred - $180/hour
Consulting- 48 hours
Project Management – 9 hours

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

09

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND SUPERION, LLC

This agreement is entered into between the County of Tehama, through its Department of Auditor-Controller, ("County") and Superion, LLC a CentralSquare Technologies company ("Contractor") for the purpose of providing financial software with hosted services, hereinafter this agreement shall be referred to as "Agreement."

The services the County desires to procure are thoroughly described in the Underlying Contract in accordance with the pricing and other terms set forth in Exhibit B (hereinafter referred to as the "Underlying Contract") which is incorporated by reference herein.

The parties intend that this Agreement, including all additional terms stated in this Agreement that are not expressly stated in the Underlying Contract, and the Underlying Contract serve as the Agreement between the parties.

In the event there is a conflict or inconsistency between the terms stated in this Agreement, the terms in the Underlying Contract, or any supporting documentation or subsequent purchase orders, then the following priority shall prevail:

a) The main body of this Agreement and any associated amendments or change orders.
b) The attached Exhibits to this Agreement in the order in which they appear.
c) The attached Exhibits to the Underlying Contract in the order in which they appear.
d) Purchase Orders placed with Contractor in accordance with this Agreement.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide financial software with hosted services as set forth in the Underlying Contract.

Contractor will setup and provide licenses for County to use Finance Enterprise Software which will include installation, consulting, data conversion, migration, maintenance, project management services, technical services, training services, and professional services.

"Personal Information" shall mean any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, "Medical information" as defined under the Confidentiality of Medical Information Act (California Civil Code ("CCC") § 56 et seq.), "personal information" as described in the Information Practices Act of 1977 (CCC § 1798 et seq.), "financial records" as described in the California Right to Financial Privacy Act (Government Code § 7460 et seq.), and all rules and regulations issued under any of the foregoing.

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County shall at all times during the Term: a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.

3) COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B". The maximum compensation for the first year shall not exceed $353,678.75. This total includes first year subscription fee in the amount of $87,018.75, a maintenance fee of $2,000, and all associated fees for set up, consulting services, data conversion, project management services, technical services and training services as defined in Exhibit "B" attached. Maintenance and subscription fees following the first year are subject to an annual uplift amount of 5%. A credit in the amount of the unused portion of Maintenance for Finance Pro paid by the County, if any, will be applied towards the County's first Annual Subscription Fee. The unused portion of paid maintenance will consist of the amount unused as of Go-Live date with PA Enterprise Pro. 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 be paid undisputed fees earned up to the date of such expiration or termination. 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, unless the County requested changes that led to additional expenses, direct or indirect costs, expenditures, or charges. This provision shall survive the expiration or other termination of this Agreement.

4) **BILLING AND PAYMENT**

Annual fees are due upfront at the beginning of each annual term. Service Fees and One-Time Fees are due according to the billing frequency as defined in the Payment Schedule in Exhibit "B" attached.

5) **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate in 5 years. After completion of 5 years, this Agreement will automatically renew unless terminated in accordance with section 6 below.

6) **TERMINATION OF AGREEMENT FOR NON-APPROPRIATION**

County may terminate this agreement upon 30 days' 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. If an appropriation to cover the costs of this contract becomes available within sixty (60) days subsequent to termination under this clause, Contractor will work with the County to re-establish a contract with as close to the same provisions, terms and conditions as the original contract; however, because of the delay, the new contract will most likely require a new project schedule.

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

7) **ENTIRE AGREEMENT; MODIFICATION**

This Agreement (including the Underlying Contract and attached Exhibits) 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) **RESERVED**

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 in accordance with the Agreement between the Parties. 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**

To the fullest extent permitted by law, 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 the performance of the work described herein, directly caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the negligent acts or omissions or willful

misconduct of the County or any of its other contractors. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. These defense and indemnity obligations shall survive the termination or completion of this agreement and are in addition to, and not limited by Insurance obligations in the agreement.

Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) **INSURANCE**

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

12) **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and

agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

13) **NON-DISCRIMINATION**

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

14) **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) **COMPLIANCE WITH LAWS AND REGULATIONS**

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

16) **LAW AND VENUE**

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

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:

a. If to County:

Krista Peterson
Auditor-Controller
444 Oak Street, Room J
Red Bluff, CA 96080

b. If to Contractor:

CentralSquare
1000 Business Center Dr
Lake Mary, FL 32746
Attention: Senior Counsel/Contracts Department

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 commercially accepted standards applicable to system providers in the field in which Contractor practices. Further, Contractor will implement the project in accordance with the Statement of Work, and the mutually agreed upon Project Schedule.

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**

If applicable, 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.

<<Signature Page to Follow>>

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

COUNTY OF TEHAMA

Date: 6/13/2023

Krista Peterson

Krista Peterson
Auditor - Controller

SUPERION, LLC
A CENTRALSQUARE TECHNOLOGIES COMPANY

Date: 6/13/2023

DocuSigned by:
Ron A Anderson
6769F1AD774045B...

Representative

128818
Vendor Number

1021
Budget Account Number

DocuSign Envelope ID: 70C6430A-7A70-4224-A8FA-EDA217747B59

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. Contractor's Workers' Compensation policy shall contain a waiver of subrogation in favor of the County. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurer.

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 or like coverage will be maintained for the same period.

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 full limits available to the named insured shall also be available and applicable to the 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. The effective coverage and limits shall be either the minimum coverage and limits stated herein or the broader coverage and maximum limits of the coverage carried by or available to the named insureds, whichever is greater. 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.

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Coverage Cancellation

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.

Contractor shall require and verify that all subcontractors' 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.

When contracting with subcontractors, Contractor shall require that the full limits available to the named insured shall also be available and applicable to the Additional Insured.

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.

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.

EXHIBIT "B"

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **Superion, LLC a CentralSquare Technologies company** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **Tehama County, CA** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services;

WHEREAS, Customer desires to migrate their Finance Pro application to CentralSquare's cloud hosted Finance Enterprise environment; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

1. **Solution:** PA Finance Enterprise

   1.1. Upon Go-Live, the Customer's Finance Pro license will terminate and the Customer's Cloud Finance Enterprise subscription will begin.

2. **Term.**

   2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for 5 year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

   2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

   2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. **Fees**. In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

   4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

   4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

   4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.

   4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.

   4.5. "**Component System**" means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.

   4.6. **"Confidential Information"** means the Software and Customizations in any embodiment, and either party's technical and business information relating to inventions or software, research and development,

future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend.

4.7. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

4.8. "**Custom Modification**" means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare -generated specification, but without any other changes whatsoever by any Person.

4.9. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.

4.10. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

4.11. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

4.12. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

4.13. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.

4.14. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

4.15. "**Maintenance**" means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").

4.16. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.

4.17. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

4.18. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

4.19. "**Professional Services**" means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

4.20. "**Representatives**" means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.

4.21. "**CentralSquare Personnel**" means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.

4.22. "**Solutions**" means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

4.23. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

4.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.

4.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. License, Access & Services and Audit.

5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.

5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the "**Delivery Date.**"

5.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

5.4. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.

5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:

5.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and

5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means

controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.

5.6. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

5.7. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:

5.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party;

5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;

5.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;

5.7.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;

5.7.5. the operation of, or access to, Customer's or a third-party's system, materials or network;

5.7.6. any relocation of the Solution other than by CentralSquare personnel;

5.7.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;

5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).

5.8. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

5.9. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare's services to its customers, the competitive strength of or market for CentralSquare's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.

5.10. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").

5.11. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare , in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

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6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

   6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

   6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

   6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

   6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

   6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

   6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

   6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

   6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. **Customer Obligations**.

   7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.

   7.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

   7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. **Professional Services**.

   8.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.

   8.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and

without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

9.1 Defined. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 9, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of CentralSquare.

9.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without CentralSquare's prior written approval.

9.3 Exceptions. A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

10. Security.

10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

11. Personal Data. If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

12.1. LIMITED WARRANTY. CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

12.2. **DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

13. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare :
CentralSquare
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235 **email:** legal@CentralSquare .com
Attention: Senior Counsel / Contracts Department

If to Customer:
Tehama County
444 Oak Street - Room J
Red Bluff, CA, 96080
United States
Phone: 530-527-3474 **email:** kpeterson@co.tehama.ca.us
Attention: Auditor-Controller – Krista Peterson

14. **Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

15. **Indemnification**.

15.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless CentralSquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

16. **Termination.** This Agreement may be terminated:

16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

17. **Effect of Termination or Expiration**. On the expiration or earlier termination of this Agreement:

17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and

17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

18. **Assignment**. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to

perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

19. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

19.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.

19.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).

19.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 19.4.

19.4. Mediation. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

19.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

19.6. Litigation or Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party must commence binding arbitration in accordance with the provisions of 19.7 and 19.8.

19.7. Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or related to the Employee's employment with the Company or termination of employment, this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Florida. Parties agree to hold the deliberations in such arbitration confidential.

19.8. Arbitration Procedure. The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's employment arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.

20. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

21. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY

KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

21.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS.

22. **Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

23. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

24. **Counterparts**. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, Docusign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

25. **Material Adverse Change**. If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

26. **Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

27. **Incorporated Exhibits to this Agreement:**

Exhibit 1 – Project Cost Summary

Exhibit 2 - Statement of Work

Exhibit 3 - Maintenance & Support Standards

Exhibit 4 – Travel Expense Guidelines

Exhibit 5 – Sample COI

Superion, LLC a CentralSquare Technologies company	Tehama County
1000 Business Center Drive Lake Mary, FL 32746 US	444 Oak Street - Room J, Red Bluff, CA , 96080, United States

DocuSign Envelope ID: 70C6430A-7A70-4224-A8FA-EDA217747B59

By: DocuSigned by: Ron A Anderson 6769F1AD774045B...	By: Krista Peterson
Print Name: Ron A Anderson	Print Name: Krista Peterson
Print Title: Chief Sales Officer	Print Title: Auditor-Controller
Date Signed: 6/13/2023	Date Signed: 6/13/2023

EXHIBIT 1

Project Cost Summary

Quote #: Q-124016

SOFTWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	Finance Enterprise: Advanced SaaS Subscription Annual Subscription Fee	1	109,805.00	- 31,805.00	78,000.00
2.	HCM Employee Finance Enterprise: Advanced SaaS Subscription Annual Subscription Fee	925	13.00	- 3,006.25	9,018.75

Software Subtotal	$121,830.00 USD
Discount	- 34,811.25 USD
Software Total	87,018.75 USD

SERVICES INCLUDED

	DESCRIPTION	TOTAL
1.	Finance Enterprise: Advanced SaaS Subscription Cloud Setup Fee	10,000.00
2.	Public Administration Consulting Services - Fixed Fee	332,865.00
3.	Public Administration Data Conversion Services - Fixed Fee	27,105.00
4.	Public Administration Project Management Services - Fixed Fee	83,850.00
5.	Public Administration Technical Services - Fixed Fee	10,920.00
6.	Public Administration Training Services - Fixed Fee	63,180.00

Services Subtotal	527,920.00 USD
Discount	- 263,960.00 USD
Services Total	263,960.00 USD

HARDWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	VPN Hardware and Support	1	2,700.00	2,700.00

Hardware Total 2,700.00 USD

QUOTE SUMMARY

Software Subtotal
$121,830.00 USD

Services Subtotal
527,920.00 USD

Hardware Subtotal
2,700.00 USD

Quote Subtotal 652,450.00 USD

Discount - $298,771.25 USD

Quote Total **353,678.75 USD**

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	2,000.00
FIRST YEAR SUBSCRIPTION TOTAL	$87,018.75

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

[THE GUARANTE ON THE PRICING DISCOUNTS ABOVE IS CONTINGENT ON THIS AGREEMENT BEING FULLY EXECUTED BY JUNE 23, 2023]

Payment Terms

ONE TIME FEES

a. Cloud Set-Up Fees are due: 100% on the Execution Date.
b. Hardware is due: 100% on Execution Date.
c. CentralSquare Fixed Fee Professional Services are due pursuant to the following milestone table:

Milestone Payment	Milestone	Description	Estimated Dates	Percent of Services	Term	Services Amount
	Contract Execution					
1	Kick Off Complete	The project kickoff meeting is scheduled within 60 days of contract signing. The purpose is to review the contract documents, the statement of work, and to discuss the overall project organization. Kickoff is considered complete once the meeting has occurred and meeting minutes have been provided and accepted in case revisions must be made. A proof of delivery (POD) is provided to the customer to acknowledge the completion of the kickoff meeting with the Customer, triggering milestone invoicing.		15%	Net30	38,844.00
2	Business Process Review	Business Process Review for Finance Core modules complete and associated reports delivered to the Customer for review. A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the testing results, triggering milestone invoicing.		15%	Net30	38,844.00
3	Finance Enterprise Pre-Production	Finance Enterprise pre-production environment is created in our Hosted Cloud. Client will be provided URLs for access. A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the environment.		10%	Net30	25,896.00
4	Introductory Training	Introductory Training including Navigation and Security training for Finance Enterprise is considered complete once 80% of the participants, as identified and documented in the planning phase of the project. A proof of delivery (POD) is provided to the customer to acknowledge the 80% completion of training triggering milestone invoicing.		10%	Net30	25,896.00
5	Process Testing	Once all core modules are tested and online, the CentralSquare team alongside the customer participate in a functional process test that covers the enabled modules. This testing is considered complete when the engagement for testing has concluded and results have been provided to the customer. A proof of delivery (POD) is provided to the customer to acknowledge the delivery of the testing results, triggering milestone invoicing.		10%	Net30	25,896.00
6	Go Live Finance	Customer is considered Live on the Financial application after 15 days of live operations in a production environment and wherein no urgent or critical error codes are recorded. A proof of delivery (POD) is provided to the customer to acknowledge the Go Live activities, triggering milestone invoicing.		20%	Net30	51,792.00
7	Go Live HR/Payroll	Customer is considered Live on the HR/Payroll applications after 15 days of live operations in a production environment and wherein no urgent or critical error codes are recorded. A proof of delivery (POD) is provided to the customer to acknowledge the Go Live activities, triggering milestone invoicing.		20%	Net30	51,792.00
	Totals			100%		259,860.00

RECURRING FEES

a. The Annual Subscription Fee is due: on the Go-Live Date, and annually thereafter on the anniversary of the Go-Live Date. Beginning in year two, the Annual Subscription Fee is subject to a 5% increase.
d. Annual Support & Maintenance Fees are due as follows:
   i. End Billing for Finance Pro. Upon commencement of billing for the Finance Enterprise Annual Subscription Fees, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit 1.
   ii. Credit. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customers first Annual Subscription Fee. The unused portion of paid Maintenance will consist of the amount unused as of Go-Live Date.

ANCILLARY FEES

a. Reimbursement of travel and living expenses will be governed by Exhibit 4 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
b. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
c. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Statement of Work

Implementation Statement of Work

Project: Tehama County CA – Finance Enterprise and HR/Payroll

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within thirty (60) days from the Effective Date of the Agreement.

Scope of Project

The project includes the CentralSquare core systems, Finance Enterprise and HR/Payroll, as detailed in Appendix A of this SOW.

Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation of the contracted products. Details related to the activities for each application included in this project can be found in Appendix A of this SOW.

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. Resource management is critical to success, for all parties. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. CentralSquare's RACI Chart can be found in Appendix B of this SOW.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope,

and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately addressed by Central Square and customer Project Manager.

Project governance is essential to establishing a decision making and communications model for the project. Key stakeholders will be identified by all parties and regular status meetings will be scheduled to review the project health, risks to timeline/budget, and issues that may block forward progress.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

Implementation Methodology

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services. The Services aligned to implementation include Consulting, Technical and Installation, Data Conversion, and Training. The implementation methodology is a four-stage approach that includes:

Analysis: During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. Decisions related to configuration will be documented in the CentralSquare Decision Workbooks for each major product and delivered to the customer for review and concurrence. Where necessary, CentralSquare Data Conversion Specialists will meet with the data experts from the Customer and review the contracted elements for conversion. Deliverables during this stage include the Decision Workbooks for each product and the data mapping for conversion.

Configuration: Using the decisions documented in the Decision Workbooks during the Analysis stage, CentralSquare will begin work with the customer to configure the system. CentralSquare will also work with the customer functional experts, as needed, to configure interfaces and complete data conversion. All admin level workshops will be completed during the configuration stage of the project: Customer should ensure key project resources are available for consultation and workshops; and customer should be prepared to host training in adequate environments.

Testing: It is expected there will be modifications to current customer processes to align to the functionality of the newly contracted products; as such, validation through appropriate reasonable testing at various stages is critical to a successful deployment. CentralSquare uses an iterative testing approach to ensure the configurations are properly set to achieve the desired outcomes. During the testing stage of the project, the project teams will work together to ensure workflows and business processes are aligned to the application functionality. Once testing is complete, application user training will begin. Deliverables during the testing stage include Test Plans and Go-Live Readiness assessments.

Deployment: Once the project passes the Go-Live Readiness assessment, final planning for Go-Live takes place. This will include completing end user training, defining a communications plan for Go-Live, and defining a Go-Live schedule that is mutually accepted. Deliverables during the deployment stage include a go-live plan, cutover schedule, and communications plan.

Professional Services

Consulting Services: Include both interactive and independent engagements with CentralSquare subject matter experts on the various applications and functions. Types of activities included in Consulting Services are customer workflow analysis, application workshops, and configuration assistance. Also included in the consulting activities are engagements aimed at supporting the customer with testing and go-live activities. More detail on the engagement related to Consulting Services related to this project can be found in the Appendices.
A successful consultation includes multiple platforms of learning and training; therefore, the customer will provide ample workspace in order to be successful in this type of engagement. Network connections, training facilities that include computers, projectors, Wi-Fi access, recommended network configurations in place, and scheduling considerations are imperative so that all who would benefit from collaboration and training may attend.

Technical Services: Provides technology consulting at the infrastructure layer including CentralSquare applications requirements for servers, operating systems, and other various supporting products like SQL and Active Directory. Technical Services are engaged in tasks related to interfaces and integration implementation configuration and knowledge transfer. Refer to the Appendices for contracted Technical Services.

Technical Services also includes activities related to hardware installation (as necessary) and the initial software installation of CentralSquare applications. This includes the services for the provisioning of additional environments for the contracted applications: application environments included in this contract are Production (Pre-Production during implementation), Training/Testing, and Data Conversion (where applicable).

- The Pre-Production environment will become the Production environment upon Go-Live. All activities related to configuration, testing, and training will take place in the Pre-Production environment. Prior to Go-Live, CentralSquare will scrub the Pre-Production environment of all training and testing data and prep for Production Go-Live.
- The Data Conversion environment will be provisioned to align with the Pre-Production environment. This environment will be used as a working/staging environment for data conversion activities during implementation. Once the data conversion activities are complete, the environment will be decommissioned.
- The Training/Test environment will be provisioned in the weeks leading up to Go-Live in an effort to minimize the additional work needed to keep environments aligned.

Once the Training/Testing environment has been completed, and the Production environment is live, the ongoing maintenance for configuration alignment between the two environments will be the responsibility of the Customer.

Communication

Project Status Cadence Meetings: Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues. Project Status and Issues/Risks Reporting: In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.

The Issues Log updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreement by the CentralSquare and Customer Project Manager.

The Customer and CentralSquare agree that the individuals designated in the final project plan are essential to the services offered pursuant to this Agreement. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remedying of challenging issues, the Customer and CentralSquare will use the following dispute resolution process.

All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.

All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Project Manager prior to any escalation.

If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare Project Manager should escalate challenges to senior management representatives.
Customer will provide escalation personnel to CentralSquare Project Manager during Kick-Off phase of the project.

Data Conversion Services: CentralSquare uses an iterative and collaborative approach to data conversion. This includes the initial data analysis, data mapping, and performing sample conversions for validation prior to executing the final conversion into Production. CentralSquare will provide training on the proper use of CentralSquare's data mapping tools to the customer's appropriate staff. CentralSquare consultants will work with the customer to ensure a thorough understanding of the validation requirements necessary to evaluate converted data for completeness and accuracy. Finally, CentralSquare Data Conversion Consultants will provide a final plan for converting data into the Production environment aligned to the Go-Live schedule and will review this plan with the appropriate customer staff.

While CentralSquare will collaborate with the customer staff on the best practice approach to validation of converted data, it is ultimately the responsibility of the customer to ensure the validation is prioritized for timely completion and data is verified for accuracy. Up to three iterations of translation, conversion, and review are performed for each dataset; therefore, it is imperative to have sufficient time allotted for effective review at each iteration. Detailed documentation in writing will be required from the customer staff for any discrepancies or issues found during the data review.

Training Services
Utilizing a global methodology for user training across all product lines ensures the preparation, documentation, and delivery of training is effective across all of CentralSquare branded core applications, add-ons, and interfaces. Training sessions can occur through multiple vehicles such as live-online, e-learning on demand, and face-to-face classroom settings. CentralSquare Consultants work with customer administration and subject matter experts to establish a training plan to include the course objectives, schedule, location(s), and participants.

CentralSquare provides a hands-on, interactive approaches to user training: End-User and Train-the-Trainer.

- End-Users are defined as employees who will access the application(s) on a regular basis to perform their daily activities. End-User classes incorporate various functions based on realistic scenarios focused on process using the applications inherent tools to ensure productive use of the system at and after Go-Live. Topics in End-User courses will include data entry, searching, reporting, and application navigation.
- Train-the-Trainer courses are designed to prepare the Customer's trainers to conduct End User training. CentralSquare uses a teach and teach-back approach for Train-the-Trainer to allow for our Consultants to evaluate the Trainer's knowledge and ability to convey methodology appropriate to the use of the CentralSquare applications.

Successful trainings rely on the customer to dedicate assigned personnel to attend sessions limiting the interruptions of normal work duties. To ensure training is most successful the Customer will provide appropriate classrooms, facilities, connectivity (networks and lines to data terminals), devices with system software installed, and related equipment/materials to support each training class. With a hands-on and interactive approach to training, every effort should be made to include one full-function workstation per student, one full-function workstation for the instructor, necessary projection equipment, a whiteboard, and network connectivity. Every attendee should have the prerequisite skill sets, operations knowledgebase, and dedicated time to complete follow-up tasks after the completion of the training.

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APPENDIX A - PRODUCT: FINANCE ENTERPRISE AND HR/PAYROLL

FUNCTIONAL GROUPS:

The Finance Enterprise and HR/Payroll solution will be implemented for the County for the following modules:

- General Ledger
- Budgeting
- Accounts Payable
- Accounts Receivable
- Bank Reconciliation
- Cash Receipts/Cash Management
- Fixed Assets/Capital Assets
- Purchasing/Requisitions
- Person/Entity (Vendors/Customers)
- Human Resources
- Payroll
- Employee Online Basic
- Pcard
- Stores Inventory
- Employee Online with Open Enrollment
- Grants Management
- Project Allocation
- Contract Management
- Personnel Action Forms

ANALYSIS:

During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. In this stage we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

Major Task	*Description*
Business Process Review	Consultant meets with different areas of Finance and HR/Payroll reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to the different key functional areas. Deliverable: Finance Enterprise and HR/Payroll Formal BPR Report and Recommendations.
Data Migration Mapping	The consultant will work closely with the agency's legacy data expert, to review the source data and map it to the proper target data field in Finance Enterprise.

INSTALLATION:

Below are the major technical tasks included in this project. Significant tasks included:

Major Task	Description
Installation of Pre-Prod of Finance Enterprise and Cognos Environments	CentralSquare technical consultant will create a new pre-production environment in CentralSquare's hosted cloud. Details are included in Appendix C of this SOW.

DATA MIGRATION:

Major Task	*Description*
Data Migration	CentralSquare consultants will work with the County during the migration process. We will assist and train the client to use the data import tools.

CONFIGURATION:

Finalizing the Finance Enterprise configuration will be a collaborative process driven by the functional requirements discovered during the business process review and through consultative engagements between CentralSquare staff and the customer's Subject Matter Experts. Significant tasks include:

Major Task	*Description*
System Configuration	CentralSquare consultants will work with the County to configure the system to meet their needs. The configuration will be based on the findings of the Business Process Review. This configuration will be tested and adjusted as needed by the client.
Workflow Creation	CentralSquare consultants will work with the County to configure Workflow in accordance with the County's processes.
Report Development	CentralSquare consultants will work with the County to develop custom reports.
Configuration Validation	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.

TRAINING:

Application Workshops

Application workshop training classes designed as hands-on workshops to Train-the-Trainer. These classes generally are limited to eight participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers) and should be attended by functional experts in the specific application area.

Core Solution	Training Type	Intended Audience	Topics	Location
Finance Core Training	CST Instructor-led Training	Train the Trainer Client functional experts will attend	Modules included in Functional Groups, listed in this Appendix	Remote
General Ledger Training	CST Instructor-led Training	Train the Trainer Client functional experts will attend	General Ledger & Budget	Remote
HR/Payroll Training	CST Instructor-led Training	Train the Trainer Client functional experts will attend	Human Resources, Payroll	Remote
Cognos Analytics	CST Instructor led Training	Report writers and users	Overview and general navigation. Report building techniques and skills	Remote

End-User Training

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. With the decision to choose CentralSquare facilitated training, an instructor provides training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. These classes generally are limited to 10-12 participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers). Agendas for each module will be based on specific configuration and workflows established during the implementation.

TESTING:

Testing will assess your team's readiness for Go Live. It is an iterative process, conducted by the client, to verify the configured solution meets the stated functional requirements. This phase is especially important to ensure a smooth transition at go-live. Significant tasks include:

Testing Tasks	Definition
Planning	CST will work with the System Administrator to develop an Acceptance Test Plan to verify the configured solution meets the stated functional requirements. This Plan will include user test scripts covering the various Finance functions
Issue Tracking	CST will collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
Issue Resolution	CST will work collaboratively to resolve all such issues, problems and malfunctions to the customer's satisfaction
Acceptance Testing	System Administrator will perform acceptance testing to ensure acceptance criteria items have been addressed, and certify Finance Enterprise is ready for "go-live"

DEPLOYMENT:

Starts with the completion of your production environment. Then, we conduct a mock Go Live. Finally, once both teams agree on readiness, we Go Live. Significant tasks include:

Major Task	Description
Configuration Validation	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Plan Cutover Schedule and Communications	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
Testing Ends Sign Off	Both parties will acknowledge the completion of testing by signing the Testing Ends document.
Execute Go Live	The Client transitions from their legacy system to the Finance Enterprise system and conducts their normal day-to-day business.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs.

APPENDIX B: RACI Chart

- Responsible (Who is/will be doing this task?)
- Accountable (Who is the decision maker?)
- Consulted (Anyone/stakeholders that can talk about it.)
- Informed (Whose work depends on this task/needs to be kept up to date?)

	Sales	Project Management			RMO		Service Delivery						GIS		Cloud Services		Cust Success	Support	Customer			
	Account Executive	PMO Senior Leadership	PM Manager	Project Manager	RMO Leadership	Resource Planner	SD Senior Leadership	SD Manager	Trainer	Consultant	Installation Specialist	Data Conversion Specialist	GIS Manager	GIS Specialists	Cloud Team Leadership	Cloud Team	Cust Success Manager	Support Analyst	Customer Sponsor	Customer PM	Cust Functional Leads	Customer SMEs
Phase 1: Initiation																						
Assigning a Project Manager			R, A	I				I														
Sending Introductory Email to Customer				R, A				I												I		
Performing Contract / Project Setup and Intelligence Review			C	R, A				I														
Sizing a Project for Velocity			C	R, A				C														
Requesting an Implemenation Guide			C	R, A																		
Building Project Folder				R, A																		
Building Initial Draft of Project Artifacts			C	R, A																		
Initially Contacting Third Party Vendors				R, A																		
Requesting Work From the Cloud Team				R, A				I							I	I						
Sending Welcome Package to Customer				R, A						I									I	I	I	I
Conducting Sales to Service Transition Call	C		C	R, A				C	I	I	I	I	C	I		I						
Initially Calling Customer				R, A						I									I	C	I	I
Drafting Initial Project Timeline				R, A		I		C		I									I	C	C	C
Completing Project Initiation Checklist				R, A															I	C	C	C
Phase 2: Planning																						
Performing Project Kickoff	I	I	C	R, A			I	C	C	C	C	C	C	C	I	I			C	C	C	C
Scheduling Resources			I	C	C	R		A,C	I	I	I	I	C	I		I						
Reviewing Project Plan with Customer				R, A						I									I	C	C	C
Receiving Project Plan Customer Signoff		I	I	R, A	I	I	I	I	I	I	I	I	I	I	I	I			C	C	C	C
Completing Project Planning Checklist				R, A															I	C	C	C
Phase 3: Monitor & Control																						
Conducting Cadenced Status Meetings				R, A					C	C	C	C		C		C				C	C	C
Completing Monthly Status Reporting		I	I	R, A			I	I	C	C	C	C	I	C	I				I	I		
Performing Issue Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Risk Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	C	C
Performing Change Control Management				R, A															C	C	C	C
Performing Change Management				C															R, A	R	R	R
Performing Project Health Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Executive Stakeholder Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	I	I
Preparing for Go-Live		I	C	R, A			I	C	C	R	R	C	C	C	C	C	I	I	I	C	C	C
Conducting Go-Live	I	I	C	R, A			I	C	C,R	R	R	R	C	R		R			I	C	C	C
Sprint 1: Analysis																						
Workflow Analysis			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Analyze Technical and Functional Requirements			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Data Migration Mapping			I	I			I	C	I	A	C	R	C	C					I	C	I	C
Sprint 2: Configuration																						
Build Environment				I			I	I	I	A	R		C	C					I	I	C	C
Configure Environment									C	R	C		C	C					I	I	C	C
Unit Testing				A						R	C		C	C					I	I	C	C
Adminstrative Workshops									R	C			I	I					I	I	C	C
Data Conversion				I				I		A	C	R	I	C					I	I	I	I
Sprint 3: Testing																						
Testing				I				I		R	C									I	C	C
Fix Issues and Retest				I				C		R	A	C									C	C
System Sign-Off				A				I		R	C		I	C					I	C	C	C
Knowledge Transfer/User Training				I				I	R													
Go-Live Readiness				A				I		R									I	I	I	I
Sprint 4: Deployment																						
Configure Production Environment			I	I			I	I		C	R										C	C
Plan Cutover Schedule and Communications				R				C		C	C								I	C	C	C
Pre-Launch Testing								I		R	C											
Go-Live + Communication		I	C	R				C		C	C								I	I	I	I
Phase 4: Closeout																						
Completing Transition to Support and CSM		I	I	R, A			I	I	I	I	I	I	I	I			R	R		C	C	C
Delivering Post Go-Live Items				R, A					R	R	R	R		R								
Performing Post Go-Live Issue Resolution				R, A					R	R	R	R		R		R		R				
Conducting Closeout Meeting with Customer				R, A															I	C	C	C
Performing Contract Reconciliation				R, A					I													
Completing Lessons Learned		I	C	R, A	I	C	I	C	C	C	C	C	C	C	I	C	I	I				
Archiving Project Folder				R, A																		
Performing Management Review			C	R, A																		
Closing Project in OpenAir				R, A																		
Completing Project Closeout Checklist				R, A																		

APPENDIX C: Cloud Services (Cloud Services – Hosted)

CentralSquare and Customer will conduct the following as part of this project. SAAS

Tasks	Name	Description	Customer Role	CentralSquare Role
1.	Creation	Initial Creation of CentralSquare's Finance Enterprise software	Attend Discovery Call Provide necessary information for the environment build. Provide a list of network printers Work with CST team to choose the authentication method Provide a list of users, if needed Work with Networking team to verify the site-to-site VPN is properly configured.	Discovery Call Complete install and data migration Work with client team to choose the authentication method Work with client to verify the site-to-site VPN is properly configured.
2.	Test Account Creation	Test Account Creation is the creation from the production environment once the client goes live.	Validate Account	Create Test Account
3.	Cognos Environment Creation	Creation of the Cognos Analytics pre-production environment.	Validate Account	Complete install and migrate client reports

Assumptions

- CentralSquare will migrate Customer data into the Finance Enterprise database and confirm that the Finance Enterprise software's primary system functions are available.
- CentralSquare will install the Finance Enterprise software into our Private Cloud environment, managed by our Cloud services team and provide access to the Customer through a standard URL, secured over a site-to-site VPN tunnel. We provide a physical hardware appliance that the customer installs on-site and we manage remotely.
- CentralSquare will configure Cisco Anyconnect VPN client access, but only for Disaster Recovery purposes. It is limited to 10 connections. Additional connections can be added for an additional cost.
- CentralSquare will complete all work remotely
- CentralSquare will create one (1) Production Environment and one (1) Test Environment as part of the Agreement. Additional accounts will require additional hours and hosting fees, added under separate quote by mutual written agreement at CentralSquare's prevailing

rates.

- CentralSquare can assist the client with Azure AD (OIDC), which is compatible with version 21.1 or greater. CentralSquare will configure those parts of the integration that are required and accessible for the cloud environment. There are some tasks that CST will require client assistance. Once configuration is complete, this will be tested by the client.
- CentralSquare can assist the client with Okta SAML and Azure AD SAML, which is compatible with version 21.2 or greater. CentralSquare will configure those parts of the integration that are required and accessible for the cloud environment. There are some tasks that CST will require client assistance. Once configuration is complete, this will be tested by the client.

Roles and Responsibilities

CentralSquare:

- Will stand up the new environments.
- URL's for the environment will remain the same following go-live.
- Will conduct a test to verify that CentralSquare applications have been installed and operating properly.

Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.

EXHIBIT 3

Support Standards (CLOUD)

1. CentralSquare Cloud Security Program

1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy an availability through multiple carriers.

1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.

1.3. Testing, Audits & Compliance. third-party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.

2. Service Level Commitments

2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.

2.2. Support Terms. Beginning on the Execution Date and continuing for twelve (12) months thereafter (**"Initial Support Term"**), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a (**"Renewal Support Term"**). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Term.

2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each Service Period for access by Customer (**"Service Availability"**). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

2.3.1.1. mutually agreed upon by CentralSquare and the Customer.

2.3.1.2. paid, installed and maintained by the Customer.

2.3.1.3. non-invasive and may not reside on CentralSquare's systems.

2.4. Calculation. Service Availability for a given month shall be calculated using the following calculation:

2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit

calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

3.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

4.1. Solutions maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

4.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

5. Incident Response. Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%

4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

5.1. Measurement. CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

6. **Disaster Recovery.** CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.

7.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.

7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.

9. **Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.

10. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. **Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.

12. **Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.

13. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.

14. **Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

15. **Telephone Support & Support Portal**

15.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer

as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration.

15.2. Releases. Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

15.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer.

EXHIBIT 4
Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 5

Sample COI

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2022

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 MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114697-EO/C-GAWU-22-23	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: The Charter Oak Fire Insurance Co. — 25615 INSURER B: Phoenix Insurance Company — 25623 INSURER C: Travelers Property Casualty Company Of America — 25674 INSURER D: Travelers Casualty And Surety Company — 19038 INSURER E: AIG Specialty Insurance Company — 26883 INSURER F:

COVERAGES — CERTIFICATE NUMBER: ATL-005494481-00 — REVISION NUMBER: 0

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:			H-630-6S758660-COF-22	08/31/2022	08/31/2023	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 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-6S783539-22-I3-G	08/31/2022	08/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-6S801390	08/31/2022	08/31/2023	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-6S783668-22-I3-G	08/31/2022	08/31/2023	[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
E	E&O/Cyber			015930626	09/30/2022	08/31/2023	Limit SIR		5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
CentralSquare Technologies LLC 1000 Business Center Drive Lake Mary, FL 32746	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 of Marsh USA Inc.

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Background regarding upgrade:

In Fall 2020, a Strategic Plan titled, "3-Year Plan to Fiscal Stability" was put in place by a task force comprised of fiscal administrators throughout the County, as well as Personnel and Administration. The plan was divided into several sections, and among them was "Systemization – Automation of Services". This group was tasked with a variety of initiatives, including but not limited to, the automation of claims, purchase orders, contracts, personnel action forms, the budget process, and remote time entry.

In 2021, after reviewing multiple cloud-based budget applications, we selected ClearGov and are now in our second season of budgets using this software. Overall, County department users like the software and appreciate how user-friendly it is. Administrators are finding it a bit more challenging but are growing more accustomed to using it.

With regard to the payroll/remote time entry initiative, the group watched several demos from software companies, and I also gathered information on a few others. All, but one, of the applications was external to our current financial system, ranged in cost from $50,000 to over $100,000 annually, and would have required staff to manually export data from the payroll program and import data back into our financial system in order to charge departments and print pay checks.

Recently, a new partnership between our current financial software provider and a well-known payroll company called UKG, was formed. The partnership would allow us to create an automated link between the timekeeping software and the financial system. I was very exciting to find that two systems would work cohesively together. Unfortunately, I was told that I needed to upgrade our current financial system package from "Finance Pro" to "Enterprise" to acquire and implement UKG's payroll software. Consequently, we discovered that upgrading to "Enterprise" would not only allow us to automate several payroll operations, but would also allow us to automate several other financial process in the County, thereby compounding efficiency and allowing us to keep all the processes wrapped within the same software which is an ideal situation.

Therefore, an upgrade to "Enterprise" would allow us to implement many of the other items and initiatives noted in the 2020 3-year plan to Fiscal Stability: we would be able to work towards automation/decentralization of the claims process (i.e., the way in which departments pay their bills), automating Purchase Orders with workflow similar to IQM2, and automating timekeeping (not as robust as the stand-alone companies but should be sufficient for our purposes and far more cost-effective). "Enterprise" would also offer the following: Electronic Personnel Action forms, a link with NEOGOV to export new hire information into the new employee screen, an interface with ClearGov (current budget software), contract management, grant management, position control and a much more robust report builder, which would provide a better means for data analytics.

The original quote for the upgrade, with one year of maintenance, was $527,673. However, I am being offered the upgrade at a 50% discount if I get a contract in place prior to June 30, 2023...The new cost would be around $354,000...the maintenance is not discounted. I have been approved to utilize $250,000 from the LATCF and have $104,000 in my current budget to cover the cost of the upgrade and the first year of maintenance.

The upgrade and annual maintenance cost can be captured in our Cost Plan (A-87) which will allow me to recover some of the cost from non-General Fund departments. Unfortunately, there is a 2-year lag for recovery, so we won't start recovery for a couple of year, dependent on when the costs are incurred.

E-Contract Review
Approval as to Form

Department Name: Auditor

Vendor Name: Superion, LLC. a CentralSquare Technologies Company

Contract Description: Finance Enterprise Environment (Software)

APPROVED AS TO FORM:

Date: 6/14/23

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

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

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

36. AUDITOR-CONTROLLER

a) TRANSFER OF FUNDS: AUDITOR-CONTROLLER, B-98 - From LATCF (Local Assistance and Tribal Consistency Fund) (1021-4507205) to Contingency (1109-59000) $250,000; and From Contingency (1109-59000) to Computers (1021-57603) $250,000. **(Requires 4/5's vote)**

Auditor-Controller Krista Peterson reviewed the history in regards to researching and purchasing software that will provide more automation in their office.

Supervisor Carlson said she is glad we are moving forward with this automation system.

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

b) AGREEMENT - Approval and authorization for Auditor to sign the Agreement with Superion, LLC a CentralSquare Technologies Company, for the purpose of providing financial software with hosted services. Maximum compensation shall not exceed $353,678.75 for the first year, rates and terms thereafter are set forth in Exhibit B of the Underlying Contract. This agreement shall commence upon signing and terminate 5 years after.

(Miscellaneous Agreement #2023-208)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Matt Hansen, Supervisor - District 4
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 27th day of June, 2023.

DATED: July 12, 2023

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

Deputy

E-Contract Review
Approval as to Form

Department Name: Auditor

Vendor Name: Superion, LLC, a CentralSquare Technologies Company

Contract Description: Amendment to Agreement for Finance Enterprise Environment (Software)

APPROVED AS TO FORM:

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

Date: 6/10/26

Tehama County

Agenda Request Form

File #: 26-0998 **Agenda Date:** 6/23/2026 **Agenda #:** 7.

SOCIAL SERVICES / COUNTY COUNSEL

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee and County Counsel to sign the Interagency Memorandum of Understanding to provide legal services involving Welfare and Institutions Code 300 cases; with a maximum compensation not to exceed $328,324 effective 7/1/26 and shall terminate 6/30/27.

Financial Impact:
The costs for this contract will be planned in the FY 26/27 Budget in 5013-532300, Professional Services. The contract will be funded through Federal and Realignment revenues. This will have no impact on the General Fund.

Background Information:
This is a renewal MOU. County Counsel has provided legal support and has represented the County in juvenile WIC Code 300 cases for the past several years.

INTERAGENCY MEMORANDUM OF UNDERSTANDING BETWEEN THE TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES AND THE OFFICE OF TEHAMA COUNTY COUNSEL

This Interagency Memorandum of Understanding is entered into between the County of Tehama Department of Social Services, hereafter referred to as TCDSS ("County") and The Office of Tehama County Counsel, hereafter referred to as County Counsel ("Contractor") for the purpose of providing legal services involving Welfare and Institutions Code 300 cases.

1. **RESPONSIBILITIES OF COUNTY COUNSEL**

During the term of this agreement, Contractor shall provide services in accordance with the Duty Statement, Exhibit C, and agrees to terms identified in Debarment, Suspension, and Other Responsibility Matters, Exhibit B, attached hereto and made a part of this agreement.

2. **RESPONSIBILITIES OF TCDSS**

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

3. **COMPENSATION**

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by TCDSS, County Counsel shall invoice TCDSS at the actual cost incurred in accordance with the budget sheet attached hereto and incorporated herein as Exhibit D. The Maximum Compensation payable under Agreement shall not exceed $328,324. County Counsel may, with TCDSS approval, reallocate funds among each of the major cost categories listed in Exhibit D, to a maximum of 15% of each part, not to exceed the Maximum Compensation amount set forth above. County Counsel shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. County Counsel shall have no claim against TCDSS for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by County Counsel after the expiration or other termination of this Agreement. County Counsel shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and County Counsel agrees that TCDSS has no obligation, whatsoever, to compensate or reimburse County Counsel for any expenses, direct or indirect costs, expenditures, or charges of any nature by County Counsel that exceed the Maximum Compensation amount set forth above. Should County Counsel receive any such

payment it shall immediately notify TCDSS and shall immediately repay all such funds to TCDSS. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

County Counsel shall submit to TCDSS a quarterly flat fee invoice, of services performed, as follows:

Invoice for Services:	Invoice Due On:
July 1st to Sept. 30th	Oct. 15th
Oct. 1st to Dec. 31st	Jan. 15th
Jan. 1st to March 30th	April 15th
April 1st to June 30th	June 15th

Invoices and time study totals showing the number of hours worked will be emailed to AccountsPayable@tcdss.org . TCDSS shall make payment within 30 days of receipt of County Counsel's statement.

5. **TIMELY SUBMISSION**

Notwithstanding section #4, County Counsel 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 TCDSS under this Agreement have ceased and that no further payments are due or outstanding. TCDSS will not honor any delinquent invoice. County Counsel will be deemed to have forfeited its right to payment and shall have no claim against TCDSS for payment, of any kind whatsoever, for any delinquent invoice.

6. **TERM OF AGREEMENT**

This agreement shall commence on July 01, 2026 and shall terminate June 30, 2027, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

The agreement may be earlier terminated by order of the Superior Court pursuant to section 318.5 of the Welfare and Institutions Code. TCDSS may terminate this agreement immediately upon oral notice should funding cease or be materially decreased. Should this agreement be terminated, County Counsel shall provide TCDSS all finished and unfinished reports, data,

studies, photographs, charts, and other documents prepared by County Counsel pursuant to this agreement.

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. **INSURANCE**

TCDSS acknowledges that County Counsel participates in the County of Tehama's program of self-insurance established by the Tehama County Board of Supervisors, TCDSS further acknowledges that County Counsel is required to contribute a portion of the funds necessary to operate this program.

11. **NON-DISCRIMINATION**

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

12. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid

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

13. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by 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.

14. **LAW AND VENUE**

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

15. **AUTHORITY**

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

16. **NOTICES**

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

NOTICES TO TCDSS:	**NOTICES TO COUNTY COUNSEL:**
Bekkie F. Emery, Social Services Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080	Margaret Long, County Counsel Tehama County Counsel PO Box 8189 Red Bluff, CA 96080

Fax: 530-527-5410	
INTERAGENCY COMMUNICATION Issues that require resolution and concern day-to-day operation of the program shall be addressed to:	
TCDSS:	**COUNTY COUNSEL:**
Steven Dickerson, CWS Program Manager Tehama County Department of Social Services PO Box 1515 Red Bluff, CA 96080	Appointed Deputy County Counsel Tehama County Counsel PO Box 8189 Red Bluff, CA 96080

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

17. **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.

18. **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.

19. **NON-EXCLUSIVE AGREEMENT**

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

20. **HAZARDOUS MATERIALS**

County Counsel shall provide to TCDSS all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by County Counsel, or any of its Subcontractors, in connection with the services on County property. County Counsel shall provide TCDSS 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 County Counsel, or any of its Subcontractors, during the performance of the services. TCDSS shall provide Safety Data Sheets for any Hazardous Materials that County Counsel may be exposed to while on County property.

21. **HARASSMENT**

County Counsel 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.

22. **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.

23. **STANDARDS OF THE PROFESSION**

County Counsel 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 County Counsel has been properly licensed to practice.

24. **LICENSING OR ACCREDITATION**

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

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. **OWNERSHIP OF DOCUMENTS**

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

27. **DOCUMENTS AND RETENTION**

1. County Counsel and County agree to retain all documents relevant to this agreement for three years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, County Counsel shall make available these records to the TCDSS, State, or Federal government representatives.
2. County Counsel shall develop and maintain records concerning the services provided pursuant to this agreement. County Counsel shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. County Counsel shall fully cooperate with the TCDSS in providing any information needed by any governmental entity concerning this agreement.

28. **SEXUAL HARASSMENT**

County Counsel 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. County Counsel shall provide services in accordance with Exhibit A, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

29. **CONFLICT OF INTEREST**

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

30. **CONFIDENTIALITY**

The intent of this agreement is for County Counsel to provide legal services involving Welfare and Institutions Code 300 cases. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

a. County Counsel 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 County Counsel 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. County Counsel 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.

31. **AVAILABILITY OF FUNDS**

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

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

The TCDSS may monitor the County Counsel's performance to assure compliance with the terms, conditions, and specifications of this agreement.
County Counsel 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 TCDSS at any time. This shall include informing recipients of their right to a State hearing.
The TCDSS may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the County Counsel or any person employed by County Counsel, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

33. **MISCELLANEOUS PROVISIONS**

County Counsel 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).

34. **DUPLICATION OF SERVICES AND REFERRALS**

County Counsels' 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.

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

IN WITNESS WHEREOF, TCDSS and County Counsel have executed this agreement on the day and year set forth below. Agreement not valid without signatures of authorized representatives from all parties.

TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES

Executed at Red Bluff, California, 5/20/26 by _____
Date Bekkie F. Emery, Social Services Director

TEHAMA COUNTY COUNSEL

Executed at Red Bluff, California, 5/21/26 by _____
Date Margaret Long, County Counsel

5013-532300
Budget Account Number

93.658
Federal Funding CFDA #

EXHIBIT A

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 B

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief, that it:

A) Is not presently debarred, suspended, proposed for disbarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

B) Has not been convicted within the preceding three years of this agreement or had a civil judgement rendered against it for:

i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;

ii. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocations of customers between competitors, and bid rigging;

iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or

iv. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility

C) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above in paragraph (B) (i-iv) of this agreement.

D) Has not had one or more public transactions (Federal, State, or local) terminated within the preceding three years of this agreement for cause or default.

E) Contractor shall report immediately to County in writing, any incidents of alleged fraud and/or abuse by either contractor or subcontractors.

F) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

G) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

EXHIBIT C

DUTY STATEMENT

Deputy County Counsel(s) for Dependency Court

Deputy County Counsel

Under the supervision of the Tehama County Counsel and in collaboration with the Tehama County Department of Social Services, the Deputy County Counsel(s) will perform the following duties:

I. Represent the Department of Social Services—Children's Services Division (CPS) in juvenile court proceedings including law and motion calendar, contested hearings and appeals, including but not limited to the following items:

- A. Review cases for hearing.
- B. Staff cases set for contested hearing with pertinent parties to prepare for hearing and determine who to subpoena.
- C. Prepare social workers for testimony.
- D. Subpoena witnesses.
- E. Arrange pre-settlement conferences if possible.
- F. Provide competent legal representation.

II. Provide consultation to Program Manager, Supervisors, and Social Workers, including but not limited to the following:

- A. Review and advise on all petitions submitted for filing with the Court.
- B. Attend weekly case staffing on critical cases.
- C. Review petitions at request of a Supervisor.
- D. Review court reports at request of a Supervisor.
- E. Author findings and orders on critical cases.

III. Prepare and file responses to appeals and write petitions as necessary.

IV. Provide training to Social Workers as requested by Program Manager.

V. Attend training on a yearly basis, which may include:

- A. County Counsel Association Conference—Child Welfare Study Session three-day conference, two times per year.

B. Beyond the Bench, three-day conference each year.

C. Stay current with Child Welfare laws utilizing CoCoNet—web page exclusively for Counsel Dependency Attorneys and Compendium of Laws—a ten-chapter book outlining issues relevant to dependency court, available online.

D. UC Davis sponsored training on legal issues including but not limited to:

1. Child Welfare Law
2. Juvenile Court Processes and Procedures
3. Parent and Relative Search Techniques
4. Writing Effective Petitions
5. Writing Court Reports
6. Rules of Evidence
7. Preparing and Presenting Effective Testimony
8. Multiethnic Placement Act
9. Indian Child Welfare Act
10. Criminal and Civil Liability

VI. Develop peer support with other attorneys specializing in Child Welfare Law for consultation of complex case issues.

VII. Compensation

A. TCDSS understands that County Counsel has hired and will continue to maintain a Deputy County Counsel for the benefit of TCDSS.

B. TCDSS shall seek funding from Federal, State, County or other sources during the period covered by this agreement necessary to fulfill the budget provisions of Exhibit.

C. TCDSS agrees that it will immediately notify County Counsel of any projected or actual increase, decrease or discontinuance of funding from any source, which would affect any of the terms of this agreement.

D. TCDSS reserves the right to request to modify levels of funding for programs and re-negotiate contract budgets, if needed, due to increase or decreases in funding from any funding source. TCDSS also reserves the right to request changes in program design in order to accommodate funding changes.

E. 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.

F. Equipment purchased with funds provided by this agreement shall become the property of TCDSS upon termination of the agreement.

VIII. Contractor agrees to:

A. Employ and train 1.25 Full-Time Equivalent (FTE) positions at the Deputy County Counsel level I or higher and 1.00 FTE legal Secretary position to perform the services described in this agreement and .10 Supervision. If the County Counsel determines, in his/her sole discretion, that the responsibilities of County Counsel hereunder require the services of a lead-level Deputy County Counsel who is professionally qualified and experienced to independently perform the specialized work hereunder and to provide direction the other assigned attorney(s), the County Counsel may staff one or more of the above-described Deputy County Counsel positions at the Deputy County Counsel IV level.

B. Maintain sufficient records to document time spent by personnel assigned to provide services pursuant to this agreement for the purpose of a payment and financial audit per the guidelines of the Child Welfare Services program, as described in the Department of Social Services Manual of Policies and Procedures.

C. Verify that all such certified/licensed personnel maintain their certification or licenses throughout the provision of services under this agreement.

IX. TCDSS Agrees to:

A. Provide staff as contact persons who are knowledgeable in Child Welfare Services and cases as necessary and requested by Counsel.

B. Provide reimbursement for legal services, support, and overhead costs provided by County Counsel pursuant to this Agreement.

C. Provide an office site, at the TCDSS site to be used when working at TCDSS.

EXHIBIT D

INTERAGENCY MOU BETWEEN TCDSS COUNTY COUNSEL

2026-2027 FY BUDGET

Expenditures		CPS Salary Cost Per 2.35 FTE
51010	Salary and Wages	$211,525
51011	Extra Help	$0
51012	Overtime Compensation	$0
51020	PERS Retirement	$21,004
51021	OASDI	$16,388
51030	Group Insurance	$52,273
51031	Unemployment Insurance	$423
51040	Workers Compensation	$2,604
Total	**Salary & Benefits**	**$304,217**

Services and Supplies		Base Budget	Services and Supplies Cost based on 2.35 FTE
53120	Communications	$3,138	$952
53150	Insurance	$7,469	$2,265
53170	Maintenance of Equipment	$3,633	$1,102
53180	Maint Structure/Improv Grounds	$2,000	$606
53200	Memberships	$7,751	$2,350
53220	Office Expense	$5,100	$1,546
53230	Professional/Special Services	$19,670	$5,964
53240	Publication/Legal Notices	$784	$238
53260	Rent/Lease of Buildings	$0	$0
53280	Special Departmental Expense	$5,752	$1,744
53290	Employee Travel Expense	$9,000	$2,729
53300	Utilities	$15,204	$4,610
Total	**Services & Supplies**	**$79,501**	**$24,107**

Total CPS Contract Cost	**$328,324**
Quarterly billing for FY 2026/2027	**$82,081**

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: County Counsel

Contract Description: For the purpose of providing legal services involving Welfare and Institutions Code 300 cases

APPROVED AS TO FORM:



Date: 05/15/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1023 **Agenda Date:** 6/23/2026 **Agenda #:** 8.

SHERIFF / PERSONNEL

Requested Action(s)
a) OTHER THAN “A” STEP - Request approval to appoint applicant as Sheriff’s Animal Regulation Officer, Range 19, Step 2, upon successful completion of all pre-employment requirements

Financial Impact:
The funds for this position are currently budgeted in the FY 25/26, Budget Unit 2029.

Background Information:
The applicant’s qualifications and experience exceed entry-level placement due to their extensive hands-on background in animal care, livestock management, and leadership developed through years of agricultural involvement and community-based programs.

The applicant possesses more than three years of animal handling experience, including substantial knowledge of the care, management, and safe handling of both bovine and equine species. While employed on an active cattle ranch, the applicant gained practical experience in cattle handling, herd management, and livestock care, developing the skills necessary to safely work with large animals in a variety of environments. Additionally, the applicant worked at a horse training facility where they were responsible for supporting the health, care, and exercise routines of horses, further strengthening their equine management and handling abilities.

The applicant also participated in local 4-H programs for seven (7) years and the Future Farmers of America (FFA) program for four (4) years, where they developed valuable animal husbandry, leadership, project management, and organizational skills through the successful raising and exhibition of market livestock. Through participation in competitive rodeo and livestock judging activities, the applicant further demonstrated strong situational awareness, sound decision-making abilities, and the capacity to remain composed and effective in high-pressure environments.

The combination of their training and experience justifies the increase to Step 2. The hiring of this employee is a benefit to the Tehama County Sheriff’s Office and the community we serve.

The Personnel Office has reviewed the candidate’s qualifications and agrees with placement at Salary Range 19, Step 2, 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: Jennifer Crane, Accountant I
TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Animal Regulations Officer 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. $ 20.50 Step 1 Request: $ 21.52 Step 2

2. Total applications received during recruitment for this position: 23
Total number of "qualified" applicants: 4

3. Justification for requesting higher step than A:
The applicant's qualifications and experience exceed entry-level placement due to their extensive hands-on background in animal care, livestock management, and leadership developed through years of agricultural involvement and community-based programs.

The applicant possesses more than three years of animal handling experience, including substantial knowledge of the care, management, and safe handling of both bovine and equine species. While employed on an active cattle ranch, the applicant gained practical experience in cattle handling, herd management, and livestock care, developing the skills necessary to safely work with large animals in a variety of environments. Additionally, the applicant worked at a horse training facility where they were responsible for supporting the health, care, and exercise routines of horses, further strengthening their equine management and handling abilities.

The applicant also participated in local 4-H programs for seven (7) years and the Future Farmers of America (FFA) program for four (4) years, where they developed valuable animal husbandry, leadership, project management, and organizational skills through the successful raising and exhibition of market livestock. Through participation in competitive rodeo and livestock judging activities, the applicant further demonstrated strong situational awareness, sound decision-making abilities, and the capacity to remain composed and effective in high-pressure environments.

The combination of their training and experience justifies the increase to Step 2. The hiring of this employee is a benefit to the Tehama County Sheriff's Office and the community we serve.

4. How has the Department budgeted for this additional cost?
The department has budgeted for this position as part of the position allocation list and will not place the department over approved budget.

Department Head Signature

Tehama County

Agenda Request Form

File #: 26-1064 **Agenda Date:** 6/23/2026 **Agenda #:** 9.

HEALTH SERVICES AGENCY

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Aegis Treatment Centers for the purpose of narcotic replacement therapy, with the maximum compensation not to exceed $1,600,000 per fiscal year, effective 7/1/26 and shall terminate 6/30/29

Financial Impact:
Costs will be paid utilizing Drug Medi-Cal, AB 109 or CalWORKs funds allocated for medically necessary services and/or Behavioral Health Services Act funds. There is no impact to the General Fund.

Background Information:
This is a renewal Agreement with Aegis Treatment Centers as our Narcotic Treatment Program (NTP) provider required by the Department of Health Care Services (DHCS) for our Drug Medi-Cal (DMC) Program. NTPs provide opioid medication assisted treatment.

Treatment must be provided by a Licensed Narcotic Replacement Therapy (NRT) Program, and is combined with substance use disorder counseling, medical screening/treatment, and behavioral health services for a comprehensive and effective patient care plan.

If this Agreement is not approved, the Agency may not be in compliance with the DHCS contract requirements for NTP services and may be required to forfeit funding.

AGREEMENT
BETWEEN
THE COUNTY OF TEHAMA
AND
AEGIS TREATMENT CENTERS, LLC

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Aegis Treatment Centers, LLC ("Contractor") for the purpose of Narcotic Replacement Therapy.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide medically necessary Narcotic Replacement Therapy for Full-Scope Medi-Cal (County 52) beneficiaries. Contractor will verify beneficiary has County 52 Medi-Cal prior to billing, as outlined and attached herein as Exhibit B, Scope of Work. Contractor understands that court-ordered assessments, written reports, expert witness testimony, case conferences and other forensic or administrative professional services shall not be considered reimbursable activities under this Agreement.

Effective July 1, 2022, MHPs, DMCODS/DMC counties will no longer be required to submit an annual Medi-Cal cost report. This policy change will eliminate the need for counties to collect and submit cost reports from subcontracted network providers for purposes of Medi-Cal reimbursement. However, counties may still need to collect cost information from subcontracted network providers for a variety of reasons, including, but not limited to:

- MHPs and DMC-ODS/DMC counties are required to continue to collect cost reports from network providers in compliance with DHCS cost reporting policies for services rendered prior to the date Behavioral Health Payment Reform is implemented on July 1, 2023.

- When cost reporting is required by state or federal law.

2. RESPONSIBILITIES OF THE COUNTY

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

3. COMPENSATION

A. County shall compensate Contractor for services rendered pursuant to the rates negotiated between County and Contractor, attached as Exhibit C and incorporated herein.

B. The maximum compensation payable under this Agreement shall not exceed Six Hundred Thousand dollars and no Cents ($1,600,000.00) per fiscal year.

4. BILLING AND PAYMENT

Contractor shall submit to County a monthly invoice of rendered services by the 15th day following the last day of the month in which the services were delivered. County shall make payment within 30 days of the date the services were approved for payment on the basis of retrospective review. County shall not be obligated to pay for services billed later than the 15th day following the last day of the month in which the services were delivered. County shall render payment for services provided under this Agreement that meet service standards and documentation standards established in accordance with all applicable County, State, and Federal statutes, laws, regulations, and standards, required licenses, ordinances, rules, regulations, manuals, guidelines, and directives, the California Department of Health Care Services (DHCS), and TCHSA-Drug & Alcohol (DA) Medi-Cal contract. Compliance with such service standards and documentation standards shall be established on the basis of retrospective reviews performed by County. All claims for reimbursement under this Agreement shall be submitted together with an Assurance of Compliance and Letter of Transmittal form (see Exhibit D). When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by DHCS, County, State, and Federal statutes, laws regulations and standards, required licenses, ordinances, rules, manuals, guidelines, and directives, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.

In the event that County or DHCS determines the Contractor's provision of DMC services are disallowed by the federal government or by state or federal audit or review, the Contractor shall be responsible for repayment of all disallowed federal funds. In addition to any other recovery methods available, including, but not limited to, offset of Medicaid federal participation funds owed to the impacted Contractor, DHCS may offset these amounts in accordance with Government Code Section 12419.5.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2026, and shall terminate on June 30, 2029, 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:	Aegis Treatment Centers, LLC ATTN: VP, Managed Care 1317 Route 73 North, Suite 200 Mount Laurel, NJ 08054 (484) 888-8867

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. 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. Contractor will use best efforts to ensure service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,

D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,

E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,

F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

28. 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 clients.

CODE OF CONDUCT – General Statement

A. 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;

B. Every TCHSA employee and contractor is expected to uphold the Code of Conduct;

C. 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:

A. Shall perform their duties in good faith and to the best of their ability.

B. Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.

C. 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 Officer.

D. Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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) have with TCHSA vendors or contractors.

J. Shall not participate in any false billing of clients, governmental entities, or any other party.

K. Shall not participate in preparation of any false cost report or other type of report submitted to the government.

L. Shall not pay or arrange for TCHSA to pay any person or entity for the referral of clients to TCHSA and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA.

M. 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.

N. Shall not disclose confidential medical information pertaining to TCHSA's clients without the express written consent of the clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures.

O. Shall promptly report to the Compliance Officer any and all violations or suspected violations of the Code of Conduct.

P. Shall promptly report to the Compliance Officer 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.

Q. Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

28. PERSONAL RIGHTS OF CLIENTS

The Contractor shall protect and ensure that all clients receive their personal rights as authorized in Title 9, Subchapter 5, Section 10569 which include, but are not limited to the following:

A. The right to confidentiality as provided for in Title 42, Subchapter A, Part 2, Code of Federal Regulations.

B. To be accorded dignity in personal relationships with staff and other persons.

C. To be accorded safe, healthful, and comfortable accommodations to meet his or her needs.

D. To be free from intellectual, emotional and/or physical abuse.

E. To be informed by the Contractor of the provisions of law regarding complaints, including, but not limited to, the address and telephone number of the Department of Health Care Services.

F. To be free to attend religious services or activities of his or her choice and to have visits from a spiritual advisor provided that those services or activities do not conflict with Contractor facility requirements. Participation in religious services will be voluntary only.

All clients shall be personally advised of, and given at admission, a copy of the rights specified in (1) through (6) above. Any violation of these rights shall be reported to the California Department of Health Care Services, the Tehama County Health Services Agency, Alcohol and Drug Program Administrator, or his/her designee, within three (3) days by telephone and will be followed up in writing.

29. SERVICE STANDARDS

Contractor agrees to abide by the same standards of care under which County provides service through programs staffed by County employees. Standards of care are communicated to Contractor via contract, orientation, state site certification process, retrospective reviews by County, and training as new standards of care are implemented.

30. DOCUMENTS AND RECORDS

A. Upon written request, Contractor agrees to permit County, State, and/or Federal agencies authorized by the Executive Director or designee, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this Agreement. All such inspections and copying shall occur during normal business hours.

B. If the California Department of Health Care Services, Center for Medicare and Medicaid Services (CMS), or Office of the Inspector General of the US Department of Health and

Human Services determines there is a reasonable possibility of fraud or similar risk, the State, CMS, or HHS Inspector General may inspect, evaluate and audit subcontractor at any time.

C. Contractor shall preserve all records relating to the services provided pursuant to this Agreement until at least ten years from the final date of the contract period or ten years from the date of completion of any audit, whichever is later.

D. At the end of the period required for records retention, Contractor shall destroy all records made pursuant to the Agreement in accordance with the State and Federal law, and Contractor's State licensing requirements.

E. Contractor shall document compliance with all contractual requirements. Such documentation shall be provided to County upon request.

31. CLINICAL RECORDS

Contractor shall maintain adequate records. Client records must comply with all appropriate State and Federal requirements, including legibility and timeliness of completion. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor's claim for payment for those services. Contractor shall provide monthly reports to the Executive Director or designee in conformance with the CalOMS data information system as prescribed by the Department of Health Care Services. If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.S> Section 17935€ and the HIPAA regulations.

32. FINANCIAL RECORDS

Appropriate service and financial records must be maintained until auditing is completed and retained for ten years following the close of the fiscal year, whichever is longer.

33. MAINTENANCE OF RECORDS

A. Contractor shall maintain sufficient books, records, documents, and other evidence necessary for DHCS to audit contract performance and contract compliance. Contractor shall make these records available to DHCS, upon request, to evaluate the quality and quantity of services, accessibility, and appropriateness of services, and to ensure fiscal accountability. All records must be capable of verification by qualified auditors.

B. Contractor shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor and require that copies of the working papers shall be made for DHCS at it request.

C. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.

D. Accounting records and supporting documents shall be retained for a ten-year period from the date the year-end cost settlement report was approved by DHCS for interim settlement. When an audit by the Federal Government, DHCS, or the California State Auditor has been started before the expiration of the ten-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within ten years, the interim settlement shall be considered as the final settlement.

E. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to all ledgers, books, vouchers, time sheets, payroll, appointment schedules, client data records, and schedules for allocating costs. All records must be capable of verification by qualified auditors.

F. Should Contractor discontinue is contractual agreement with the County, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to State funds. Contractor shall follow SAM requirements located at http://sam.dgs.ca.gov/TOC/1600.aspx

34. DRUG MEDI-CAL CERTIFICATION AND CONTINUED CERTIFICATION

The Contractor is required to be licensed, registered, DMC enrolled, and/or approved in accordance with applicable laws and regulations. Contractor is required to comply with the following regulations and guidelines, including, but not limited to:

A. Title 21, CFR Part 1300, es seq., Title 42, CFR, Part 8

B. Title 22, California Code Regulations (Cal. Code Regs.), Sections 51341.1, 51490.1, and 51516.1, (Document 2C).

C. Minimum Quality Treatment Standards, (Document 2F(a)).

D. Title 9, Cal. Code Regs., Div. 4, Chapter 4, Subchapter 1, Sections 10000, et seq.

E. Title 22, Cal. Code Regs., Div. 3, Chapter 3, Sections 51000, et seq.

F. In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

G. All federal and State civil rights laws prohibiting the unlawful discrimination of individuals on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

Within 30 days of receiving notification of a DMC provider's intent to reduce covered services or relocate, the Contractor shall submit a DMC certification application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

A DMC provider's certification to participate in the DMC program shall automatically terminate in the event that the DMC provider or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

Contractor that surrenders its certification or closes its facility shall be reported by the Contractor to DHCS' Provider Enrollment Division at DHCSDMCRECERT@dhcs.ca.gov within five business days of notification or discovery. The Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W &I Code, Section 14124.1.

35. DRUG MEDI-CAL CLAIMS AND REPORTS

DMC providers that bill DHCS or the County for services identified in Section 51516.1 of Title 22 shall submit claims in accordance with DHCS' DMC Provider Billing Manual.

Contractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification shall be performed prior to rendering service, in accordance with and as described in DHCS' DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the DHCS' DMC Provider Billing Manual.

The Contractor must inform the County when a beneficiary that resides in the Tehama County is referred to, and served by, Aegis Treatment Centers as an out-of-county provider.

36. INVESTIGATIONS AND CONFIDENTIALITY OF ADMINISTRATIVE ACTIONS

If Contractor is under investigation by DHCS or any other state, local, or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the subcontractor from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about a subcontractor's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a subcontractor pursuant

to W&I Code, Section 14107 .11 and 42 CFR Section 455 .23. The County will withhold payments from a DMC subcontractor during the time a Payment Suspension is in effect.

37. PARTICIPATION IN FEDERAL HEALTHCARE PROGRAMS

A. **Assurance of Compliance and Letter of Transmittal:** Contractor shall provide assurances of compliance with current State of California and Federal regulations regulating the reimbursement and delivery of healthcare services.

(1) Statement of Understanding and Compliance is attached hereto as Exhibit E. This document is signed by an officer of the corporation and must accompany each claim for reimbursement.

(2) Assurance of Compliance and Letter of Transmittal is attached hereto as Exhibit D. This document is signed by an officer of the corporation and must accompany each claim for reimbursement.

B. **Exclusions Checks:** Consistent with the requirements of 42 Code of Federal Regulations, part 455.436, Contractor shall confirm the identity and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (S & I List). Contractor shall retain evidence of monthly checks and provide to County upon request.

If the Contractor finds a party that is excluded, Contractor shall notify the County within 1 business day. Contractor shall not permit an excluded provider to render services to a County client.

C. **Ownership Disclosure:** Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who

has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a 5% or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling. The term "person with an ownership or control interest means, with respect to the Contractor, a person who:

(1) Has directly or indirectly an ownership of 5% or more in the Contractor; or

(2) Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds 5% of the total property and assets or the entity; or

(3) Is an officer or director of the Contractor if the Contractor is organized as a corporation; or

(4) Is a partner in the Contractor if the Contractor is organized as a partnership.

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal, (and annually thereafter), and within 35 days after any change in Contractor ownership.

(1) The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

(2) Date of birth and Social Security Number (in the case of an individual);

(3) Other tax identification number (in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the

Contractor has a 5 percent or more interest);

(4) Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a 5 percent or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;

(5) The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:

- Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
- Any Medicare intermediary or carrier; and
- Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.

(6) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

D. **Business Transactions Disclosure:** Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within 35 days, upon request. The following must be disclosed:

(1) The ownership of any subcontractor with whom Contractor had business transactions totaling more than $25,000 during the 12-month period ending on the date of request; and

(2) Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

E. **Persons Convicted of Crimes Disclosure:** Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

(1) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(l), (2).)

(2) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(l), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. § 455.101.

F. **Criminal Background Checks:** Contractor must require providers (employees and contracted) to consent to criminal background checks including fingerprinting pursuant to 42 C.F.R. 455.434(a). Upon California Department of Health Care Services' (CDHCS's) determination that Contractor or a person with a 5% or more direct or indirect ownership interest in Contractor meets CDHCS's criteria for criminal background checks as a high risk to the Medicaid program, Contractor providers (employees and contracted) must submit fingerprints pursuant to 42 C.F.R. 455.434(b)(l).

38. MONITORING

DHCS Post service Post payment Utilization Reviews

After DMC services are rendered and paid, DHCS shall conduct DMC Post service Post payment (PSPP) Utilization Reviews of the Contractor-operated provider DHCS shall

monitor the Contractor for compliance with the provisions of this Agreement and in accordance with Title 22, Section 51341.1. Any claimed DMC service may be reviewed for compliance with all applicable standards, regulations, and program coverage after services are rendered and the claim is paid.

DHCS shall issue the DMC PSPP reports to the County with a copy to the Contractor. The Contractor shall be responsible for ensuring deficiencies are remediated pursuant to Section. The Contractor shall attest the deficiencies have been remediated and are complete.

If programmatic deficiencies are identified, the Contractor shall be required to submit a corrective action plan (CAP) to the County for review and approval. Said CAP shall be submitted to County within 30 days of the date of the PSPP report.

The CAP shall:

- Address each programmatic deficiency.
- Provide a specific description of how the deficiency shall be corrected.
- Specify the date of implementation of the corrective action.
- Identify who will be responsible for correction and who will be responsible for ongoing compliance.

DHCS shall provide written approval of the CAP to the County with a copy to the Contractor. If DHCS does not approve the CAP, DHCS or County will provide guidance on the deficient areas and request an updated CAP. The Contractor shall revise the CAP and submit it to the County for review and approval within 15 days of the DHCS or County notification.

If the Contractor does not submit an initial or revised CAP to the County or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds. DHCS shall inform the County when funds will be withheld.

The Contractor shall attest to County, using the form developed by County, that the requirements in the CAP have been completed by Contractor.

DHCS shall take appropriate steps in accordance with Title 22, Section 51341.1, to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized.

The Contractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, Cal Code Regs., Section 51341.1(q).

DHCS shall monitor the Contractor's compliance with PSPP utilization review requirements in accordance with Title 22. The federal government may also review the existence and effectiveness of DHCS's utilization review system.

The Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1(k), for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.

The Contractor shall ensure sites keep a record of the beneficiaries being treated at each location. The Contractor shall retain beneficiary records for either ten years from the final date of a contract period, the completion of any audit, or the date a service was rendered, whichever occurs later.

39. PERSONNEL

Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations required for the type of services described in Section I.

All Contractor's personnel (including independent contractors) shall have the appropriate current State licensure or certification required for their given profession.

The "Provider Information Change Form" attached hereto as Exhibit F, provides the information necessary for TCHSA-DA to bill federal healthcare programs. This form is required for each

"covered individual". It is also required whenever there is a change in status (i.e., termination, re-hire) for a "covered individual". "Covered Individuals" are defined as the employees or independent contractors of the Contractor with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services for which County seeks reimbursement from the Federal Healthcare programs (e.g., Medicare, Medi-Cal). Individual providers who contract directly with TCHSA-DA are also required to complete this form.

Contractor shall comply with all applicable Federal and/or State laws, rules, and regulations in regard to nondiscrimination in employment on the basis of race, color, ancestry, national origin, religion, sex, marital status, sexual orientation, age, medical condition, or disability (including compliance with the Federal Rehabilitation Act of 1973, section 504.

40. TRAINING

The Contractor shall complete training on the requirements of Title 22 regulations and DMC program requirements at least annually. Proof of training shall be made available to County.

41. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

42. EXHIBITS

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

43. TRAFFICKING VICTIMS' PROTECTION ACT OF 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)."

44. CIVIL RIGHTS ACT

The Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era veteran status, political affiliation or any other non-merit factors exclude an individual from any service or other benefit provided under the program or activity set forth in this Agreement, or provide an individual any service or other benefit which is different or provided in a different form from that provided to others under the program or activity, subject an individual to segregated or separate treatment in any facility in, or in any manner or process, related to receipt of any service or benefit under the program or activity; restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity; treat an individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit under the program or activity; or deny any opportunity to participate in a program or activity as an employee. Notwithstanding the foregoing, the Contractor may deny services based on the availability of beds or to other standard admission procedures and requirements of the Contractor. Additionally, the nature of services that the Contractor provides will vary based on the treatment requirements of each individual client.

45. DRUG-FREE WORKPLACE

The Contractor and the Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither the Contractor nor the Contractor's employees shall unlawfully manufacture, distribute, dispense, possess, or use controlled substances as defined in 21 USCA 812, including but not limited to Marijuana, Heroin, Cocaine, and Amphetamines at any of the Contractor's facilities or worksites. If the Contractor or any employee of the

Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a Contractor facility or worksite of which the Contractor has knowledge, the Contractor within five (5) days thereafter, shall notify the Tehama County Health Services Agency, Alcohol and Drug Program Administrator, or his/her designee, for County. Violation of this provision shall constitute a material breach of this Agreement.

46. ADDITIONAL CONTRACT RESTRICTIONS

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

47. HATCH ACT

Contractor agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

48. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

49. LIMITATION ON USE OF FUDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

50. DEBARMENT AND SUSPENSION

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

51. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

52. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit G for additional information.

A. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

C. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

53. NONDISCRIMINATION AND INSTITUTIONAL SAFEGAURDS FOR RELIGIOUS PROVIDERS

Contractor shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

54. COUNSELOR CERTIFICATION

Any counselor or registrant providing intake, assessment of need for services, treatment, or recovery planning, individual or group counseling to participants, patients, or residents in a

DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

55. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards.

56. INTRAVENOUS DRUG USE (IVDU) TREATMENT

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

57. TUBERCULOSIS TREATMENT

County shall ensure the following related to Tuberculosis (TB):

A. Routinely make available TB services to individuals receiving treatment.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

58. TRIBAL COMMUNITIES AND ORGANIZATIONS

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan

Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

59. MARIJUANA RESTRICTION

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

60. PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR'S ASSOCIATION OF CALIFORNIA

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

61. ADOLESCENT BEST PRACTICES GUIDELINES

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf.

62. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

Contractor certifies that under the laws of the United States and the State of California, Contractor will not unlawfully discriminate against any person.

63. FEDERAL LAW REQUIREMENTS

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

64. STATE LAW REQUIREMENTS:

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

65. ADDITIONAL CONTRACT RESTRICTIONS

A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

66. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

67. SUBCONTRACT PROVISIONS

County shall include all of the foregoing Part II general provisions in all of its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.

68. Resident Death Reporting Requirements

Substance Use Disorder (SUD) recovery or treatment facilities ("Facility") shall comply with all applicable reporting requirements in the event of a resident's death. The Facility shall submit a telephonic report to the Department of Health Care Services ("DHCS") within one (1) working day of the resident's death and a written report within seven (7) calendar days of the resident's death.

Both the telephonic and written reports shall include all information known to the Facility at the time of the reported death. At a minimum, such reports shall include: (a) a description of the event, including the time, location, and nature of the incident; (b) a list of immediate actions taken, including all persons contacted; and (c) a description of any planned follow-up actions, including, but not limited to, steps taken to prevent a future death.

death. At a minimum, such reports shall include: (a) a description of the event, including the time, location, and nature of the incident; (b) a list of immediate actions taken, including all persons contacted; and (c) a description of any planned follow-up actions, including, but not limited to, steps taken to prevent a future death.

69. Additional Reporting Requirements (AB 1356 – "John's Law")

Pursuant to Assembly Bill 1356, also known as "John's Law," and codified in Health and Safety Code section 11830.01, the Facility shall comply with the following additional requirements:

1. **Supplemental Reporting Within 30 Days**
   Within thirty (30) days of a resident's death, the Facility shall submit to DHCS any relevant information that was not known at the time of the initial report. If DHCS determines that the Facility failed to submit relevant information within this thirty (30)-day period, DHCS shall issue a written notice of deficiency to the Facility.

2. **Deficiencies Identified by DHCS**
   If, during its investigation of a resident's death, DHCS identifies any violations of Chapter 7.5 (commencing with section 11834.01) of the Health and Safety Code, or any regulations adopted thereunder, DHCS shall issue a written notice of deficiency to the Facility. Such notice shall include required corrective actions and a specified timeframe within which the Facility must respond and remedy the identified deficiencies.

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

COUNTY OF TEHAMA

Date: 6/10/26

Michelle Schmidt

Michelle Schmidt, Interim Executive Director

AEGIS TREATMENT CENTERS, LLC

Date: 6/10/2026

Signed by:
Koren Sherrick
C5092C264F1C45A...

Koren Sherrick, Senior Vice President, Payor Relations

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

OPERATION AND ADMINISTRATION

Contractor shall administer Narcotic Replacement Therapy in accordance with all Local, County, State statutes / regulations including but not limited to California Code of Regulations Title 9 and Title 22; and Federal statutes / regulations including but not limited to HIPAA and 42CFR; and all other local, County, State, and Federal applicable statutes.

A. Contractor shall designate, in writing, a Contract Manager who shall function as liaison with County of Tehama regarding Contractor's performance hereunder; and

B. Contractor shall identify clients who are Medi-Cal eligible and verify residence of each beneficiary seeking Narcotic Replacement Therapy by means other than Medi-Cal registration or Department of Motor Vehicle license or Identification Card. Acceptable verification of residence shall be a rental agreement, utility bill with beneficiary's name, or letter from a landlord / shared housing or shelter provider confirming beneficiary resides at said premises. The Verification of Residence shall be clearly documented and presented, to County, upon request; and

C. Contractor shall notify Tehama County Health Services Agency Substance Use Recovery

Business Operations Supervisor and/or Designee within ten (10) calendar days of enrolling a new patient(s) including Admission Form, verification of residence, and a copy of the ASAM through the Pinnacle Treatment Centers portal; and

D. Contractor shall upload all required documentation through the Pinnacle Treatment Centers portal, bearing the signatures of the Counselor, Supervisor, and Medical Director or Designee, to the Tehama County Health Services Agency Business Operations Supervisor and/or Designee no later than the fifth (5th) business day of the calendar month following the date of the Medical Director or Designee's signature. This requirement shall also apply to any revised care plan and upon completion of each annual justification. Required documentation shall include, but not be limited to, the following:
    a. Detox Care Plan
    b. Maintenance Care Plan
    c. Annual Justification
    d. Discharge Summary

E. Contractor shall request each client, seeking narcotic replacement therapy/treatment, sign a release of information, releasing information related to each service being provided, to the Tehama County Health Services Agency and/ or ensure the dissemination of said information (outlined in section D & E) is covered under the business associate portion of this agreement.

F. Contractor shall be responsible for California Outcome Measurement System (CalOMS) Participant (Client Admission, Discharge and Registration) Record entries which will be entered monthly, no later than 5 days after the report month, by Contractor into the Information System where the Contractor site is located, and services are provided and referencing (in the CalOMS system) Tehama County as the County of Residence responsible for beneficiary; and

G. Contractor shall comply with the treatment quality data standards established by the California Department of Health Care Services which are identified in the CalOMS-TX

Data Compliance Standards. Failure to meet these standards may result in County withholding funds, or Contractor repaying County; and

H. If Contractor experiences system failure or other extraordinary circumstance which affects the ability to submit CalOMS-TX data compliance requirements in a timely manner, Contractor must report the problem in writing as soon as identified along with a remediation plan for County review. The County must approve the remediation plan to continue payment of services; and

I. Contractor shall ensure that any County-related printed material or video media be reviewed and approved by the Tehama County Health Services Agency Executive Director and/or Designee prior to public distribution; and

J. For each month throughout the term of this Agreement, Contractor shall submit to County a monthly report and/or document for each applicable service element delivered, in the form and content specified by County. Billing document must contain for each service billed:
   a. Each beneficiary who received service(s)
   b. Type of service(s);
   c. Duration of service(s);
   d. Cost of the service(s) per unit, number of units provided and total;
   e. Where the service(s) was provided; and
   f. Who provided the service

K. If, during Contractor's provision of services under this Agreement, there is any need for substantial deviation from the services as described in this Scope of Work and / or any Service Exhibit(s) including any addenda thereto, then Contractor shall submit a written request to the Tehama County Health Services Agency Executive Director and/or Designee requesting approval in writing before any such substantial deviation may occur.

PERFORMANCE OBJECTIVES

Contractor will be evaluated by the following performance objectives:

A. A minimum of 50% of all discharged clients who were in treatment at least 90 days will have been "successfully engaged in treatment"; and

B. Within 90 days of admission, 60% of clients will be illicit opiate free; and

C. All patients considered "successfully engaged in treatment", shall regularly attend monthly forty-five (45) minute individual or group counseling sessions, not missing more than two (2) consecutive groups, at the Contractor location and may choose to attend the Tehama County Health Services Agency Substance Use Recovery Medication Assisted Treatment Support Group. Enrollment in the Health Services Agency Substance Use Recovery Medication Assisted Treatment Support group does not excuse the patient from meeting the mandatory forty-five (45) minute face-to-face counseling service, in a calendar month, provided by the Contractor; and

D. Successful completion, as a minimum, will be defined as being achieved when the Medical Director and/or Designee has successfully titrated a patient / beneficiary off all opiates or has determined a long term (three (3) or more) year maintenance patient care plan is medically necessary, and patient concurs with the plan.

E. Client progress, while in treatment, will be evaluated using an appropriate assessment and/or placement tool preferably the American Society of Addiction Medicine (ASAM) or other equivalent tool at no longer than ninety (90) day intervals as outlined in Title 9 and 22 of the California Code of Regulations.

F. Client satisfaction survey shall be provided and collected at 6 months from intake, at one year; and every year thereafter; and no sooner than thirty (30) days prior to discharge. Client satisfaction surveys shall be securely emailed or mailed to the County by the 10th of each month following the month of survey completion.

G. Contractor shall provide quarterly outcome data outlined above as performance objectives A, B, C & D by secured email or mail by the 10th of the month

following each annual quarter. (for example: January through March due April 10th)

Exhibit C

Service	Type of Unit of Service (UOS)	Regular Rate Per UOS FY 26/27	FY 27/28	FY 28/29	Perinatal Rate Per UOS FY 26/27	FY 27/28	FY 28/29
NTP-Methadone Dosing	Daily	$21.32	$21.32	$21.32	$32.74	$32.74	$32.74
Buprenorphine-Naloxone Combo Film	Daily	$29.27	$29.27	$29.27	$40.70	$40.70	$40.70
Buprenorphine – Naloxone Combo Tablets	Daily	$32.88	$32.88	$32.88	$44.30	$44.30	$44.30
Buprenorphine Mono	Daily	$32.38	$32.38	$32.38	$43.82	$43.82	$43.82
Disulfiram	Daily	$11.68	$11.68	$11.68	$11.86	$11.86	$11.86
Buprenorphine Injectable (Sublocade)	Monthly	$2,036.95	$2,036.95	$2,036.95	$2,036.95	$2,036.95	$2,036.95

Naltrexone Injectable (Vivitrol)	Monthly	$2,224.91	$2,224.91	$2,224.91	$2,224.91	$2,224.91	$2,224.91
Naloxone HCL – 2 pack generic	Per Dose	$106.07	$106.07	$106.07	$106.07	$106.07	$106.07
Naloxone HCL – 2 pack Narcan	Per Dose	$144.76	$144.76	$144.76	$144.76	$144.76	$144.76
NTP-Individual Counseling (*)	One 15-minute increment	$95.33	$95.33	$95.33	$95.33	$95.33	$95.33
NTP-Group Counseling	One 15-minute increment	$95.33	$95.33	$95.33	$95.33	$95.33	$95.33

(*) The NTP Contractors may be reimbursed for up to 200 minutes of individual and/or group counseling per calendar month.

Host County Rate Parity

Notwithstanding any other provision of this Exhibit "C", in the event that the rates are adjusted during the term of this Agreement (whether increased or decreased) in accordance with the established Drug Medi-Cal rates and codes as outlined in Department of Health Care Services (DHCS) Mental Health and Substance Use Disorder Services (MHSUDS) Information Notices published annually containing updated rates for each service. No additional compensation will be paid by County to Contractor for secretarial, clerical support staff, or overhead costs.

Exhibit D

Assurance of Compliance and Letter of Transmittal

Invoice Date: _____ Invoice Amount: _____ Invoice Number: _____

The purpose of this document is to transmit claims for reimbursement and to provide assurance of compliance with State and Federal regulations regulating healthcare services.

I understand that my signature on this letter of transmittal constitutes a "claim for reimbursement" as contemplated by the Federal False Claims Act.

I understand that by signing this letter of transmittal I am claiming reimbursement for services rendered under various Federal and State regulations and Tehama County Health Services Agency Policies and Procedures.

My signature on this letter of transmittal indicates that, for every claim I have identified as potentially reimbursable by Medi-Cal, Medicare, or any combination of fund sources including either Medi-Cal, or Medicare, or both, that:

1. I have made "Reasonable Efforts" to verify that the beneficiary of the claimed services was a resident of Tehama County and eligible to receive Medi-Cal services at the time the services were provided. "Reasonable Efforts" means that I have personally reviewed evidence establishing residence and Medi-Cal eligibility.
2. I have made "Reasonable Efforts" to verify that the diagnosis requirements of the beneficiary have been met in accordance with CCR Title 22 within 30 days of admission to treatment. "Reasonable Efforts" means that I have personally reviewed documentation that supports the diagnostic requirements completed within 30 days of admission to treatment, or, if no such documentation was present, that I have personally ensured diagnosis requirements are met prior to delivering any other service.

3. I have made "Reasonable Efforts" to verify that the diagnostic requirements for the services were present. "Reasonable Efforts" mean that I have personally verified that the diagnosis requirements have met criteria established by California Code of Regulations Title 22.
4. I have made "Reasonable Efforts" to verify that a patient care plan was current and currently authorized, as required in CCR Title 9 or 22, for the services provided. "Reasonable Efforts" means that I have personally viewed a patient care plan for the provided services and that the patient care plan authorizing services was current.
5. I am certifying that the services being claimed for were provided, as claimed, and that the claimed services are properly coded identifying patient, residence, service type, duration, location, and/or reporting unit of the service and CalOMS data has been entered.
6. I am certifying that the services claimed here are documented completely, accurately, and appropriately on a progress note(s) for insertion into the medical record.

Certified under penalty of perjury this date _____ at _____County, California:

_____ SIGNATURE OF OFFICER OF CORPORATION

_____ PRINTED NAME AND TITLE

Exhibit E

Statement of Understanding and Compliance

I understand that my signature on the [Service Activity Log (SAL)] ** printed on the facing side of this document (or attached to this document, whichever applies to Contractor) constitutes a "claim for reimbursement" as contemplated by the Federal False Claims Act.

I understand that by signing the [SAL]** I am claiming reimbursement for services rendered under various Federal and State regulations and Tehama County Health Services Agency Policies and Procedures.

My signature on the foregoing (or attached, whichever applies to Contractor) [SAL]** indicates that, for every claim I have identified as potentially reimbursable by Medi-Cal, Medicare, or any combination of fund sources including Medi-Cal, or Medicare, or both, that:

1. I have made "Reasonable Efforts" to verify that the beneficiary of the claimed services was a resident of Tehama County and eligible to receive Medi-Cal services at the time the services were provided. "Reasonable Efforts" means that I have personally reviewed evidence establishing residence and Medi-Cal eligibility.
2. I have made "Reasonable Efforts" to verify that the diagnosis requirements of the beneficiary have been met in accordance with CCR Title 22 within 30 days of admission to treatment. "Reasonable Efforts" means that I have personally reviewed documentation that supports the diagnostic requirements completed within 30 days of admission to treatment, or, if no such documentation was present, that I have personally ensured diagnosis requirements are met prior to delivering any other service.
3. I have made "Reasonable Efforts" to verify that the diagnostic requirements for the services were present. "Reasonable Efforts" mean that I have personally verified that the diagnosis requirements have met criteria established by California Code of Regulations Title 22.

4. I have made "Reasonable Efforts" to verify that a patient care plan was current and currently authorized, as required in CCR Title 9 or 22, for the services provided. "Reasonable Efforts" means that I have personally viewed a patient care plan for the provided services and that the patient care plan authorizing services was current.
5. I am certifying that the services being claimed for were provided, as claimed, and that the claimed services are properly coded identifying patient, residence, service type, duration, location, and/or reporting unit of the service and CalOMS data has been entered.
6. I am certifying that the services claimed here are documented completely, accurately and appropriately on a progress note(s) for insertion into the medical record.

Certified under penalty of perjury this date_____ at Tehama County, California:

_____ _____

SIGNATURE OF PERSON DELIVERING SERVICES PRINTED NAME OF PERSON

** Contractor to insert the name of the form (i.e., daily billing form, activity log, time sheet)

Exhibit F

Provider Information Change Form

Directions: Please complete this form whenever you hire, re-hire, or terminate a "covered individual". "Covered Individuals" are defined as employees or independent contractors of your organization with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services for which TCHSA seeks reimbursement from the Federal Healthcare programs (i.e., Medicare or Medi-Cal). Fax this form to Billing Supervisor at 527-0240. If you have questions on this form, please call the Billing Supervisor at 527-8491 x3176.

Please check one of the following:

New Employee ☐ *Returning Employee* ☐ *Terminated Employee* ☐

Employer: _____ *Date:* _____

Employee's Full Name: _____ *SSN* _____

Employee's License Type: _____ License Number: _____

Employee's NPI: _____ Employee's Date of Birth: _____

Hire Date: _____ Termination Date: _____

FOR TCHSA USE ONLY					
CMHC ID: _____	Date Assigned:	_____	Assigned by:	_____	
Federal Exclusions List	Date Verified:	_____	Verified by:	_____	
Medi-Cal S&I List	Date Verified:	_____	Verified by:	_____	
Licensure	Date Verified:		Verified by:		

EXHIBIT G

PRIVACY AND INFORMATION SECURITY PROVISIONS

This Exhibit G is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit G consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") (PHI): and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit G consists of the following parts:

1. Exhibit G-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.

2. Exhibit G-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security

Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit G-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.

3. Exhibit G-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.

EXHIBIT G-1

HIPAA Business Associate Addendum

1. Recitals.

A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the

Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."

B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit G-1 of this Agreement. This information is hereafter referred to as "Department PHI".

C. The purpose of this Exhibit G-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit G-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit G-2) and this Exhibit G-1 shall apply.

D. The terms used in this Exhibit G-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

2. Definitions.

A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities, and services on behalf of the Department as specified in Section 1.A. of Exhibit G-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.

E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.

F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer, or health care clearinghouse, and 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, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.

H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.

I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.

J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI 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.

K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.

L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions, and activities on behalf of Department as set forth in Section 1.A. of Exhibit G-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.

M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.

N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement.

A. **Permitted Uses and Disclosures of Department PHI by Contractor.**

Except as otherwise indicated in this Exhibit G-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit G-1 of this Agreement, for, or on behalf of the Department, provided that such

use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

B. **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Exhibit G-1, Contractor may:

1) **Use and Disclose for Management and Administration**. Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit G-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

2) **Provision of Data Aggregation Services**. Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department.

C. **Prohibited Uses and Disclosures**

1) Contractor shall not disclose Department PHI about an individual to a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out

of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

D. **Responsibilities of Contractor**

Contractor agrees:

1) **Nondisclosure**. Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.

2) **Compliance with the HIPAA Security Rule**. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section164.316. Contractor 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 the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.

3) **Security**. Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;

b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and

c. 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. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

4) **Security Officer**. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.

5) **Mitigation of Harmful Effects**. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit G.

6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit G of which it becomes aware.

7) **Contractor's Agents and Subcontractors**.

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit G, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative,

physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit G-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

8) **Availability of Information to the Department and Individuals to Provide Access and Information:**

a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the

Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

9) **Amendment of Department PHI**. To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.

10) **Internal Practices**. To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.

11) **Documentation of Disclosures**. To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009, and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment,

or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion, or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit G-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor 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 Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, 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/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx.

Upon discovery of a breach or suspected security incident intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. **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, Contractor 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 Information Protection Unit.

c. **Complete Report**. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report 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 under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. 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 the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor 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. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department

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. The Department will provide its review and approval expeditiously and without unreasonable delay.

f. **Department Contact Information**. To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866-0602 Email: privacyofficer@dhcs.ca.gov Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874 Fax: (916)440-5537

13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit G-1, it shall take the following steps:

a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or

b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit G-1 and cure is not possible.

14) **Sanctions and/or Penalties**. Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

1) **Permission by Individuals for Use and Disclosure of PHI**. Provide the Contractor with any changes in, or revocation of, permission by an Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.

2) **Notification of Restrictions**. Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.

3) **Requests Conflicting with HIPAA Rules**. Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.

4) **Notice of Privacy Practices**. Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacywww.dhcs.ca.gov Practices.aspx or the DHCS website at (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit G-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary.

Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

G. Termination.

1) **Term.** The Term of this Exhibit G-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).

2) **Termination for Cause**. In accordance with 45 CFR Section 164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit G-1 by Contractor, the Department shall:

   a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or

   b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit G-1 and cure is not possible.

EXHIBIT G-2

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 the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:

1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),

2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA,

including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.

3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.

B. The purpose of this Exhibit G-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically, this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit G-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit G-1 and this Exhibit G-2 shall apply.

C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

D. The terms used in this Exhibit G-2, 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.

A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. 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 Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department, or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.

E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).

F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).

I. "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.

J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this 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 Department PI and PII by Contractor**

Except as otherwise indicated in this Exhibit G-2, Contractor may use or disclose Department PI only to perform functions, activities, or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

B. **Responsibilities of Contractor**

Contractor agrees:

1) Nondisclosure. Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.

2) Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor 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 Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

3) Security. Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;

b. 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. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor 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 Contractor with respect to such information.

4) Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit G-2.

5) Contractor's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Exhibit G-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.

6) Availability of Information to DHCS. To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon

request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.

7) Cooperation with DHCS. With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).

8) Confidentiality of Alcohol and Drug Abuse Patient Records. Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

9) Breaches and Security Incidents. During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. Initial Notice to the Department. (1) To notify the Department **Immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department 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 Department PII. (2) To notify the Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion, or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this

Exhibit E-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor 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 Contractor.

b. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, 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/formsandpubs/laws/priv/Pages/DHCS.BusinessAssociatesOnly.aspx.

c. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

d. **Investigation 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, Contractor 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 Department Information Security Officer.

e. **Complete Report**. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report 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 the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor 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. The Department will review and approve the determination of

whether a breach occurred and whether individual notifications and a corrective action plan are required.

f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29and as may be required under the IEA. Contractor 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. The Department will provide its review and approval expeditiously and without unreasonable delay.

g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

h. **Department Contact Information**. To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract	DHCS Privacy Officer	DHCS Information Security Officer

See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: privacyofficer@dhcs.ca.gov Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

10) Designation of Individual Responsible for Security

Contractor 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 G-2 and for communicating on security matters with the Department.

EXHIBIT G-3

Miscellaneous Terms and Conditions

Applicable to Exhibit G

1) **Disclaimer**. The Department makes no warranty or representation that compliance by Contractor with this Exhibit G, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department 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 E 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 G embodying written assurances consistent with the standards and requirements of HIPAA, the

HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:

a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or

b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

3) **Judicial or Administrative Proceedings**. Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor 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 Contractor is a party or has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

4) **Assistance in Litigation or Administrative Proceedings**. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

5) **No Third-Party Beneficiaries**. Nothing express or implied in the terms and conditions of this Exhibit G is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

6) **Interpretation**. The terms and conditions in this Exhibit G 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 G 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, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.

8) **Regulatory References**. A reference in the terms and conditions of this Exhibit G to a section in the HIPAA regulations means the section as in effect or as amended.

9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit G-1, and Section 3, Item B of Exhibit G-2, Responsibilities of Contractor, 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, the Department may conduct a reasonable inspection of the facilities, systems, books, and records of Contractor to monitor compliance with this Exhibit G. Contractor shall promptly remedy any violation of any provision of this Exhibit G. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit G. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit G.

12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E 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 G.

13) **Term.** The Term of this Exhibit G-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.

14) **Effect of Termination**. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit G to such Department

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 Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Attachment A

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 Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor'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 Department 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 Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.

D. **Background Check**. Before a member of the workforce may access Department 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. The Contractor 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 Department 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 Department Information Security Office.

B. **Server Security**. Servers containing unencrypted Department 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 Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

D. **Removable media devices**. All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

E. **Antivirus software**. All workstations, laptops and other systems that process and/or store Department 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 Department 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 username for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

1) Upper case letters (A-Z)
2) Lower case letters (a-z)
3) Arabic numerals (0-9)
4) Non-alphanumeric characters (punctuation symbols)

H. **Data Destruction**. When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department 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 Department Information Security Office.

I. **System Timeout**. The system providing access to Department 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 Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

K. **System Logging**. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department 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 Department 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 Department 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 Department 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 Department PHI can be encrypted. This requirement pertains to any type of Department 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 Department 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**. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department 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 Department 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 Department 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**. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department 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**. Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of

time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

5. Paper Document Controls

A. **Supervision of Data**. Department 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. Department 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 Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction**. Department PHI or PI must be disposed of through confidential means, such as crosscut shredding and pulverizing.

D. **Removal of Data**. Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.

E. **Faxing**. Faxes containing Department 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 Department 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 Department 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 the Department to use another method is obtained.

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Aegis Treatment Centers, LLC

Contract Description: For the purpose of Narcotic Replacement Therapy.

APPROVED AS TO FORM:



Date: 06/09/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1031 **Agenda Date:** 6/23/2026 **Agenda #:** 10.

HEALTH SERVICES AGENCY / PUBLIC HEALTH

Requested Action(s)
a) APPLICATION - Request confirmation of submission of an application and all related documents submitted by the Health Services Agency for the California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) TB Local Assistance Funding application for FY 26/27, for the purpose of Tuberculosis control efforts in the anticipated amount of $5,752, effective 7/1/26 through 6/30/27

Financial Impact:
This would be a receivable to Public Health. The anticipated FY 26/27 TB Local Assistance funding for Tehama County is $5,752.

Background Information:
The purpose of the Tuberculosis (TB) Local Assistance funds is to assist the current efforts of local TB programs to prevent, control, and eventually eliminate TB in California. Financial assistance is provided to local TB programs to augment local support for TB prevention and control activities. Local assistance allocations are made up of both state and federal funds and are allocated using a funding formula.

A multi-variable funding formula modeled after the national TB allocation formula was developed in 2009 in collaboration with the California TB Controllers Association (CTCA) and revised in FY 12/13. In 2023, the allocation process was modified to incorporate low morbidity jurisdictions in the base award funding calculation starting in FY 24/25. Allocations are calculated every two (2) years using five (5) years of surveillance data. Data from 2021-2025 was used to determine FY 26/27 and FY 27/28 allocations. Local assistance funds must be used exclusively for TB-related activities, and allowable expenses include salaries and benefits for personnel involved in TB control activities, equipment, supplies, TB-specific training and travel, and medications.

TEHAMA COUNTY AUDITOR'S OFFICE
GRANT FUNDING INFORMATION
(Attach full copy of application and/or Notice of Award)

AUDITOR USE ONL	223
Rec'd	
By	

DEPARTMENT	NAME OF CONTACT	PHONE NUMBER	BUDGET UNIT
Tehama County Health Services Agency: Public Health Division	Michelle Schmidt	(530) 567-8442	

TITLE OF GRANT: Tuberculosis Control Program

GRANTOR AGENCY: California Department of Public Health Tuberculosis Control Branch

GRANT OBJECTIVES: Conduct TB preventative health service programs to assist in carrying out TB control activities designed to prevent transmission of infection and disease.

GRANT I.D. NO. _____ Federal Catalog No. *(If Applicable)* _____

GRANT PERIOD: FROM: 07/01/2026 TO: 06/30/2027

Applicable Code and/or Legislative Reference: _____

DATE APPLICATION APPROVED BY BOARD: _____

DATE BOARD ACCEPTED FUNDS OR APPROVED CONTRACT: _____

IS GRANT RENEWABLE? (Check all applicable)

Yes	No	Annually	Indefinite	Specific No. of Years
x		x		

GRANT FUNDING	FISCAL YEAR: 26/27	FISCAL YEAR:
FEDERAL	$2,633.00	
STATE	$3,119.00	
OTHER	$0.00	
1. TOTAL GRANT FUNDS	$5,752.00	

COUNTY FUNDING

HARD MATCH (dollars)	**$0.00**	
SOFT MATCH (In-kind)	**$0.00**	
2. TOTAL COUNTY MATCH		

USE OF FUNDS

PERSONNEL (attach detail)	**$0.00**	
SERVICES/SUPPLIES	**$2794.00**	
EQUIPMENT	**$0.00**	
OTHER CHARGES	**$2,958.00**	
TOTAL FUNDS (must also= 1+2 above)	$5,752.00	

IF HARD MATCH REQUIRED, IDENTIFY FUNDING SOURCE:
N/A

IS MATCH FUNDING APPROPRIATED WITHIN EXISTING BUDGET? YES NO x

METHOD OF PAYMENT OF GRANT FUNDS: REIMBURSE:x ADVANCE:

ANTICIPATED DATE(S) OF RECEIPT OF GRANT FUNDS:
07/01/2026

EXPENDITURE DEADLINE:
06/30/2027

IS INTEREST EARNING ON GRANT FUNDS REQUIRED BY LAW? YES NO x

WILL THERE BE IMPACTS TO HOUSING, STAFF OR OTHER YES NO x

COUNTY SUPPORT SERVICES? (If yes, please explain. Use attachment if needed.) _____Using existing staff and existing office space and equipment. _____

Jayme Bottke 6-2-26

DEPARTMENT HEAD SIGNATURE DATE

CDPH
Health and Human Services Agency
California Department of Public Health

Erica Pan, MD, MPH
Director and State Public Health Officer

Gavin Newsom
Governor

ACCEPTANCE OF AWARD

Tuberculosis Control Local Assistance Funds

COUNTY OF TEHAMA

FUNDING SOURCE	FEDERAL BASE	STATE BASE
AWARD NUMBER:	2652BASE-F	2652BASE-S
AWARD AMOUNT:	$2,633	$3,119
FUNDING PERIOD:	7/1/2026-12/31/2026	7/1/2026-6/30/2027

I hereby accept this award. By accepting this award, I agree to the requirements as described in the FY 2026-2027 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual and any other conditions stipulated by the California Department of Public Health, Tuberculosis Control Branch.

This award is contingent upon the availability of funds appropriated by the State of California and the federal government. The CDPH TBCB reserves the right to reduce, amend, or withdraw funding, in whole or in part, should funding from the state or federal government be reduced, delayed, or otherwise adjusted.

Michelle D. Schmidt
Authorized Signature

6/10/26
Date

Michelle D. Schmidt
Print Name

Interim Executive Director
Title

* Federal funds fiscal information: Project Grants and Cooperative Agreements for Tuberculosis Control Programs; ALN number: 93.116; FAIN number: NU52PS910282

COUNTY OF TEHAMA, CALIFORNIA

SINGLE AUDIT REPORT AND SUPPLEMENTAL SCHEDULES

YEAR ENDED JUNE 30, 2023



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

COUNTY OF TEHAMA
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Supervisors
County of Tehama
Red Bluff, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the County of Tehama (County) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise County's basic financial statements, and have issued our report thereon dated March 27, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered County of Tehama's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of County of Tehama's internal control. Accordingly, we do not express an opinion on the effectiveness of County of Tehama's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items 2023-001, 2023-002, and 2023-003 that we consider to be material weaknesses.

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Board of Supervisors
County of Tehama

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

County of Tehama's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the County of Tehama's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. County of Tehama's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Roseville, California
March 27, 2024

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL OVER COMPLIANCE, AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

Board of Supervisors
County of Tehama
Red Bluff, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the County of Tehama, California's (County) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of the County's major federal programs for the year ended June 30, 2023. The County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of County of Tehama and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the County's federal programs.

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Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding County of Tehama's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated March 27, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises Supplementary Schedules of the Department of Community Services and Development and the California Department of Aging but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

Board of Supervisors
County of Tehama

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Roseville, California
March 27, 2024

COUNTY OF TEHAMA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2023

Federal Program/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures	Passed Through to Subrecipients
U.S. Department of Agriculture				
Passed through State Department of Food and Agriculture:				
Plant and Animal Disease, Pest Control, and Animal Care	10.025	AP21PPQFO000C411	$ 522	$ -
Plant and Animal Disease, Pest Control, and Animal Care	10.025	AP22PPQFO000C061	6,788	-
Plant and Animal Disease, Pest Control, and Animal Care	10.025	AP22PPQFO000C414	3,598	-
Plant and Animal Disease, Pest Control, and Animal Care	10.025	AP23PPQFO000C414	309	-
Plant and Animal Disease, Pest Control, and Animal Care	10.025	AP22PPQFO000C397	3,785	-
Plant and Animal Disease, Pest Control, and Animal Care	10.025	AP23PPQFO000C378	12,488	-
Plant and Animal Disease, Pest Control, and Animal Care	10.025	AP22PPQFO000C001	19,171	-
Plant and Animal Disease, Pest Control, and Animal Care	10.025	AP2399QFO000C001	7,850	-
Subtotal 10.025			54,511	-
Passed through State Department of Education:				
School Breakfast Program	10.553	02951-SN-52-R	26,028	-
National School Lunch Program	10.555	02951-SN-52-R	31,298	-
Total Child Nutrition Cluster			57,326	-
Passed through State Department of Health Services:				
WIC - Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	15-10122 WIC	836,509	-
Subtotal 10.557			836,509	-
Passed through State Department of Social Services:				
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561		2,319,192	-
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561		1,774	-
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	215-2012 NEOP	129,725	-
Total SNAP Cluster			2,450,691	-
Passed through State Controller's Office:				
Cooperative Forestry Assistance	10.698	7GF22322	20,000	-
USDA, Forest Srvc Mendocino Natl Forest	10.667	21-LE-11051360-009	32,000	-
Schools and Road - Grants to Counties	10.666	10-Unknown	473,109	-
Total Forest Service Schools and Roads Cluster			525,109	-
Total U.S. Department of Agriculture			3,924,146	-
U.S. Department of Housing and Urban Development				
Passed through State Emergency Management Agency:				
COVID-19 Corona Virus , Relief and Economic Security/CDBG CV-1	14.228	CDBG-CV1-00033	335,182	335,182
COVID-19 Corona Virus , Relief and Economic Security/CDBG CV2/3	14.228	18-CDBG-12935	1,565,752	1,559,645
CDBG-Non Housing - Compen (2018)	14.228	18-CDBG-12936	2,601	-
Subtotal 14.228			1,903,535	1,894,827
Total U.S. Department of Housing and Urban Development			1,903,535	1,894,827
U.S. Department of the Interior				
Direct Program:				
Payments in Lieu of Taxes	15.226		938,731	-
Total U.S. Department of the Interior			938,731	-

See accompanying Notes to Schedule of Expenditures of Federal Awards.

COUNTY OF TEHAMA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED JUNE 30, 2023

Federal Program/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures	Passed Through to Subrecipients
U.S. Department of Justice				
Direct Program:				
Bulletproof Vest Partnership	16.607		$ 7,375	$ -
Passed through Drug Enforcement Administration:				
Domestic Cannabis Eradication/Suppression Program	16.022	2023-51	557	-
Domestic Cannabis Eradication/Suppression Program	16.022	2022-51	16,514	-
Subtotal 16.022			17,071	-
Passed through Board of State and Community Corrections:				
Edward Byrne Memorial Justice Assistance	16.738	BSCC 5229	47,040	-
Edward Byrne Memorial Justice Assistance	16.738	BSCC 641-19	135,351	-
Subtotal 16.738			182,391	-
Passed through State Emergency Management Agency:				
Crime Victim Assistance	16.575	VW 2227 0520	192,262	-
Crime Victim Assistance	16.575	VW 2126 0520	27,524	-
Crime Victim Assistance	16.575	UV 2106 0520	95,361	-
Subtotal 16.575			315,147	-
Total U.S. Department of Justice			521,984	-
U.S. Department of Transportation				
Passed through State Department of Transportation:				
Highway Planning and Construction	20.205	SRTSL-5908(092)	28,299	-
Highway Planning and Construction	20.205	RPSTPL-5908(102)	13,790	-
Highway Planning and Construction	20.205	RPSTPL-5908(100)	445,834	-
Highway Planning and Construction	20.205	HSIPL-5908(104)	8,782	-
Highway Planning and Construction	20.205	HSIPL-5908(105)	4,425	-
Highway Planning and Construction	20.205	HSIPL-5908(106)	10,057	-
Highway Planning and Construction	20.205	BRLKS-5908(029)	3,715	-
Highway Planning and Construction	20.205	BRLOZB-5908(025)	2,870,348	-
Highway Planning and Construction	20.205	BRLSZD-5908(031)	3,281,335	-
Highway Planning and Construction	20.205	BRLO-5908(056)	85,511	-
Highway Planning and Construction	20.205	BRLO-5908(057)	112,750	-
Subtotal 20.205			6,864,846	-
Passed through State Department of Transportation:				
CRRSAA (Seniors & Individuals with Disabilities)	20.509		37,674	-
COVID-19 CARES Act (Rural Area Formula)	20.509		128,184	-
Subtotal 20.509			165,858	-
Passed through State Office of Traffic Safety:				
Federal Highway Safety Program	20.600	402EM-22	37,542	-
Total Highway Safety Cluster			37,542	-
Total U.S. Department of Transportation			7,068,246	-
U.S. Department of the Treasury				
Passed through State Department of Finance:				
COVID-19 Coronavirus State & Local Fiscal Recovery Funds	21.027		3,842,965	-
COVID-19 LATCF Local Asst and Tribal Consistency Fund	21.032		109,293	-
Federal Asset Seizure	21.016		3,131	-
Total U.S. Department of the Treasury			3,955,389	-

See accompanying Notes to Schedule of Expenditures of Federal Awards.

COUNTY OF TEHAMA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED JUNE 30, 2023

Federal Program/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures	Passed Through to Subrecipients
U.S. Department of Health and Human Services				
Passed through State Department of Social Services:				
Guardianship Assistance	93.090		$ 7,961	$ -
Guardianship Assistance	93.090		11,033	-
Subtotal 93.090			18,994	-
Promoting Safe and Stable Families	93.556		49,744	-
Temporary Assistance for Needy Families	93.558		11,489,243	-
Community-Based Child Abuse Prevention Grants	93.590		26,498	-
Adoption Incentive Payments	93.603		24,000	-
Stephanie Tubbs Jones Child Welfare Services Program	93.645		39,783	-
Foster Care - Title IV-E	93.658		2,478,305	-
Adoption Assistance	93.659		5,072,660	-
Social Services Block Grant	93.667		149,424	-
John H. Chafee Foster Care Program for Successful Transition to Adulthood	93.674		50,319	-
Passed through State Child Support Department:				
Child Support Enforcement	93.563		1,296,990	-
Passed through State Department of Aging:				
Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045	IIIC-080-15	128,004	-
Nutrition Services Incentive Program	93.053	IIIC-080-15	22,247	-
Total Aging Cluster			150,251	-
Passed through State Department of Mental Health Services:				
Behavioral Health Court Co-Occurring Drug Court	93.243		396,081	-
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243		259,150	-
Subtotal 93.243			655,231	-
Passed through State Department of Alcohol and Drug Programs:				
Block Grants for Community Mental Health Services	93.959		642,254	-
Passed through State Department of Health Services:				
Public Health Emergency Preparedness	93.069		53,581	-
Childhood Lead Poisoning Prevention Projects - State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	93.197	18-10211	23,393	-
Immunization Cooperative Agreements	93.268	17-10072	217,166	-
COVID-19 APS/ARPA	93.747		3,161	-
APS/CSBG	93.747	APS Covid	14,316	-
Subtotal 93.747			17,477	-
Medical Assistance Program	93.778		2,445,712	-
Total Medicaid Cluster			2,445,712	-
Healthy Families America Home Visiting Program	93.872		386,744	-
Hospital Preparedness Program (HPP)	93.889		140,001	-
Maternal and Child Health Services Block Grant to the States	93.994		103,504	-
Passed through State Department of Community Services and Development:				
Community Services Block Grant	93.569	23F-4049	101,203	-
Community Services Block Grant	93.569	22F-5049	203,542	-
Community Services Block Grant	93.569	22F-5049	31,000	-
Subtotal 93.569			335,745	-

See accompanying Notes to Schedule of Expenditures of Federal Awards.

COUNTY OF TEHAMA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED JUNE 30, 2023

Federal Program/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Total Federal Expenditures	Passed Through to Subrecipients
U.S. Department of Health and Human Services				
Passed through State Department of Mental Health Services:				
Projects for Assistance in Transition from Homelessness (PATH)	93.150		$ 21,752	$ -
Block Grants for Community Mental Health Services	93.958		279,513	-
COVID 19 - Epidemiology and Laboratory Capacity for COVID-19 Coronavirus Aid, Relief and Economic Security Act	93.323	ELC Cares	1,027,141	-
(CARES) 2020 Epidemiology and Laboratory Capacity (ELC)	93.323	ELC EPI	234,891	-
Subtotal 93.323			1,262,032	-
Total U.S. Department of Health and Human Services			27,430,316	-
Department of Homeland Security				
Passed through State Emergency Management Agency:				
Emergency Management Performance Grants	97.042	2020-0095 RR2	39,894	-
Emergency Management Performance Grants	97.042	2020-0095 RR3	19,144	-
Emergency Management Performance Grants	97.042	2020-0095 RR4	19,645	-
Emergency Management Performance Grants	97.042	2021-0015 RR2	15,866	-
Emergency Management Performance Grants	97.042	2021-0015 RR3	10,221	-
Emergency Management Performance Grants	97.042	2021-0014 RR3	10,349	-
Emergency Management Performance Grants	97.042	2021-0014 RR2	12,384	-
Subtotal 97.042			127,503	-
Hazard Mitigation Grant Program	97.039		81,469	-
Total Department of Homeland Security			208,972	-
Total			$ 45,951,319	$ 1,894,827

See accompanying Notes to Schedule of Expenditures of Federal Awards.

COUNTY OF TEHAMA
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
JUNE 30, 2023

NOTE 1 REPORTING ENTITY

The accompanying schedule of expenditures of federal awards presents the activity of all federal financial assistance programs of the County of Tehama, California (the County). The County reporting entity is defined in Note 1 to the County's basic financial statements. All federal awards received directly from federal agencies as well as federal awards passed through other government agencies are included in the schedule of expenditures of federal awards. The information from the schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the County, it is not intended to and does not present the financial position, changes in net position, or cash flows of the County.

NOTE 2 BASIS OF ACCOUNTING

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements, regardless of the measurement focus applied. The accompanying schedule of expenditures of federal awards, is presented using the modified accrual basis of accounting for grants accounted for in the governmental fund types and the accrual basis of accounting for grants accounted for in the proprietary fund types, as described in the notes to the County financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowed or are limited as to reimbursements.

NOTE 3 INDIRECT COST RATE

The County has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 PASS-THROUGH ENTITIES' IDENTIFYING NUMBER

When federal awards were received from a pass-through entity, the schedule of expenditures of federal awards shows, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, the County determined that no identifying number is assigned for the program or the County was unable to obtain an identifying number from the pass-through entity and the identifying number is shown as unknown.

COUNTY OF TEHAMA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2023

Section I – Summary of the Auditors' Results

Basic Financial Statements

1. Type of auditors' report issued: Unmodified

2. Internal control over financial reporting:

   - Material weakness(es) identified? ___x___ yes _____ no
   - Significant deficiency(ies) identified? _____ yes ___x___ none reported

3. Noncompliance material to basic financial statements noted? _____ yes ___x___ no

Federal Awards

1. Internal control over major federal programs:

   - Material weakness(es) identified? _____ yes ___x___ no
   - Significant deficiency(ies) identified? _____ yes ___x___ none reported

2. Type of auditors' report issued on compliance for major federal programs: Unmodified

3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes ___x___ no

Identification of Major Federal Programs

Federal Assistance Listing Numbers	Name of Federal Program or Cluster
14.228	Community Development Block Grants / Entitlement Grants
21.027	COVID-19 Coronavirus State & Local Fiscal Recovery Funds
93.558	Temporary Assistance for Needy Families
93.563	Child Support Enforcement
93.658	Foster Care Title IV-E
93.659	Adoptions Assistance

Dollar threshold used to distinguish between Type A and Type B programs: $ 1,378,539

Auditee qualified as low-risk auditee? _____ yes ___x___ no

COUNTY OF TEHAMA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2023

Section II – Financial Statement Findings

2023-001

Material Weakness in Internal Control over Financial Reporting

Condition

The County improperly reported the PARS Pension 115 Trust as a custodial fund in the prior year financial statements.

Criteria

GASB Statement No. 84, Fiduciary Activities requires that governments report fiduciary activities in the fiduciary fund financial statements of the basic financial statements. The PARS Pension 115 Trust does not meet the criteria for a fiduciary activity because it is made up of the County's own-source revenue, and the County does not have control of the assets in the trust.

Cause

During the implementation of GASB Statement No. 84, Fiduciary Activities for the year ended June 30, 2021, the County classified the trust as a fiduciary activity, rather than as part of the General Fund.

Repeat Finding

This is not a repeat finding.

Effect

A prior period adjustment, increasing cash with fiscal agents & beginning fund balance in the General Fund by $567,116 and decreasing beginning net position and cash with fiscal agents in the Custodial Funds by $567,116 was recorded.

Recommendation

As part of its financial reporting process, the County should review the nature of its trusts, and determine whether the balances are correctly reflected as fiduciary activities or part of the primary government.

Views of responsible officials and planned corrective actions

There is no disagreement with this finding.

Section II – Financial Statement Findings (Continued)

2023-002

Material Weakness in Internal Control over Financial Reporting

Condition

The County did not record depreciation expense in the Tehama County Sanitation District Fund in the prior year.

Criteria

Per the County's Summary of Significant Accounting Policies, Capital assets used in operations should be depreciated or amortized using the straight-line method over the assets' estimated useful lives.

Cause

Capital asset activity for the financial statements is compiled manually by inputting information from system generated reports into an Excel workbook. Depreciation expense for the Tehama County Sanitation District fund was not included in the workbook for the prior year.

Repeat Finding

This is not a repeat finding.

Effect

A prior period adjustment, increasing accumulated depreciation and decreasing beginning net position by $39,220 in the Tehama County Sanitation District Fund was recorded.

Recommendation

As part of its financial reporting process, the County should review all capital asset activity to determine that depreciation expense has been properly recognized in the financial statements.

Views of responsible officials and planned corrective actions

There is no disagreement with this finding.

COUNTY OF TEHAMA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2023

Section II – Financial Statement Findings (Continued)

2023-003

Material Weakness in Internal Control over Financial Reporting

Condition

The County did not include expenditures related to the Coronavirus State & Local Fiscal Recovery Funds on the Schedule of Expenditures of Federal Awards for the year ended June 30, 2023.

Criteria

The auditee's responsibility per the Uniform Guidance, Section 200.508 Part B, is to "prepare appropriate financial statements, including the Schedule of Expenditures of Federal Awards."

The SEFA, while not part of the Basic Financial Statements, is audited in relation to the basic financial statements, in accordance with the requirements of the Uniform Guidance. The Uniform Guidance requires auditors to determine major programs and perform risk assessments based on information reported on the SEFA.

Cause

Expenditures related to the program were not included on the SEFA through the County's process of compiling the SEFA.

Repeat Finding

This is not a repeat finding.

Effect

By not including these expenditures, the total SEFA amount was under reported by $3,842,965. This also impacted our major program determination process and led to the program being determined as not major prior to the reporting of expenses. Once expenditures were properly reported, the program was determined to be a major program.

Recommendation

We recommend that the County perform procedures to ensure that all relevant programs are properly reported on the SEFA.

Views of responsible officials and planned corrective actions

There is no disagreement with this finding.

COUNTY OF TEHAMA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2023

Section III – Federal Award Findings and Questioned Costs

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

SUPPLEMENTAL SCHEDULES

COUNTY OF TEHAMA
SUPPLEMENTAL SCHEDULE
CALIFORNIA DEPARTMENT OF AGING (CDA)
YEAR ENDED JUNE 30, 2023

A reconciliation of accrual basis expenditures as reported on the Financial Closeout Report to cash basis expenditures confirmed as of June 30, 2023, follows:

Program	Federal CFDA Number	Total Expenditures	Accrual Adjustments	Confirmed Amount
IIIC-1 Congregate	93.045	$ 128,004	$ -	$ -
IIIC-1 Congregate Nutrition Services Incentive Program	93.053	22,247	-	-
Total Expenditures of CDA Federal Awards		$ 150,251	$ -	$ -

The terms and conditions of contracts with CDA require agencies to display state-funded expenditures discretely along with the related federal expenditures. The following schedule is presented to comply withthese requirements.

Federal CFDA No.	Federal Expenditures	State Expenditures	Total
93.045	$ 128,004	$ -	$ 128,004
93.053	22,247	-	22,247
Total	$ 150,251	$ -	$ 150,251

COUNTY OF TEHAMA
SUPPLEMENTAL SCHEDULE
CALIFORNIA COMMUNITY SERVICES AND DEVELOPMENT
CSD CONTRACT NO. 23F-4049 (CSBG)
FOR THE PERIOD JANUARY 1, 2023 THROUGH MAY 31, 2024

	January 1, 2023 through June 30, 2023	Total Audited Costs	Total Reported Costs	Total Budget
REVENUE				
Grant Revenue	$ 101,203	$ 101,203		$ 331,306
Interest Income	313	313		-
Total Revenue	$ 101,516	$ 101,516		$ 331,306
EXPENDITURES				
Administrative Costs:				
Operating Expenses	$ 2,879	$ 2,879	$ 2,879	$ 2,879
Contract and Consultant Services	12,294	12,294	12,294	12,294
Total Administrative Costs	15,173	15,173	15,173	15,173
Program Costs:				
Salaries and Wages	25,939	25,939	25,939	25,939
Fringe Benefits	6,968	6,968	6,968	6,968
Operating Expenses	25,504	25,504	25,504	25,504
Subcontractor and Consultant Services	27,619	27,619	27,619	27,619
Total Program Costs	86,030	86,030	86,030	86,030
Total Expenses	$ 101,203	$ 101,203	$ 101,203	$ 101,203

COUNTY OF TEHAMA
SUPPLEMENTAL SCHEDULE
CALIFORNIA COMMUNITY SERVICES AND DEVELOPMENT
CSD CONTRACT NO. 22F-5049 (CSBG)
FOR THE PERIOD JANUARY 1, 2022 THROUGH MAY 31, 2023

	January 1, 2022 through June 30, 2022	July 1, 2022 through May 31, 2023	Total Audited Costs	Total Reported Costs	Total Budget
REVENUE					
Grant Revenue	$ 96,764	$ 203,542	$ 300,306		$ 300,306
Interest Income	71	234	305		-
Total Revenue	$ 96,835	$ 203,776	$ 300,611		$ 300,306
EXPENDITURES					
Administrative Costs:					
Operating Expenses	$ 1,500	$ 50,293	$ 51,793	$ 51,793	$ 51,793
Contract and Consultant Services	16,673	16,620	33,293	33,293	33,293
Total Administrative Costs	18,173	66,913	85,086	85,086	85,086
Program Costs:					
Salaries and Wages	27,460	37,413	64,873	64,873	64,873
Fringe Benefits	11,797	14,267	26,064	26,064	26,064
Operating Expenses	14,374	54,849	69,223	69,223	69,223
Subcontractor and Consultant Services	24,960	30,100	55,060	55,060	55,060
Total Program Costs	78,591	136,629	215,220	215,220	215,220
Total Expenses	$ 96,764	$ 203,542	$ 300,306	$ 300,306	$ 300,306

COUNTY OF TEHAMA
SUPPLEMENTAL SCHEDULE
CALIFORNIA COMMUNITY SERVICES AND DEVELOPMENT
CSD CONTRACT NO. 22F-5049 (DISCRETIONARY CSBG)
FOR THE PERIOD JANUARY 1, 2022 THROUGH MAY 31, 2023

	July 1, 2022 through May 31, 2023	Total Audited Costs	Total Reported Costs	Total Budget
REVENUE				
Grant Revenue	$ 31,000	$ 31,000		$ 31,000
Total Revenue	$ 31,000	$ 31,000		$ 31,000
EXPENDITURES				
Program Costs:				
Subcontractor and Consultant Services	$ 31,000	$ 31,000	$ 31,000	$ 31,000
Total Program Costs	31,000	31,000	31,000	31,000
Total Expenses	$ 31,000	$ 31,000	$ 31,000	$ 31,000



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SAM.GOV

COUNTY OF TEHAMA

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
HWMBGUYSF3N5	**5AX47**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Apr 7, 2027**	
Physical Address	Mailing Address	
818 Main ST **Red Bluff, California 96080-2759** **United States**	**P.O. Box 400** **Red Bluff, California 96080-0400** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Tehama County Health Services Agency**	**(blank)**
Congressional District	State / Country of Incorporation	URL
California 01	**(blank) / (blank)**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 9, 2026	**Apr 7, 2026**	**Jan 27, 2009**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Apr 9, 1856	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
U.S. Government Entity

Entity Type
US Local Government

Organization Factors
(blank)

Profit Structure
(blank)

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
County

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
5AX47

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********76**

Lock Box Number
(blank)

Financial Institution
US BANK NA

Account Number
*********68**

Automated Clearing House

Phone (U.S.)
5305278491

Email
Jayme.Bottke@tchsa.net

Phone (non-U.S.)
(blank)

Fax
5305270240

Remittance Address

Jayme Bottke
P.O. Box 400
Red Bluff, California 96080
United States

Taxpayer Information

EIN
*******0543**

Type of Tax
Applicable Federal Tax

Taxpayer Name
TEHAMA COUNTY OF

Tax Year (Most Recent Tax Year)
2025

Name/Title of Individual Executing Consent
Tehama County Health Services Agency, Executive Director

TIN Consent Date
Apr 7, 2026

Address
727 Oak Street
Red Bluff, California 96080

Signature
Jayme Bottke

Points of Contact

Accounts Receivable POC

Rosa I Cumpston, Assistant Executive Director, Administration
Rosa.Cumpston@tchsa.net
5305278491

Electronic Business

Michelle Schmidt, Assistant Executive Director, Program
Michelle.Schmidt@tchsa.net
5305278491

P.O. Box 400
Red Bluff, California 96080
United States

Rosa I Cumpston, Assistant Executive Director, Administration
Rosa.Cumpston@tchsa.net
5305278491

P.O. Box 400
Red Bluff, California 96080
United States

Government Business

Jayme S Bottke, Executive Director
Jayme.Bottke@tchsa.net
5305278491

P.O. Box 400
Red Bluff, California 96080
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**621420**	**Outpatient Mental Health And Substance Abuse Centers**
	621330	**Offices Of Mental Health Practitioners (Except Physicians)**
	621399	**Offices Of All Other Miscellaneous Health Practitioners**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$216,751,036.00

Number of Employees (in accordance with 13 CFR 121)
785

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
Tuberculosis Control Branch (TBCB)

Thank you for your interest in being a subawardee and working with us to provide services under the ***Project Grants and Cooperative Agreements for Tuberculosis Control Programs*** administered by the Centers for Disease Control and Prevention. Subrecipients will assist State, local health agencies, political subdivisions, and other government entities to conduct tuberculosis (TB) preventive health service programs to assist in carrying out TB control activities designed to prevent transmission of infection and disease.

As a condition of the grant, the Notice of Award (NOA) and the General Terms and Conditions are attached for your records and reference. The Assistance Listing Number (ALN) for Project Grants and Cooperative Agreements for Tuberculosis Control Programs is 93.116. You can obtain general information about the grant by searching https://sam.gov/assistance-listings for the ALN. The Notice of Award Number for Budget Period 7/1/2026 - 12/31/2026 is 5 NU52PS910282-02-00.

Subrecipient's Name:	County of Tehama	
Digital signature of person agreeing to NOA T&C:	Jayme Bottke	
Printed Name/Date Signed:	Jayme Bottke	
Funding Source(s):	Project Grants and Cooperative Agreements for Tuberculosis Control Programs	

Please answer the following questions below:

1. Is your agency registered in the System for Award Management (SAM)?

   (Check one) ☒ Yes ☐ No

   If so, please attach a SAM screenshot confirming your active status in SAM.

2. What is your agency's Unique Entity Identifier (UEI) number?

   HWMBGUYSF3N5

3. I have read the attached Notice of Award and the General Terms and Conditions. I agree to adhere to the General Terms and Conditions.

   (Check one) ☒ Yes ☐ No

4. I have attached my agency's most current Single Audit; or financial and performance evaluations because my agency is exempt from the Single Audit Requirement.

   (Check one) ☒ Yes ☐ No

The following Terms and Definitions are for use by the TBCB and Subrecipients.

Terms and Definitions:

1) **Assistance Listing Number (ALN)** identifies the federal assistance program and provides general information about the grant, such as the program objectives. This **must** be shared with potential subrecipients prior to entering into contract negotiations (2 CFR § 200.331).

2) **System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements** (2 CFR 25.200(b)):
   - The potential subrecipient that applies (1) must be registered in **SAM** prior to submitting an application of plan.
   - The subrecipient (2) must also maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.
   - The subrecipient (3) must provide its **UEI** number in each application or plan.

   SAM aka CCR = Central Contractor Registration
   SAM is the Federal repository into which a subrecipient must provide information required for the conduct of business as a subrecipient. Registration information is available at the SAM Website https://www.sam.gov/.

   Requirement for SAM
   Unless exempted from this requirement under 2 CFR § 25.110*, the subrecipient **must maintain their current information** in the SAM. This requires that the subrecipient review and update their information at least annually after the initial registration, and more frequently if required by changes in their information or another award term. (*2 CFR § 25.110 (b) and (c) **exempts individuals and Federal agencies**. See statute for more information.)

   UEI is the 12-digit alphanumeric number issued to business entities registered in SAM; https://sam.gov/ (works best with Internet Explorer).

Certification of Established Electronic Directly Observed Therapy (eDOT) Policy and Procedures

Jurisdiction: Tehama County

Local Assistance Subvention Award

The Local Health Jurisdiction named above hereby certifies that a policy and procedures document has been established for the use of electronic directly observed therapy (eDOT) that includes the minimum requirements listed in the California Department of Public Health-California Tuberculosis Controllers Association joint guidelines, "Guidelines for Electronic Directly Observed Therapy (eDOT) Program Protocols in California 2016."

Please sign and return this form with your funding request for equipment and services for use with eDOT.

Jayme Bottke

Authorized Signature

6-2-26

Date

JAYME S. BOTTKE

Print Name

Executive Director Tehama County Health Services Agency

Title

Guidelines for eDOT Program Protocols in California 2016 can be found on the CTCA website at: https://ctca.org/wp-content/uploads/2018/11/CDPH_CTCA-eDOT-Guidelines-Cleared-081116.pdf

LOCAL HEALTH JURISDICTION TB CONTROL CONTACT INFORMATION

ORGANIZATION

This is the information of your Local Health Jurisdiction.

Federal Tax Identification Number	94-60000543
Legal Name of the Organization	Tehama County Health Services Agency Public Health
Mailing Address	PO Box 400 Red Bluff, CA 96080
Street Address (if different)	818 Main Street Red Bluff, CA 96080
County	Tehama
Telephone Number (main)	530-527-8491
Secure TB Reporting Fax Number	530-527-0362

AWARD SIGNATORY

The Award Signatory is the individual authorized to accept the award, at the discretion of the Local Health Jurisdiction.□

Name	Jayme Bottke
Title	Executive Director Tehama County Health Services Agency
Telephone Number	530-527-8491x3166
Email Address	Jayme.bottke@tchsa.net

PROJECT REPRESENTATIVE

The Project Representative is the individual responsible for the oversight of the grant, day-to-day activities of the project, and seeing that all grant requirements are met. This person will be in contact with State TB Control Branch staff and receive all programmatic, budget, and accounting documents for the project and will be responsible for the proper dissemination of program information.

Name	Kelly Burton
Title	Supervising Public Health Nurse
Telephone Number	530-966-9927
Email Address	kelly.burton@tchsa.net

CORRECTIONAL LIAISON

The Correctional Liaison is the individual responsible for ensuring continuity of care for TB patients who transfer between correctional facilities and the community, which is an important TB prevention and control activity.

Name	Kelly Burton
Title	Supervising Public Health Nurse
Telephone Number	530-966-9927
Email Address	kelly.burton@tchsa.net

LINKAGE TO CARE LIAISON

The Linkage to Care Liaison is the individual responsible for responding to inquiries from civil surgeons and helping status adjusters become linked to treatment for LTBI. The sites of care for LTBI treatment may include health department clinics, community clinics, primary care providers, or other providers designated by your program.

Name	Kelly Burton
Title	Supervising Public Health Nurse
Telephone Number	530-966-9927
Email Address	kelly.burton@tchsa.net

FISCAL REPRESENTATIVE

The Fiscal Representative is the individual responsible for submitting invoices and receiving the invoice payments. The remittance address is where the payments will be mailed.

Name	Glenda Shoemaker
Title	Accountant
Remittance Address	P.O. Box 400 Red Bluff, CA 96080
Street Address (if different)	
Telephone Number	530-528-3210
Email Address	glenda.shoemaker@tchsa.net

TB Local Assistance Base Federal Detail Budget
Funding Period: 7/1/2026–12/31/2026

Jurisdiction Name: Tehama County

Personnel (Benefited)

Title / Name	New/Cont	Annual	FTE	Months	Salary Amount
1.		$ -	0%	0	$ -
2.		$ -	0%	0	$ -
3.		$ -	0%	0	$ -
4.		$ -	0%	0	$ -
5.		$ -	0%	0	$ -
6.		$ -	0%	0	$ -
7.		$ -	0%	0	$ -
8.		$ -	0%	0	$ -
Total Personnel (Benefited)	$ -				

Benefits

Title / Name	Rate (%)	Salary	Benefits Amount
1.	0%	$ -	$ -
2.	0%	$ -	$ -
3.	0%	$ -	$ -
4.	0%	$ -	$ -
5.	0%	$ -	$ -
6.	0%	$ -	$ -
7.	0%	$ -	$ -
8.	0%	$ -	$ -
Total Benefits	$ -		

Personnel (Non-Benefited)

Title / Name	New/Cont	Annual	FTE	Months	Personnel (Non-Ben.) Amount
1.		$ -	0%	0	$ -
2.		$ -	0%	0	$ -
3.		$ -	0%	0	$ -
4.		$ -	0%	0	$ -
5.		$ -	0%	0	$ -
6.		$ -	0%	0	$ -
Total Personnel (Non-Benefited)	$ -				
TOTAL - PERSONNEL SERVICES	$ -				

Travel Within Jurisdiction *(Provide miles x mileage rate applicable to travel period)*

Category	Miles	Rate	Within LHJ Amount
Miles Within Jurisdiction:	500	$ 0.725	$ 363

Travel Out-of-Jurisdiction *(Provide miles x mileage rate applicable to travel period)*

Category	Miles/Days	Rate/Amount per Day	Out-of-LHJ Amount
Miles Out of Jurisdiction:	400	$ 0.725	$ 290
Days of Per Diem:	0	$ -	$ -
Days of Lodging:	2	$ 200	$ 400
Airfare	0	$ -	$ -
Total Travel	$ 1,053		

Equipment *(Itemize each piece of equipment)*

Description (Make and Model)	Units	Cost per Unit	Equipment Amount
1.	0	$ -	$ -
2.	0	$ -	$ -
3.	0	$ -	$ -
4.	0	$ -	$ -
Total Equipment	$ -		

Supplies *(Provide total amounts for office and clinic supplies. Itemize laboratory supplies)*

Supplies Type	Supplies Amount
Office Supplies	$ 200

Justification

Personnel (Benefited) (No more than 5 sentences per budget line item to explain the costs and units)

Covered by local funds

Duties and Responsibilities:

Duties and Responsibilities:

Duties and Responsibilities:

Duties and Responsibilities:

Duties and Responsibilities:

Duties and Responsibilities:

Duties and Responsibilities:

Benefits (≥53% submit official documentation of the rate and a breakdown of the benefits) (No more than 5 sentences per budget line item to explain the costs and units)

Covered by local funds

Personnel (Non-Benefited) (No more than 5 sentences per budget line item to explain the costs and units)

Covered by local funds.

Travel (No more than 5 sentences per budget line item to explain the costs and units)

Travel within Jurisdiction for TB testing, sputum collection, and treatment. Out of Jurisdiction travel for trainings and meetings.

Equipment (No more than 5 sentences per budget line item to explain the costs and units)

No equipment needed at this time.

Supplies (No more than 5 sentences per budget line item to explain the costs and units)

Includes secretarial and office supplies, printing, stationary, envelopes, and Xerox charges. Spreads based on program FTEs. Includes charges for fax machine,

TB Local Assistance Base Federal Detail Budget
Funding Period: 7/1/2026–12/31/2026

Laboratory Supplies (Itemize)	Units	Cost per Unit	Lab Supplies Amount
1.	0	$ -	$ -
2.	0	$ -	$ -
3.	0	$ -	$ -
4.	0	$ -	$ -
Total Supplies	**$ 200**		

Subcontracts

Name of Contractor	Start Date	End Date	Subcontracts Amount
1.			$ -
2.			$ -
3.			$ -
4.			$ -
Total Subcontracts	**$ -**		

Other

Other Budget Item	Number of Units	Cost per Unit	Other Amount
1. Tubersol	5	$ 100	$ 500
2.	0	$ -	$ -
3.	0	$ -	$ -
4.	0	$ -	$ -
Total Other	**$ 500**		

Food, Shelter, Incentives and Enablers (FSIE)

Category	Budget Amount
Food, Shelter, Incentives and Enablers	$ 880
TOTAL DIRECT COSTS	**$ 2,633**

Indirect Costs *(State approved rate is based upon application submitted by Jurisdiction. Not to exceed 15% of total direct costs or 25% of total personnel costs.)*

Indirect Cost Rate Base	Base Amount	Indirect Cost Rate (%)	Indirect Costs Amount
Personnel Services	$ -	25.000%	$ -
Total Direct Costs	$ 2,633	0.000%	$ -
TOTAL INDIRECT COSTS	**$ -**		
TOTAL BUDGET	**$ 2,633**		

postage meter and postage and is budgeted based on actual usage from the previous FY.

Subcontracts (Submit a copy of contract with application) (No more than 5 sentences per budget line item to explain the costs and units)

N/A

Other Budget Items (No more than 5 sentences per budget line item to explain the costs and units)

Cost of testing materials for TB testings and x-ray fees for individuals without insurance.

Food, Shelter, Incentives and Enablers (FSIE) (No more than 5 sentences per budget line item to explain the costs and units)

These funds are in place for anyone that might need to be isolated outside their home, or to assist with them staying home if they are able to isolate at home for active TB.

Jurisdiction Name: Tehama County

Personnel (Benefited)

Title / Name	New/Cont	Annual	FTE	Months	Salary Amount
1.		$ -	0%	0	$ -
2.		$ -	0%	0	$ -
3.		$ -	0%	0	$ -
4.		$ -	0%	0	$ -
5.		$ -	0%	0	$ -
6.		$ -	0%	0	$ -
7.		$ -	0%	0	$ -
8.		$ -	0%	0	$ -
Total Personnel (Benefited)	$ -				

Benefits

Title / Name	Rate (%)	Salary	Benefits Amount
1.	0%	$ -	$ -
2.	0%	$ -	$ -
3.	0%	$ -	$ -
4.	0%	$ -	$ -
5.	0%	$ -	$ -
6.	0%	$ -	$ -
7.	0%	$ -	$ -
8.	0%	$ -	$ -
Total Benefits	$ -		

Personnel (Non-Benefited)

Title / Name	New/Cont	Annual	FTE	Months	Personnel (Non-Ben.) Amount
1.		$ -	0%	0	$ -
2.		$ -	0%	0	$ -
3.		$ -	0%	0	$ -
4.		$ -	0%	0	$ -
5.		$ -	0%	0	$ -
6.		$ -	0%	0	$ -
Total Personnel (Non-Benefited)	$ -				
TOTAL - PERSONNEL SERVICES	$ -				

Travel Within Jurisdiction *(Provide miles x mileage rate applicable to travel period)*

Category	Miles	Rate	Within LHJ Amount
Miles Within Jurisdiction:	0	$ 0.725	$ -

Travel Out-of-Jurisdiction *(Provide miles x mileage rate applicable to travel period)*

Category	Miles/Days	Rate/Amount per Day	Out-of-LHJ Amount
Miles Out-of-Jurisdiction:	0	$ 0.725	$ -
Days of Per Diem:	0	$ -	$ -
Days of Lodging:	0	$ -	$ -
Airfare	0	$ -	$ -
Total Travel	$ -		

Equipment *(Itemize each piece of equipment)*

Description (Make and Model)	Units	Cost per Unit	Equipment Amount
1.	0	$ -	$ -
2.	0	$ -	$ -
3.	0	$ -	$ -
4.	0	$ -	$ -
Total Equipment	$ -		

Supplies *(Provide total amounts for office and clinic supplies. Itemize laboratory supplies)*

Supplies Type	Supplies Amount
Office Supplies	$ -

Justification

Personnel (Benefited) (No more than 5 sentences per budget line item to explain the costs and units)

Covered by local funds

Duties and Responsibilities:

Duties and Responsibilities:

Duties and Responsibilities:

Duties and Responsibilities:

Duties and Responsibilities:

Duties and Responsibilities:

Duties and Responsibilities:

Benefits (≥53% submit official documentation of the rate and a breakdown of the benefits) (No more than 5 sentences per budget line item to explain the costs and units)

Covered by local funds

Personnel (Non-Benefited) (No more than 5 sentences per budget line item to explain the costs and units)

Covered by local funds

Travel (No more than 5 sentences per budget line item to explain the costs and units)

On Federal

Equipment (No more than 5 sentences per budget line item to explain the costs and units)

No equipment needed at this time.

Supplies (No more than 5 sentences per budget line item to explain the costs and units)

TB Local Assistance Base State Detail Budget
Budget Period: 7/1/2026–6/30/2027

Clinic Supplies	$ -		
Laboratory Supplies (Itemize)	**Units**	**Cost per Unit**	**Lab Supplies Amount**
1. Quest-Quantiferon	6	$ 70.00	$ 420
2. Butte County Lab-sputum	6	$ 154.00	$ 924
3.	0	$ -	$ -
4.	0	$ -	$ -
Total Supplies	**$ 1,344**		

Anti-TB Medication *(Itemize)*

Medication	Units	Cost per unit	Anti-TB Meds Amount
1. Isoniazid 300 mg 100 ct	3	$ 118	$ 354
2. Ethambutol 400 mg 100 ct	0	$ -	$ -
3.Pyrazinamide 500 mg 60 ct	0	$ -	$ -
4.	0	$ -	$ -
Total Anti-TB Medication	**$ 354**		

Subcontracts

Name of Contractor	Start Date	End Date	Contract Amount
1.			$ -
2.			$ -
3.			$ -
4.			$ -
Total Subcontracts	**$ -**		

Other

Other Budget Item	Number of Units	Cost per Unit	Other Amount
1. X-Ray	3	$ 250.00	$ 750
2.	0	$ -	$ -
3.	0	$ -	$ -
4.	0	$ -	$ -
Total Other	**$ 750**		

Food, Shelter, Incentives and Enablers (FSIE)

Category	Budget Amount
Food, Shelter, Incentives and Enablers	$ 671
TOTAL DIRECT COSTS	**$ 3,119**

Indirect Costs *(State approved rate is based upon application submitted by Jurisdiction. Not to exceed 15% of total direct costs or 25% of total personnel costs.)*

Indirect Cost Rate Base	Base Amount	Indirect Cost Rate (%)	Indirect Costs Amount
Personnel Services	$ -	0.000%	$ -
Total Direct Costs	$ 3,119	0.000%	$ -
TOTAL INDIRECT COSTS	**$ -**		
TOTAL BUDGET	**$ 3,119**		

Anti-TB Medications (No more than 5 sentences per budget line item to explain the costs and units)

Subcontracts (Submit a copy of contract with application) (No more than 5 sentences per budget line item to explain the costs and units)

Other Budget Items (No more than 5 sentences per budget line item to explain the costs and units)

Food, Shelter, Incentives and Enablers (FSIE) (No more than 5 sentences per budget line item to explain the costs and units)

TB Local Assistance Base Award
Funding Matrix FY 2026-2027

Instructions for Completing the Funding Matrix

The purpose of the Funding Matrix is to provide your total projected TB program budget for FY 2026-2027.
For each Funding Source, provide the total amount received or projected by Budget Category.

Funding Source:

1) California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) (received from the TBCB)
2) Direct Federal (received directly from the federal government for TB control activities)
3) Local (received from the local jurisdiction for tuberculosis control)
4) Other (received from sources other than above list). Note: specify funding source in the Other Funding Source Description field (J21 - J30)
(e.g., research grant, temporary funding, Medi-Cal DOT reimbursement, MAA, TCM or other).

Example:

Budget Category	1) TBCB		2) Direct Federal		3) Local		4) Other Funding Source			Total
	Amount	%	Amount	%	Amount	%	Amount	%	Source	
Personnel	$ 100,000	40	0	0	$ 100,000	40	$ 50,000	20	Medi-Cal	$ 250,000

Budget	Funding Source									Total Amount
Category	1) TBCB	TBCB %	2) Direct Federal	Direct Federal %	3) Local	Local %	4) Other Funding Source	Other Funding Source %	Other Funding Source Description	Tuberculosis Control Program Funding
Personnel	$ -	0%	$ -		$ 300,225	100%	$ -			$ 300,225
Benefits	$ -		$ -		$ -		$ -			$ -
Personnel (Non-benefit)	$ -		$ -		$ -		$ -			$ -
Travel	$ 1,053	100%	$ -	0%	$ -	0%	$ -			$ 1,053
Equipment	$ -		$ -		$ -		$ -			$ -
Supplies	$ 1,544	100%	$ -	0%	$ -	0%	$ -			$ 1,544
Anti-TB Medications	$ 354	100%	$ -	0%	$ -	0%	$ -			$ 354
Subcontracts	$ -		$ -		$ -		$ -			$ -
Other	$ 1,250	100%	$ -	0%	$ -	0%	$ -			$ 1,250
FSIE	$ 1,551	100%	$ -	0%	$ -	0%	$ -			$ 1,551
Indirect Costs	$ -		$ -		$ -		$ -			$ -
Total	**$ 5,752**	**1.88%**	**$ -**	**0.00%**	**$ 300,225**	**98.12%**	**$ -**	**0.00%**		**$ 305,977**

California Department of Public Health | Tuberculosis Control Branch

TB LOCAL ASSISTANCE SUMMARY BUDGET

LOCAL HEALTH JURISDICTION NAME:	Tehama County	
AWARD NUMBER:	26XXBASE-F	26XXBASE-S

CATEGORY AWARD FUNDING PERIOD:	FEDERAL 7/1/2026 - 12/31/2026	STATE 7/1/2026 - 6/30/2027
PERSONNEL (BENEFITED)	$ -	$ -
BENEFITS	$ -	$ -
PERSONNEL (NON-BENEFITED)	$ -	$ -
TRAVEL	$ 1,053	$ -
EQUIPMENT	$ -	$ -
SUPPLIES	$ 200	$ 1,344
ANTI-TB MEDICATION (STATE ONLY)		$ 354
SUBCONTRACTS	$ -	$ -
OTHER	$ 500	$ 750
FOOD, SHELTER, INCENTIVES, AND ENABLERS	$ 880	$ 671
INDIRECT COSTS	$ -	$ -
TOTAL	$ 2,633	$ 3,119

Below section is to be used when proposing a budget revision:

CATEGORY	FEDERAL BUDGET REVISON	STATE BUDGET REVISION
PERSONNEL (BENEFITED)	$ -	$ -
BENEFITS	$ -	$ -
PERSONNEL (NON-BENEFITED)	$ -	$ -
TRAVEL	$ -	$ -
EQUIPMENT	$ -	$ -
SUPPLIES	$ -	$ -
ANTI-TB MEDICATION (STATE ONLY)		$ -
SUBCONTRACTS	$ -	$ -
OTHER	$ -	$ -
FOOD, SHELTER, INCENTIVES, AND ENABLERS	$ -	$ -
INDIRECT COSTS	$ -	$ -
REVISED TOTAL	$ -	$ -

CERTIFICATION:
I certify the budget submitted for FY 2026-2027 will provide assistance to our local TB program to augment local support for TB prevention and control activities.

Jayme S. Bottke	Jayme S Bottke
AUTHORIZED SIGNER'S NAME	AUTHORIZED SIGNATURE
6-2-26	530-527-8491
DATE SIGNED	TELEPHONE NUMBER

This award is contingent upon the availability of funds appropriated by the State of California and the federal government. The CDPH TBCB reserves the right to reduce, amend, or withdraw funding, in whole or in part, should funding from the state or federal government be reduced, delayed, or otherwise adjusted.

Include this Summary Budget page with an authorized original signature (electronic or in wet ink) as part of the jurisdiction's submission.
Include the final Base Award Budget workbook in Excel format with the following file naming convention: **[LHJ Name]-TB_Award-Budget-26**.

TEHAMA COUNTY HEALTH SERVICES AGENCY

PUBLIC HEALTH Policy Number: 2-03-2018

DATE: May 15, 2025

TO: Public Health Staff

FROM: Minnie Sagar, MPH MPA Public Health Director

ORIGINAL DATE: 5/15/25

REVISION DATE:

TITLE: Active or Latent Tuberculosis (TB) Electronic Directly Observed Therapy

OVERVIEW: Outlines a policy and procedure for conducting electronic directly observed therapy (eDOT) at Tehama County Public Health to ensure a consistent and effective approach for eDOT.

APPLICABLE TO: Public Health Nursing Staff

POLICY: Strict adherence to active or latent tuberculosis treatment regimens is crucial in preventing drug resistant TB. To improve adherence to treatment, Tehama County Public Health may offer the client electronic directly observed therapy.

AUTHORITY: This policy is established as required by the Tuberculosis Control Branch of the California Department of Public Health (CDPH) and follows guidelines set forth in *Guidelines for Electronic Directly Observed Therapy (eDOT) Program Protocols in California*. It is intended to ensure compliance with statewide standards for tuberculosis (TB) control and the appropriate use of electronic directly observed therapy in TB treatment and monitoring. This policy will be reviewed periodically and updated as needed to reflect changes in CDPH guidelines or organizational practices.

[Rest of page intentionally left blank. Administrative Procedure page to follow on next page]

ADMINISTRATIVE PROCEDURE:

1. The nurse will determine client eligibility for eDOT based on the following:
    a. Client has successfully completed initial two weeks of in-person DOT with appropriate adherence to plan.
    b. Client is experiencing no major side effects and is tolerating the medication regimen.
    c. Client is willing to accept and follow eDOT procedures outlined in the Consent to Participate in Electronic Directly Observed Therapy form-Appendix A.
    d. Client can identify and swallow their medication independently or has a caregiver who can provide consistent assistance.
    e. Client can recognize side effects associated with TB treatment and is instructed about what to do if side effects occur.
    f. Client has good network connectivity for either cellular or internet and will be able to successfully attend eDOT appointments.
    g. Client is capable of using required equipment without help to attend eDOT appointments.
2. If client is determined to be elgibible for eDOT, a member of the nursing staff will meet in person with the client to review and sign the Consent to Participate in Electronic Directly Observed Therapy (eDOT) form-Appendix A.
3. The nurse will schedule the client's eDOT appointments as a virtual visit in Patagonia Health and provide them with their scheduled appointments dates and times, as well as information on how they will be contacted.
4. At time of eDOT appointment the nurse will:
    a. Ensure privacy of appointment.
    b. Confirm patient's identity.
    c. Ensure the client is in a well-lit area and that the client's face is clearly visible for the session.
    d. Conduct side effect assessment based on the treatment regimen being used. Side effects will be documented on the appropriate side effect screening forms and in the narrative notes for the appointment.
    e. Ensure that the patient has water readily available to help swallow their pills.

f. Ensure that the patient shows each pill and clearly states the name of the medication and the quantity being taken.
g. The nurse ensures the ingestion of medication by observation, and documents all medications taken during the eDOT appointment.
h. Confirm the date and time of the next eDOT appointment with the client.

5. If a client becomes non-adherent with eDOT, the client will be contacted and possibly returned to in-person therapy if the Health Officer believes that it is in the best interest for assuring adherence to the treatment plan.
6. After successful completion of eDOT, the patient will be provided with a treatment completion letter.
7. If at any time a member of the nursing staff experiences technical difficulties with Patagonia Health and eDOT appointments, they shall notify the Supervising Public Health Nurse for assistance.

My signature below indicates that I have approved this policy and procedure.

Timothy D. Peters, MD
Health Officer

7/11/2025
Date

Minnie Sagar
Public Health Director

7-11-25
Date

Jayme S. Bottke
Executive Director

7-9-25
Date

Reference

Local Assistance Base Award
Allocation of Personnel Matrix FY 2026-2027

Tehama

1) **Enter all LJH TB Control Program staffing positions, even if vacant, under the appropriate staffing category table below.**
2) **For staff performing more than one function, enter under the staffing category corresponding to the majority of their duties.**
3) **For positions with additional TB duties beyond their assigned staffing category's definition, list under "Additional TB Duties".**
4) **For each position, enter some portion of Full Time Equivalent (FTE) for TB Activities/Other TB Activities, and non-TB Activities (if applicable).**
5) **For staff entered under a second staffing category, cross-reference their main staffing category and do not enter FTE.**
6) **Refer to the Legend and Examples tabs for detailed information and instructions.**

TB Controller

Definition: Responsible for TB prevention and control in their jurisdiction, provides oversight of the TB program, applies public health laws for TB control, ensures required reporting, funding, and budget preparation. Please record other TB control program responsibilities in the "Additional TB Duties" column.

Last Name, First Name	Title	FTE TB Controller Activities	FTE Other TB Activites (e.g., program manager)	FTE Non-TB Activities	Total FTE	Funding Source Mark X all that apply					Additional TB Duties - beyond definition (e.g., program manager, TB clinician in clinic)	TBCB use only: Verified
						TBCB	Direct Federal	Local	Medi-Cal	Other		
Peters, Timothy	Health Officer	0.10	0.00	0.40	0.50	☐	☐	☑	☐	☐		

TB Program Manager

Definition: Provides oversight of the TB program; applies public health laws for TB control; oversees policies; oversees management and evaluation of the TB program; ensures required reporting, funding, and budget preparation. Please record other TB control program responsibilities in the "Additional TB Duties" column.

Last Name, First Name	Title	FTE TB Program Manager Activities	FTE Other TB Activites (e.g., supervising PHN)	FTE Non-TB Activities	Total FTE	Funding Source Mark X all that apply					Additional TB Duties - beyond definition (e.g., supervising PHN, epidemiologist)	TBCB use only: Verified
						TBCB	Direct Federal	Local	Medi-Cal	Other		
Burton, Kelly	Supervising Public He	0.05	0.05	0.90	1.00	☐	☐	☑	☐	☐	Supervising Public Health Nurse	Select

Nurse(s)

Definition: Public Health Nurses (PHNs), Registered Nurses (RNs), and Licensed Vocational Nurses (LVNs) that perform TB case and clinical management and perform other clinical functions. Please mark X for all nurse major TB duties and record other TB control program responsibilities in the "Additional TB Duties" column.

Last Name, First Name	Title	FTE TB Activities		FTE Non-TB Activities	Total FTE	Funding Source Mark X all that apply					Additional TB Duties - beyond definition and Major Duties (e.g., discharge coordinator, civil surgeon/B waiver outreach)	Major Duties Mark X all that apply				Site Mark X all that apply		TBCB use only: Verified
						TBCB	Direct Federal	Local	Medi-Cal	Other		Supervision	Case Management	Contact Investigation	DOT	Office/ Clinic	Field	
Burton, Kelly	Supervising Public He	0.10		0.90	1.00	☐	☐	☑	☐	☐		☑	☐	☐	☐	☑	☑	Select
Condie, Amy	Public Health Nurse II	0.20		0.80	1.00	☐	☐	☑	☐	☐		☐	☑	☑	☑	☑	☑	Select
Yingst, Emily	Registered Nurse II	0.20		0.30	0.50	☐	☐	☑	☐	☐		☐	☑	☑	☑	☑	☑	Select

Communicable Disease Investigators (CDIs)

Definition: Perform contact investigation, field investigation, patient locating; serve legal orders. Please mark X for all CDI major TB duties and record other TB control program responsibilities in the "Additional TB Duties" column.

Last Name, First Name	Title	FTE TB Activities		FTE Non-TB Activities	Total FTE	Funding Source Mark X all that apply					Additional TB Duties - beyond definition (e.g., civil surgeon/B waiver outreach)	Major Duties Mark X all that apply				Site Mark X all that apply		TBCB use only: Verified
						TBCB	Direct Federal	Local	Medi-Cal	Other		Supervision	Case Management	Contact Investigation	DOT	Office/ Clinic	Field	
		0.00		0.00	0.00	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	Select
		0.00		0.00	0.00	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	Select
		0.00		0.00	0.00	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	Select

Directly Observed Therapy (DOT) Workers

Definition: Facilitate adherence to TB treatment by performing directly observed therapy. Please mark X for all DOT Worker major TB duties and record other TB control program responsibilities in the "Additional TB Duties" column.

Last Name, First Name	Title	FTE TB Activities		FTE Non-TB Activities	Total FTE	Funding Source Mark X all that apply					Additional TB Duties - beyond definition (e.g. field phlebotomy, transportation)	Major Duties Mark X all that apply				Site Mark X all that apply		TBCB use only: Verified
						TBCB	Direct Federal	Local	Medi-Cal	Other		Supervision	Case Management	Contact Investigation	DOT	Office/ Clinic	Field	
		0.00		0.00	0.00	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	Select

		0.00		0.00	0.00	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	Select
		0.00		0.00	0.00	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	Select

Epidemiologist

Definition: Coordinates the collection and analysis of TB-related data. Please record other TB control program responsibilities in the "Additional TB Duties" column.

Last Name, First Name	Title	FTE TB Actvities	FTE other TB Activites (non-Epi)	FTE Non-TB Activities	Total FTE	Funding Source Mark X all that apply					Additional TB Duties - beyond definition (e.g., case management, contact investigation, B notification tracking, managing EDN)	TBCB use only: Verified
						TBCB	Direct Federal	Local	Medi-Cal	Other		
Patel, Yash	Epidemiologist	0.10	0.00	0.90	1.00	☐	☐	☑	☐	☐		Select

Clerical

Definition: Provides support to facilitate efficient functioning of the TB program. Please record other TB control program responsibilities in the "Additional TB Duties" column.

Last Name, First Name	Title	FTE TB Actvities		FTE Non-TB Activities	Total FTE	Funding Source Mark X all that apply					Briefly describe TB duties (e.g. supervison, data entry, interpretation)	TBCB use only: Verified
						TBCB	Direct Federal	Local	Medi-Cal	Other		
Vacant	Office Assistant III Bilingual	0.10		0.90	1.00	☐	☐	☑	☐	☐	Data entry	Select
		0.00		0.00	0.00	☐	☐	☐	☐	☐		Select
		0.00		0.00	0.00	☐	☐	☐	☐	☐		Select

Clinic Staff - not listed above

Definition: Perform activities to facilitate the efficient functioning of the TB clinic (examples may include clinic physicians, nurse practitioners, physician assistants, pharmacist, medical assistant)
Please record other TB control program responsibilities in the "Additional TB Duties" column. Clinic nurses should be entered under the "Nurse" staffing category above.

Last Name, First Name	Title	FTE TB Actvities		FTE Non-TB Activities	Total FTE	Funding Source Mark X all that apply					Additional TB Duties - beyond definition	Site Mark X all that apply		TBCB use only: Verified
						TBCB	Direct Federal	Local	Medi-Cal	Other		Office/ Clinic	Field	
Ashurst, Michelle	Public Health Nurse II	0.10		0.90	1.00	☐	☐	☑	☐	☐	TB Testing	☑	☐	Select
		0.00		0.00	0.00	☐	☐	☐	☐	☐		☐	☐	Select
		0.00		0.00	0.00	☐	☐	☐	☐	☐		☐	☐	Select

Other - not listed above

Examples may include social workers, health educators, eligibility workers, etc.
Please describe TB control program responsibilities in the "TB Duties" column.

Last Name, First Name	Title	FTE TB Actvities		FTE Non-TB Activities	Total FTE	Funding Source Mark X all that apply					TB Duties	TBCB use only: Verified
						TBCB	Direct Federal	Local	Medi-Cal	Other		
		0.00		0.00	0.00	☐	☐	☐	☐	☐		Select
		0.00		0.00	0.00	☐	☐	☐	☐	☐		Select
		0.00		0.00	0.00	☐	☐	☐	☐	☐		Select

Allocation of Personnel Matrix FY 2026-2027

The purpose of the Allocation of Personnel Matrix is to capture all positions that have responsibilities related to the LHJ's TB Control Program, including unfilled vacancies. The form has a table for each staffing category in the LHJ TB control program. Each position listed in the matrix should have some portion of Full Time Equivalent (FTE) listed under TB Activities, and any non-TB Activity FTE (if applicable). **The Allocation of Personnel Matrix benefits from being completed by the TB Program Manager or another staff with true insight into day-to-day TB duties.**

Jurisdiction

Select your jurisdiction from the dropdown menu at the top of the form.

Staffing Category	Staffing Function Definition
Staff who perform more than one TB Control Program staffing function are listed under the category that corresponds to the majority of their duties. *See Additional TB Duties below*.	
TB Controller	Responsible for TB prevention and control in their jurisdiction, provides oversight of the TB program, applies public health laws for TB control, ensures required reporting, funding, and budget preparation
TB Program Manager	Provides oversight of the TB program; applies public health laws for TB control; oversees policies; oversees management and evaluation of the TB program; ensures required reporting, funding, and budget preparation. Record other TB control duties in the "Additional TB duties" column.
Nurse	Public Health Nurses (PHNs), Registered Nurses (RNs), and Licensed Vocational Nurses (LVNs) that perform TB case and clinical management and perform other clinical functions
Communicable Disease Investigators (CDIs)	Perform contact investigation, field investigation, patient locating; serve legal orders
Directly Observed Therapy (DOT) Workers	Facilitate adherence to TB treatment by performing directly observed therapy
Epidemiologist	Coordinates the collection and analysis of TB-related data
Clerical	Provides support to facilitate efficient functioning of the TB program
Clinic Staff	Perform activities to facilitate the efficient functioning of the TB clinic (only staff not listed above)
Other Staff	Examples may include social workers, health educators, eligibility workers, etc. (only staff not listed above)

Last Name, First Name, and Title

The purpose of these fields is to define each employee assigned to TB control under the applicable staffing category, regardless of funding source. Normally, each staff member is only listed once on the personnel matrix. If a staff name is listed under a second staffing category, please do not enter FTE and cross-reference to the more detailed first staffing category entry.

% FTE TB Activities, % FTE Other TB Activities, % FTE Non-TB Activities

The purpose of these fields is to provide each employee's percent of effort devoted to TB control activities (and to non-TB control activities if applicable). Enter the number of full-time equivalents (FTE) devoted to "TB Activities," "Other TB Activities, and "Non-TB Activities". 1.0 FTE equals 100% or full-time position. For example, a PHN working full time might be assigned to the LHJ TB Program a total of 50% (.50 FTE) and .50 FTE to other communicable disease activities.

Funding Source

The purpose of this field is to identifiy all funding source(s) for each employee assigned to TB control:

TBCB	Position is funded completely or partially through funds received from the CDPH TBCB
Direct Federal	Position is funded completely or partially through funds directly received from the federal government for TB control activities. This applies to Centers for Disease Control and Prevention Cooperative Agreement recipients only.
Local	Position is funded completely or partially through funds received from the local jurisdiction for TB control.
Medi-Cal	Position is funded completely or partially through funds received from Medi-Cal. Refer to Part 3, Section 1.2B of the Tuberculosis Control Local Assistance Funds Standards and Procedures Manual for detailed instructions regarding Medi-Cal fee-for-service reimbursement.
Other	Position is funded completely or partially through funds received from sources other than the above list. If you select Other as a funding source, specify the source (for example, The California Endowment or California Department of Public Health Infrastructure Funds).

Additional TB Duties (beyond staffing function definitions above, if applicable)

The purpose of this field is to list all additional TB duties beyond the employee's assigned staffing category. For staff who perform more than one function, please enter under the category that corresponds to the majority of their duties. List any additional TB duties beyond the main staffing category's definition under "Additional TB Duties". Non-TB duties do not need to be specified. *See the examples tab for additional information*.

Briefly Describe TB Duties (for Clerical and Other staff only)

Provide general job description/duties of the staff member.

Major Duties (for Nurses, CDIs, and DOT Workers)

Major duties for nurses, CDIs, and DOT workers can differ depending on the jurisdiction. The purpose of this field is to indicate the activites that they are engaged in - supervision, case management, contact investigation, and/or DOT.

Site (for Nurses, CDIs, and DOT Workers)

Select all sites the staff member performs their TB activities (office/clinic and/or field).

CDPH Verifed	Definition
No Changes	No changes
Changes	Changes highlighted in yellow with red text

E-Contract Review
Approval as to Form

Department Name: Tehama County Health Services Agency/Public Health

Vendor Name: Tuberculosis Control Program

Contract Description: For the purpose of conducting TB preventative health service programs to assist in carrying out TB control activities designed to prevent transmission of infection and disease

APPROVED AS TO FORM:



Date: 06/04/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1038 **Agenda Date:** 6/23/2026 **Agenda #:** 11.

HEALTH SERVICES AGENCY / DRUG & ALCOHOL

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Visions of the Cross, Inc. (VOTC), for the purpose of providing residential treatment services, residential intensive outpatient treatment, and related services for the treatment of substance use disorders, with the maximum compensation not to exceed $230,000 per fiscal year, and a total maximum compensation not to exceed $690,000, effective 7/1/26 and shall terminate 6/30/29

Financial Impact:
Costs will be paid utilizing 2011 Realignment funds allocated for medically necessary services and/or Behavioral Health Services Act funds. There is no impact to the General Fund.

Background Information:
This is a renewal Agreement and if this Agreement is not authorized, Tehama County clients who are currently receiving services, and those who need to do so in the future, may find it difficult to obtain placement in another program of this type.

AGREEMENT
BETWEEN
THE COUNTY OF TEHAMA
AND
VISIONS OF THE CROSS

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Visions of the Cross, a social model residential addiction treatment facility adult males, adult women and perinatal women ("Contractor") for the purpose of providing residential treatment services, and residential intensive outpatient treatment, and related services to certain residents of Tehama County, determined by the Tehama County Health Services Agency, Drug and Alcohol, to be in need of residential services for the treatment of substance use disorders.

1. RESPONSIBILITIES OF CONTRACTOR

Drug and alcohol treatment residential services are defined for the purposes of this contract as a community-based, peer-group oriented, residential facility that provides food, shelter and certain services in a supportive non-drinking, non-drug using environment for ambulatory person(s) diagnosed with a substance use disorder. All services will be provided in accordance with Sections 11750 and 11841 of the California Health and Safety Code. The services include:

- Room and board.
- Counselor led educational and treatment group sessions oriented towards identified practical problems in social, occupational, housing, and other areas.
- Individual counseling and support.
- Liaison on behalf of client in utilizing county and private services.
- Other program services in agreement with the purposes and standards as set forth in the State guidelines.
- Administrative services as required by the same alcoholism and drug abuse State guidelines.

The Contractor shall ensure that all clients follow the Pass Request and Offsite Activity Guidelines as outlined in **Exhibit C**.

The Contractor shall ensure that all clients are exposed to various types of community support systems, including but not limited to Alcoholics Anonymous, and/or Narcotics Anonymous meetings. Mandatory attendance for all clients on a weekly basis is required. The Contractor will provide transportation to and from the meetings. The Contractor shall develop with each resident a written treatment/recovery plan within ten (10) days of admission, and a copy provided to the Tehama County Health Services Agency, Drug and Alcohol within fifteen (15) days. There shall be no unlawful use of drugs or alcohol associated with the program and/or facility. Additionally, no aspect of the program or facility shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this contract, contractor agrees that it will enforce these requirements.

No Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRSBG) funds made available through this contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

The Contractor will send to Tehama County Health Services Agency, Drug and Alcohol, upon date of discharge for each client, a summary of the client's progress in treatment that specifically addresses the items included in the treatment/recovery plan and any unresolved issues to be addressed by follow-up. All clients referred by Tehama County Health Services Agency, Drug and Alcohol will have an exit plan developed, with the assistance of the Contractor, five (5) days prior to discharge. The exit plan will have an outpatient appointment scheduled with Drug and Alcohol Division offices to ensure effective transition to the community.

Contractor shall implement a process improvement project as outlined in the Network Improvement of Addiction Treatment (NIATx) model, targeting at least one of the following four NIATx aims:

- Reduced waiting times.
- Reduced no-shows.
- Increased admissions.
- Increase continuation in treatment.

The Contractor shall submit to the Drug and Alcohol Administrator by the tenth (10th) day of the following month, a separate written status report consisting of:

- Number and names of residents at the beginning of the month.
- Names, dates, and times of admissions during the month.
- Names, dates, and times of discharges during the month for residents unsuccessfully terminated by the Contractor along with the reasons for termination.
- Names, dates, and times of successful discharges.
- Length of stay, in 24-hour days, by name, for each Tehama County resident admitted for treatment.

The monthly status report shall include a written analysis by the program outlining any problems, pertinent facts, or interim findings, which may affect the Contractor's ability to satisfactorily fulfill the terms of this agreement. Contractor will report, using the correct Tehama County code on CalOMS under Special Services Contract, clients that have been referred by Tehama County Health Services Agency, Drug and Alcohol Division.

Contractor will be evaluated by the following performance objectives:

- A minimum of 80% of all discharged residents who were in treatment at least thirty (30) days will successfully complete residential treatment.
- Successful completion will be defined as being achieved when the following criteria are met:

    1. The resident must maintain complete and continual sobriety when participating in the program.
    2. The resident must have successfully completed all required program components as verified by documentation in the resident's file.
    3. 75% of clients who complete residential treatment will continue meetings according to their aftercare program plan for a minimum of three (3) months. The aftercare program may consist of an alumni group, Tehama County Health Services Agency, Drug and Alcohol Division group, individual counseling, employment training, and/or a 12-Step Program.

The Contractor must be licensed by the State of California, Department of Health Care Services, in order to be eligible for payment by County. Without Agreement approval by the California State Department of Health Care Services, this Agreement shall be null and void in its entirety. County shall not be liable for payment of services by the Contractor for any client for whom County has not given prior approval for payment.

Any person, counselor or registrant providing intake, assessment or need for services, treatment, or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8.

The Contractor shall maintain, on a current basis, clinical records indicating the nature and extent of the services performed and fiscal records indicating the payment received under this Agreement. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. These shall be available for inspection by State, Federal, and County staff at any time. The Contractor shall submit a complete annual financial statement to the County no later than sixty (60) days after the end of the fiscal year and shall ensure that the appropriate audit trail exists by retaining all appropriate records and documents for the prescribed ten (10) years. Both parties to this Agreement agree to reply to any audit exceptions by State and Federal agencies and recognize that each is liable for its own audit exceptions. The Contractor will cooperate with County in the preparation of, and will furnish any and all information reasonably required, for reports to be prepared by County as may be required by the rules, regulations, or statutes of the State of California or the United States Government.

Effective July 1, 2022, MHPs, DMCODS/DMC counties will no longer be required to submit an annual Medi-Cal cost report. This policy change will eliminate the need for counties to collect and submit cost reports from subcontracted network providers for purposes of Medi-Cal reimbursement. However, counties may still need to collect cost information from subcontracted network providers for a variety of reasons, including, but not limited to:

- MHPs and DMC-ODS/DMC counties are required to continue to collect cost reports from network providers in compliance with DHCS cost reporting policies for services

rendered prior to the date Behavioral Health Payment Reform is implemented on July 1, 2023.

- When cost reporting is required by state or federal law.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County agrees that individuals being referred to Contractor will complete a TB test and will provide results to Contractor prior to individual's entry into treatment. Additionally, clients will present with their social security card and a California Identification card or Driver's License. County shall provide consultation and professional assistance to Contractor's staff and clients to ensure an effective recovery and community re-entry.

County reserves the right to enter the Contractor's physical location at any given time during the term of this Agreement for purposes of privately monitoring and reviewing of the client's course of treatment paid for by the County. County may at least annually, and with at least two (2) weeks' notice, perform a review of all appropriate administrative, personnel, clinical, and fiscal records, policies, and procedures to assure compliance with DHCS and Federal statutes, rules, and regulations, as well as compliance with this Agreement. The purpose of this review is to assist in meeting the County's legal obligation to monitor all service Contractors.

3. COMPENSATION

Contractor shall bill third-party payers, including, but not limited to, private insurance, Medi-Cal, Medicare, and receive an Explanation of Benefits (EOB) from the third-party payer prior to billing County. County shall be the payer of last resort. In no case shall County liability for payment exceed rates set forth in the Fee Schedule, attached hereto as **Exhibit B**.

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as **Exhibit B** after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $230,000 per year or $690,000 for the term of the Contract. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall

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

4. BILLING AND PAYMENT

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

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2026, and shall terminate June 30, 2029, 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 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. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Agreement, in whole but not in part, without the County's permission, in connection with any merger, consolidation, sale of all or substantially all of Contractor's assets or equity, or any other similar transaction; *provided, that* the assignee: (a) provides prompt written notice of such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the Contractor under the Agreement; and (c) agrees to be bound by the terms and conditions of this Agreement. The Agreement is binding on the parties hereto and their respective successors and permitted assigns.

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 by first-class mail to the following addresses:

If to County:	Tehama County Health Services Agency Attn: Executive Director PO Box 400 Red Bluff, CA 96080 (530) 527-8491
If to Contractor:	Visions of the Cross Attn: Executive Director 3648 El Portal Avenue Redding, CA 96062 (530) 722-1115

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. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The Contractor acknowledges that it is a “health care provider” for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor further acknowledges that it may not be a “covered entity” for purposes of HIPAA. However, when performing its duties under this contract, or when otherwise acting in relation to this contract, or when storing, using, or disclosing information generated or obtained by Contractor as a result of this contract, Contractor shall abide by all provisions of the HIPAA Privacy Rule and HIPAA Security Rule as if Contractor were a covered entity. The Contractor agrees to use individually identifiable healthcare information obtained from the County only for purposes of providing diagnostic or treatment services to patients.

Contractor agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful

unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident.

28. PERSONAL RIGHTS OF CLIENTS

The Contractor shall protect and ensure that all residents receive their personal rights as authorized in Title 9, Subchapter 5, section 10569.

Each resident shall have personal rights, which include, but are not limited to, the following:

1. The right to confidentiality as provided for in Title 42, sections 2.1 through 2.67-1, Code of Federal Regulations, effective August 1, 1975.
2. To be accorded dignity in personal relationships with staff and other persons.
3. To be accorded safe, healthful, and comfortable accommodations to meet his or her needs.
4. To be free from intellectual, emotional and/or physical abuse.
5. To be informed by the licensee of the provisions of law regarding complaints, including but not limited to the address and telephone number of the department.
6. To be free to attend religious services or activities of his or her choice and to have visits from a spiritual advisor provided that those services or activities do not conflict with facility program requirements. Participation in religious services will be voluntary only.

All residents shall be personally advised of, and given at admission, a copy of the rights specified in (1) through (6) above. Any violation of these rights shall be reported to the DHCS (Dept of Health Care Services), the Tehama County Health Services Agency, Drug and Alcohol Program Administrator, or in his/her absence, the Drug and Alcohol Division Director, within three (3) days by telephone and will be followed up in writing.

29. UNUSUAL OCCURRENCES

The Contractor shall report all occurrences such as epidemic outbreaks, poisoning, fires, major accidents, death from unnatural causes, or other catastrophes and unusual occurrences which

threaten the welfare, safety, or health of patients, personnel or visitors, within twenty-four (24) hours either by telephone (and confirmed in writing) or by telegraph or FAX to the local Health Officer, the State Department of Health Care Services, and the Tehama County Drug and Alcohol Program Administrator, or in his/her absence, the Drug and Alcohol Division Director. An incident report shall be retained on file by the facility for one (1) year. The Contractor shall furnish such other pertinent information related to such occurrences as the local Health Officer or the State Department of Health Care Services may require. Every fire or explosion that occurs in or on the premises shall be reported within twenty (24) hours to the local fire authority or in areas not having an organized fire service, to the State Fire Marshall.

30. CIVIL RIGHTS ACT

The Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era veteran status, political affiliation or any other non-merit factors exclude an individual from any service or other benefit provided under the program or activity set forth in this Agreement, or provide an individual any service or other benefit which is different or provided in a different form from that provided to others under the program or activity, subject an individual to segregated or separate treatment in any facility in, or in any manner or process, related to receipt of any service or benefit under the program or activity; restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity; treat an individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit under the program or activity; or deny any opportunity to participate in a program or activity as an employee. Notwithstanding the foregoing, the Contractor may deny services based on the availability of beds or to other standard admission procedures and requirements of the Contractor. Additionally, the nature of services that the Contractor provides will vary based on the treatment requirements of each individual client.

31. DRUG-FREE WORKPLACE

The Contractor and the Contractor's employees shall comply with the County's policy of

maintaining a drug-free workplace. Neither the Contractor nor the Contractor's employees shall unlawfully manufacture, distribute, dispense, possess, or use controlled substances as defined in 21 USCA 812, including but not limited to Marijuana, Heroin, Cocaine, and Amphetamines at any of the Contractor's facilities or worksites. If the Contractor or any employee of the Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a Contractor facility or worksite of which the Contractor has knowledge, the Contractor within five (5) days thereafter, shall notify the Tehama County Health Services Agency, Alcohol and Drug Program Administrator, or his/her designee, for County. Violation of this provision shall constitute a material breach of this Agreement.

32. **CODE OF CONDUCT**

Contractor shall comply with the 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.

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 healthcare 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, Deputy Director, or the Quality Assurance Manager who shall act as the Compliance Officer.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Director, Agency Assistant Executive Director, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or Contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their 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 Quality Assurance Officer any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Quality Assurance Officer 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.

33. **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.

34. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)."

35. **BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

36. **INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY**

A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

37. **MONITORING**

Contractor agrees to extend to the Tehama County Health Services Agency Substance Use Recovery Director and/or designee, the State Department of Health Care Services and/or designee, the right to review and monitor the housing facilities, applicable permits and licenses, rules, regulations and/or procedures, resident rooms, and any related documentation, at any time, in regards to residents referred to the transitional housing facility, as well as the overall operation of Contractor's residential program to ensure compliance with the terms and conditions of this Agreement.

38. **CLIENT PROGRESS REPORTS**

Contractor shall send to Tehama County Substance Use Recovery Center, monthly and/or as soon as possible upon discharge (two (2) weeks prior to a planned discharge date) a written summary of the resident's progress in the transitional housing program that specifically addresses any items highlighted in the resident's treatment / recovery plan and/or any unresolved issues and/or areas of concern. Contractor shall also provide information on residents' progress immediately when such information is requested.

39. **TRIBAL COMMUNITIES AND ORGANIZATIONS**

The Contractor shell regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

40. **NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS**

County shall establish such processes and procedures necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

41. **LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES**

None of the funds made available through the Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

42. **PERINATAL PRACTICE GUIDELINES**

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guideline," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit, until new Perinatal Practice Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

43. **YOUTH TREATMENT GUIDELINES**

The Contractor will follow the guidelines in Document 1V, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new

Youth Treatment Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

44. ADDITIONAL CONTRACT RESTRICTIONS

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

45. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

46. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

47. DEBARMENT AND SUSPENSION

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

48. **RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

49. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

A. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

C. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

50. COUNSELOR CERTIFICATION

Any counselor or registrant providing intake, assessment of need for services, treatment, or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

51. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards.

52. INTRAVENOUS DRUG USE (IVDU) TREATMENT

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

53. TUBERCULOSIS TREATMENT

County shall ensure the following related to Tuberculosis (TB):

A. Routinely make available TB services to individuals receiving treatment.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

54. MARIJUANA RESTRICTION

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

55. PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR'S ASSOCIATION OF CALIFORNIA

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

56. **ADOLESCENT BEST PRACTICES GUIDELINES**

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf.

57. **NONDISCRIMINATION IN EMPLOYMENT AND SERVICES**

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

58. **FEDERAL LAW REQUIREMENTS**

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

59. **STATE LAW REQUIREMENTS**

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

60. **ADDITIONAL CONTRACT RESTRICTIONS**

A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

61. **SUBCONTRACT PROVISIONS**

County shall include all of the foregoing Part II general provisions in all of its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.

62. **RESIDENT DEATH REPORTING REQUIREMENTS**

Substance Use Disorder (SUD) recovery or treatment facilities ("Facility") shall comply with all applicable reporting requirements in the event of a resident's death. The Facility shall submit a telephonic report to the Department of Health Care Services ("DHCS") within one (1) working day of the resident's death and a written report within seven (7) calendar days of the resident's death.

Both the telephonic and written reports shall include all information known to the Facility at the time of the reported death. At a minimum, such reports shall include: (a) a description of the event, including the time, location, and nature of the incident; (b) a list of immediate actions taken, including all persons contacted; and (c) a description of any planned follow-up actions, including, but not limited to, steps taken to prevent a future death.

63. **ADDITIONAL REPORTING REQUIREMENTS (AB 1356 – "JOHN'S LAW")**

Pursuant to Assembly Bill 1356, also known as "John's Law," and codified in Health and Safety Code section 11830.01, the Facility shall comply with the following additional requirements:

1. **Supplemental Reporting Within 30 Days**

   Within thirty (30) days of a resident's death, the Facility shall submit to DHCS any relevant information that was not known at the time of the initial report. If DHCS determines that the Facility failed to submit relevant information within this thirty (30)-day period, DHCS shall issue a written notice of deficiency to the Facility.

2. **Deficiencies Identified by DHCS**

   If, during its investigation of a resident's death, DHCS identifies any violations of Chapter 7.5 (commencing with section 11834.01) of the Health and Safety Code, or any regulations adopted thereunder, DHCS shall issue a written notice of deficiency to the Facility. Such notice shall include required corrective actions and a specified timeframe within which the Facility must respond and remedy the identified deficiencies.

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

COUNTY OF TEHAMA

Date: 6-4-26

Jayme S. Bottke, Executive Director

VISIONS OF THE CROSS

Date: 6/4/26

Steve Lucarelli, Executive Director

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

VOTC, INC.

RESIDENTIAL CONTRACT SERVICES & FEE SCHEDULE

RESIDENTIAL SUD TREATMENT SERVICES

VOTC, Inc. residential treatment services include, but are not limited to, the following:

1) **Room and board**
2) **No less than 20 hours per week of educational and peer group sessions oriented toward practical resolution of problems in social, drug, and alcohol education, character development, healthy relationships, parenting skills, anger management, communication, conflict resolution, and other areas of life skills.**
3) **Individual and group counseling and support, including individualized treatment and transition planning.**
4) **Liaison on behalf of client in utilizing county and private services.**
5) **Other program services in agreement with the purposes and standards set forth in the Sttae guidelines and Tittle 22.**
6) **Administrative services as required by the same State substance use treatment guidelines and Title 22.**

RESIDENTIAL SUD TREATMENT SERVICES FEES
& Service Locations

WOMEN (License 450020AN) — **$170.00 per day**
3640, 3642, 3644, 3646, 3650, 3652 El Portal Drive
3617 Ricardo Avenue #6, #7, 3647 Ricardo Avenue,
Redding, CA 96002

MEN (License 450020EN) — **$170.00 per day**
3590 El Portal Dr., #7, #8, #9, #10, #15, #16, & #17,
Redding, CA 96002

Tuberculosis (TB) Screening

In accordance with the requirements of Title 9, all residents must be screened for TB within six months prior to or seven days after admission to residential treatment program. Unless an individual referred to the VOTC, Inc. program arrives with an acceptable screening, it is VOTC, Inc. policy to bill the referring agency for the cost of the test. VOTC, Inc. utilizes the facilities of the Shasta County Public Health department to conduct TB screening. Their fee for this service is currently $21.00 per test.

Exhibit C

PASS REQUEST AND OFFSITE ACTIVITY GUIDELINES

A) Pass Request Time Frames and Offsite Activity Criteria

1) Tehama County Drug and Alcohol clients will only be allowed a maximum of one pass request per week for up to, but not more than, eight (8) hours per pass.
2) No twenty-four hour or weekend pass requests will be authorized by Tehama County Drug and Alcohol.
3) Tehama County Drug and Alcohol clients may not leave the residential treatment facility for walks, meetings, or any other offsite activity without the accompaniment of residential treatment staff. This does not apply to passes.

B) Information Required on Pass Request

Pass requests submitted by the residential treatment provider shall contain a minimum of the following:

1) Client's name
2) Date of pass request
3) Time and date client is requesting off
4) Reason for request (be specific, i.e. who, when, where, how, why)
5) Client's Compliance with Treatment
6) Phone number where client can be reached during pass period
7) Name and phone number of residential treatment counselor submitting request

C) Procedures for Submitting Pass Requests and Approval/Denial Notification

1) Tehama County Drug and Alcohol clients shall fill out a residential treatment facility pass request form.
2) The residential treatment provider shall submit a pass request by fax to the appropriate drug and alcohol supervisor or counselor no later than 2:00 pm on Wednesday of the week of the pass request.
3) The residential treatment provider shall submit a copy of the client's progress report with the pass request.
4) A Tehama County Drug and Alcohol counselor or supervisor will respond to residential treatment provider verbally or in writing no later than Friday of the receipt of the request indicating approval or denial of the pass request.

D) Client's Return from Pass to Residential Treatment Facility

1) The residential treatment provider shall administer a drug test to the client upon his/her return from the pass.
2) If the client does not return from his/her pass, the residential treatment provider shall notify Tehama County Drug and Alcohol immediately by phone.

EXHIBIT D

PRIVACY AND INFORMATION SECURITY PROVISIONS

This Exhibit D is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit D consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA")(PHI): and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit D consists of the following parts:

1. Exhibit D-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.

1. Exhibit D-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit D-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.

2. Exhibit D-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit D in its entirety.

EXHIBIT D-1

HIPAA Business Associate Addendum

1. Recitals.

A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (”the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department’s behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of “business associate” in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties.”

B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”), including protected health information in electronic media (“ePHI”), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit D-1 of this Agreement. This information is hereafter referred to as “Department PHI”.

C. The purpose of this Exhibit D-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit D-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit D-2) and this Exhibit D-1 shall apply.

D. The terms used in this Exhibit D-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

2. Definitions.

A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit D-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.

E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.

F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and 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, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.

H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.

I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.

J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI 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.

K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.

L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.

M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.

N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement.

A. **Permitted Uses and Disclosures of Department PHI by Contractor.** Except as otherwise indicated in this Exhibit D-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit D-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

4. Specific Use and Disclosure Provisions. Except as otherwise indicated in this Exhibit D-1, Contractor may:

1) **Use and Disclose for Management and Administration**. Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit D-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

2) **Provision of Data Aggregation Services**. Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

5. Prohibited Uses and Disclosures

1) Contractor shall not disclose Department PHI about an individual to

a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

D. **Responsibilities of Contractor**

Contractor agrees:

1) **Nondisclosure**. Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.

2) **Compliance with the HIPAA Security Rule**. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section164.316. Contractor 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 the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.

3) **Security**. Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;

b. Achieving and maintaining compliance with the HIPAA

Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and

c. 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. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

4) **Security Officer**. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.

5) **Mitigation of Harmful Effects**. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.

6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit D of which it becomes aware.

7) **Contractor's Agents and Subcontractors**.

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit D, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit D-1 into each subcontract or sub-award to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

8) **Availability of Information to the Department and Individuals to Provide Access and Information:**

a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH

Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

9) **Amendment of Department PHI**. To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.

10) **Internal Practices**. To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.

11) **Documentation of Disclosures**. To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is

reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit D-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor 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 Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, 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/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. **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, Contractor 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 Information Protection Unit.

c. **Complete Report**. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report 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 under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. 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 the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor 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. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of

unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department 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. The Department will provide its review and approval expeditiously and without unreasonable delay.

f. **Department Contact Information**. To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866-0602 Email: privacyofficer@dhcs.ca.gov Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874 Fax: (916)440-5537

13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit D-1, it shall take the following steps:

a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or

b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit D-1 and cure is not possible.

14) **Sanctions and/or Penalties**. Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

1) **Permission by Individuals for Use and Disclosure of PHI**. Provide the Contractor with any changes in, or revocation of, permission by an

Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.

2) **Notification of Restrictions**. Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.

3) **Requests Conflicting with HIPAA Rules**. Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.

4) **Notice of Privacy Practices**. Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx or the DHCS website at www.dhcs.ca.gov (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1,Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

G. Termination.

1) **Term.** The Term of this Exhibit D-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).

2) **Termination for Cause**. In accordance with 45 CFR Section

164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit D-1 by Contractor, the Department shall:

a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or

b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit D-1 and cure is not possible.

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EXHIBIT D-2

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 the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:

1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),

2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit D as Attachment B and is hereby incorporated in this Agreement.

3) Title 42 Code of Federal Regulations, Chapter I, Sub-chapter A, Part 2.

B. The purpose of this Exhibit D-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit D-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit D-1 and this Exhibit D-2 shall apply.

C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a

subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

D. The terms used in this Exhibit D-2, 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.

A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. 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 Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.

E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).

F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).

I. "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.

J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this 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 Department PI and PII by Contractor**

Except as otherwise indicated in this Exhibit D-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

B. **Responsibilities of Contractor**

Contractor agrees:

1) Nondisclosure. Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.

2) Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

of Department PI or PII other than as provided for by this Agreement. Contractor 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 Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;

b. 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. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor 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 Contractor with respect to such information.

4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit D-2.

5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit D-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.

6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.

7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).

8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Sub-chapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

   a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department 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 Department PII. (2) To notify the Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit D-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor 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 Contractor.

b. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, 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/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx .

c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

d. **Investigation 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, Contractor 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 Department Information Security Officer.

e. **Complete Report**. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report 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 the Department requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor 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. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29and as may be required under the IEA. Contractor 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. The Department will provide its review and approval expeditiously and without unreasonable delay.

g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

h. **Department Contact Information**. To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract	**DHCS Privacy Officer**	**DHCS Information Security Officer**
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: privacyofficer@dhcs.ca.gov Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

10) Designation of Individual Responsible for Security

Contractor 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 D-2 and for communicating on security matters with the Department.

EXHIBIT D-3

Miscellaneous Terms and Conditions

Applicable to Exhibit D

1) **Disclaimer**. The Department makes no warranty or representation that compliance by Contractor with this Exhibit D, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department 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 D 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 D embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:

a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or

b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

3) **Judicial or Administrative Proceedings**. Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor 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 Contractor is a party or has been joined.

DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

4) **Assistance in Litigation or Administrative Proceedings**. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

5) **No Third-Party Beneficiaries**. Nothing express or implied in the terms and conditions of this Exhibit D is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

6) **Interpretation**. The terms and conditions in this Exhibit D 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 D 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, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.

8) **Regulatory References**. A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.

9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit D-1, and Section 3, Item B of Exhibit D-2, Responsibilities of Contractor, 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, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit D. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit D. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit D.

12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E 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 D.

13) **Term.** The Term of this Exhibit D-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.

14) **Effect of Termination**. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department 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 Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Attachment A
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 Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor'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 Department 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 Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.

D. **Background Check**. Before a member of the workforce may access Department 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. The Contractor 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 Department 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 Department Information Security Office.

B. **Server Security**. Servers containing unencrypted Department 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 Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

D. **Removable media devices**. All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

E. **Antivirus software**. All workstations, laptops and other systems that process and/or store Department 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 Department 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 Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

1) Upper case letters (A-Z)
2) Lower case letters (a-z)
3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

H. **Data Destruction**. When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department 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 Department Information Security Office.

I. **System Timeout**. The system providing access to Department 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 Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

K. **System Logging**. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department 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 Department 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 Department 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 Department 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 Department PHI can be encrypted. This requirement pertains to any type of Department 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 Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and revention solution.

3. Audit Controls

A. **System Security Review**. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department 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 Department 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 Department 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**. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department 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**. Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

5. Paper Document Controls

A. **Supervision of Data**. Department 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. Department 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 Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction**. Department 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 Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractors locations.

E. **Faxing**. Faxes containing Department 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 Department 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 Department 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 the Department to use another method is obtained.

E-Contract Review
Approval as to Form

Department Name: Tehama County Health Services Agency

Vendor Name: Visions of the Cross

Contract Description: For the purpose of providing residential treatment services, and residential intensive outpatient treatment, and related services

APPROVED AS TO FORM:



Date: 06/03/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1080 **Agenda Date:** 6/23/2026 **Agenda #:** 12.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Housing Tools for the purpose of assisting with the Permanent Local Housing Allocation (PLHA) grant administration for Tehama County and the Cities of Red Bluff and Tehama, as well as assistance with the Homeless Housing Assistance and Prevention (HHAP) program, with a maximum compensation not to exceed $120,940, effective 7/1/26 through 6/30/29

Financial Impact:
Funding for this program is from the 2022 Permanent Local Housing Allocation (PLHA) dollars which allowed 5% to be allocated for administrative costs and Homeless Housing Assistance and Prevention (HHAP) grant dollars. Budget Unit is 40131 for Mental Health. There is no impact to the General Fund.

Background Information:
This is a renewal Agreement with Housing Tools to continue assisting Tehama County Health Services Agency (TCHSA) in consulting services centered around Permanent Housing Allocation (PLHA) and Homeless Housing Assistance and Prevention (HHAP) programs. These programs were established by the State of California to provide grant allocations to address homelessness and/or affordable housing needs in the State. Housing Tools' services include taking the lead in submitting necessary applications, monitoring, preparing and maintaining the tracking system for formula funds for the County and Cities, supporting documentation, coordination between the County, Cities and Continuum of Care, preparing materials, project management, and general technical assistance.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND HOUSING TOOLS

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Housing Tools LLC ("Contractor") for the purpose of assisting with Permanent Local Housing Allocation (PLHA) grant administration for Tehama County and the Cities of Red Bluff and Tehama.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall perform the tasks as outlined in Exhibit B. Each outlined task includes a scope of work, schedule, and proposed budget.

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 B after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $120,940.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

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 July 1, 2026 of signing and shall terminate June 30, 2029 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:	Housing Tools 3400 Cottage Way Suite F Sacramento, CA 95825 (916) 692-8544

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

19. NON-EXCLUSIVE AGREEMENT

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

20. STANDARDS OF THE PROFESSION

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

21. LICENSING OR ACCREDITATION

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

22. RESOLUTION OF AMBIGUITIES

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

23. NO THIRD-PARTY BENEFICIARIES

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

24. HAZARDOUS MATERIALS

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

25. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or

condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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

27. EXHIBITS

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

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

COUNTY OF TEHAMA

Date: 6/10/26

Michelle D Schmidt

Michelle Schmidt, Interim Executive Director

HOUSING TOOLS LLC

Date: 6/10/26

James Coles, Owner and Sole Member

Contractor Number

Vendor Number

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.

Exhibit B

HousingTools
3400 Cottage Way, Suite F, Sacramento, CA 95825
(916) 692-8544 | housing-tools.com

April 17, 2026

Jayme S. Bottke
Executive Director
Tehama County Health Services Agency
P.O. Box 400
Red Bluff, CA 96080

RE: Proposal for Fiscal Years 2026-27, 2027-28, and 2028-29 Scope of Services

Dear Ms. Bottke,

This letter outlines a proposed scope of housing and community development services centered on the formula Permanent Local Housing Allocation (PLHA) Program. The proposed scope of services was informed by the Feb-March 2026 meetings between you and Jess Hinchcliff of Housing Tools. We appreciate the opportunity to continue working with you.

Purpose of the Proposal
Housing Tools ("Consultant") presents the following proposal to Tehama County ("Client"). The Client's Health Services Agency Executive Director has requested that Housing Tools submit a proposal for PLHA services for the multi-year period of 2026-2029 ("Services").

Scope of Services and Schedule
Consultant will provide the following services as described below relating to PLHA. This is a program administered by the California State Department of Housing and Community Development (HCD). Services are grouped into the activities listed below.

- **Activity 1**: PLHA Formula Funds
- **Activity 2**: PLHA Request for Proposals
- **Activity 3**: Coordination and General Technical Assistance

Below is an itemized listing of proposed tasks. Each task includes scope of work, schedule, and proposed budget. *Each task will be billed hourly, not to exceed the amount shown in the budget column*. You may choose to incorporate some or all of these tasks into a contract for PLHA services with Housing Tools.

Activity/Task	Scope of Work	Schedule	Proposed Budget	Carryover Budget from 2023-26 Scope
Activity 1: Permanent Local Housing Allocation (PLHA) Formula Funds				
Task 1.1: Annual Progress Reports (APRs)	Housing Tools takes the lead on preparing up to four (4) Annual Progress Reports (APRs) for the County and the Cities of Corning, Red Bluff, and Tehama, and any amendments requested by HCD. The County review and sign the APRs. Either the County or Housing Tools may submit the APRs to the State.	Annually, June 1st to July 31st in 2026, 2027, 2028, and 2029.	$16,500 (110 hours – about 7 hours per APR per year for four years)	$0
Task 1.2: Annual Streamlined Applications	Housing Tools takes the lead on preparing up to four (4) Annual Streamlined Applications (ASAs) for the County and the Cities, and any amendments requested by HCD. The County will review, sign, and submit the ASAs to HCD and copy Housing Tools on the correspondence.	Annually in 2027, 2028, and 2029 depending on NOFA schedule	$3,600 (24 hours – two hours per ASA per year for three years)	$512
Task 1.3: 2nd 5-Year Cycle of Formula Funds	Housing Tools takes the lead on preparing the Plans/Applications for the 2nd 5-year cycle of formula funds. This is up to four (4) applications for the County and the Cities (including the City of Corning). Housing Tools will project manage, prepare materials, and help submit applications. Materials include Legally Binding Agreements, Plan/Application forms, resolutions, public notices, staff reports, presentations, and supporting documentation. The County provides assistance as needed as the administrative entity, including reviewing all materials,	July 1st to December 31st in 2026, depending on NOFA schedule	$12,600 (84 hours total for up to four applications)	$12,600

	coordinating governing body meeting materials, and submitting applications.			
Task 1.4: Requests for Funds and Supporting Documentation	Housing Tools takes the lead on Requests for Funds and Supporting Documentation for the County and the Cities, including coordination, preparing materials, project management, etc. The County reviews items and provides assistance as needed as the administrative entity.	Ongoing July 1, 2026 to June 30, 2029	$10,500 (70 hours)	$6,571
Task 1.5: Monitoring of Subgrantee Projects	Housing Tools takes the lead on monitoring up to two subgrantee projects once during the grant period as required by the Standard Agreement. This includes coordination/correspondence, preparing materials, and conducting onsite visits in Tehama County. The County reviews items and provides assistance as needed as the administrative entity. Monitoring will include, but may not be limited to, navigation center operations and supportive/case management services.	July to December 2026 and July to December 2028	$10,500 (70 hours - 35 hours per project)	$4,203
Task 1.6: Project Files Documentation	Housing Tools takes the lead on Project Files Documentation for the County and Cities including coordination, preparing materials, organizing files, etc. The County reviews items and provides assistance as needed as the administrative entity.	Ongoing July 1, 2026 to June 30, 2029	$9,750 (65 hours – about 22 hours per year for three years)	$3,147
Task 1.7: Preparing and Maintaining the Formula Funds Tracking System	Housing Tools takes the lead on Preparing and Maintaining the Tracking System for Formula Funds for the County and Cities. The County	Ongoing July 1, 2026 to June 30, 2029	$5,400	$1,492

	reviews and provides assistance as needed as the administrative entity.		(36 hours – 12 per year for three years)	
Task 1.8: Correspondence and Coordination	Housing Tools assists with correspondence and coordination with HCD, Cities, CoC, and service providers, as well as additional tasks as directed by the County that are not reflected in Tasks 1.1-1.7. This may include attending HCD PLHA office hours/webinars and reviewing Standard Agreements/Amendments.	Ongoing July 1, 2026 to June 30, 2029	$11,250 (75 hours – 25 per year for three years)	$910 in addition to $7,418 carried over from Task 1.9 Corning Remaining Five-Year Cycle Delegation & Application, as this task was not carried out per County direction
Task 1.9: Transmittal of PLHA Files	Housing Tools will gather, organize, and transmit copies of their PLHA files to the County via a flash drive or Dropbox folder, depending on the County's preference. Housing Tools will then meet with the County over Zoom to review the files and answer any questions the County has. This task will assist the County in building capacity to administer the PLHA program. The files may include, but not be limited to: Applications, Award Letters, Standard Agreements/Amendments, Project Files, Requests for Funds, Supporting Documentation, Requests for Proposals, and Annual Progress Reports.	January to June 2027	$1,120 (about seven hours)	$1,120
Activity 1 Total			**$81,220**	**$37,973**

			($43,247 net due to carry over from 2023-26 budget)	
Activity 2: PLHA Request for Proposals				
Task 2.1: Draft Request for Proposal (RFP) & Grant Agreement	Housing Tools will prepare the RFP and grant agreement documents using templates to be responsive to PLHA guidelines and the County's 5-year plan. The County will review the RFP and grant agreement with relevant county departments and provide feedback.	July 2026 – June 2029 (exact timing to be determined by County)	$6,000 (40 hours)	$1,034
Task 2.2: Revise and Publish RFP & Grant Agreement	Housing Tools makes revisions based on County comments. The County assists in publishing the RFP with the grant agreement as an attachment. Housing Tools compiles a list of potential respondents and emails the RFP to the list.	July 2026 – June 2029 (exact timing to be determined by County)	$1,650 (11 hours)	$0
Task 2.3 Administer RFP	Housing Tools administers the RFP, coordinating Q&A materials and the review and ranking committee process. Housing Tools participates in the evaluation of proposals and conducts interviews if deemed appropriate by the County. The County assists in publishing the Q&A materials and participates in the review and ranking committee. The RFP should be open for at least six weeks.	July 2026 – June 2029 (exact timing to be determined by County)	$5,250 (35 hours)	$0
Task 2.4: Present Recommended Service Provider(s) to Board of Supervisors	Housing Tools prepares materials in collaboration with the County to be presented to the Board of Supervisors regarding the RFP process and the recommended service	July 2026 – June 2029 (exact timing to be determined by County)	$2,500 (16 hours + travel)	$0

	provider(s). Housing Tools participates in the in-person Board presentation.			
Task 2.5: Kickoff Meeting with Service Provider(s)	Housing Tools coordinates an in-person kickoff meeting with the chosen service provider(s) and the County. The meeting will provide a venue to discuss next steps and the PLHA requirements of all parties.	July 2026 – June 2029 (exact timing to be determined by County)	$1,900 (12 hours + travel)	$0
Task 2.6: Grant Agreement Amendment	Housing Tools will lead the process to amend the existing grant agreement between the County and the chosen service provider, to include additional PLHA formula funds. This task is contingent upon the County's 5-year plan, award letter and standard agreement from the State.	July 2026 – June 2029 (exact timing to be determined by County)	$1,120 (about seven hours)	$1,120
Task 2.7: Annual County-Provider Coordination Meetings	Housing Tools will organize and facilitate an annual in-person coordination meeting between the County and the chosen service provider, as outlined in the PLHA grant agreement. Meeting topics may include, but not be limited to, expenditure of funds, fulfillment of grant agreement requirements, project outcomes, information for PLHA Annual Progress Reports, and emerging project issues. This task covers up to three meetings.	July 2026 – June 2029 (exact timing to be determined by County)	$4,800 (30 hours + travel)	$1,975
Activity 2 Total			**$23,220** ***($19,091 net due to carry over from 2023-26 budget)***	**$4,129**

Activity 3: Coordination and General Technical Assistance				
Task 3.1: Monthly Coordination Meetings	Housing Tools will facilitate monthly coordination meetings with the County. Housing Tools will set up meetings using Zoom, prepare agendas, take notes, and coordinate follow-up items. The County will attend the meetings and work on follow-up items.	Ongoing July 1, 2026 to June 30, 2029	$12,000 (80 hours – about 26 hours per year for three years)	$5,071
Task 3.2: General Technical Assistance & Training	Conduct work outside of other proposed tasks as requested by County due to changing circumstances or unanticipated needs.	Ongoing July 1, 2026 to June 30, 2029	$4,500 (30 hours – about 10 per year for three years)	$1,253
Activity 3 Total			**$16,500** ***($10,176 net due to carry over from 2023-26 budget)***	**$6,324**
OVERALL TOTAL			**$120,940** ***($72,514 net due to carry over from 2023-26 budget)***	**$48,426**

Consultant Expertise

Our first-hand experience working in the public sector provides us with an intimate understanding of local government context, challenges, and opportunities. The foundation of our work in this arena is inclusive, transparent, and constructive community outreach. Whether our efforts are homeless initiatives, housing plans, fund development, or policy analysis and evaluation, we are eager to help you make your community more vibrant and equitable. We guide community planning processes that incorporate comprehensive community outreach and build on community strengths. Our planning work has included Housing Elements, HUD Consolidated Plans, Regional Homeless Plans, and Permanent Local Housing Allocation (PLHA) Plans. We provide comprehensive PLHA grant administration and technical assistance services.

Insurance

Consultant maintains liability insurance that covers the firm's employees in executing its normal business activities. The amount of coverage is $1 million per occurrence and $2 million in aggregate. Consultant also maintains auto insurance at $1 million per occurrence and workers compensation insurance at $1 million per occurrence. Consultant may provide Client with an insurance certificate naming the Client as Additional Insured at Client's request.

Project Staffing

The budget is based on the following hourly rates, travel, and printing costs, which are current as of April 2026. The budget includes hourly rates, travel reimbursement, printing costs, and course of business costs such as leases, insurance, equipment, training, utilities, taxes, etc. These rates are subject to increase during the term of the contract on an annual basis.

Cost	Rate
Principal	$170/hour
Community Development Director	$170/hour
Senior Project Manager	$150/hour
Project Manager	$130/hour
Assistant Project Manager	$120/hour
Labor Compliance Specialist	$120/hour
Administrative	$105/hour
Travel Reimbursement	$0.725/mile
Printing and Media Reimbursement	100% of cost

Below is a summary of the not-to-exceed amount for the services described above for Tehama County for the 2026-2029 fiscal years.

Tehama County Contract Amount	
Activity 1	$81,220
Activity 2	$23,220
Activity 3	$16,500
Total	**$120,940**

Thank you for your interest in our firm's PLHA and housing and community development services. Please do not hesitate to let me know of any questions you may have at jcoles@housing-tools.com or (530) 513-3116.

Sincerely,



James Coles
Principal

CC:
Rosa Cumpston, Assistant Executive Director – Administration,
Tehama County Health Services Agency

Melissa Field, Compliance Officer,
Tehama County Health Services Agency

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Housing Tools LLC

Contract Description: For the purpose of assisting with Permanent Local Housing Allocation (PLHA) grant administration.

APPROVED AS TO FORM:



Date: 06/09/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1081 **Agenda Date:** 6/23/2026 **Agenda #:** 13.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Beth Jones for the provision of patients' rights advocacy and consulting services, with the maximum compensation payable not to exceed $120,000, effective 7/1/26 and shall terminate 6/30/28 *(Subject to receipt of required insurance documentation)*

Financial Impact:
Budget Unit is 40131 for Mental Health. Costs of services will be paid for with Mental Health realignment funds and/or Mental Health Services Act funds. There is no impact to the General Fund.

Background Information:
This is a renewal Agreement with Beth Jones for the purpose of providing patients' rights advocacy for Tehama County Clients receiving Mental Health services. Scope of Work includes monitoring of mental health facilities, services and programs of the County for compliance with statutory and regulatory patients' rights provisions, as well as representation for involuntarily detained mental health service recipients at W&I Code 5250 hearings and Reise Hearings.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND BETH JONES

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Beth Jones ("Contractor") for the purpose of providing patients' rights advocacy ensuring patients receiving mental health services are afforded their statutory and constitutional rights as requested by the County. Contractor shall also provide consulting services and provide ancillary services to various agencies in the county or otherwise to ensure continuum of care and interagency collaboration.

1. RESPONSIBILITIES OF CONTRACTOR

Upon request of County, Contractor shall:

A. Assist the County on an as needed basis to monitor mental health facilities, services and programs of the County for compliance with statutory and regulatory patients' rights provisions.
B. Ensure that recipients of mental health services are notified of their rights.
C. Represent involuntarily detained mental health service recipients at W&I Code 5250 hearings and Reise Hearings.
D. Interview and counsel mental health service recipients on an as needed basis.
E. Receive and investigate grievances from those residing in licensed health or community care facilities regarding abuse, unreasonable denial or punitive withholding of rights guaranteed under the provisions of Division 5 of the California Welfare and Institutions Code.
F. Report violations of rights directly to the California Department of Health Care Services.
G. Provide training and education on mental health laws and patients' rights to mental health providers.
H. Exchange information and cooperate with the California Patients' Rights Office.
I. Provide a confidential space when utilizing remote technology in the performance of duties herein.
J. Not incur any financial obligation on behalf of County.
K. Provide consulting and ancillary QM & QI services.
L. Assist with implementation and hearings for AB2275.

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 at the rate of $125.00 per hour after satisfactorily completing the duties described in this Agreement. The total compensation payable under this Agreement shall not exceed $60,000 per fiscal year, further defined as July 1, 2026 through June 30, 2027 and July 1, 2027 through June 30, 2028. The Maximum Compensation payable under this Agreement shall not exceed $120,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

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 July 1, 2026, and shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

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

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. 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: Beth Jones
1524 La Linda Lane
Chico, CA 95926
(530) 228-0969

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. RETURN OF RECORDS

Upon termination of this Agreement, Contractor shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Contractor's possession or under Contractor's control and that are County's property or relate to County's business.

28. 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.

29. CULTURAL COMPETENCY

Contractor shall insure 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 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 their 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.

30. 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. TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT - All TCHSA employees and contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA.
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA**;**
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction.
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business.
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA.
- Shall disclose to their 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.

31. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) CONFIDENTIALITY

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all client, employee, or County information with which the Contractor may come into incidental contact in the process of performing its contracted services. Except as solely required to perform the contracted services hereunder, the Contractor shall not read, retain, copy, use, or disclose this information in any manner for any purpose. Violation of the confidentiality of client, employee, or County information may, at the option of the County, be considered a material breach of this Agreement.

32. 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.

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

COUNTY OF TEHAMA

Date: 6/9/26

Michelle D. Schmidt

Michelle Schmidt, Interim Executive Director

BETH JONES

Date: 06/04/2026

Beth Jones

126211
Vendor Number

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.

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Beth Jones

Contract Description: For the purpose of providing patients' rights advocacy

APPROVED AS TO FORM:



Date: 06/03/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1082 **Agenda Date:** 6/23/2026 **Agenda #:** 14.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign Amendment No. 1 to Misc. Agreement 2024-196 with Casa Serenity, LLC for the purpose of providing licensed residential care services to certain mentally ill adult residents of Tehama County, thereby amending Exhibit C to update the rates for Fiscal Year 26/27, with the total maximum compensation not to exceed $1,500,000, effective 7/1/24 and shall terminate 6/30/27

Financial Impact:
Costs of services will be paid for with Mental Health realignment funds and/or Mental Health Services Act dollars allocated for medically necessary services. Budget Unit is 40131 for Mental Health. There is no impact to the General Fund.

Background Information:
This is Amendment No.1 to Misc. Agreement 2024-196, which was reviewed and approved by the Board of Supervisors on 6/25/24, to provide residential care services to residents of Tehama County. This Agreement allows the Department to place clients in a residential care facility which is located here in Tehama County. These board and care services are a necessary step in returning clients from higher placement levels. Amendment No.1 updates Exhibit C to include rates for Fiscal Year 26/27. There is no change to the compensation amount or term of the Agreement.

If this Amendment is not approved, the Department will need to find another comparable facility to place clients, which could result in lengthy negotiations. This could cause disruption and delays in services, as well as clients being placed at greater distances from family.

AMENDMENT #1

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CASA SERENITY, LLC

This Amendment to Agreement Number 2024-196, dated June 20, 2024, by and between the County of Tehama, through its Health Services Agency (County) and Casa Serenity, LLC (Contractor) for the provision of providing licensed, residential care services to certain mentally ill adult residents of Tehama County, shall be amended as follows:

Exhibit C shall be replaced in its entirety to update the rates effective 7/1/26 for Fiscal Year 2026/2027, as set forth on page 2 of this amendment.

It is mutually agreed that all other terms and conditions of Agreement Number 2024-196 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: 6/9/26

Michelle D. Schmidt

Michelle Schmidt, Interim Executive Director

CASA SERENITY, LLC

Date: 6-6-26

Melissa Pritchard, Owner

111731
Vendor Number

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

Exhibit C

FEE SCHEDULE

Casa Serenity – 100 Orchard Way

Contractor shall be paid at the rate of $75.00 per day for adult residential care services (known as the patch rate). Services will be paid at the above referenced rate only while the client is physically present at the facility and receiving service benefits as described in Section 1.

Casa Serenity #2 – 810 Rio Street

Contractor shall be paid at the rate of $105.00 per day for adult residential care services (known as the patch rate). Services will be paid at the above referenced rate only while the client is physically present at the facility and receiving service benefits as described in Section 1.

Board and care shall not be the responsibility of Tehama County under this agreement and shall not be billed under this agreement.

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Casa Serenity, LLC

Contract Description: For the purpose of providing licensed, residential care services

APPROVED AS TO FORM:



Date: 06/03/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CASA SERENITY, LLC

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Casa Serenity, LLC ("Contractor") for the purpose of providing licensed, residential care services to certain mentally ill adult residents of Tehama County determined by County's Behavioral Health Division, to be in need of such services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide long-term residential care services to clients referred by County. These services shall be provided at Contractor's Casa Serenity facility located at 100 Orchard Way, Red Bluff, California and Casa Serenity #2 located at 810 Rio Street, Red Bluff, California. Services shall include, but not be limited to, supportive services that are provided in addition to the basic care and supervision required for licensure according to the Scope of Work described in Exhibit B, attached hereto and incorporated by reference. County contact person regarding client supervision shall be the Mental Health Director or designee. Contractor shall provide only those services for which a written authorization from the County has been received. Services provided without prior written authorization from the County will be the responsibility of the Contractor and will not be reimbursed by the County.

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 the Agreement. The Annual Compensation payable under this Agreement shall not exceed $500,000 during any fiscal year further defined as July 1, 2024 through June 30, 2025; July 1, 2025 through June 30, 2026 and July 1, 2026 through June 30, 2027. The Maximum Compensation payable under this Agreement shall not exceed $1,500,000. 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.

Board and care shall not be the responsibility of Tehama County under this agreement and shall not be billed under this agreement.

4. BILLING AND PAYMENT

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

5. TERM OF AGREEMENT

This agreement shall commence July 1, 2024, 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:	Case Serenity, LLC Attn: Administrator 100 Orchard Way Red Bluff, CA 96080 PH: (530) 514-8662

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. FINANCIAL RELATIONSHIPS

Contractor shall maintain statistical records in the manner provided by the State Health and Welfare Agency and make such records available to County as required by the Mental Health Director and the California Department of Health Care Services.

Contractor shall maintain accurate accounting records of its costs and operating expenses. Such records of costs and expenditures shall be maintained for at least ten (10) years, or until audit findings are resolved, and shall be open to inspection by the Health Services Agency Director, or designee, the State Controller, and the State Director of Health Care Services or designees. Contractor shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code, Section 8546.7).

27. REPORTING

Contractor agrees to provide County with reports that may be required by State or Federal agencies for compliance with this Agreement. Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.

28. DOCUMENTS AND RECORDS

A. Upon written request, Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.

B. If the California Department of Health Care Services, Center for Medicare and Medicaid Services (CMS), or Office of the Inspector General of the US Department of Health and Human Services determines there is a reasonable

possibility of fraud or similar risk, the State, SMC or HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

C. Contractor shall preserve all records relating to the services provided pursuant to this agreement until at least ten years from the final date of the contract period or ten years from the date of completion of any audit, whichever is later.

D. At the end of the period required for record retention, Contractor shall destroy all records made pursuant to this agreement in accordance with the California Code of Regulations, the California Welfare and Institutions Code, and Contractor's State licensing requirements.

E. Contractor shall document compliance with all contractual requirements. Such documentation shall be provided to County upon request.

29. MONITORING

Contractor agrees to extend to the Mental Health Director or designees, the right to review and monitor records pertaining to client progress in, and provision and quality of the following activities:

A. Facility program development and implementation as related to the goals and objectives identified in the clients' Individual Service Plan.

B. Supportive and Supervisory Services designed to provide for basic living and care needs, as well as services designed to augment these basic needs.

C. The Contractor agrees to meet with the Mental Health Director or designee a minimum of one time per month, or if necessary more frequently, on a mutually agreed upon schedule for the purpose of assessing the clients' progress and needs as related to the implementation of the clients' Individual Service Plan.

30. CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential and Contractor shall comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to section 5328 of the Welfare and Institutions Code, and Title 45, Code of Federal Regulations, including all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

31. PERSONNEL

Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations required for the type of services described in Section 1. All Contractor's personnel (including independent contractors) shall have the appropriate current State licensure required for their given profession.

32. 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.

33. 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. TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT - All TCHSA employees and contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA.

- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction.
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business.
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA.
- Shall disclose to their 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.

34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT-HIPAA

Contractor acknowledges that it is a "health care provider" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor further acknowledges that it may not be a "covered entity" for purposes of HIPAA. However, when performing its duties under this contract, or when otherwise acting in relation to this contract, or when storing, using, or disclosing information generated or obtained by Contractor as a result of this contract, Contractor shall abide by all provisions of the HIPAA Privacy Rule and HIPAA Security Rule as if Contractor were a covered entity. The Contractor agrees to use individually identifiable healthcare information obtained from the County only for purposes of providing diagnostic or treatment services to patients.

Contractor agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident.

35. PERSONAL RIGHTS OF CLIENTS

The Contractor shall protect and ensure that all residents receive their personal rights as authorized in Title 9, Subchapter 5, section 10569.

Each resident shall have personal rights, which include, but are not limited to, the following:

1. The right to confidentiality as provided for in Title 42, sections 2.1 through 2.67-1, Code of Federal Regulations, effective August 1, 1975.
2. To be accorded dignity in personal relationships with staff and other persons.
3. To be accorded safe, healthful, and comfortable accommodations to meet his or her needs.
4. To be free from intellectual, emotional and/or physical abuse.
5. To be informed by the licensee of the provisions of law regarding complaints, including but not

limited to the address and telephone number of the department.

6. To be free to attend religious services or activities of his or her choice and to have visits from a spiritual advisor provided that those services or activities do not conflict with facility program requirements. Participation in religious services will be voluntary only.

All residents shall be personally advised of, and given at admission, a copy of the rights specified in (1) through (6) above. Any violation of these rights shall be reported to the Tehama County Health Services Agency, Behavioral Health Division Director, within three (3) days by telephone and will be followed-up in writing.

36. COMPLIANCE AND PROGRAM INTEGRITY

Contractor shall comply with all contractual provisions pursuant to Exhibit D, "COMPLIANCE AND PROGRAM INTEGRITY," attached hereto and incorporated by reference.

37. COUNTY OF RESIDENCE

Contractor shall not allow other Counties to take action to change a client's county of residence for Medi-Cal purposes to Tehama County at any time during a client's stay at Contractor's facility. It is acknowledged by Contractor that individuals referred under any agreement may retain various civil rights as determined by the court having jurisdiction and that other Counties may not have the legal capacity to determine residency for Medi-Cal purposes in every instance.

38. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)."

39. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that

takes place in connection with obtaining any Federal award.

40. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

41. 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.

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

COUNTY OF TEHAMA

Date: 6-20-24

Jayme S. Bottke, Executive Director

CASA SERENITY, LLC, a California Limited Liability Company

Date: 6-5-24

Melissa Pritchard, Owner

111731
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

FACILITY PROGRAM / SCOPE OF WORK

Casa Serenity is an Adult Residential Care Facility serving Mental Health residents. Casa Serenity is located on 12 acres in a quiet country setting, yet still close to town and amenities. The facility has six bedrooms designed to serve 12 ambulatory residents in semi-private rooms and a backyard with a fully enclosed, locked pool house showcasing an Olympic size pool and spa.

Casa Serenity's basis services are as follows:

(1) Basis meal service (three nutritious meals per day, physician prescribed diets and a minimum of three snacks)
(2) Laundry service
(3) Cleaning service
(4) Weekly linen changes (more frequent if necessary)
(5) Transportation
(6) Planned facility – and community-based recreational activities
(7) Assistance with activities of daily living
(8) Observation, supervision, and care of resident
(9) Bedside care for a maximum of five days for minor illnesses (colds or flu)
(10) Assistance with self-administered medication
(11) Hygiene items of general use
(12) Monitoring and appropriate reporting of resident's needs and conditions
(13) Arrangement of and transportation to medical and dental appointments
(14) Special and modified diets as required by physician
(15) Telephone service – will provide special communications equipment as required by residents
(16) Cable/satellite television
(17) Internet service
(18) Working hay farm
(19) Recycling program
(20) Ag education – will have live animals for residents to help take care of

(21) Money management

(22) Bowling (Tuesday nights) on league

(23) Trip to Old Town, Sacramento (one time every three months)

(24) Trip to Six Flags Great America trip (May)

(25) Shopping

Exhibit C

FEE SCHEDULE

Casa Serenity – 100 Orchard Way

Contractor shall be paid at the rate of $73.00 per day for adult residential care services (known as the patch rate). Services will be paid at the above referenced rate only while the client is physically present at the facility and receiving service benefits as described in Section 1.

Casa Serenity #2 – 810 Rio Street

Contractor shall be paid at the rate of $103.00 per day for adult residential care services (known as the patch rate). Services will be paid at the above referenced rate only while the client is physically present at the facility and receiving service benefits as described in Section 1.

Board and care shall not be the responsibility of Tehama County under this agreement and shall not be billed under this agreement.

Exhibit D

COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

A. The Social Security Administration's Death Master File
B. The National Plan and Provider Enumeration System (NPPES)
C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
D. The System for Award Management (SAM)
E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or

C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty five (35) days after any change in Contractor ownership:

A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
B. Date of birth and Social Security Number (in the case of an individual);
C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
    (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
    (2) Any Medicare intermediary or carrier; and
    (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
    (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty five (35) days, upon request. The following must be disclosed:

A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than $25,000 during the 12-month period ending on the date of request; and
B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

(A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]

(B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. § 455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

Exhibit D is three pages

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Casa Serenity

Contract Description: For the purpose of providing licensed, residential care services for mental health clients

APPROVED AS TO FORM: Date: 06/07/2024



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

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

Tehama County

Minutes Certification

File Number: 24-903 **Enactment Number: MISC. AGR 2024-196**

HEALTH SERVICES AGENCY / MENTAL HEALTH

a) AGREEMENT - Approval and authorization for the Executive Director to sign the agreement with Casa Serenity, LLC for the purpose of providing licensed residential care services to certain mentally ill adult residents of Tehama County for rates set forth in Exhibit "C" with the annual compensation not to exceed $500,000 each fiscal year with the total maximum compensation not to exceed $1,500,000, effective 7/1/24 and shall terminate 6/30/27.
Enactment No: MISC. AGR 2024-196

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Matt Hansen
SECONDER:	William Moule
AYES:	Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 6/25/2024.

Attest: Jennifer Vise **July 02, 2024**
Date Certified

Tehama County

Agenda Request Form

File #: 26-1083 **Agenda Date:** 6/23/2026 **Agenda #:** 15.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with The Sail House, Inc. for the purpose of providing licensed long-term residential care services to certain mentally ill adults with total maximum compensation not to exceed $575,000, effective 7/1/26 and shall terminate 6/30/28

Financial Impact:
Services will be paid for with Mental Health realignment and/or Mental Health Services Act (MHSA) funds allocated for medically necessary services. Budget Unit is 40131 for Mental Health. There is no impact to the General Fund.

Background Information:
This is a renewal Agreement with the vendor. Placement is difficult for clients who need long-term residential care services. This Agreement will allow for the use of appropriate level facilities by Tehama County Mental Health clients. If this Agreement is not approved, clients who could be served by this facility would not be able to be placed locally and the Department would need to find another comparable facility to place clients. This not only could result in clients being placed further from home but also cause a disruption and delay in placement for clients that are deemed appropriate for this level of care.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND THE SAIL HOUSE, INC.

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and The Sail House, Inc., a California corporation ("Contractor") for the purpose of providing licensed, long term residential care services to certain mentally ill adult residents of Tehama County, determined by County's Mental Health Division to be in need of such services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide long-term residential care services to clients referred by County. These services shall be provided at the Sail House facility located at 21125 Luther Road, Red Bluff, California, and the Gilmore Place facility located at 70 Gilmore Road, Red Bluff, California. These facilities shall be maintained in a clean, safe, orderly, and professional fashion and in good repair in compliance with all applicable laws, rules, regulations, and building codes at all times during the term of this agreement. Services shall include, but not be limited to, supportive services which are provided in addition to the basic care and supervision required for licensure. County contact person regarding client supervision shall be the Mental Health Director or designee. Contractor shall provide only those services for which a written authorization from the County has been received. Services provided without prior written authorization from the County will be the responsibility of the Contractor and will not be reimbursed by the County.

Contractor shall notify County, in writing, within twenty-four (24) hours of becoming aware of any unusual occurrence. Reportable occurrences include, but are not limited to, any occurrence involving danger to any person or substantial damages to property, or which may expose County to liability. Reportable occurrences shall also include, but not be limited to, accidents, injuries, or acts of negligence involving Contractor or any client, or any inappropriate, unethical, or unprofessional conduct or relationship by any employee of Contractor involving any County client or County employee.

Contractor shall provide the Mental Health Director with a copy of the current version of its Policy and Procedures Manual at any time upon request.

Contractor shall be liable for State Department of Health Care Services audit exceptions due to

inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County's notice of such recoupment order. If Contractor fails to reimburse County within such period, County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

2. ADMISSION POLICIES

The client population to be served are adults with mental illness in need of long-term treatment in a licensed, long term residential care setting. In order for proper reimbursement:

A. All referrals to Contractor must be authorized by the Mental Health Director or designee.

B. The final admission decision shall rest with Contractor.

C. If admission is denied, the Mental Health Director, or designee, shall be immediately notified and shall be informed of the reasons leading to the denial.

D. Policies and procedures for admission shall be written by Contractor based on this Agreement. Policies include a provision that clients are accepted for care without discrimination on the basis of race, religious creed, color national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation within the physical restrictions of State licensing.

3. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 4 and 5 of this agreement.

4. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit B, after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $575,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any

amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

5. 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.
When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.

Whenever there is audit exception against the County resulting from a claim for funding for an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

6. TERM OF AGREEMENT

This agreement shall commence on July 1,2026, and shall terminate June 30, 2028, unless terminated in accordance with section 6 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 Health Services Agency's Executive Director.

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 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.

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.

Contractor shall defend and indemnify Tehama County for any recoupment of funding resulting from periodic audit by the State of California, or United States of America and arising from Contractor's negligent acts, willful acts, or errors or omissions or such acts of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor. Should County become subject to such recoupment Contractor shall reimburse County for recouped funds in proportion to Contractor's share of audit exceptions to the total audit exceptions charged against County.

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:

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: The Sail House, Inc.
Attention: Chris Carey
Post Office Box 1007
Red Bluff, CA 96080
PH: 527-5780 (cellular 526-2426)

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. RECORDS

Clinical records of each client shall be the property of Contractor and shall be kept at least ten (10) years or until audit findings are resolved. All such records shall be considered confidential client records in accordance with California Welfare and Institutions Code, Section 5328, regarding patient confidentiality. Clinical records shall contain sufficient detail to make possible an evaluation by the Tehama County Mental Health Director or designee.

29. CLINICAL RECORDS

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor's claim for payment for those services. Contractor shall provide monthly reports to the County in conformance with the Client and Service Information (CSI) System as prescribed by the State Department of Mental Health.

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

30. MONITORING

Contractor agrees to extend to the Mental Health Director or designees, the right to review and monitor records pertaining to client progress in, and provision and quality of the following activities:

A. Facility program development and implementation as related to the goals and objectives identified in the clients' Individual Service Plan.
B. Supportive and Supervisory Services designed to provide for basic living and care needs, as well as services designed to augment these basic needs.
C. The Contractor agrees to meet with the Mental Health Director or designee a minimum of one time per month, or if necessary, more frequently, on a mutually agreed upon schedule for the purpose of assessing the clients' progress and needs as related to the implementation of the clients' Individual Service Plan.

31. REPORTING

Contractor agrees to provide County with reports that may be required by State or Federal agencies for compliance with this Agreement. Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.

32. RELATIONSHIP

A. Contractor shall maintain statistical records in the manner provided by the State Health and Welfare Agency and make such records available to County as required by the Mental Health Director and the State Department of Health Care Services.

B. Contractor shall maintain accurate accounting records of its costs and operating expenses. Such records of costs and expenditures shall be maintained for at least ten (10) years, or until audit findings are resolved, and shall be open to inspection by the Health Services Agency Director, or designee, the State Controller, and the State Director of Mental Health Services or designees. Contractor shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code, Section 8546.7).

33. TARGET POPULATION

The target population to be served is:

A. Residents who have been released from an IMD within six months and/or exhibit the behaviors that preclude them from residing in lower levels of care.

B. Residents who have had little to no experience in board and care living or have had failed placements within one year's time.

C. Residents who require more than 50% one on one staff time in any of the following areas: health and hygiene, access of community services, access and processes of medical, dental and psychiatric care, supervision of daily living and assistance with behavioral modification and redirection.

D. Residents who may have a behavioral modification plan that requires additional staffing on the part of Contractor.

E. Residents who may have issues that create barriers to successful peer interaction, requiring additional staffing.

F. Residents who may be candidates for long term placement.

34. PERSONNEL

A. Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations required for the type of services described in Section 1.

B. All Contractor's personnel (including independent contractors) shall have the appropriate current State licensure required for their given profession.

C. The Mental Health Director may, in their sole discretion, specify minimum initial and ongoing training requirements for Contractor's employees who interact with County clients. Such training requirements shall be provided to Contractor in writing. Contractor shall, at Contractor's expense, ensure that all affected employees receive the required training within thirty (30) days of initial hire and periodically thereafter as specified in the requirements provided by the Mental Health Director.

35. 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 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 their confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,
c) Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
d) Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
e) Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
f) The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.
g) Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

36. 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. 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.

37. HEALTH INSURANCE PORTABILITY AND ACCOUTNABILITY ACT-HIPAA

Contractor acknowledges that it is a "health care provider" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor further acknowledges that it may not be a "covered entity" for purposes of HIPAA. However, when performing its duties under this contract, or when otherwise acting in relation to this contract, or when storing, using, or disclosing information generated or obtained by Contractor as a result of this contract, Contractor shall abide by all provisions of the HIPAA Privacy Rule and HIPAA Security Rule as if Contractor were a covered entity. The Contractor

agrees to use individually identifiable healthcare information obtained from the County only for purposes of providing diagnostic or treatment services to patients.

Contractor agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident.

38. TELECOMMUNICATION FOR ASSESSMENTS OF CLIENTS

Contractor will utilize "VSee" software platform tool or other platform, or software approved by County at the request of the County to facilitate assessments of clients.

39. COMPLIANCE AND PROGRAM INTEGRITY

Contractor shall comply with all contractual provisions pursuant to Exhibit C, "COMPLIANCE AND PROGRAM INTEGRITY," attached hereto and incorporated by reference.

40. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)."

41. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency,a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

42. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F.,

Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

43. EXHIBITS

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

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

COUNTY OF TEHAMA

Date: 6/10/2026

Michelle D. Schmidt

Michelle Schmidt, Interim Executive Director

THE SAIL HOUSE, INC., a California corporation

Date: 06-10-26

Chris Carey, Licensee

110041
Vendor Number

55400
Budget Account Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Fee Schedule

Contractor agrees to make available up to twenty-two (22) beds for Tehama County clients for services. County and Contractor agree that County does not guarantee occupancy for the full twenty-two beds at any time.

In consideration of the services to be rendered, on behalf of residents whose care is funded by Federal or State sources, or other third party payor, County will pay Contractor a supplemental rate of $52.00 per day per bed during the fiscal year July 1, 2026 through June 30, 2027 and $56.00 per day per bed during the fiscal year July 1, 2027 through June 30, 2028 for each resident placed in the Sail House facility and a supplemental rate of $55.00 per day per bed during the fiscal year July 1, 2026 through June 30, 2027 and $59.00 per day per bed during the fiscal year July 1, 2027 through June 30, 2028 for each resident placed in the Gilmore Place facility. In the event that County places an individual who has no Federal, State, or other third-party funding, County will pay Contractor at the current Board and Care rate as established by the Social Security Administration.

Contractor agrees to make one (1) additional bed a dedicated capacity bed. When said dedicated capacity bed is occupied by an individual who has no Federal, State or other third-party funding, County will pay Contractor a Board and Care rate of $50.00 per day during the fiscal year July 1, 2026, through June 30, 2027, and $50.00 per day per bed during the fiscal year July 1, 2027, through June 30, 2028. When said dedicated capacity bed is empty, County will pay Contractor $35.00 per day during the fiscal year July 1, 2026, through June 30, 2027, and $35.00 per day per bed during the fiscal year July 1, 2027, through June 30, 2028 for the unoccupied, dedicated capacity bed.

Exhibit C

COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

A. The Social Security Administration's Death Master File
B. The National Plan and Provider Enumeration System (NPPES)
C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
D. The System for Award Management (SAM)
E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty-five (35) days after any change in Contractor ownership:

A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
B. Date of birth and Social Security Number (in the case of an individual);
C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
    (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
    (2) Any Medicare intermediary or carrier; and
    (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
    (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty-five (35) days, upon request. The following must be disclosed:

A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than $25,000 during the 12-month period ending on the date of request; and
B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

(A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]

(B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. § 455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

Exhibit C is three pages

E-Contract Review
Approval as to Form

Department Name: Tehama County Health Services Agency

Contractor Name: The Sail House, Inc.

Contract Description: Agreement for Residential Care Services for Mentally Ill Adults

APPROVED AS TO FORM:

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

Date: 06/02/2026

Tehama County

Agenda Request Form

File #: 26-1055 **Agenda Date:** 6/23/2026 **Agenda #:** 16.

HEALTH SERVICES AGENCY / ADMINISTRATION / PUBLIC HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Tehama County Health Services Agency (TCHSA) Interim Executive Director to sign the California Children's Services (CCS) Whole Child Model (WCM) Program 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

b) AGREEMENT - Request approval and authorization for the Tehama County Health Services Agency (TCHSA) Interim Executive Director to sign the Local Health Department (LHD) 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

c) AGREEMENT - Request approval and authorization for the Tehama County Health Services Agency (TCHSA) Interim Executive Director to sign the Women, Infants & Children (WIC) 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

Financial Impact:
No financial impact is associated with the MOUs.

Background Information:
Partnership HealthPlan of California (MCP) is a Medi-Cal Managed Care plan that contracts with the state to provide Medi-Cal benefits to multiple Northern California counties. The California Department of Healthcare Services (DHCS) requires that MCP execute MOUs with network providers, such as county programs, to ensure that members receive services available through CCS, LHD, and WIC direct service programs in a coordinated manner. In addition, the MOUs provide a process to continuously evaluate the quality-of-care coordination provided and ensures any data exchanged including Protected Health Information (PHI) or Personally Identifiable Information (PII) complies with all federal and state statutes and regulations.

July 2024

MEMORANDUM OF UNDERSTANDING
BETWEEN
PARTNERSHIP HEALTHPLAN OF CALIFORNIA
MEDI-CAL MANAGED CARE PLAN
AND
TEHAMA COUNTY
CALIFORNIA CHILDRENS SERVICES (CCS) WHOLE CHILD MODEL PROGRAM

I. BACKGROUND

The California Children's Services (CCS) Program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS eligible medical conditions. The CCS Program is administered as a partnership between the California Department of Health Care Services (DHCS), County health departments, Regional Health Authority (RHA), alternate health care service plan (AHCSP), and some County Organized Health Systems (COHS) plans. Health and Safety Code, Section 123800 et seq. is the enabling statute for the CCS Program. The explicit legislative intent of the CCS Program is to provide Medically Necessary services for CCS-eligible children. The statute also requires that DHCS and the County cooperate with local public or private agencies and providers of medical care to proactively identify and enroll CCS eligible children.

Senate Bill (SB) 586 (Chapter 625, Statutes of 2016) authorized DHCS to establish the Whole Child Model (WCM) for Medi-Cal eligible CCS children enrolled in a MCP that is a COHS or Regional Health Authority, within designated counties. WCM incorporates CCS covered services for certain Medi-Cal eligible CCS children into the applicable MCP Contract Additionally, under the WCM, responsibility for the CCS case management, care coordination, provider referral, and service authorization functions move from the County to the WCM MCP. Assembly Bill (AB) 2724 (Chapter 73, Statutes of 2022) added a new section to define an AHCSP and to authorize DHCS to enter into one or more comprehensive risk contracts with an AHCSP as a primary MCP in specified geographic areas effective January 1, 2024. AB 118 (Chapter 42, Statutes of 2023) authorizes the expansion of the WCM program for Medi-Cal eligible CCS children

and youth enrolled in a MCP served by a COHS, AHCSP, or RHA, into 12 additional counties no sooner than January 1, 2025.

The medical conditions covered by the CCS Program are outlined and authorized in California Code of Regulations (CCR), title 22, sections 41401 - 41518.9. These regulations are further clarified by CCS Numbered Letters (NLs).

II. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between **Tehama County**, through its Health Services Agency (County) and **Partnership HealthPlan of California** (MCP) ("Parties", collectively) is to identify each party's responsibilities and obligations to each other in accordance with and based on Health and Safety Code (H&S Code) section 123800 et seq., statutory requirements related to administration of the CCS Program by local county programs, the MCP's respective contract with DHCS, and all other applicable authorities. This MOU outlines the respective roles of the County and the MCP to coordinate care, conduct administrative activities, and engage in information exchange activities required for the effective and seamless delivery of CCS services to CCS eligible Members. This MOU is a binding contractual agreement.

The County and/or DHCS will retain all administrative responsibilities of case management, care coordination, provider referral, and service authorization functions of the CCS Program as it pertains to CCS State-only Members or Members that are currently in Fee for Service Medi-Cal.

III. TERM

This MOU is in effect as of the Effective Date and continues for a term of three years, or as amended by MCP and County in accordance with Section VIII of this MOU. MCPs must submit all fully executed MOUs to their Managed Care Operations Division (MCOD) Contract Manager for file and use. In their submissions, MCPs must attest that they did not modify any of the provisions of this MOU Template except to add provisions that do not conflict with or reduce either party's obligations under this MOU Templates. If the MCP or County modifies any of the provisions of the MOU Template, the MCP must submit a redlined version of the MOU to DHCS for review and approval, prior to execution. If the MOU is not modified, the fully executed MOU needs to be submitted to the Managed Care Operations Division contract manager for file only. The template includes language that the parties may want to add, notated in italics, to their MOUs to increase collaboration and communications; the proposed language is not exhaustive.

The Parties must review the MOU annually thereafter to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. The MCP must provide evidence to DHCS of the annual review of MOU as well as copies of any MOU modified or renewed as a result. The evidence of the annual review described in the annual report for the year corresponding with the review must include a summary of the review process and outcomes, and any

resulting amendments to the MOU or existing policies and procedures.

IV. CONFIDENTIALITY

All responsibilities and information shared by the County and the MCP in the provision of services for CCS eligible Members and under this MOU, must adhere to all applicable Federal, State and/or local laws and regulations relating to confidentiality.

V. LIABILITY AND INDEMNITY

County and the MCP are not liable to third parties for any act or omission of the other party. Each party is solely liable for any negligent or wrongful acts or omissions of its own officers, agents, and employees occurring in the performance of this MOU. If either the County or the MCP becomes liable for damages caused by its officers, agents or employees, it must pay such damages without contribution by the other and hold harmless the other from all costs and expenses resulting from any attorney fees and court costs, claims, losses, damages, and liabilities.

VI. RECORDS, AUDITS & INSPECTIONS

County and the MCP must at any time, upon reasonable notice during business hours and as necessary, make all of its records and data with respect to the matters covered by this MOU and the CCS Program available for examination by Local, State, or Federal authorities, pursuant to applicable State or Federal statute or regulation. The MCP must retain all documents demonstrating compliance with this MOU for at least ten (10) years. The MCP must post this executed MOU on its website. The counties may post this executed MOU on its website.

VII. SCOPE OF RESPONSIBILITIES

The table below identifies the roles and responsibilities of each party as they relate to providing CCS services to CCS Eligible Members, including Eligibility and Enrollment services, Case Management services, Intercounty Transfers (ICT), CCS Advisory Committees, Continuity of Care, Data and Information Sharing, Dispute Resolution, Neonatal Intensive Care Unit (NICU) services, Quality Assurance and Monitoring, and Subcontractors. Not all CCS applicable regulations or other requirements are listed in the table below.

CCS Member Eligibility and Enrollment (Case Identification and Referral)	
MCP	**County**
The MCP must provide necessary documentation, including but not limited to medical records/case notes/reports pertaining to the CCS-eligible condition, to the County to assist with initial and annual medical eligibility determinations.	

CCS Member Eligibility and Enrollment (Case Identification and Referral)	
MCP	**County**
The MCP must provide necessary documentation, including but not limited to medical records/case notes/reports pertaining to the CCS-eligible condition, to the County to assist with initial and annual medical eligibility determinations. The MCP must refer a Member to the County for a CCS eligibility determination if the Member demonstrates a potential CCS condition(s) as outlined in the CCS Medical Eligibility Guide, which may be amended. The MCP must include supporting documentation of the Member's potential CCS eligible condition in all of its CCS referrals to the County. MCPs will be responsible for conducting the CCS NICU eligibility criteria assessment, authorization, and payment. Upon notification from the County, the MCP must obtain and provide to the county any additional information the County requires, such as medical reports pertaining to the CCS-eligible condition, to make a CCS Program eligibility determination. Within 90 days of its referral to the County, the MCP must inform the CCS eligible Member and their family (or designated legal caregiver) about the availability of medical care related to the CCS eligible condition. MCP must provide training and orientation for its employees, Network Providers, Subcontractors, and Downstream Subcontractors who carry out responsibilities under this MOU. The training must include information on MOU requirements, what services are	Tehama County as a dependent county is responsible for determining financial and residential eligibility. DHCS is responsible for determining medical eligibility for new referrals and annual redeterminations; except for NICU and High Risk Infant Follow-Up (HRIF) eligibility determinations. The County must inform the child (Member under age 21) and their family (or designated legal caregiver) of the CCS Program eligibility determination. The County must inform the child determined to be ineligible and their family (or designated legal caregiver) of the CCS Program eligibility appeal process. The County must communicate to the MCP the CCS Program eligibility determination. The County must request any additional information required (e.g., medical reports) to make a program eligibility determination from the MCP. The County must provide notification to the MCP when the county becomes aware the member has moved out of the county. The County must proactively engage in a collaborative process with the MCP to remedy any issues or challenges related to timeliness or completeness of records for the medical eligibility redetermination process. The County must request medical records from the MCP for the annual medical

provided or arranged for by each Party, and the policies and procedures outlined in this MOU. The MCP must provide the training prior to any such person or entity performing responsibilities under this MOU, and at least annually thereafter. The MCP must require its Subcontractors	

CCS Member Eligibility and Enrollment (Case Identification and Referral)	
MCP	**County**
and Downstream Subcontractors to provide training on relevant MOU requirements and the County's programs and services to its Network Providers. The MCP must provide educational materials to its Members and Network Providers related to accessing Medically Necessary Services, including materials provided by the County. The MCP is encouraged to solicit input from WCM Counties regarding information included in educational materials. The MCP must provide County with training and/or educational materials on how MCP Covered Services may be accessed, including during non-business hours. The MCP must provide medical records to the County for the annual medical review (AMR) of CCS Program eligibility, including the most current medical records that document the CCS eligible Member's medical history; the results of a physical examination by a physician; and laboratory test results, radiologic findings, or other tests or examinations that support the diagnosis of the eligible condition(s). The MCP's documentation must be dated within six months before the Member's program eligibility end date, to the extent possible, but no later than 12 months before the Member's program eligibility end date. The MCP must provide the documentation set forth above to the County 60 calendar days before the Member's program eligibility end date. If documentation is received by the County outside of the agreed upon timeframe, the MCP and County must collaborate to	review three months in advance of the member's program eligibility end date. The County must notify the MCP when the County becomes aware that a CCS Eligible Member has lost Medi-Cal eligibility.

determine the best approach and time frame for submitting the required	

CCS Member Eligibility and Enrollment (Case Identification and Referral)	
MCP	**County**
documentation. If appointments occur within the 60 calendar day period prior to the Member's program eligibility end date, the MCP and County must have procedures in place to ensure all appropriate most recent medical records that document the Member's medical history, results of a physical examination by a physician or and advanced practice provider acting within the scope of their licensing authority, laboratory test results, radiological findings, or other tests or examinations that support the diagnosis of the eligible condition(s), including any Medical Therapy Program (MTP) diagnosis are submitted to support AMR. If the County requires additional documentation, the MCP must, upon notification from the County, coordinate with the Member's provider(s) to obtain documentation, before the Member's CCS Program eligibility end date. The MCP must have procedures in place regarding outreach attempts to providers and the CCS member to obtain medical records, as well as appropriate actions to take if the MCP's efforts to obtain medical records are unsuccessful. The MCP must provide notification and necessary documentation to the County to assist with transition from MCP to CCS-State Only. The MCP must notify the County when the MCP becomes aware that a CCS eligible Member has lost Medi-Cal eligibility.	

The MCP must proactively engage in a collaborative process with the County to remedy any issues or challenges related to timeliness or completeness of records for the medical eligibility redetermination process.	

Case Management (Care Coordination)	
MCP	**County**
The MCP must refer Members to the County if these Members are suspected of having a MTP eligible condition and must include all supporting documentation with the referral. As a part of the CCS eligibility review, the County will review and determine MTP eligibility, if applicable. The MCP supports navigation and coordination of services according to members stated goals and needs, including linking to providers and necessary resources and supports. MCP must ensure that a CCS-eligible child has a primary point of contact who shall be responsible for the child's care coordination, in accordance with DHCS All Plan Letters guiding MCP's participation in California Children's Services (CCS) Whole Child Model (WCM) Program.	The CCS County Administrator or designee must coordinate with the MCP liaison or the MCP Utilization Management Director regarding member enrollment, as often as necessary. The County must submit referrals to the MCP for medically necessary specialty services and follow-up treatment, as prescribed by the County's Medical Therapy Conference (MTC) team physician.

Case Management (Care Coordination)	
MCP	**County**
The MCP must coordinate with the local CCS MTU to ensure appropriate access to MTP services. The MCP must consult with county MTP to coordinate durable medical equipment (DME) equipment needs of MTP eligible clients, as necessary. The MCP must not duplicate therapy services rendered by an MTP. The MCP must notify the County of CCS eligible neonates, infants, and children up to three years of age that lose Medi-Cal coverage for HRIF services. The MCP must regularly communicate and share relevant information via telephone and/or case management notes, written or electronic, with the County to facilitate the care of CCS Members who require services from both the County and the MCP. Communication may be via telephone, written, electronic case management notes, or secure email. The MCP must provide CCS Maintenance and Transportation (M&T) and Non-Medical Transportation (NMT) for all Medically Necessary Covered Services, including services provided through the CCS Program and MTP, and coordinate Non-Emergency Medical Transportation (NEMT). The MCP must ensure reimbursements for M&T expenses are available to the CCS eligible Member or their family in accordance with CCS NL 03-0810 and APL 21-005 or any superseding version of this NL and APL. The MCP must provide and authorize the CCS M&T	The County Medical Therapy Program (MTP) is responsible for the provision of medically necessary occupational and physical therapy services prescribed by the County CCS Medical Therapy Unit (MTU) Conference Team Physician or the CCS-paneled physician who is providing the medical direction for occupational and physical therapy services. Upon notification from the MCP of a CCS Member that has lost MCP coverage, the County must ensure the coordination of HRIF outpatient diagnostic services. The County must regularly communicate, share relevant information via telephone and/or case management notes, written or electronic, with the MCP to facilitate the care of CCS WCM Members who require MTP services. Communication may be via telephone, written, electronic case management notes, or secure email. The County must identify staff who will meet quarterly and more often as necessary with the appointed MCP Liaison(s).

Case Management (Care Coordination)	
MCP	**County**
benefit for CCS eligible Members or the Member's family seeking transportation to a medical service related to their CCS eligible condition(s) when the cost of M&T presents a barrier to accessing authorized CCS services. The MCP must authorize services based on medical necessity and/or evidence-based guidelines, including DME, consistent with CCS program standards. The MCP must ensure all services related to the Member's CCS eligible condition are provided by either CCS-paneled providers, CCS-approved Special Care Centers (SCCs), and/or CCS- approved pediatric acute care hospitals. The MCP must provide case management services for CCS eligible conditions, to coordinate benefits, and to authorize services according to state regulations and APL 23-034 or any superseding APL. The MCP must inform CCS eligible Members of the availability of the CCS program and benefits as needed. The MCP must authorize a CCS paneled provider or center to treat and manage the CCS eligible condition. The MCP must, as part of its provider education strategy, educate Network Providers about the local CCS program and the ways that the Primary Care Physician (PCP) can assist with integration of CCS authorized services. The MCP must ensure that CCS eligible Members receive all Medically Necessary pediatric preventive services, including	

Case Management (Care Coordination)	
MCP	**County**
immunizations, unless determined to be medically contraindicated. MCP must authorize, refer, and coordinate the delivery of Organ and Bone Marrow Transplant benefits and all Medically Necessary Covered Services associated with a transplant service. MCP must ensure that organ and bone marrow transplants services are provided to the Member at a CCS-approved Special Care Center (SCC) that has current CCS approval to transplant the specified organ in the Member's age group in accordance with Attachment 2 of APL 21-015 or any superseding APL. The MCP must conduct a HRIF program acuity assessment and authorize any HRIF services for the Member in accordance with the HRIF Eligibility Criteria. The MCP must ensure access or arrange for the provision of HRIF case management services. The MCP must notify and refer to the County any CCS eligible neonates, infants, and children up to three years of age that have been identified as having a potential CCS eligible condition through the HRIF program. The MCP must accompany any referrals to the County with supporting documentation of the Member's potential CCS eligible condition. The MCP must develop and implement policies and procedures (P&Ps) that specify coordination activities and communication requirements among PCPs, specialty providers, hospitals, and the assigned case manager(s).	Upon receipt of referral of any CCS eligible neonates, infants and children up to three years of age, the County will activate a case in CMSNet.

Case Management (Care Coordination)	
MCP	**County**
The MCP must ensure that CCS eligible Members and their families have ongoing information, education, and support regarding: • How to request continuity of care for pharmacy, specialized durable medical equipment, and health care providers; • How to request M&T services; • How to request assistance with the transition to adult care; • Referrals to community resources; • The child's and family's role in the individual care process; • The availability of mental health services; and • Any other services that might be available (i.e. Regional Centers, Private Duty Nursing (PDN), and Home and Community Based Alternatives Waiver Agencies) The MCP must determine which staff will be appropriate to meet, at a minimum quarterly and as often as necessary, and maintain communication with the appointed CCS Liaison(s).	

Intercounty Transfer (ICT)	
MCP	**County**
The MCP must complete its ICT form and provide the County with the following documentation no later than ten (10) Working Days from the date of the request, when requested by the County for a CCS eligible Member's ICT: • Copies of current physical medical reports since the most recent annual medical redetermination. The MCP is not required to send reports from Medical Therapy Conferences.	During an ICT, the County must forward to a Member's new county of residence a completed ICT form and any documentation that the County received from the MCP. When the Member in the Sending County is enrolled in a WCM MCP, the Sending County must request the most recent medical reports, case management notes, and utilization information from the WCM MCP. Dependent Counties will upload all documentation received from the MCP into the member's case in CMSNet. The county will then notify DHCS and request a medical eligibility review for transfer.

• A list of the Member's authorized providers related to the CCS-eligible condition from at least the previous 12 months. • A list of the Member's authorized services related to the CCS medically eligible condition from at least the previous 12 months. • Any information that will assist the receiving county of residence or receiving MCP in making authorization decisions. • Case management notes related to the CCS eligible medical condition, if possible. If that is not possible, the MCP must provide a summary note of relevant case management activities. During an ICT, the MCP must continue to provide case management services and make determinations as to Medically Necessary service authorization requests until the Member's transfer date. The MCP must coordinate with the County regarding the ICT date. The MCP must authorize Out-of-Network requests if the Member requires services in their new county of residence prior to the transfer date. During an ICT, the MCP must close all service authorization requests at least the day before the transfer date. The MCP must follow CCS ICT guidance in accordance with CCS Intercounty Transfer NL 10-1123 or any superseding NL.	The Sending County and Receiving County must establish an agreed upon transfer date. The Receiving County is encouraged to collaborate with the MCP during their negotiations of a transfer date with the Sending County. For further guidance on ICTs, refer to the CCS Intercounty Transfer NL 10-1123. County must follow CCS Intercounty Transfer Policy NL 10-1123 or any superseding version of this NL.

CCS Advisory Committees (Clinical Advisory and Family Advisory)	
MCP	**County**
The MCP's must create and maintain a Clinical Advisory Committee composed of: • The MCP's medical director or the equivalent; • The County's CCS administrator, medical director or designee; • At least four CCS-paneled providers; and • The County's CCS Liaison(s) The Clinical Advisory Committee must meet at least quarterly or more frequently if determined to be necessary. The MCP's Family Advisory Committee (FAC) must ensure meaningful engagement of its members, which must include: • The County's CCS Liaison(s) and • The County's CCS representative(s) • CCS provider representatives. The MCP must coordinate with the County's CCS staff, local CCS providers, and consumer advocates to recruit CCS families for the FAC. The MCP must coordinate with CCS families to ensure they understand the FAC's role and their role as members of the FAC. The MCP may provide a reasonable per diem payment to enable in-person participation in the advisory committee. The MCP may utilize teleconference or other similar electronic means to facilitate participation.	The following County representatives must actively participate in the MCP's Clinical Advisory Committee: • The County's CCS administrator, medical director or designee; and • The County's CCS Liaison The County's representatives will actively participate by: • Attending meetings • Engaging in discussion • Offering feedback and recommendations. The County must collaborate with the MCP to ensure meaningful engagement with family members. The County must coordinate with the MCP, local CCS providers, and consumer advocates to assist in recruiting CCS families for the FAC. The County must coordinate with CCS families to ensure they understand the FAC's role and their role as members of the FAC.

A. Continuity of Care	
MCP	**County**
Upon transitioning to WCM: If requested by the CCS eligible Member within 90 days of the transition of their CCS services to the MCP, the MCP must ensure that the CCS eligible Member continues to receive case management and care coordination from their public health nurse (PHN), if the PHN is available. The MCP must establish and maintain a process by which a CCS eligible Member may maintain access to navigating a health plan; maintain rights to appeal any service denials; and request continuity of care for pharmacy, health care providers, and specialized or customized DME providers for up to 12 months. The MCP must ensure that CCS families have ongoing information, education, and support regarding the rights to appeal any service denials, including the right to appeal a denial of Continuity of Care (COC) beyond 12 months, in accordance with APL 21-005, APL 22-032 or any superseding APLs. The MCP must attempt to enter into a Letter of Agreement (LOA) with the provider to allow for COC for at least one year if the child has established care with	Upon transitioning to WCM; Effective January 1, 2025, Tehama COUNTY CCS Program will not be providing case management services for Medi-Cal insured CCS clients. The COUNTY will coordinate with the MCP to ensure CCS clients have continuity of care. The County must provide information on active CCS eligible Member cases to the MCP unless a case has already been transitioned. If the County receives a request for PDN services The County is responsible for initiating case management, by referral to the MCP, to arrange all approved Private Duty Nurse (PDN) service hours. The County will send a referral to MCP. Existing WCM Counties must coordinate COC services with the MCP to the extent possible to ensure no delays of services to members. The County must follow COC guidance in accordance with Health and Safety Code Section 123850(b).

MCP	County
a provider prior to WCM and if that provider is not contracted with the MCP. The MCP is responsible for providing case management to arrange all approved Private Duty Nursing (PDN) service hours. The MCP approves the PDN services for a Medi-Cal eligible CCS Member under the age of 21. If CCS has authorized PDN services and is primarily responsible for providing case management for those PDN services, MCPs must still provide case management as necessary, including, at the Member's request, arranging for all approved PDN services as required by APL 20-012 or any superseding APL.	

Data and Information Sharing (HIPAA/Medical Records Sharing)	
MCP	**County**
The MCP must ensure any Subcontractors or Network Providers that create, receive, maintain, or transmit protected health information on behalf of the MCP agree to the same privacy restrictions, conditions, and requirements that apply to the MCP. The MCP must ensure that appropriate staff has access to the Children's Medical Services Provider Electronic Data Interchange (PEDI) to view the status of CCS Eligible Member data. The MCP must, in collaboration with the County, implement policies and procedure to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set below. The MCP and County must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implanting regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws. The MCP must attach these P&Ps to this MOU within 90 calendar days of execution of this MOU.	The County must ensure any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the County CCS Program agree to the same restrictions, conditions, and requirements that apply to the County. The County must, in collaboration with MCP, implement policies and procedure to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set below. The MCP and County must share information in compliance with applicable law, which may include HIPAA and its implanting regulations, as amended, 42 Code of Federal Regulations Part 2, and other State and federal privacy laws. These policies and procedures must be attached to this MOU within 90 days of execution.

Dispute Resolution	
MCP	**County**
If there is a dispute between the MCP and the County, all parties are responsible for carrying out all their responsibilities under the MOU without delay, including providing Members with access to services under the MOU. The MCP must designate appropriate staff to participate in dispute resolution with the County. The MCP must meet at least quarterly with the County's CCS liaison(s) and the County's staff regarding operational and administrative issues. The MCP must respond timely to the County's dispute resolution requests. Disputes between the MCP and the County regarding CCS medical eligibility determinations that cannot be reached by mutual agreement in a good faith attempt between the MCP and the County must be forwarded by either party to DHCS via email to CCSRedesign@dhcs.ca.gov for review and a final determination.	If there is a dispute between the County and the MCP, all parties are responsible for carrying out all their responsibilities under the MOU without delay, including providing Members with access to services under the MOU. The County must designate appropriate staff to participate in dispute resolution with the MCP. The County must meet at least quarterly with the MCP's Program/liaison staff regarding operational and administrative issues. The County must communicate all resolved disputes in writing to the MCP. Disputes between the County and the MCP regarding CCS medical eligibility determinations that cannot be resolved in a good faith attempt between the MCP and the County must be forwarded by either party to DHCS via email to CCSRedesign@dhcs.ca.gov for review and a final determination.

Neonatal Intensive Care Unit (NICU)	
MCP	**County**
The MCP must conduct assessments in accordance with CCS Program guidelines for medical eligibility for care in a CCS-approved NICU, as found in CCS NL 05-0502 or any superseding NL. In order to capture the CCS referral, the MCP must report to the County's CCS program all Members identified as meeting the criteria for the NICU eligibility assessment. The MCP must accompany any CCS referral to the County with supporting documentation of the Member's potential CCS eligible condition. The MCP will send the county the discharge summary upon discharge of any neonates the MCP has determined eligible for NICU acuity criteria.	In order to capture the CCS referral, the County will enter and activate the eligible NICU case in CMSNet. The County must review all cases for CCS program determinations referred to the County by an MCP when a member may have any newly identified or potential CCS-eligible conditions, including infants with a potential CCS-eligible condition at time of discharge from the NICU, as well as infants and children undergoing diagnostic evaluation for CCS-eligible conditions. Dependent Counties will forward any notifications and referrals of a newly identified or potential CCS-eligible condition(s) to DHCS for medical eligibility review.

Quality Assurance and Monitoring	
MCP	**County**
MCP must collaborate with the County to establish policies and procedures for oversight of all of the requirements of this MOU, including, without limitation, requirements related to combined Quality	The County must collaborate with the MCP to establish policies and procedures for oversight of all of the requirements of this MOU, including, without limitation, requirements related to QI activities,

Quality Assurance and Monitoring	
MCP	**County**
Improvement (QI) activities, including, but not limited to, any applicable performance measures and QI initiatives as well as reports that track cross-system referrals, CCS eligible Member engagement, and service utilization and to prevent duplication of services rendered. The MCP must participate in meetings with the County at least quarterly to update P&Ps and protocols as appropriate. The MCP and the County may establish frequency of meetings. • All documentation related to these meetings should be made available to DHCS for auditing purposes, including agendas and sign-in sheets. Meeting facilitation is determined by the MCP and the County. The MCP's CCS liaison must report to the MCP's Compliance Officer on the MCP's compliance with the MOU no less frequently than quarterly.	including, but not limited to, any applicable performance measures and QI initiatives and to prevent duplication of services rendered. Meeting facilitation is determined by the County and MCP.

Subcontractors	
MCP	**County**
The MCP must ensure that all of its Subcontractors comply with all California Welfare and Institutions Code (W&I Code) section 123850 requirements that apply to the MCP.	The County must ensure that all of its Subcontractors comply with all California Welfare and Institutions Code (W&I Code) section 123850 requirements that apply to the County.

VIII. AMENDMENTS

The County and the MCP may amend this MOU at any time by written, mutual consent. The County and the MCP must submit any amended MOUs to DHCS and receive DHCS' final review and approval before execution of the amended MOU.

IX. LIAISONS

The MCP must designate an individual or set of individuals as part of its Provider Relations/Community Relations or related functions to serve as the liaison for CCS county administrators and providers, including CCS specialty care center providers.

The County and the MCP must designate CCS liaisons to be the primary points of contact for this MOU. The CCS liaisons must meet no less than quarterly to discuss activities related to this MOU and any other related matters. The County and the MCP must also submit the contact information for their respective liaisons to DHCS.

For the purposes of this MOU, the primary liaison for the MCP is the Senior Director of Care Management and the primary liaison for the County is the Public Health Director, or delegate as specified by the County Director.

X. DATA AND INFORMATION SHARING AGREEMENT

The purpose of this section is to ensure protection of any data or information sharing related to the WCM and to comply with the Health Insurance Portability and Accountability Act and any other applicable privacy requirements. *To the extent the Parties deem it necessary and/or appropriate, they can reference a Business Associate Agreement (BAA) to be integrated into the Agreement by a reference in this subsection to a BAA as an additional Exhibit.*

XI. INDEPENDENT CONTRACTOR

The Parties to this MOU are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party has any right to act on behalf of the other, nor to represent that it has such right or authority.

XII. APPLICABLE LAW AND FORUM

This MOU shall be construed and interpreted according to California law and any action to enforce the terms of this MOU for the breach thereof shall be brought and tried in the COUNTY of Tehama.

<<Signature Page to Follow>>

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

Tehama County Health Services Executive Director **Date**

MCP Chief Executive Officer **Date**

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: Partnership HealthPlan of CA

Contract Description: For the purpose of access the California Childres Services Whole Child Model program

APPROVED AS TO FORM:



Date: 05/15/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

ATTACHMENT F: LOCAL HEALTH DEPARTMENT MEMORANDUM OF UNDERSTANDING

COVER PAGE

Memorandum of Understanding

Between

Partnership HealthPlan of California and Tehama County Health Services Agency – Public Health

This Memorandum of Understanding ("MOU") is entered into by Partnership HealthPlan of California ("MCP**"**) and County of Tehama, through its Health Services Agency – Public Health, a local health department ("LHD"), effective as of last date of signature ("Effective Date"). MCP, and MCP's relevant Subcontractor and/or Downstream Subcontractor, and LHD may be referred to herein as a "Party" and collectively as "Parties."

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP ("Members") are able to access and/or receive services in a coordinated manner from MCP and LHD;

WHEREAS, the Parties desire to ensure that Members receive services available through LHD direct service programs in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided; and

WHEREAS, the Parties understand and agree that to the extent any data that is protected health information ("PHI") or personally identifiable information ("PII") exchanged in furtherance of this agreement originates from the California Department of Public Health ("CDPH") owned databases, LHD must comply with all applicable federal and State statutes and regulations and any underlying CDPH/LHD agreement terms and conditions that impose restrictions on access to, use of, and disclosure of that data.

In consideration of the mutual agreements and promises hereinafter, the Parties agree as follows:

1. **Definitions.** Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with the LHD Responsible Person, facilitate quarterly meetings in accordance with Section 9 of and ensure MCP's compliance with this MOU as described in Section 4 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in MCP practices.

b. "MCP-LHD Liaison" means MCP's designated point of contact(s) responsible for acting as the liaison between MCP and LHD Program Liaison(s) as described in Section 4 of this MOU. The MCP-LHD Liaison(s) must ensure that the appropriate communication and care coordination are ongoing between the Parties,

facilitate quarterly meetings in accordance with Section 10 of this MOU, and must provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "LHD Responsible Person" means the person designated by LHD to oversee coordination and communication with MCP, facilitate quarterly meetings in accordance with Section 10 of this MOU, and ensure LHD's compliance with this MOU as described in Section 5 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in LHD practices.

d. "LHD Program Liaison" means LHD's designated point of contact(s) responsible for acting as the liaison between MCP and LHD as described in Section 5 of this MOU. The LHD Program Liaison(s) should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and should provide updates to the LHD Responsible Person as appropriate.

2. Term. This MOU is in effect as of the Effective Date and continues for a three year term, or as amended in accordance with Section 17.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between LHD and MCP for the delivery of care and services for Members who reside in LHD's jurisdiction and may be eligible for services provided, made available, or arranged for by LHD. The Parties are subject to additional requirements for specific LHD programs and services that LHD provides, which are listed in the applicable program-specific exhibits ("Program Exhibits"), each labeled with the specific program or service.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services and benefits, such as dental benefits.

b. **Oversight Responsibility.** The Senior Director of Care Management, the designated MCP Responsible Person, listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with the LHD Responsible Person and LHD Program Liaisons, as required by Section 10 of this MOU;

ii. Report no less frequently than quarterly on MCP's compliance with the MOU to MCP's compliance officer who is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

iii. Ensure there is sufficient staff at MCP who support compliance with and management of this MOU;

iv. Ensure the appropriate level of MCP leadership (i.e., persons with

decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from LHD are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or may designate a person at MCP to serve, as the MCP-LHD Liaison, the point of contact and liaison with LHD or LHD programs. The MCP-LHD Liaison is listed in Exhibit A of this MOU. MCP must notify LHD of any changes to the MCP-LHD Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five Working Days of the change.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. LHD Obligations.

a. **Provision of Services.** LHD is responsible for services provided or made available by LHD.

b. **Oversight Responsibility.** The Public Health Director, the designated LHD Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing LHD's compliance with this MOU. It is recommended that this person be in a leadership capacity with decision-making authority on behalf of LHD. LHD must designate at least one person to serve as the designated LHD Program Liaison, the point of contact and liaison with MCP, for the programs relevant to this MOU. It is recommended that this person be in a leadership capacity at the program level. The LHD Program Liaison(s) is listed in Exhibit B of this MOU. LHD may designate a liaison(s) by program or service line. LHD must notify MCP of changes to the LHD Program Liaison(s) as soon as reasonably practical but no later than the date of change, except when such prior notification is not possible, in which case, notice should be provided within five Working Days of the change.

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, MCP must provide this training within 60 Working Days of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually

thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and LHD programs and services to its Network Providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP must provide educational materials to Members and Network Providers related to accessing Covered Services, including for services provided by LHD

c. MCP must provide LHD, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services and carved-out services may be accessed, including during nonbusiness hours.

7. Referrals.

a. **Referral Process**. The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate LHD program.

i. The Parties must facilitate referrals to the relevant LHD program for Members who may potentially meet the criteria of the LHD program and must ensure the LHD program has procedures for accepting referrals from MCP or responding to referrals where LHD programs cannot accept additional Members. Where applicable, such decisions should be made through a patient-centered, shared decision-making process. LHD should facilitate MCP referrals to LHD services or programs by assisting MCP in identifying the appropriate LHD program and/or should provide referral assistance when it is required.

ii. MCP must refer Members to LHD for direct service programs as appropriate including, without limitation, those set forth in Section 13.

iii. LHD should refer Members to MCP for any Community Supports services or additional care management programs for which they may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"). However, if LHD is an ECM Provider pursuant to a separate agreement between MCP and LHD for ECM services, this MOU does not govern LHD's provision of ECM services.

iv. LHD should refer Members to MCP for Covered Services.

8. Care Coordination and Collaboration.

a. **Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the specific requirements set forth in this MOU, including those in the Program Exhibits.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

iii. MCP must have policies and procedures in place to maintain collaboration with LHD and to identify strategies to monitor and assess the effectiveness of this MOU.

9. Blood Lead Screening/Follow-up Testing and Lead Case Management.

a. **Blood Lead Screening and Follow-up Testing.**

i. MCP must cover and ensure the provision of blood lead screenings and Medically Necessary follow up testing as indicated for Members at ages one (1) and two (2) in accordance with Cal. Code Regs. tit. 17 Sections 37000 – 37100, the Medi-Cal Managed Care Contract, and APL 20-016, or any superseding APL.

ii. MCP must coordinate with its Network Providers to determine whether eligible Members have received blood lead screening and/or any Medically Necessary follow-up blood lead testing. If eligible Members have not received blood lead screening or indicated follow-up testing, MCP must arrange for and ensure each eligible Member receives blood lead screening and any indicated follow-up blood lead testing.

iii. MCP must identify, at least quarterly, all Members under six years of age with no record of receiving a required blood lead screening and/or Medically Necessary follow-up blood lead tests in accordance with CDPH requirements[1] and must notify the Network Provider or other responsible provider of the requirement to screen and/or test Members in accordance with requirements set forth in the Medi-Cal Managed Care Contract. MCP must ensure that its Network Providers, including laboratories analyzing for blood lead, report instances of elevated blood lead levels as required by Cal. Health & Safety Code Section 124130.

iv. To the extent LHD, in the administration of a program or service is made aware that the child enrolled in MCP has not had a blood lead screening and to the extent that LHD resources allow, LHD will notify MCP of the need for the child to be screened.

v. If the Member refuses the blood lead screening test, MCP must comply with the requirements set forth in the Medi-Cal Managed Care Contract to ensure a statement of voluntary refusal by the Member (if an emancipated minor) or the parent(s) or guardian(s) of the Member is documented in the Member's Medical Record.

b. **Case Management for Elevated Blood Lead Levels**

i. Where case management for elevated blood lead levels is provided by the Childhood Lead Poisoning Prevention Branch ("CLPPB") and administered by Care Management Section staff at CDPH, MCP must coordinate directly with the CLPPB to address barriers to care coordination, case management, or other matters related to services for children with elevated blood lead levels.

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[1] For more information see CDPH Childhood Lead Poisoning Prevention Branch, *Standard of Care on Screening for Childhood Lead Poisoning*, available at: https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/CLPPB/Pages/screen_regs_3.aspx

10. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

i. Within 30 Working Days after each quarterly meeting, MCP must post on its website the date and time the quarterly meeting occurred and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill MCP's obligations under the Medi-Cal Managed Care Contract and this MOU.

ii. MCP must invite the LHD Responsible Person, LHD Program Liaison(s), and LHD executives, to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors, as well as other LHD program staff should be permitted to participate in these meetings, as appropriate.

iii. MCP must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

b. **Local Representation.** MCP, represented by the MCP-LHD Liaison, must participate, as appropriate, at meetings or engagements to which MCP is invited by LHD, such as local county meetings, local community forums, and LHD engagements, to collaborate with LHD in equity strategy and wellness and prevention activities.

11. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. MCP must document these QI activities in policies and procedures.

12. Population Needs Assessment ("PNA"). MCP will meet the PNA requirements by demonstrating meaningful participation in LHD's Community Health Assessments and Community Health Improvement Plans processes in the service area(s) where MCP operates.[2] MCP must coordinate with LHD to develop a process to implement DHCS guidance regarding the PNA requirements once issued. MCP must work collaboratively with LHD to develop and implement a process to ensure that MCP and LHD comply with the applicable provisions of the PNA guidance within 90 days of issuance.

[2] CalAIM: Population Health Management Policy Guide (updated August 2023), available at: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide-August-Update081723.pdf

13. **Non-Contracted LHD Services.** If LHD does not have a separate Network Provider Agreement with MCP and provides any of the following services as an out-of-network provider:

a. sexually transmitted infection ("STI") screening, assessment, and/or treatment;
b. family planning services;
c. immunizations; and
d. HIV testing and counseling

MCP must reimburse LHD for these services at no less than the Medi-Cal Fee-For-Service ("FFS") rate as required by the Medi-Cal Managed Care Contract and as described in Exhibit C of this MOU.

14. **Data Sharing and Confidentiality.** The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely, maintained securely and confidentially, and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. **Data Exchange.** MCP must, and LHD is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include Member demographic, behavioral, dental and physical health information, diagnoses, progress notes, assessments, medications prescribed, laboratory results, and known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services provided or arranged for by LHD; for ensuring the confidentiality of exchanged information and data; and after obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit G of this MOU. The Parties must annually review and, if appropriate, update Exhibit G to facilitate sharing of information and data.

i. MCP must, and LHD is encouraged to, share information necessary to facilitate referrals as described in Section 7 and further set forth in the Program Exhibits. The data elements to be shared must be agreed upon jointly by the Parties, reviewed annually, and set forth in this MOU.

ii. Upon request, MCP must provide the immunization status of the Members to LHD pursuant to the Medi-Cal Managed Care Contract and as may be described in Exhibit G.

b. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulation Section

438.10 and in accordance with APL 22-026. MCP must make available an application program interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulation Sections 438.242(b) and 438.10(h).

15. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute, difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. MCP must, and LHD should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and LHD must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within 30 Working Days of initiating such dispute or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.

b. Disputes between MCP and LHD that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be forwarded by LHD to DHCS. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

c. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

16. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by LHD who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., LHD cannot provide any service, financial aid, or other benefit to an individual that is different, or is provided in a different manner, from that provided to others by LHD.

17. General.

a. **MOU Posting.** MCP must post this executed MOU on its website.

b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified,

return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the State of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create any relationship between LHD and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither LHD nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts, signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby

terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

Partnership HealthPlan of California

Signature:
Name: Sonja Bjork
Title: CEO
Notice Address: 4665 Business Center Dr.
Fairfield, CA 94534

Date:

Tehama County Health Services Agency – Public Health

Signature:
Name: Jayme Bottke
Title: Executive Director
Notice Address: P.O. Box 400
Red Bluff, CA 96080

Date:

Exhibits A and B.

Programs (e.g., California Children's Services)	Designated MCP Liaison	Designated LHD Program Liaison(s)
California Children's Services		Kelly Burton, SPHN kelly.burton@tchsa.net
Maternal Child and Adolescent Health		Kelly Burton, SPHN kelly.burton@tchsa.net
WIC		Laura Burlison, Program Manager laura.burlison@tchsa.net
Immunization		Kelly Burton, SPHN kelly.burton@tchsa.net
Communicable Disease and Treatment		Amy Condie, PHN III amy.condie@tchsa.net
All LHD MOU Programs	Brigid Gast, RN Senior Director of Care Management bgast@partnershiphp.org	Minnie Sagar, PH Director minnie.sagar@tchsa.net

Exhibit C. Non-Contracted LHD Services.

This Exhibit C governs LHD's provision of any of the services listed below only to the extent that such services are provided by LHD as a non-contracted Provider of MCP Covered Services. If LHD has a Network Provider Agreement with MCP pursuant to which any of these services are covered, such Network Provider Agreement governs.

a. Immunizations. MCP is responsible for providing all immunizations to Members recommended by the Centers for Disease Control and Prevention ("CDC") Advisory Committee on Immunization Practices ("ACIP") and Bright Futures/American Academy of Pediatrics ("AAP") pursuant to the Medi-Cal Managed Care Contract and must allow Members to access immunizations through LHD regardless of whether LHD is in MCP's provider network, and MCP must not require prior authorization for immunizations from LHD.

i. MCP must reimburse LHD for immunization services provided under this MOU at no less than the Medi-Cal FFS rate.

ii. MCP must reimburse LHD for the administration fee for immunizations given to Members who are not already immunized as of the date of immunization, in accordance with the terms set forth in APL 18-004.

b. Sexually Transmitted Infections ("STI") Services, Family Planning, and HIV Testing and Counseling. MCP must ensure Members have access to STI testing and treatment, family planning, and HIV testing and counseling services, including access through LHD pursuant to 42 United States Code Sections 1396a(a)(23) and 1396n(b) and 42 Code of Federal Regulations Section 431.51.

i. MCP must not require prior authorization or referral for Members to access STI, family planning or HIV testing services.

ii. MCP must reimburse LHD for STI services under this MOU at a rate no less than the Medi-Cal FFS rate for the diagnosis and treatment of an STI episode, as defined in Policy Letter No. 96-09.

iii. MCP must reimburse LHD for family planning services at a rate no less than the appropriate Medi-Cal FFS rate for services listed in Medi-Cal Managed Care Contract (Specific Requirements for Access to Program and Covered Services), provided to Members of childbearing age to temporarily or permanently prevent or delay pregnancy.

iv. If LHD provides HIV testing and counseling services to Members, MCP, in accordance with the Medi-Cal Managed Care Contract and federal law, including, but not limited to, 42 U.S.C. §§ 1396a(a)(23) and 1396n(b) and 42 Code of Federal Regulations Section 431.51, must reimburse LHD at a rate no less than the Medi-Cal FFS rate for such services as defined in PL § 96-09.

c. Reimbursement. MCP must reimburse the aforementioned STI testing and treatment, family planning, and HIV testing and counseling services only if LHD submits to MCP the appropriate billing information and either treatment records or documentation of a Member's refusal to release medical records to MCP.

Exhibit D. Tuberculosis ("TB") Screening, Diagnosis, Treatment, and Care Coordination.

1. **Parties' Obligations.**

a. MCP must ensure access to care for latent tuberculosis infection ("LTBI") and active TB disease and coordination with LHD TB Control Programs for Members with active tuberculosis disease, as specified below.

b. MCP must arrange for and coordinate outpatient diagnostic and treatment services to all Members with suspected or active TB disease to minimize delays in initiating isolation and treatment of infectious patients. These outpatient services include physical examination, drug therapy, laboratory testing, and radiology.

c. MCP must consult with LHD to assess the risk of noncompliance with drug therapy for each Member who requires placement on anti-TB drug therapy, in accordance with the Medi-Cal Managed Care Contract.

2. **Care Coordination.**

a. **LTBI Testing and Treatment.**

i. **TB Risk Assessment.** MCP must provide screening through Network Providers for LTBI in all Members with risk factors for TB infection as recommended by the U.S. Preventive Services Task Force ("USPSTF") and the AAP.[3] The CDPH TB Risk Assessment Tools[4] should be used to identify adult and pediatric patients at risk for TB.

ii. **TB Testing.** MCP should encourage Network Providers to offer TB testing to Members who are identified with risk factors for TB infection and should recommend the Interferon Gamma Release Assay ("IGRA") blood test for Members when screening for LTBI in order to comply with current standards outlined by the CDC, CDPH, the California TB Controllers Association, and/or the American Thoracic Society ("ATS")[6] for conducting TB screening.

iii. **Other Diagnostic Testing and Treatment.** MCP must arrange for and coordinate outpatient diagnostic and treatment services to all Members with LTBI. These outpatient services include physical examination, drug therapy, laboratory testing, and radiology.

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[3] AAP, Red Book Report of the Committee on Infectious Diseases, 32nd Ed., available at: https://publications.aap.org/redbook/book/347/chapter/5748923/Introduction

[4] CDPH, TB Risk Assessment Tools, available at: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Risk-Assessment.aspx

[5] California Tuberculosis Controllers Association ("CTCA"), Latent Tuberculosis Infection Guidance for Preventing Tuberculosis in California, available at: https://ctca.org/guidelines/guidelines-latent-tuberculosis-infection-guideline/

[6] ATS/Infectious Diseases Society of America/CDC Clinical Practice Guidelines: Diagnosis of Tuberculosis in Adults and Children, available at: https://www.thoracic.org/statements/resources/tb-opi/diagnosis-of-tuberculosis-in-adults-and-children.PDF

iv. **LTBI Treatment.** MCP should instruct Network Providers to ensure Members have access to LTBI treatment in accordance with the updated 2023 USPSTF Recommendation[7] and CDC LTBI Treatment Guidelines[8], which recommend treating individuals diagnosed with LTBI.

b. **Reporting of Known or Suspected Active TB Cases.**

i. MCP must require Network Providers to report to LHD by electronic transmission, phone, fax, and/or the Confidential Morbidity Report[9] known or suspected cases of active TB disease for any Member residing within Tehama County within one day of identification in accordance with Cal. Code Regs. tit. 17 Section 2500.

ii. MCP must obtain LHD's Health Officer (or designee's) approval in the jurisdiction where the hospital is located, prior to hospital discharge or transfer of any patients with known or suspected active TB disease.[10]

c. **Active TB Disease Testing and Treatment.**

i. MCP is encouraged to ensure Members are referred to specialists with TB experience (e.g., infectious disease specialist, pulmonologist) or to LHD's TB clinic, when needed or applicable.

ii. **Treatment Monitoring**. MCP must provide Medically Necessary Covered Services to Members with TB, such as treatment monitoring, physical examinations, radiology, laboratory, and management of drug adverse events, including but not limited to the following:

1. Requiring Network Providers to obtain at least monthly sputum smears and cultures for acid-fast bacillus until there is a documented conversion to negative culture and referring patients unable to spontaneously produce sputum specimens to sputum induction or BAL, as needed.

2. Promptly submitting initial and updated treatment plans to LHD at least every three months until treatment is completed.

3. Reporting to LHD when the patient does not respond to treatment or misses an appointment.

4. Promptly reporting drug susceptibility results to LHD and ensuring access to rapid molecular identification and drug resistance testing during diagnosis and treatment as recommended by LHD.

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[7] US Preventive Services Task Force, Screening for Latent Tuberculosis Infection in Adults (May 2, 2023): https://jamanetwork.com/journals/jama/fullarticle/2804319?utm_campaign=articlePDF&utm_medium=articlePDFlink&utm_source=articlePDF&utm_content=jama.2023.3954

[8] CTCA, Latent Tuberculosis Infection Guidance for Preventing Tuberculosis in California, available at: https://ctca.org/guidelines/guidelines-latent-tuberculosis-infection-guideline/.

[9] CDPH, TB Confidential Morbidity Report, available at: https://www.cdph.ca.gov/CDPH%20Document%20Library/ControlledForms/cdph110b.pdf.

[10] Cal. Health & Safety Code Sections 121365 and 121367 grant local health officers with the authority to issue any orders deemed necessary to protect the public health which may include authorizing the removal to, detention in, or admission into, a health facility or other treatment facility.

iii. Treatment.

1. LHD and MCP must coordinate the provision of medication prescriptions for each Member to fill at an MCP-approved pharmacy.

2. LHD should coordinate the provision of TB treatment and related services, including for the provision of a treatment plan, with the Member's primary care physician ("PCP") or other assigned clinical services provider.

3. LHD and MCP will coordinate the inpatient admission of Members being treated by LHD for TB.

iv. Case Management.

1. LHD is encouraged to refer Members to MCP for ECM and Community Supports when LHD assesses the Member and identifies a need. MCP is encouraged to require its Network Providers to refer all Members with suspected or active TB disease, to the LHD Health Officer (or designee) for Directly Observed Therapy ("DOT") evaluation and services.

2. MCP must continue to provide all Medically Necessary Covered Services to Members with TB receiving DOT.

3. MCP must assess Members with the following conditions or characteristics for potential noncompliance and for consideration for DOT: substance users, persons with mental illness; the elderly, child, and adolescent Members; persons with unmet housing needs; persons with complex medical needs (e.g., end-stage renal disease, diabetes mellitus); and persons with language and/or cultural barriers. If a Member's Network Provider believes that a Member with one or more of these risk factors is at risk for noncompliance, MCP must refer the Member to LHD for DOT.

4. LHD is responsible for assigning a TB case manager to notify the Member's PCP of suspected and active TB cases, and the TB case manager must be the primary LHD contact for coordination of care with the PCP or a TB specialist, whomever is managing the Member's treatment.

5. MCP should provide LHD with the contact information for the MCP-LHD Liaison to assist with coordination between the Network Provider and LHD for each diagnosed TB patient, as necessary.

6. LHD is responsible for assigning a TB case manager to notify the designated Network Provider of suspected and active cases, and the TB case manager must be the primary LHD contact for coordination of care with Network Providers.

d. **Case and Contact Investigations.**

i. As required by Cal. Health & Safety Code Sections 121362 and 121363, MCP must ensure that Network Providers share with LHD any testing, evaluation, and treatment information related to LHD's contact and/or outbreak investigations. The Parties must cooperate in conducting contact and outbreak investigations.

ii. LHD is responsible for conducting contact investigation activities for all persons with suspected or confirmed active TB in accordance with Cal. Health &

Safety Code Sections 121363 and 121365 and CDPH/CTCA contact investigations guidelines,[11] including:

1. Identifying and ensuring recommended testing, examination, and other follow-up investigation activities for contacts with suspected or confirmed active cases;
2. Communicating with MCP's Network Providers about guidance for examination of contacts and chemoprophylaxis; and
3. Working with Network Providers to ensure completion of TB evaluation and treatment.

iii. MCP is responsible for ensuring its Network Providers cooperate with LHD in the conduct of contact investigations,[12] including:

1. Providing medical records as requested and specified within the time frame requested;
2. Ensuring that its case management staff will be available to facilitate or coordinate investigation activities on behalf of MCP and its Network Providers, including requiring its Network Providers to provide appropriate examination of Members identified by LHD as contacts within seven days;
3. Ensuring Member access to LTBI testing and treatment and following LTBI Treatment Guidelines published by the CDC.[13]
4. Requiring that its Network Providers to provide the examination results to LHD within one day for positive TB results, including:

(a) Results of IGRA or tuberculin tests conducted by Network Providers;

(b) Radiographic imaging or other diagnostic testing, if performed; and

(c) Assessment and diagnostic/treatment plans, following evaluation by the Network Provider.

3. **Quality Assurance and Quality Improvement.** MCP must consult regularly with LHD to develop outcome and process measures for care coordination as required by this Exhibit D for the purpose of measurable and reasonable quality assurance and improvement.

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[11] CDPH/CTCA Guidelines for the Assessment of Tuberculosis Patient Infectiousness and Placement into High and Lower Risk Settings, available at: https://ctca.org/wp-content/uploads/2018/11/ctcaciguidelines117_2.pdf; CDPH TB Control Branch, Resources for Local Health Departments, available at: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx

[12] Cal. Health & Safety Code Section 121350-121460 (standards for tuberculosis control).

[13] CDC, Latent Tuberculosis Infection Resources, available at: https://www.cdc.gov/tb/publications/ltbi/ltbiresources.htm

Exhibit E. Maternal Child and Adolescent Health.

This Exhibit E governs the coordination between LHD Maternal, Child and Adolescent Health Programs ("MCAH Programs") and MCP for the delivery of care and services to Members who reside in LHD's service area and may be eligible for one or more MCAH Program to the extent such programs are offered by LHD. These MCAH programs include, but are not limited to, the California Home Visiting Program, and/or the Children and Youth with Special Health Care Needs Program.

1. **Parties' Obligations.**

a. Per service coverage requirements under Medi-Cal for Kids and Teens, previously known as Early and Periodic Screening, Diagnostic, and Treatment ("EPSDT"),[14] MCP must ensure the provision of all screening, preventive, and Medically Necessary diagnostic and treatment services for Members under 21 years of age.

b. The MCP Responsible Person serves, or may designate a person at MCP to serve, as the day-to-day liaison with LHD specifically for MCAH Programs (e.g., the MCP-MCAH Liaison); the MCP-MCAH Liaison is listed in Exhibit A (the designated person may be the same as the MCP-LHD Liaison). MCP must notify LHD of any changes to the MCP-MCAH Liaison in accordance with Section 4 of this MOU.

c. To the extent that programs are offered by LHD and to the extent LHD resources allow, LHD must administer MCAH Programs, funded by CDPH, in accordance with CDPH guidance set forth in the Local MCAH Programs Policies and Procedures manual[15] and other guidance documents.

d. The LHD Responsible Person may also designate a person to serve as the day-to-day liaison with MCP specifically for one or more MCAH Programs (e.g., LHD Program Liaison(s)); the LHD Program Liaison(s) is listed in Exhibit B. LHD must notify MCP of changes to the LHD Program Liaison in accordance with Section 5 of this MOU.

2. **Referrals to, and Eligibility for and Enrollment in, MCAH Programs.**

a. MCP must coordinate, as necessary, with the Network Provider, Member, and MCAH Program to ensure that the MCAH Program receives any necessary information or documentation to assist the MCAH Program with performing an eligibility assessment or enrolling a Member in an MCAH Program.

b. MCP must collaborate with LHD to update referral processes and policies designed to address barriers and concerns related to referrals to and from MCAH Programs.

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[14] Additional guidance available in APL 23-005: https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL23-005.pdf

[15] CDPH, Local MCAH Programs Policies and Procedures (updated May 2023), available at: https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf

c. LHD is responsible for providing MCP with information regarding how MCP and its Network Providers can refer to an MCAH Program, including, as applicable, referral forms, links, fax numbers, email addresses, and other means of making and sending referrals to MCAH Programs. LHD is responsible for working with MCP, as necessary, to revise referral processes and to address barriers and concerns related to referrals to MCAH Programs.[16]

d. LHD is responsible for the timely enrollment of, and follow-up with, Members eligible for MCAH Programs in accordance with MCAH Programs' enrollment practices and procedures and to the extent LHD resources allow. LHD must assess Member's eligibility for MCAH Programs within 30 Working Days of receiving a referral.

e. LHD is responsible for coordinating with MCAH Programs to conduct the necessary screening and assessments to determine Members' eligibility for and the availability of one or more MCAH Programs and coordinate with MCP and/or its Network Providers as necessary to enroll Members.[17]

f. LHD MCAH Programs are not entitlement programs and may deny or delay enrollment if programs are at capacity.

3. Care Coordination and Collaboration.

a. MCP and LHD must coordinate to ensure Members receiving services through MCAH Programs have access to prevention and wellness information and services. LHD is encouraged to assist Members with accessing prevention and wellness services covered by MCP, by sharing resources and information with Members about services for which they are eligible, to address needs identified by MCAH Programs' assessments.

b. MCP must screen Members for eligibility for care management programs such as CCM and ECM, and must, as needed, provide care management services for Members enrolled in MCAH Programs, including comprehensive perinatal services, high-risk pregnancies, and children with special health care needs. MCP must engage LHD, as needed, for care management and care coordination.

c. MCP should collaborate with MCAH Programs on perinatal provider technical support and communication regarding perinatal issues and service delivery and to monitor the quality of care coordination.

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[16] CDPH, Local MCAH Programs Policies and Procedures, available at: https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf

[17] CDPH, Local MCAH Programs Policies and Procedures, available at: https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf

4. **Coordination of Medi-Cal for Kids and Teens (formerly EPSDT) Services**.[18]

i. Where MCP and LHD have overlapping responsibilities to provide services to Members under 21 years of age, MCPs must do the following:

1. Assess the Member's need for Medically Necessary EPSDT services, including mental, behavioral, social, and/or developmental services, utilizing the AAP Periodicity Table[19] and the CDC's ACIP child vaccination schedule[20], the required needs assessment tools.

2. Determine what types of services (if any) are being provided by MCAH Programs, or other third-party programs or services.

3. Coordinate the provision of services with the MCAH Programs to ensure that MCP and LHD are not providing duplicative services and that the Member is receiving all Medically Necessary EPSDT services within 60 calendar days following the preventive screening or other visit identifying a need for treatment regardless of whether the services are Covered Services under the Medi-Cal Managed Care Contract.

5. **Quarterly Meetings.**

a. MCP must invite the LHD Responsible Person and LHD Program Liaison(s) for MCAH Programs to participate in MCP quarterly meetings as needed to ensure appropriate committee representation, including a local presence, and in order to discuss and address care coordination and MOU-related issues. Other MCAH Program representatives may be permitted to participate in quarterly meetings.

b. MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by LHD, such as local county meetings, local community forums, and county engagements, to collaborate with LHD for MCAH Programs on equity strategy and prevention activities.

6. **Quality Improvement.** MCP and LHD must ensure issues related to MCAH Program coordination and collaboration are included when addressing barriers to carrying out the obligations under this MOU.

7. **Data Information and Exchange.**

The Parties will ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely, maintained securely and in compliance with the requirements set forth in Section 14 of this MOU.

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[18] Additional guidance available in APL 23-005: https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL 23-005.pdf

[19] AAP Periodicity Table available at: https://downloads.aap.org/AAP/PDF/periodicity_schedule.pdf

[20] CDC ACIP Child Vaccination Schedule available at: https://www.cdc.gov/vaccines/hcp/acip-recs/index.html

Exhibit F.

The Parties will ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely, maintained securely and in compliance with the requirements set forth in Section 14 of this MOU.

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: Partnership HealthPlan of California

Contract Description: For the purpose of providing services to Medi-Cal beneficiaries

APPROVED AS TO FORM:



Date: 09/30/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

ATTACHMENT G: WIC MEMORANDUM OF UNDERSTANDING

COVER PAGE

Memorandum of Understanding

between PARTNERSHIP HEALTHPLAN OF CALIFORNIA and TEHAMA COUNTY HEALTH SERVICES AGENCY Relating to WIC Services

This Memorandum of Understanding ("MOU") is entered into by **PARTNERSHIP HEALTH PLAN OF CALIFORNIA** ("MCP") and **COUNTY OF TEHAMA**, through it's Health Services Agency ("Agency"), effective as of date executed by both parties ("Effective Date").

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract, Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP ("Members") are able to access and/or receive services, including Medi-Cal for Kids and Teens (the Early and Periodic Screening, Diagnostic, and Treatment ("EPSDT") benefit) services, as well as other services that may not be covered by MCP, in a coordinated manner from MCP and Agency; and

WHEREAS, the Parties desire to ensure that Members receive services for which they may be eligible in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided; and

WHEREAS, the Parties desire to work together to promote and support local, regional, and statewide efforts to provide food assistance, nutrition education and breastfeeding counseling, and access to health and social services to pregnant individuals, new parents and guardians, persons up to their first birthday (one year of age) ("Infants"), and persons over one year of age and up to their fifth birthday (five years of age) ("Children"); and

WHEREAS, the Parties understand and agree that to the extent that any data exchanged in furtherance of this MOU is protected health information ("PHI") or Personally Identifiable Information ("PII") derived from California Department of Public Health's ("CDPH") management information system for the Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC" or "WIC Program") or otherwise collected, created, maintained, stored, transmitted, or used by Agency pursuant to its local agency agreement with CDPH, Agency must comply with all applicable federal and State statutes and regulations governing confidential information for the WIC Program and any underlying CDPH/WIC agreement terms and conditions that impose restrictions on the access, use, and disclosure of WIC data.

In consideration of the mutual agreements and promises hereinafter, the Parties agree as follows:

1. **Definitions.** Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS") or 7 Code of Federal Regulations Section 246.2, unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with the Agency Responsible Person,

facilitate quarterly meetings in accordance with Section 9 of this MOU, and ensure MCP's compliance with this MOU as described in Section 4 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in MCP practices.

b. "MCP-Agency Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and Agency as described in Section 4 of this MOU. The MCP-Agency Liaison must ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "Agency Responsible Person" means the person designated by Agency to oversee coordination and communication with MCP and ensure Agency's compliance with this MOU as described in Section 5 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in Agency practices.

d. "Agency Liaison" means Agency's designated point of contact responsible for acting as the liaison between MCP and Agency as described in Section 5 of this MOU. The Agency Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, should facilitate quarterly meetings in accordance with Section 9 of this MOU, and should provide updates to the Agency Responsible Person as appropriate. It is recommended that the Agency Liaison have WIC Program subject matter expertise.

2. Term. This MOU is in effect as of the Effective Date and continues for a three year term, or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU.

a. The WIC Program is authorized by Section 17 of the Child Nutrition Act of 1966, 42 United States Code Section 1786, and administered by CDPH. Agency is a public or private, nonprofit health or human service agency that, pursuant to a local agency agreement with CDPH, certifies applicant eligibility for the WIC Program and provides WIC Program benefits to participants.

b. Pursuant to the separate local agency agreement with CDPH, Agency provides WIC Program services to eligible persons in accordance with federal and State statutes and regulations governing the WIC Program ("WIC Services"). (42 United States Code Section 1786; 7 Code of Federal Regulations Section 246; Health and Safety Code Section 123275 et seq.; 22 California Code of Regulations Section 40601 et seq.) WIC Services include supplemental foods, nutrition education, and referrals to or information regarding other health-related or public assistance programs. (See 7 Code of Federal Regulations Sections 246.1, 246.7(b), 246.10, 246.11.)

c. Nothing in this MOU is intended to supersede, or conflict with, Agency's agreement with CDPH or CDPH's oversight authority over Agency's provision of WIC Services and the requirements applicable thereto. Should any conflict arise, the terms of Agency's agreement with CDPH will control.

d. This MOU governs coordination between Agency and MCP relating to the provision and delivery of MCP's Covered Services and WIC Services to Members.

e. As set forth in federal law, “WIC Participants” are Pregnant Women, women up to one year postpartum who are breastfeeding their Infants (“Breastfeeding Women”), women up to six months after termination of pregnancy (“Postpartum Women”), Infants, and Children who are receiving supplemental foods via the WIC Card under the WIC Program, and the breastfed Infants of participant Breastfeeding Women. (7 Code of Federal Regulations Section 246.2 [defining participants as well as Pregnant Women, Postpartum Women, Breastfeeding Women, Infants, and Children for purposes of WIC Program participation].)

f. As set forth in federal law, “WIC Applicants” are Pregnant Women, Breastfeeding Women, Postpartum Women, Infants, and Children who are applying to receive WIC benefits, as well as the breastfed Infants of applicant Breastfeeding Women. (7 Code of Federal Regulations Section 246.2 [defining applicants].)

g. Agency provides referrals to or information regarding other health-related or public assistance programs to both WIC Applicants and WIC Participants. All other WIC Services are available exclusively to Members who are WIC Participants and the parents and guardians of Infant or Child participants in the case of nutrition education. The provision of WIC Services by Agency to Members must be limited to Members who are WIC Applicants, WIC Participants, or the parents or guardians thereof, as applicable, and rendered in accordance with the statutes and regulations governing the WIC Program (see, e.g., 42 United States Code Section 1786(d); 7 Code of Federal Regulations Sections 246.2, 246.7) as well as the terms of Agency’s local agency agreement with CDPH.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by MCP’s Network Providers and other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The Associate Director of Population Health, the designated MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP’s compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with Agency, as required by Section 9 of this MOU;

ii. Report on MCP’s compliance with the MOU to MCP’s compliance officer no less frequently than quarterly. MCP’s compliance officer is responsible for MOU compliance oversight reports as part of MCP’s compliance program and must address any compliance deficiencies in accordance with MCP’s compliance program policies;

iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;

iv. Ensure the appropriate levels of MCP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from Agency are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for MCP’s employees responsible for carrying out activities under

this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or may designate a person at MCP to serve, as the MCP-Agency Liaison, the point of contact and liaison with Agency. The MCP-Agency Liaison is listed in Exhibit A of this MOU. MCP must notify Agency of any changes to the MCP-Agency Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five Working Days of the change.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. Agency Obligations.

a. **Provision of Covered Services**. Agency is responsible for services provided or made available by Agency.

b. **Oversight Responsibility.** The Public Health Director, the designated Agency Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing Agency's compliance with this MOU. The Agency Responsible Person serves, or may designate a person to serve, as the designated Agency Liaison, the point of contact and liaison with MCP. The Agency Liaison is listed in Exhibit B of this MOU. Agency must notify MCP of any changes to the Agency Liaison in writing as soon as reasonably practical but no later than the date of change, except when such prior notification is not possible, in which case notice must be provided within five Working Days of the change.

6. Training and Education.

a. To ensure compliance with this MOU, MCP must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for MCP's Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, MCP must provide this training within 60 Working Days of the Effective Date. Thereafter, MCP must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and WIC Services to its Network Providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP must provide Members and Network Providers with educational materials related to accessing Covered Services and WIC Services provided by Agency, including:

i. Information about WIC Services, including who is eligible for WIC Services; how WIC Services can be accessed; WIC Program referral processes, including referral forms, links, fax numbers, email addresses, and other means of

making and sending WIC Program referrals; referral processes for therapeutic formulas; and care coordination approaches; and

ii. Information on nutrition and lactation topics, food insecurity screening, and cultural awareness.

c. MCP must provide Agency, Members, and Network Providers with training and/or educational materials, which may include the MCP provider manual, on how MCP's Covered Services and any carved-out services may be accessed, including during nonbusiness hours, and information on MCP's relevant Covered Services and benefits such as doula services; lactation consultation services and other breastfeeding support services, including breast pump availability, related supplies, and issuance; outpatient services; Community Health Worker services, dyadic services; and related referral processes for such services.[1]

The Parties may agree to additional requirements such as:

- *Provided Agency obtains the appropriate approvals required by its local agency agreement*
- *The Parties may share their applicable training and educational materials with each other to ensure the information in their respective training and educational materials includes an accurate set of services provided or arranged for by each Party and is consistent with MCP and Agency policies and procedures, and with clinical practice standards.*
- *Provided Agency obtains the appropriate approvals required by its local agency agreement with CDPH prior to using or developing materials for the WIC Program, the Parties may develop and share outreach communication materials and develop initiatives to share resources about MCP and Agency with individuals who may be eligible for MCP's Covered Services and/or WIC Services.*
- *MCP must include Agency outreach communications to inform Members about WIC on its website and in its Member education materials, Member handbook, and other appropriate materials, including placing the WIC website link [www.myfamily.wic.ca.gov and/or local WIC link] on its website.*

7. Referrals.

a. **Referral Process.** The Parties must work collaboratively to develop policies and procedures that ensure WIC-eligible Members are referred to the appropriate WIC Services and MCP's Covered Services. Referrals made pursuant to this MOU and any policies and procedures related thereto must comply with Section 13 of this MOU.

[1] Additional guidance is available at All-Plan Letter ("APL") 22-016, APL 22-031, and APL 22-029.

i. The Parties must facilitate referrals to Agency for Members who may meet the eligibility criteria for WIC Services.

ii. MCP must refer and document the referral to Agency of Members who are Pregnant Women, Breastfeeding Women, Postpartum Women, or the legal guardians of Members who are Infants or Children, including referrals made as part of the initial evaluation of newly pregnant individuals, pursuant to 42 Code of Federal Regulations Section 431.635(c) and any relevant DHCS guidance.

iii. MCP must have policies and procedures to identify and refer, and to ensure its Network Providers identify and refer, to Agency those Members who may be eligible for WIC Services.

1. As part of the referral, or as soon as possible thereafter, MCP must assist the Network Provider, Member, and Agency, as necessary, with sharing the Member's name, address, relevant portions of the medical record, Medi-Cal number, and contact information (such as the Member's phone/email on file) as well as a copy of the Member's current (within the past 12 months) hemoglobin and hematocrit laboratory values with Agency as soon as possible. If the Member has not yet had these laboratory tests, MCP must coordinate with the Network Provider and Member to assist the Member with obtaining such laboratory tests as soon as possible.

2. MCP must ensure its Network Providers share with Agency relevant information from patient visits, including, without limitation, height and weight measurements, hemoglobin/hematocrit values, blood lead values, immunization records for Infants and Children, and health conditions when referring their patients to Agency and/or when requested by Agency. MCP must also ensure that its Network Providers share with Agency all WIC Program documentation, including necessary CDPH WIC Program forms.

iv. MCP must collaborate with Agency to update referral processes and policies designed to address barriers and concerns related to referrals and delays in service delivery.

v. Agency should refer Members to MCP for MCP's Covered Services, including any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management. However, if Agency is also a Community Supports Provider or an ECM Provider pursuant to a separate agreement between MCP and Agency for Community Supports or ECM services, this MOU does not govern Agency's provision of Community Supports or ECM services.

vi. Upon notification from MCP that a Member may be eligible for WIC Services, and in accordance with its normal practices and procedures governing WIC application and certification, Agency must conduct the applicable screening and assessments to determine whether the Member is eligible for WIC Services.

vii. Agency must provide MCP with current information about WIC referral process(es), including referral forms, links, fax numbers, email addresses, and other means of making and sending referrals to Agency. Agency must work with MCP, as necessary, to revise referral processes and address barriers and concerns related to referrals.

viii. Agency is responsible for the timely enrollment of, and follow-up with, Members eligible for WIC Services in accordance with the processing standards

set forth in 7 Code of Federal Regulations Section 246.7(f) and California Code of Regulations, Title 22, Section 40675.

ix. As Agency is the payor of last resort, MCP and Agency must coordinate to ensure MCP understands Agency's processes and procedures for providing Members with therapeutic formula as appropriate. MCP must ensure its Network Providers are informed of and follow the requirements for assisting Members in obtaining therapeutic formula from Agency as appropriate. The following information must be included with the WIC referral after submitting a prior authorization (PA) to Medi-Cal Rx for provision of therapeutic formula, including submission of the following information with the referral: (1) a copy of the Medi-Cal Rx PA denial notification upon receipt from Medi-Cal Rx or an attestation from the Provider that the request has been submitted to and denied by Medi-Cal Rx, and (2) a completed WIC Medical Formula and Nutritionals Request Form or a prescription or hospital discharge papers that contain: the WIC Participant's first and last name, a qualifying medical diagnosis, the name of the therapeutic formula or medical nutritional, amount required per day, length of time prescribed in months, WIC authorized food restrictions (if applicable), the Network Provider's signature or signature stamp, contact information of the Network Provider who wrote the medical documentation, and the date the Network Provider signed the medical documentation.

8. Care Coordination and Collaboration.

a. **Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.

ii. The Parties must discuss and address individual barriers Members face in accessing MCP's Covered Services and/or WIC Services at least quarterly.

iii. MCP must have policies and procedures in place to maintain collaboration with Agency and to identify strategies to monitor and assess the effectiveness of this MOU.

b. **Population Health Management.** In order for MCP to ensure Members have access to Medi-Cal for Kids and Teens benefits and perinatal services, MCP must coordinate with Agency as necessary. MCP must undertake such activities in accordance with the Medi-Cal Managed Care Contract, DHCS Population Health Management Program, and policy guidance,[2] with a focus on high-risk populations such as Infants and Children with special needs and perinatal African Americans, Alaska Natives, and Pacific Islanders.

[2] Ibid.

c. **Maternity and Pediatric Care Coordination.** MCP must implement processes to coordinate WIC Participant care between Agency and Network Providers in primary care; in obstetrics-gynecology; in pediatric care settings, with Network Providers and hospitals where WIC Participants deliver; and for WIC Participants transitioning from inpatient deliveries to outpatient postpartum and pediatric care settings. Agency is prohibited from charging costs associated with performing these activities to the WIC Program except to the extent that the costs are permissible under applicable federal authorities and the terms and conditions of Agency's local agreement with CDPH.

i. MCP must provide care management services for Members who are WIC Participants, as needed, including for high-risk pregnancies and Infants and Children with special needs, and engage Agency, as needed, in care management and care coordination.

ii. MCP must ensure that its Network Providers arrange for the lactation services, or any relevant services outlined in applicable DHCS policy letters, and all lactation support requirements outlined in the Medi-Cal Managed Care Contract and Policy Letter 98-010, which includes breastfeeding promotion and counseling services as well as the provision of breast pumps and donor human milk for fragile Infants.

iii. Agency may advise MCP when WIC Participants who are Members need lactation support services. MCP must arrange for breastfeeding peer counseling services.

iv. MCP must assist Members, as necessary, with the referral process and relevant follow-up to ensure Members obtain therapeutic formula from the appropriate source in a timely manner.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly, in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns such as barriers or issues related to referrals for therapeutic formulas, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

i. Within 30 Working Days after each quarterly meeting, MCP must post on its website the date and time the quarterly meeting occurred and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill MCP's obligations under the Medi-Cal Managed Care Contract and this MOU.

ii. MCP must invite the Agency Responsible Person, Agency Liaison, and Agency executives to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

iii. MCP must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

b. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by Agency, such as local county meetings, local community forums, and Agency engagements, to collaborate with Agency in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. MCP must document these QI activities in its policies and procedures.

11. Data Sharing and Confidentiality. The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws, including but not limited to federal law governing the access, use, and disclosure of WIC Program information. Under federal law, confidential WIC Applicant and WIC Participant information is any information about a WIC Applicant or WIC Participant, whether it is obtained from the WIC Applicant, WIC Participant, or another source, or generated as a result of a WIC application or WIC certification or participation, that individually identifies a WIC Applicant or WIC Participant and/or family member(s). WIC Applicant or WIC Participant information is confidential, regardless of the original source and exclusive of previously applicable confidentiality provided in accordance with other federal, State, or local law. (7 Code of Federal Regulations Section 246.26(d)(1)(i).) Agency's sharing of confidential WIC Applicant and WIC Participant information with MCP must comply with 7 Code of Federal Regulations Section 246.26.

a. **Data Exchange.** MCP must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. Agency is encouraged to share the necessary minimum information and data to facilitate referrals and coordinate care under this MOU. Agency must secure appropriate written consent from WIC Participants and WIC Applicants on a form approved by CDPH before exchanging confidential WIC Participant and WIC Applicant information with MCP, and any exchange must comply with the requirements set forth in 7 Code of Federal Regulations Section 246.26(d)(4). The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements are to be shared as agreed upon by the Parties as set forth in Exhibit C of this MOU, contingent on the receipt of Members' appropriate written consent. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data.

b. The Parties must enact policies and procedures to implement the following

requirements with regard to information sharing:

i. The Parties must collaborate to implement data linkages to streamline the referral process from MCP or its Network Providers to Agency to reduce the administrative burden on Agency and to increase the number of Members enrolled in WIC.

ii. The data exchange process must consider how to facilitate the provision of the following information from MCP or its Network Providers: proof of pregnancy, height and weight of Infants at birth, pregnant individuals' pre-pregnancy height and weight, immunization history, wellness check information, social drivers of health information as agreed upon by the Parties, and any additional information agreed upon by the Parties.

iii. To the extent individual authorization is required, the Parties must obtain authorization to share and use information for the purposes contemplated in this MOU in a manner that complies with applicable laws and requirements.

c. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application program interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. MCP must, and Agency should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, the Parties must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated.

b. Disputes between MCP and Agency that cannot be resolved in a good faith attempt between the Parties within [*suggested: 15 Working Days*] of initiating such dispute must be forwarded by MCP to DHCS and may be forwarded by Agency to DHCS. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

c. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

13. Equal Treatment.

a. Pursuant to 7 Code of Federal Regulations Section 246.3(b) and Title VI, 42 United States Code Section 2000d et seq., Agency cannot provide any service, financial aid, or other benefit to an individual that is different, or is provided in a different manner, from that provided to others under the WIC Program. Nothing in this MOU is intended to benefit or prioritize Members over WIC Participants who are not Members.

b. Agency is prohibited from directing or recommending that an individual choose or refrain from choosing a specific MCP, and MCP is prohibited from directing or recommending that an individual choose or refrain from choosing a specific agency that provides WIC Services.

c. Agency is prohibited from making decisions intended to benefit or disadvantage a specific MCP, and MCP is prohibited from making decisions intended to benefit or disadvantage a specific agency that provides WIC Services.

14. General.

a. **MOU Posting.** MCP must post this executed MOU on its website.

b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, MCP may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCP's obligations under this MOU. Agency may delegate its obligations under this MOU only to the extent permitted by applicable law and the local agency agreement with CDPH. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-

Cal Managed Care Contract, amended or modified in Agency's local agency agreement with CDPH, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the State of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between Agency and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither Agency nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts, signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

Partnership HealthPlan of California

Signature:
Name: Sonja Bjork
Title: CEO
Notice Address: 4665 Business Center Dr.
Fairfield, CA 94534

Date:

Tehama County Health Services Agency

Signature:
Name: Jayme Bottke
Title: Executive Director
Notice Address: P.O. Box 400
Red Bluff, CA 96080

Date:

Exhibits A and B

EXHIBIT A
4b.
Monika Brunkal BS Pharm
Associate Director Population Health Department
Partnership HealthPlan of California
mbrunkal@partnershiphp.org
707-863-4442
4665 Business Center Drive
Fairfield, CA 94534

Exhibit B
5b.
(County Mental Health Plan)

Minnie Sagar
Public Health Director
minnie.sagar@tchsa.net
530-527-8491 x3612
PO Box 400
1860 Walnut Street, Suite C
Red Bluff, CA 96080

Exhibit C

Data Elements

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E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Partnership HealthPlan of California

Contract Description: For the purpose of the coordination of the Women, Infants & Children (WIC) program

APPROVED AS TO FORM:



Date: 11/04/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1079 **Agenda Date:** 6/23/2026 **Agenda #:** 17.

HEALTH SERVICES AGENCY / ANIMAL SERVICES / AGRICULTURE / ENVIRONMENTAL HEALTH / SHERIFF / PARKS

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director of Health Services Agency and other Department heads to sign the Agreement with Butte County, through its Department of Public Health, for public health laboratory testing services to be utilized by various County Departments, with a maximum compensation not to exceed $20,000, effective 7/1/26 and shall terminate on 6/30/29

Financial Impact:
The Health Services Agency's costs for this Agreement will be paid for using the health realignment dollars for Public Health. The General Fund will be utilized for the remaining County Departments including the Department of Agriculture, Animal Services, Environmental Health, Sheriff's Office, and Parks & Recreation. The Departments will be responsible for their own Department's fees based on the services they each utilize.

Background Information:
This is a renewal Agreement with Butte County Public Health for laboratory testing services that Tehama County Health Services Agency (TCHSA), Department of Agriculture, Animal Services, Environmental Health, Sheriff's Office, and Parks & Recreation will utilize on an as needed basis.

If this Agreement is not approved, Tehama County departments will lose the capability to test specimens for communicable diseases.

AGREEMENT
BETWEEN
THE COUNTY OF TEHAMA
AND
COUNTY OF BUTTE

This agreement is entered into between the County of Tehama, ("Tehama") and the County of Butte a political subdivision of the State of California, hereinafter referred to as ("Butte") through its Department of Public Health, for the purpose of public health lab testing services for communicable diseases.

1. RESPONSIBILITIES OF BUTTE

During the term of this agreement, Butte shall:

A. Provide Public Health Laboratory testing services for Tehama County Health Services Agency as described in the most current Butte County Master Fee Schedule, attached hereto and incorporated as Exhibit B.

B. Use the procedures approved by the California Department of Public Health ("CDPH") in providing these Public Health laboratory tests. Butte County Public Health Laboratory ("BCPHL") shall maintain its compliance with the minimum requirements of a public health laboratory according to the California Code of Regulations, Title 17, Section 1078, available at (https://govt.westlaw.com/calregs/Document/I9C12BDD15A2011EC8227000D3A7C4BC3?viewType=FullText&listSource=Search&originationContext=Search+Result&transitionType=SearchItem&contextData=(sc.Search)&navigationPath=Search%2fv1%2fresults%2fnavigation%2fi0a899cf90000019249e57f127c70bc16%3fppcid%3d443323db4b484b4786377cdaa93ec5df%26Nav%3dREGULATION_PUBLICVIEW%26fragmentIdentifier%3dI9C12BDD15A2011EC8227000D3A7C4BC3%26startIndex%3d1%26transitionType%3dSearchItem%26contextData%3d%2528sc.Default%2529%26originationContext%3dSearch%2520Result&list=REGULATION_PUBLICVIEW&rank=1&t_T1=17&t_T2=1078&t_S1=CA+ADC+s) and shall take part in quality control procedures deemed necessary by the CDPH during the time period of this agreement.

C. Submit written or web-based reports of laboratory test results, per California Code of Regulations, Title 17, available at (https://govt.westlaw.com/calregs/Index?transitionType=Default&contextData=%28sc.Default%29) to Tehama's designated contact person or designee on a timely basis. Further, Butte shall report by telephone to the contact person for Public Health, test results of diagnostic significance.

D. Report unsatisfactory specimens, as defined by samples that don't meet standardized testing protocols, to Tehama within 24 hours of receipt.

E. Provide a thirty-day advance notice advising Tehama of any revisions to the Butte County Master Fee schedule approved by the Butte County Board of Supervisors.

2. RESPONSIBILITIES OF TEHAMA

A. Submit a properly completed Butte County Public Health Laboratory Submittal Form per request for laboratory testing, attached hereto and incorporated as Exhibit C.

B. Authorized official must complete and submit the "Client Contact Information Confirmation" form to BCPHL annually, attached hereto and incorporated as Exhibit D.

C. Notify BCPHL that specimen shall be transported to their laboratory via email at Phlab@buttecounty.ca.gov.

D. Deliver all specimen in accordance with approved laboratory protocols to BCPHL located at 695 Oleander Avenue in Chico, CA 95926, which is open Monday through Friday 8:00 am to 5:00 pm unless there is a holiday. Closed for lunch: 12:00 pm to 1:00 pm.

E. Tehama shall compensate Butte for said services pursuant to Section 3 and 4 of this agreement.

3. COMPENSATION

Butte shall be paid in accordance with the rates set forth in the Butte County Master Fee Schedule, attached hereto as Exhibit B, after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $20,000.00. Butte shall not be entitled to payment or reimbursement for any tasks or services

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

4. BILLING AND PAYMENT

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

Butte will individually bill each Tehama department directly. Invoices for each Tehama department shall be sent to the following address:

Tehama County Health Services Agency
Attn: Accounts Payable
PO Box 400
Red Bluff, CA 96080

Tehama County Animal Services
PO Box 38
Red Bluff, CA 96080

Tehama County Department of Agriculture
PO Box 38
Red Bluff, CA 96080

Tehama County Environmental Health
633 Washington St.
Room 36
Red Bluff, CA 96080

Tehama County Sheriff's Office
PO Box 729
Red Bluff, CA 96080

Tehama County Parks Department
727 Oak St.
Red Bluff, CA 96080
(The name of the park must be referenced on all invoices)

5. TERM OF AGREEMENT

This agreement shall commence July 1, 2026, and shall terminate on June 30, 2029, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

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

Tehama'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. Butte 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. Butte specifically acknowledges that in entering into and executing this agreement, Butte 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 Butte, Butte may not assign, transfer, delegate or sublet any interest herein without the prior written consent of Tehama.

9. EMPLOYMENT STATUS

Butte 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 Tehama to exercise discretion or control over the professional manner in which Butte performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Butte shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of Tehama is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Butte 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 Butte, if Butte were an employee of Tehama. Tehama shall not be liable for deductions for any amount for any purpose from Butte's compensation. Butte shall not be eligible for coverage under the County of Tehama's Workers Compensation Insurance Plan nor shall Butte be eligible for any other County of Tehama benefit.

10. INDEMNIFICATION

Butte shall defend, hold harmless, and indemnify Tehama, 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 Tehama), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of Tehama) being damaged, arising out of Butte's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Butte shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Butte shall also defend and indemnify Tehama 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 Tehama with respect to Butte'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

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

12. PREVAILING WAGE

Butte 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, Butte 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, Tehama shall maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and shall make this information available to any interested party upon request. Butte shall defend, indemnify, and hold 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 Butte or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Butte specifically acknowledges that Tehama has not affirmatively represented to Butte 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, Butte hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

13. NON-DISCRIMINATION

Butte 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 the Tehama County Resolution No. 2021-140, Tehama 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. Butte 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 Butte 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 Tehama 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 law's provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Butte County, California.

17. AUTHORITY

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

18. NOTICES

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

If to Tehama:	Chief Administrator 727 Oak St. Red Bluff, CA 96080 (530) 527-4655
If to Butte:	Butte County Public Health Lab 695 Oleander Dr. Chico, CA 95926 (530) 891-2747

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

19. NON-EXCLUSIVE AGREEMENT

Butte understands that this is not an exclusive agreement, and that Tehama shall have the right to negotiate with and enter into agreements with others providing the same or similar services to

those provided by Butte, or to perform such services with Tehama's own forces, as Tehama desires.

20. STANDARDS OF THE PROFESSION

Butte 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 Butte has been properly licensed to practice.

21. LICENSING OR ACCREDITATION

Where applicable the Butte 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. HARASSMENT

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

25. ELECTORNIC SIGNATURES

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. Civ. 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.

26. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

BUTTE acknowledges that it is a “health care provider” for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. BUTTE agrees to use individually identifiable healthcare information obtained from TEHAMA only for purposes of providing diagnostic or treatment services to patients.

BUTTE agrees to report to TEHAMA any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. BUTTE shall make this report by the next business day following discovery of the use, disclosure, or security incident.

27. GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI)

Butte shall notify Tehama in writing if services or any work under this Contract includes or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Butte shall immediately notify Tehama of any new or previously unreported GenAI technology. At direction of Tehama, Butte shall discontinue the use of any

new or previously used GenAI technology that materially impacts functionality, risk, or contract performance until use of such GenAI technology has been approved by Tehama. Failure of Butte to disclose past or present GenAI use to Tehama may be considered breach of contract by Tehama at its sole discretion. Tehama is entitled to seek any and all relief to which it may be entitled as a result of such non-disclosure. Tehama reserves the right to amend this Contract, without additional cost, to incorporate additional GenAI Special Provisions into this Contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to Tehama.

28. ADA TITLE II WEB AND MOBILE ACCESSIBILITY COMPLIANCE

Butte shall ensure all digital content, products, and services provided under this Contract, including, but not limited to, web content, websites, web-based systems, mobile applications, electronic documents, multimedia content, and any third-party digital materials provided or integrated by Butte, comply with Title II of the Americans with Disabilities Act (ADA) (42 U.S.C. § 12131 et seq.), 28 CFR Part 35, and all applicable U.S. Department of Justice regulations. Effective April 24, 2026, all such digital content shall conform to the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA, as published by the World Wide Web Consortium (W3C), or any successor standard formally adopted by the U.S. Department of Justice. Compliance shall include accessibility for individuals with disabilities, including those with visual, auditory, physical, speech, cognitive, and neurological disabilities and compatibility with commonly used assistive technologies. Butte shall be responsible for the accessibility compliance of all subcontractors, vendors, and third-party platforms used in performance of this Contract. Upon request, Butte shall provide Tehama written assurance, testing results, or other documentation demonstrating compliance. Any accessibility deficiencies identified by Tehama or required by law shall be promptly corrected by Butte at no additional cost to Tehama and within timelines specified by Tehama. Failure to meet these requirements shall constitute a material breach of this Contract.

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

COUNTY OF TEHAMA

Date: _____

_____
Jayme S. Bottke, Executive Director of Health Services Agency

Date: _____

_____
Thomas A. Moss, Agricultural Commissioner/ Sealer of Weights & Measures

Date: _____

_____
Dave Kain, Sheriff-Coroner

Date: _____

_____
Tia Branton, Director Department of Environmental Health

Date: _____

_____
Levi Connor, Facilities Maintenance Director Department of Parks and Recreation

COUNTY OF BUTTE

Date: _____

_____
Dennis Schmidt, Interim Director Butte County Department of General Services

Approved as to Form:
BUTTE COUNTY COUNSEL

Date: _____

_____
Reviewed for Contract Policy Compliance

Date: _____

By: _____
General Services Contracts Division

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 affecting 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

DEPARTMENT OF PUBLIC HEALTH
202 Mira Loma Drive, Oroville, CA 95965
(P) 530.552.4000 (F) 530.538.2164

MASTER FEE SCHEDULE

	Fee Name	Unit	Amount	Fee Type/Code
	PUBLIC HEALTH - LABORATORY			
A	**Mycobacteriology**			
1	AFB Smear only	Per Procedure	$17	User Fee
2	AFB Smear and Culture	Per Procedure	$45	User Fee
3	AFB Biopsy Smear & Culture	Per Procedure	$45	User Fee
4	AFB AST Testing	Per Procedure	$45	User Fee
B	**Bacteriology**			
1	Gram Stain	Per Test	$95	User Fee
2	Pertussis Culture (Whooping Cough)	Per Test	$125	User Fee
3	Bacterial Isolate for Identification	Per Test	$189	User Fee
4	Specimen for Identification	Per Test	$65	User Fee
	Bacterial Isolate for BT-Rule Out	Each	$158	User Fee
C	**Enteric Cultures**			
1	Routine Screen for Pathogens	Per Test	$65	User Fee
2	Routine Screen for Pathogen Clearance - (Salmonella and Shigella only)	Per Test	$189	User Fee
3	Enteric Isolate for Identification	Per Test	$189	User Fee
4	Enteric Isolate for Identification - EEC only	Per Test	$189	User Fee
	Bacterial AST Testing	Per Test	$189	User Fee
D	**Mycology**			
1	Fungus Identification Test (isolate)	Per Test	$28	User Fee
2	Fungus Identification Test (from clinical sample)	Per Exam	$47	User Fee
3	Yeast Identification Test	Per Test	$86	User Fee
4	Mycology AST Testing	Per Test	Actual Cost	User Fee
E	**Rabies**			
1	Bat	Per Procedure	$66	User Fee
2	Necropsy and Test			
	a 0-80 lb. animal	Per Procedure	$135	User Fee
	b 80 lb. and above	Per Procedure	$158	User Fee
3	Reference Testing - Staining and Reading Only	Per Test	$53	User Fee
F	**Insect / Ectoparasite**			
1	Insect / Ectoparasite Identification	Per Procedure	$28	User Fee
G	**Syphilis Serology**			
1	RPR - Qualitative	Per Test	$42	User Fee
2	RPR - Quantitative	Per Test	$42	User Fee
3	Confirmatory Test (TPPA)	Per Test	$112	User Fee

DEPARTMENT OF PUBLIC HEALTH
202 Mira Loma Drive, Oroville, CA 95965
(P) 530.552.4000 (F) 530.538.2164

MASTER FEE SCHEDULE

	Fee Name	Unit	Amount	Fee Type/Code
H	**Tick**			
1	Identification	Per Test	$19	User Fee
2	IFA Testing for Borrelia Burgdorferi (lyme)	Per Test	$40	User Fee
J	**Phlebotomy**			
1	Phlebotomy - Single or Multiple Tube Draw Fee	Per Procedure	$95	User Fee
K	**Molecular Testing**			
1	Chlamydia trachomatis/Neisseria gonorrhea	Per Test	$62	User Fee
2	HCV Quantitative	Per Test	$76	User Fee
3	Mycoplasma genitalium	Per Test	$45	User Fee
4	Norovirus	Per Test	$83	User Fee
5	Trichomonas vaginalis	Per Test	$39	User Fee
6	SARS COV2-Flu-RSV - Panther	Per Test	$64	User Fee
7	SARS COV2-Flu-RSV - GeneXpert	Per Test	$64	User Fee
8	Sequencing Test	Per Test	$64	User Fee
9	Mycobacterium tuberculosis-RIF GeneXpert	Per Test	$64	User Fee
L	**Parasites**			
1	Stool Ova & Parasite (O&P)	Per Test	$189	User Fee
2	Pinworm	Per Test	$47	User Fee
3	Malaria Smear	Per Test	$189	User Fee
4	Cryptosporidia/Giardia DFA (Direct Fluorescent Antibody)	Per Test	$142	User Fee
5	Worm & Miscellaneous Identification	Per Test	$95	User Fee
M	**Water Testing**			
1	Water Testing - Colilert	Per Test	$28	User Fee
N	**Environmental**			
1	West Nile Virus Pool Testing - District / County Partners	Per Test	$189	User Fee
2	Food Testing - District / County Partners	Per Test	$284	User Fee
O	**Referred to Reference Lab**			
1	Referred to Reference Lab - For Identification (ID) or Susceptibility Testing	Per Test	Actual Cost	User Fee
P	**Packaging and Shipping**			
1	Overnight			
a	Overnight within California	Per Package	$18	User Fee
b	Overnight, Outside California	Per Package	$78	User Fee
2	Courier Services			
a	In-County	Per Hour	$284	User Fee
b	Out-of-county	Per Hour	$379	User Fee

DEPARTMENT OF PUBLIC HEALTH
202 Mira Loma Drive, Oroville, CA 95965
(P) 530.552.4000 (F) 530.538.2164

MASTER FEE SCHEDULE

	Fee Name	Unit	Amount	Fee Type/Code
Q	**Hourly Rate for Services Provided by the Laboratory Division of the Public Health Department**			
1	Hourly Rate for Services Provided by the Laboratory Division of the Public Health Department	Per Hour	$189	User Fee
2	Health Officer / Lab Director	Per Hour	$221	User Fee
3	Non-Diagnostic General Health Assessment (NGHA)	Per Assessment	$100	User Fee

For fees related to Title 17 no charge. For a full list of services offered under Title 17 refer to the test menu or reach out to the Laboratory.

Per hour fees to be charged in 15 minute increments.

Department of Public Health Lab fees effective July 1, 2025.

Exhibit C

Public Health Laboratory
Mark Pandori, Ph.D., HCLD (ABB) Laboratory Director
CLIA #05D0617090
695 Oleander Avenue | T: 530.891.2747
Chico, California 95926 | F: 530.895.6660
buttecounty.net/publichealth

Reserved for lab use

Submittal Form - General

Date Collected: ____/_____ MRN: _____ Accession#: _____

Name (Last): _____ Name (First): _____ Date of Birth _____/_____/_____

Address: _____ Sex ☐ F ☐ M Pregnant ☐ Y ☐ N

Race/Ethnicity

☐ American Indian or Alaska Native ☐ Native Hawaiian or Other Pacific Islander ☐ Other Race
☐ Asian ☐ White
☐ Black or African American

☐ Hispanic
☐ Not Hispanic
☐ Unknown

☐ Butte County Coroner	☐ Butte County Juvenile Hall	☐ CSU-Chico Student Health	☐ Oroville Hospital Lab
☐ Butte County Jail	☐ Butte County Sheriff	☐ Enloe Hospital Lab	☐ Shasta County PHL
☐ BCPH Clinic- Oroville	☐ Butte County PH IDC	☐ Glenn County PH	☐ Tehama PH
☐ BCPH Clinic- Chico			☐ Other: _____

☐ BAL	☐ Ear	☐ Fluid Source:_____	☐ Plasma	☐ Stool	☐ Urine
☐ Blood	☐ Endocervical		☐ Rectal	☐ Throat	☐ Vaginal
☐ Bronch wash	☐ Environmental	☐ Lymph node	☐ Serum	☐ Tissue Site: _____	☐ Wound
☐ Bronchial brushing	☐ Eye	☐ Nail	☐ Sinus		☐ Other _____
☐ Cervical	☐ Gastric aspirate	☐ Nose	☐ Skin	☐ Tracheal aspirate	_____
☐ CSF	☐ Hair	☐ NP	☐ Sputum	☐ Urethral	

Mycobacteriology
- ☐ AFB Smear
- ☐ AFB Culture
- ☐ MTB/RIF
- ☐ AFB isolate for Susceptibilities

Mycology
- ☐ Fungal Culture- Clinical Sample
- ☐ Fungal ID - Isolate
- ☐ Mycology isolate for Susceptibilities
- ☐ Yeast ID- Isolate

Serology
- ☐ RPR-Qualitative
- ☐ RPR-Quantitative
- ☐ TPPA- Confirmatory test
- ☐ Measles-Serology
- ☐ Other: _____

Bacteriology
- ☐ Gram Stain
- ☐ Pertussis Culture
- ☐ Bacterial ID-Isolate
- ☐ Clinical Sample- Screen for Pathogens
- ☐ Stool Culture- Screen for Pathogens
- ☐ Stool- Clearance for: _____
- ☐ Stool ID-Isolate
- ☐ Bacterial Isolate for Susceptibilities
- ☐ Carbapenemase Testing
- ☐ Other: _____

Public Health
- ☐ BT-Rule Out of: _____
- ☐ Salmonella ☐ Shigella Isolate
- ☐ Shiga Toxin confirmation
- ☐ Other: _____

Molecular Testing
- ☐ Chlamydia trachomatis
- ☐ Neisseria gonorrhoeae
- ☐ Mycoplasma genitalium
- ☐ Trichomonas vaginalis
- ☐ Norovirus
- ☐ Sars-Flu A/B-RSV
- ☐ Measles PCR
- ☐ West Nile Virus
- ☐ Other: _____

Parasitology
- ☐ Stool O&P
- ☐ Pinworm
- ☐ Malaria
- ☐ Crypto/Giardia IFA
- ☐ Worm Identification

***Prior approval from BC-IDC is required before testing for the following: Measles, Mumps, Ebola, Botulism, and Hantavirus.**

2025 Version 3, 06/18/2025

Exhibit D

Butte County Public Health Administration
Monica Soderstrom, RN, PHN, *Director*
Dr. Jarett Beaudoin, MD, MPH, *Health Officer*

T: 530.552.4000 • F: 530.538.2164

CLIENT CONTACT INFORMATION CONFIRMATION

All laboratory results are considered to be confidential records, and therefore, subject to the Health Insurance Portability and Accountability Act (HIPAA). In order for Butte County Public Health Laboratory to transmit test results to requester agencies via fax, US mail, or email, the fields below must be completed fully, signed by an authorized official, and updated annually.

To comply with HIPPA:

· The fax machine (or fax system) used to receive results is located in an area where the transmission of confidential records is secured for privacy.

· All of our faxed documents have the following notice:

Unless otherwise indicated or obvious from the nature of the transmittal, the information in this facsimile message is privileged and confidential information intended for the use of the person named below. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, please immediately notify us by telephone, and return the original message to us by mail. Thank you.

1. Facility Name: _____

2. Address: _____

3. Phone Number: _____

4. Secure Fax Number for Receiving Results: _____

5. Secure Email Address for Receiving Results: _____

6. Contact Person: _____

7. Form Completed By: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Once completed Fax to BCPHL 530-895-6660 or email Phlab@buttecounty.ca.gov

202 Mira Loma Drive • Oroville, California 95965
buttecounty.net/610/publichealth

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Butte County Public Health Department

Contract Description: For the purpose of Public Health lab services.

APPROVED AS TO FORM:



Date: 06/09/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0999 **Agenda Date:** 6/23/2026 **Agenda #:** 18.

PUBLIC WORKS DEPARTMENT / PURCHASING

Requested Action(s)
a) Request approval of the following bidders list for the "Transportation Cost-Based Bid for RoadMaterials"; and further authorize the Purchasing Agent to make purchases from the list pursuant to established procedures, with the approximate combined total of 20,050 tons:

1) Tehama Asphalt for the following products:
   a) Cold Mix Asphalt in the amount of $135.63 per ton
   b) Asphalt Concrete ½" PG64-10 in the amount of $95.48 per ton

2) Tullis Inc. for the following products:
   a) Class II Crushed Aggregate Base ¾" in the amount of $13.94 per ton
   b) Class 2 RSP Rock Material in the amount of $32.18 per ton
   c) Cold Mix Asphalt in the amount of $134.06 per ton
   d) Asphalt Concrete ½" PG64-10 in the amount of $80.44 per ton
   e) ¼ Ton Rip Rap in the amount of $32.18 per ton

3) Lepage Company Inc for the following products:
   a) Class 2 RSP Rock Material in the amount of $39.68 per ton
   b) ¼ Ton Rip Rap in the amount of $37.00 per ton

4) Knife River Construction -Orland for the following products:
   a) Asphalt Concrete ½" PG64-10 in the amount of $90.09

5) Knife River Construction - Chico for the following products:
   a) Asphalt Concrete ½" PG64-10 in the amount of $127.19

6) Thomes Creek Rock for the following product:
   a) Class II Crushed Aggregate in the amount of $15.55

Financial Impact:
Funding is currently available in the Fiscal Year 2026-27 Budget in 102-3011-53280

Background Information:
The Public Works Department uses Class II Crushed Aggregate Base, Class 2 RSP Rock, Asphalt Concrete, Rip Rap Rock and Cold Mix Asphalt for various road repair and provides the lowest total County cost for each project, the Department is requesting approval to use the following alternative competitive bidding process:

1) Each vendor submits their bid for the purchase price of the material and identifies the location

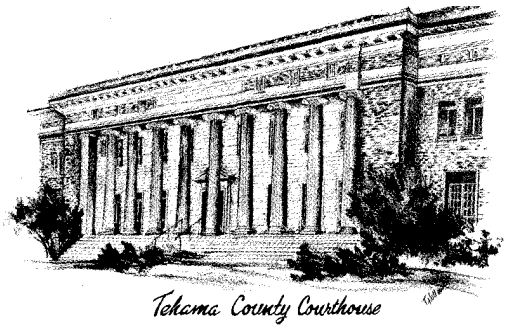
of their plant
2) Based upon the foregoing, the Board approves the bid list, and authorizes the Purchasing Agent to make purchases from that list in accordance with this procedure, up to a specified amount
3) For each road repair and maintenance project, the Purchasing Agent will determine the distance between the job site and each vendor's plant and will assign a transportation cost factor (calculated at $3.90/mile) to each vendor. This cost factor will then be added to the vendor's bid price for the material to determine which vendor provides the lowest total County cost for that project. The Purchasing Agent will make a sub-award and issue a Purchase Order to that vendor.

Under Tehama Code section 4.24.080, subdivision (c), the method and extent of bidding procedures for the purchase of supplies, etc. shall be prescribed by the Board of Supervisors. The foregoing alternative procedure is within the Board's authority and will ensure that the County has the ability to timely obtain materials at the lowest cost possible.

The Purchasing Department received zero bids for both Css-1h Tack Oil and UPM Cold Mix. The Public Works Department will negotiate directly with vendors for this product this fiscal year.

Board of Supervisors
COUNTY OF TEHAMA

District 1 – Rob Burroughs
District 2 – Tom Walker
District 3 – Steve Zane
District 4 – Matt Hansen
District 5 – Greg Jones


Tehama County Courthouse

Gabriel Hydrick
Chief Administrator

NOTICE IS HEREBY GIVEN that the County of Tehama will receive sealed bids pursuant to County of Tehama, State of California Specifications for each item for the period commencing on date of approval by the Board of Supervisors through June 30, 2024 in accordance with the information and specifications on file in the Office of the Tehama County Purchasing Agent, 727 Oak Street, Red Bluff, CA. 96080, for the following:

CLASS II CRUSHED AGGREGATE BASE
¾" APPROXIMATELY 4,000 TONS
CLASS II RSP ROCK MATERIAL
(FRACTURED ROCK) PER BID SPECIFICATIONS APPROXIMATELY 1,000 TONS
ASPHALT CONCRETE
½" Type A Hot Mix W/PG64-10 AGGREGATE PER BID SPECIFICATIONS APPROXIMATELY 13,000 TONS
¼ TON RIP RAP
Conforming to Caltrans Specifications, Section 72, Rock Grading for Method B Placement
APPROXIMATELY 1,000 TONS
COLD MIX ASPHALT
(CUT BACK) ½" MAX., FINE GRADE PER BID SPECIFICATIONS APPROXIMATELY 1,000 TONS
Css-1h TACK OIL
APPROXIMATELY 50 TONS

Bid must be received at the Office of the Purchasing Agent, 727 Oak Street, Red Bluff, California 96080 not later than 3 p.m. on June 3, 2026. Bids shall be submitted in sealed envelopes and marked "**Road Materials**". The selection process will be based upon criteria including, but not limited to price, product availability, and proximity to worksite.

Tehama County reserves the right to reject any or all bids and/or waive any irregularity in any bid received. Bidders may bid on individual items and will be selected based on individual material bids.

Debbie Schmidt – Deputy Purchasing Agent

** Please publish in the Daily News on May 13, 2026. Send proof of publication and statement to Tehama County Purchasing Dept., 727 Oak Street, Red Bluff, CA 96080

TO: COUNTY OF TEHAMA PUBLIC WORKS DEPARTMENT

1/2" PG 64-10 ASPHALT CONCRETE PER BID SPECIFICATIONS

Bids Open June 3, 2026 at 3:00 PM

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 13,000 TONS
1.	13,000	Asphalt Concrete	$ 117.50	$ 9.69	$ 127.19	$ ~~1,653,518~~ Made 1,653,420.00

Bidder's Plant Location(s):

1764 SKYWAY
CHICO CA 95928

The undersigned vendor agrees to all items as outlined in "County of Tehama, State of California – Specifications for Asphalt Concrete"

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: [signature] DATE: 6/3/26

VENDOR: KNIFE RIVER CONSTRUCTION

MAILING ADDRESS: 1764 SKYWAY CHICO CA 95928 PLANT ADDRESS 1764 SKYWAY CHICO CA 95928

PHONE: 530-891-6555 FAX: 530-894-6220

A MINIMUM OF 25 TONS IS NEEDED TO RUN THE CHICO HOT PLANT. CHICO RUNS MOST DAYS OF DRY WEATHER. CHICO PRODUCES COMMERCIAL MIX

PRICE BASED ON INDEXING PER CALTRANS

TO: COUNTY OF TEHAMA PUBLIC WORKS DEPARTMENT

1/2" PG 64-10 ASPHALT CONCRETE PER BID SPECIFICATIONS

Bids Open June 3, 2026 at 3:00 PM

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 13,000 TONS
1.	13,000	Asphalt Concrete	$ 84.00	$ 6.09	$ 90.09	$ 1,171,170.00

Bidder's Plant Location(s):

6415 Co. Rd 7
ORLAND CA 95963

The undersigned vendor agrees to all items as outlined in "County of Tehama, State of California – Specifications for Asphalt Concrete"

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: [signature] DATE: 6/3/26

VENDOR: KNIFE RIVER CONSTRUCTION

MAILING ADDRESS: 1764 SKYWAY CHICO CA 95928

PLANT ADDRESS 6415 Co Rd 7 ORLAND CA 95963

PHONE: 530-891-6555

FAX: 530 894-6220

MARC.INGVOLDSEN@KNIFERIVER.COM
530-682-0171 MOBILE#

A MINIMUM OF 300 TONS IS NEEDED TO RUN THE ORLAND HOT PLANT
WILL WORK WITH MULTIPLE CUSTOMERS TO GET TO 300 TONS

PRICE BASED ON INDEXING APPLYING PER CALTRANS

TO: COUNTY OF TEHAMA PUBLIC WORKS DEPARTMENT

CLASS II RSP ROCK MATERIAL (FRACTURED ROCK)

Bids Open June 3, 2026 at 3:00 PM

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 1,000 TONS
1.	1,000	Fractured Rock	$ 37.00	$ 2.68	$ 39.68	$ 39,680.00

Plant Location: 26950 Manton Road, Red Bluff, CA 96080

The undersigned vendor agrees to all items as outlined in "County of Tehama, State of California – Specifications for Class II Rock Slope Protection

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: [signature] DATE: 6-3-26

VENDOR: Lepage Company, Inc.

MAILING ADDRESS: P.O. Box 8151 Red Bluff, CA 96080

PLANT ADDRESS 26950 Manton Road Red Bluff CA 96080

PHONE: 530-529-9901 FAX: 530-529-9903

TO: COUNTY OF TEHAMA PUBLIC WORKS DEPARTMENT

¼ TON RIP RAP

Bids Open June 3, 2026 at 3:00 PM

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 1,000 TONS
1.	1,000	¼ TON RIP RAP	$34.50	$2.50	$37.00	$37,000.00

Plant Location: 26950 Manton Road, Red Bluff, CA 96080

The undersigned vendor agrees to all items as outlined in "County of Tehama, State of California – Specifications for ¼ TON RIP RAP

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: JP LEPAGE DATE: 6-3-26

VENDOR: Lepage Company, Inc.

MAILING ADDRESS: P.O. Box 8151 Red Bluff, CA 96080

PLANT ADDRESS: 26950 Manton Road Red Bluff CA 96080

PHONE: 530-529-9901 FAX: 530-529-9903

TO: COUNTY OF TEHAMA PUBLIC WORKS DEPARTMENT

1/2" PG 64-10 ASPHALT CONCRETE PER BID SPECIFICATIONS

Bids Open June 3, 2026 at 3:00 PM

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 13,000 TONS
1.	13,000	Asphalt Concrete	$88.00	$7.48	$95.48	$1,241,240.00

Bidder's Plant Location(s):

Tehama Asphalt
21040 State Hwy 36 W
Red Bluff CA 96080

The undersigned vendor agrees to all items as outlined in "County of Tehama, State of California – Specifications for Asphalt Concrete"

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: [signature] President DATE: 6/3/26

VENDOR: Tehama Asphalt

MAILING ADDRESS: 22645 Fisher Rd Red Bluff CA 96080

PLANT ADDRESS 21040 State Hwy 36 W Red Bluff CA

PHONE: (530) 567-9021

FAX: bk.ramsey@att.net

TO: COUNTY OF TEHAMA PUBLIC WORKS DEPARTMENT

COLD MIX ASPHALT

Bids Open June 3, 2026 at 3:00 PM

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 1,000 TONS
1.	1,000	Cold Mix Asphalt	$ 125.00	$ 10.63	$ 135.63	$ 135,630.00

Plant Location: 21040 State Hwy 36 W Red Bluff CA

The undersigned vendor agrees to all items as outlined in "County of Tehama, State of California – Specifications for ½" Max, Fine Grade, Cold Mix Asphalt Patch Material."

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: [signature] President Tehama Asphalt
DATE: 6/3/26

MAILING ADDRESS: 22645 Fisher Rd Red Bluff CA 96080
PLANT ADDRESS: 21040 State Hwy 36 W Red Bluff CA

PHONE: (530) 567-9021
FAX: bk.ramsey@att.net

TO: COUNTY OF TEHAMA PUBLIC WORKS DEPARTMENT

CLASS II CRUSHED AGGREGATE BASE

Bids Open June 3, 2026 at 3:00 PM

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 4,000 TONS
1.	4,000	¾" Class II Crushed AB	$ 14.50	$ 1.05	$ 15.55	$ 62,200

Plant Location: 6069 Hwy 99W, Corning, CA 96021

The undersigned vendor agrees to all items as outlined in "County of Tehama, State of California – Specifications for Class II Crushed Aggregate Base

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: _____ DATE: 5/13/2026

VENDOR: Thomes Creek Rock Co Inc

MAILING ADDRESS: 6069 Hwy 99W Corning, CA 96021

PLANT ADDRESS: Same

PHONE: 530-824-0191

FAX: N/a email: tcrock16@yahoo.com

TO: COUNTY OF TEHAMA PUBLIC WORKS DEPARTMENT

CLASS II CRUSHED AGGREGATE BASE

Bids Open June 3, 2026 at 3:00 PM

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 4,000 TONS
1.	4,000	¾" Class II Crushed AB	$ 13.00	$ 0.94	$ 13.94	$ 55,760.00

Plant Location: 6507 EASTSIDE RD., ANDERSON, CA

The undersigned vendor agrees to all items as outlined in "County of Tehama, State of California – Specifications for Class II Crushed Aggregate Base

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: [signature] DATE: 5-13-2026

VENDOR: TOLLIS, INC.

MAILING ADDRESS: BX 493416 REDDING, CA 96049

PLANT ADDRESS: 6507 EASTSIDE RD., ~~REDDING~~ ANDERSON, CA

PHONE: 530-241-5105 FAX: 530-241-5570

TO: COUNTY OF TEHAMA PUBLIC WORKS DEPARTMENT

CLASS II RSP ROCK MATERIAL (FRACTURED ROCK)

Bids Open June 3, 2026 at 3:00 PM

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 1,000 TONS
1.	1,000	Fractured Rock	$ 30.00	$ 2.18	$ 32.18	$ 32,180.00

Plant Location: 10936 IRON MT. RD., REDDING, CA

The undersigned vendor agrees to all items as outlined in "County of Tehama, State of California – Specifications for Class II Rock Slope Protection"

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: _____ DATE: 5-23-2026

VENDOR: TULLIS INC.

MAILING ADDRESS: BX 494341 REDDING, CA 96049 PLANT ADDRESS 10936 IRON MT. RD., REDDING, CA

PHONE: 530-241-5185 FAX: 530-241-5570

TO: COUNTY OF TEHAMA PUBLIC WORKS DEPARTMENT

1/2" PG 64-10 ASPHALT CONCRETE PER BID SPECIFICATIONS

Bids Open June 3, 2026 at 3:00 PM

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 13,000 TONS
1.	13,000	Asphalt Concrete	$75.00	$5.44	$80.44	$1,045,720.00

Bidder's Plant Location(s):

16939 Clear Cr. Rd.
Redding, CA

The undersigned vendor agrees to all items as outlined in "County of Tehama, State of California – Specifications for Asphalt Concrete"

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: _____ DATE: 5-23-2026

VENDOR: TOLLIS, INC.

MAILING ADDRESS: Box 493416 Redding, CA 96049

PLANT ADDRESS 16939 Clear Cr. Rd. Redding, CA

PHONE: 530-241-5105

FAX: 530-241-5570

TO: COUNTY OF TEHAMA PUBLIC WORKS DEPARTMENT

COLD MIX ASPHALT

Bids Open June 3, 2026 at 3:00 PM

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 1,000 TONS
1.	1,000	Cold Mix Asphalt	$ 125.00	$ 9.06	$ 134.06	$ 134,060.00

Plant Location: 16939 CLEAR CR. RD. REDDING, CA

The undersigned vendor agrees to all items as outlined in "County of Tehama, State of California – Specifications for ½" Max, Fine Grade, Cold Mix Asphalt Patch Material."

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: _____ DATE: 5-23-2026

MAILING ADDRESS: P.O. BOX 493416 REDDING, CA 96049 PLANT ADDRESS: 16939 CLEAR. CR. RD, REDDING, CA

PHONE: 530-241-5105 FAX: 530-241-5570

TO: COUNTY OF TEHAMA PUBLIC WORKS DEPARTMENT

¼ TON RIP RAP

Bids Open June 3, 2026 at 3:00 PM

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 1,000 TONS
1.	1,000	¼ TON RIP RAP	$30.00	$2.18	$32.18	$32,180.00

Plant Location: 10936 IRON MT. RD., REDDING, CA

The undersigned vendor agrees to all items as outlined in "County of Tehama, State of California – Specifications for ¼ TON RIP RAP

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: [signature] DATE: 5-23-2026

VENDOR: TOLLIS, INC.

MAILING ADDRESS: BX 493416 REDDING, CA 96049

PLANT ADDRESS: 10936 IRON MT. RD., REDDING, CA

PHONE: 530-241-5105 FAX: 530-241-5570

TEHAMA COUNTY PUBLIC WORKS DEPARTMENT
BID RECAP FOR COLD MIX ASPHALT

Bid Opening: 06/03/2026 @ 3:00 pm

VENDOR	Unit Price Per Ton	Tax/Unit Ton	Total Unit Price	Extended Total 1,000 Tons	Plant Location	Comments
Tehama Asphalt	$125.00	$10.63	$135.63	$135,625.00	21040 State Hwy 36 W. Red Bluff	Total differs due to rounding
Tullis Inc	$125.00	$9.06	$134.06	$134,062.50	16939 Clear Creek Rd, Redding	Total differs due to rounding

TEHAMA COUNTY PUBLIC WORKS DEPARTMENT
BID RECAP FOR 3/4" Class 2 Crushed Aggregate Base

Bid Opening: 06/03/2026 @ 3:00 pm

VENDOR	Unit Price Per Ton	Tax/Unit Ton	Total Unit Price	Extended Total 4,000 Tons	Plant Location	Comments
Tullis Inc	$13.00	$0.94	$13.94	$55,770.00	6507 Eastside Road, Anderson, CA	Total differs from bid sheet due to rounding
Thomes Creek Rock	$14.50	$1.05	$15.55	$62,205.00	6069 Hwy 99W	Total differs from bid sheet due to rounding

TEHAMA COUNTY PUBLIC WORKS DEPARTMENT
BID RECAP FOR CLASS 2 RSP ROCK MATERIAL (FRACTURED ROCK)

Bid Opening: 06/03/2026 @ 3:00 pm

VENDOR	Unit Price Per Ton	Tax/Unit Ton	Total Unit Price	Extended Total 1,000 Tons	Plant Location	Comments
LePage Company	$37.00	$2.68	$39.68	$39,682.50	15381 Fawndale Rd, Redding, CA 96001	Total differs from bid sheet due to rounding
Tullis Inc	$30.00	$2.18	$32.18	$32,175.00	10936 Iron Mt Rd, Redding, CA 96001	Total differs from bid sheet due to rounding

TEHAMA COUNTY PUBLIC WORKS DEPARTMENT
BID RECAP FOR 1/4 TON RIP RAP

Bid Opening: 06/03/2026 @ 3:00 pm

VENDOR	Unit Price Per Ton	Tax/Unit Ton	Total Unit Price	Extended Total 1,000 Tons	Plant Location	Comments
Tullis Inc.	$30.00	$2.18	$32.18	$32,175.00	10936 Iron Mt Rd, Redding, CA	Total differs due to rounding
Lepage Company	$34.50	$2.50	$37.00	$37,001.25	20285 Radcliff Dr, Redding, CA 96003	Total differs due to rounding

TEHAMA COUNTY PUBLIC WORKS DEPARTMENT
BID RECAP FOR 1/2" PG 64-10 Asphalt Concrete Aggregate
Bid Opening: 06/03/2026 @ 3:00 pm

VENDOR	Unit Price Per Ton	Tax/Unit Ton	Total Unit Price	Extended Total 13,000 Tons	Plant Location	Comments
Knife River Construction	$84.00	$6.09	$90.09	$1,171,170.00	6415 Co Rd 7 Orland CA 95963	
Knife River Construction	$117.50	$9.69	$127.19	$1,653,518.75	1764 Skyway Chico, CA 95928	Total differs due to rounding
Tullis Inc	$75.00	$5.44	$80.44	$1,045,687.50	16939 Clear Creek Rd, Redding, CA	Total differs due to rounding
Tehama Asphalt	$88.00	$7.48	$95.48	$1,241,240.00	21040 State Hwy 36 Red Bluff, CA 96080	

Tehama County

Agenda Request Form

File #: 26-0795 **Agenda Date:** 6/23/2026 **Agenda #:** 19.

ADMINISTRATION

Requested Action(s)

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

1) SHERIFF - 2017 Ford Interceptor SUV, VIN 1FM5K8AR8HGA24329, County Inventory #31516, Stock #587
2) SHERIFF - 2017 Ford Interceptor SUV, VIN 1FM5K8AR2GGC61901, County Inventory #31500, Stock #940

b) Request authorization for Trindel to dispose of the property in the manner that provides the highest possible return to the County

Financial Impact:

All proceeds will be held as reimbursement to Trindel. Trindel has already provided funds to Departments for replacement vehicles in accordance with our insurance process.

Background Information:

The vehicles referenced above were determined to be total losses as a result of employee-involved accidents. Tehama County's insurance provider, Trindel, will manage the disposal of these vehicles. The Department's will follow Trindel processes for replacement vehicles.

TEHAMA COUNTY

EQUIPMENT INVENTORY REPORT

TO AUDITOR

Fund/Dept # _____ **DEPARTMENT NAME** SHERIFF

GENERAL INFORMATION

All parts of this section must be completed

County Tag #	DESCRIPTION	MFG/SERIAL/VIN #	ACQ. VALUE
31500	2016 FORD PIU #940	1FM5K8AR2GGC61901	30,874.03

PURCHASE

DATE PURCHASED *(required)*	VENDOR/SELLER	DEPT. LOCATION
4/5/16	Folsom Lake Ford	Red Bluff

DONATION

DATE DONATED	NAME OF DONOR

Purchasing Approval for Vehicle Transactions

County Stock #	Initials / Date
940	

TRANSFER

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

DELETION

Must be approved by Board of Supervisors

(_)	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	
X	Trinded Insurance	6/9/2020

BOARD APPROVAL

Prepared by: _____ **Date:** 5/7/20

Authorized Department Representative

Form A-100, 10/04 Rev 2

940

COUNTY OF TEHAMA

NOTICE OF SURPLUS VEHICLE

SHERIFF — *Department*

31500 — *Inventory (County Tag) No.*

2016 FORD PIU #940 — *Year / Make / Model*

217500 — *Odometer Reading*

1FM5K8AR2GGC61901 — *VIN*

1493349 — *License No.*

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?* **FRONT END COLLISION**

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

WHERE IS THE VEHICLE PARKED? **774 ANTELOPE BLVD. RED BLUFF CA 96080**

WHO CAN BE CONTACTED FOR MORE INFORMATION ON THIS VEHICLE?

CODY PALMER	**530-528-8979**	CPALMER@TEHAMASO.ORG
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.

CODY PALMER		5-7-25
Printed Name	*Signature*	*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 Christina Nunes, 527-4655 ext. 3013, cnunes@tehama.gov

RM 02/02/10

TEHAMA COUNTY

EQUIPMENT INVENTORY REPORT

TO AUDITOR

Fund/Dept # _____ **DEPARTMENT NAME** SHERIFF

GENERAL INFORMATION

All parts of this section must be completed

County Tag #	DESCRIPTION	MFG/SERIAL/VIN #	ACQ. VALUE
31516	2017 FORD PIU #587	1FM5K8AR8HGA24329	30,777.28

PURCHASE

DATE PURCHASED *(required)*	VENDOR/SELLER	DEPT. LOCATION
8/10/16	Folsom Lake Ford	Red Bluff

DONATION

DATE DONATED	NAME OF DONOR

Purchasing Approval for Vehicle Transactions	
County Stock #	Initials / Date
587	

TRANSFER

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

DELETION

Must be approved by Board of Supervisors

(_)	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	
X	Trindel Insurance	6/9/2016

BOARD APPROVAL

Prepared by: _____ **Date:** 5/7/16

Authorized Department Representative

Form A-100, 10/04 Rev 2

587

COUNTY OF TEHAMA

NOTICE OF SURPLUS VEHICLE

SHERIFF — *Department*

31516 — *Inventory (County Tag) No.*

2017 FORD PIU #587 — *Year / Make / Model*

184782 — *Odometer Reading*

1FM5K8AR8HGA24329 — *VIN*

1503434 — *License No.*

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?* **FRONT END COLLISION**

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

WHERE IS THE VEHICLE PARKED? **774 ANTELOPE BLVD. RED BLUFF CA 96080**

WHO CAN BE CONTACTED FOR MORE INFORMATION ON THIS VEHICLE?

CODY PALMER	**530-528-8979**	CPALMER@TEHAMASO.ORG
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.

CODY PALMER		5-7-26
Printed Name	*Signature*	*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 Christina Nunes, 527-4655 ext. 3013, cnunes@tehama.gov

RM 02/02/10

Tehama County

Agenda Request Form

File #: 26-1117 **Agenda Date:** 6/23/2026 **Agenda #:** 20.

HEALTH SERVICES AGENCY / SHERIFF / PROBATION / ENVIRONMENTAL HEALTH - Health Services Agency Interim Executive Director Michelle Schmidt

Requested Action(s)
a) Request approval and authorization for the Health Services Agency Interim Executive Director, Sheriff, Chief of Probation, and Environmental Health Director to sign and submit letters of support for the Tehama County Continuum of Care Encampment Resolution Funding (ERF) Round 5 Applications to be submitted by Tehama County Continuum of Care (Tehama CoC)

Financial Impact:
Signing these Letters of Support of Tehama County Continuum of Care's (Tehama CoC's) ERF Round 5 Applications will allow the Health Services Agency the possible benefit from receiving funds to support ongoing medical street outreach, behavioral health crisis response, and ongoing supportive services for tenants in permanent supportive housing units, and will allow the Tehama County Sheriff's Office the possible benefit of receiving funds to support activities related to addressing encampments in Tehama County.

Background Information:
The California Department of Housing and Community Development (HCD) has made funds available through Round 5 of the Encampment Resolution Funding (ERF) Program. ERF Round 5 funds were established for the following purposes:

- Assist local jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.
- Provide encampment resolution grants to local jurisdictions and continuums of care to resolve critical encampment concerns and transition individuals into safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

As an eligible applicant for ERF Round 5 funds, Tehama CoC is coordinating the development of two ERF Round 5 proposals to support eligible activities that will serve to mitigate risk and address safety concerns while ensuring a pathway for individuals living in encampments to move into safe and stable housing. Each proposal will serve a specific encampments/encampment zone within a distinct subregion of Tehama County.

- Proposal 1 (Project Identifier: Hwy 36E, I-5 & HWY 99W) proposes to address unsheltered homelessness in an encampment zone that includes sites located partially within the City of Red Bluff and partially in unincorporated areas surrounding the City of Red Bluff.
- Proposal 2 (Project Identifier: Hwy 99E & San Benito Ave) proposes to address unsheltered homelessness in the rural subregion of Tehama County in and around the City of Tehama, Los Molinos, and Gerber.

Both ERF Round 5 proposals to be submitted by Tehama CoC include support for programs to be implemented by one or more collaborative partners, including projects operated by the local

governmental agencies and nonprofit organizations. Examples include TCHSA's mobile medical outreach and behavioral health crisis response team programs, PATH's street outreach, shelter, and transitional/interim housing programs, and Empower Tehama's victim support and counseling services, among others.

Eligible Applicants who are Continuums of Care (CoCs) are required to include Letter(s) of Support from city and/or county jurisdictions in which the encampments/encampment zone to be served are located with their proposal submissions. The attached Letters of Support meet this requirement for both proposals Tehama CoC intends to submit.

June 23, 2026

RE: Letter of Support for Tehama County Continuum of Care Encampment Resolution Funding (ERF) Application (East/South Red Bluff Area; ERF Project Identifier: Hwy 36E, I-5 & HWY 99W)

To Whom It May Concern:

The County of Tehama is pleased to provide this letter in support of the Tehama County Continuum of Care's (Tehama CoC) application for Encampment Resolution Funding (ERF) through the California Department of Housing and Community Development (HCD).

The County supports Tehama CoC's application to obtain Encampment Resolution Funding (ERF) from the State of California Housing and Community Development Department (HCD) and is committed to partnering with Tehama CoC to reduce unsheltered homelessness and preserve public spaces through resolving the prioritized encampments. The proposed project will strengthen cross-system collaboration and service coordination to mitigate risk and address safety concerns while ensuring pathways for individuals living in encampments to move into safe and stable housing.

The County of Tehama is committed to collaborating closely with Tehama CoC and partner agencies throughout implementation of the proposed ERF project. The County's roles and responsibilities related to encampment resolution efforts include outreach, public health and behavioral health services, crisis response, benefits access, public safety coordination, and site restoration activities.

- Tehama County Health Services Agency (TCHSA) provides a range of services that support individuals experiencing unsheltered homelessness. In addition to offering traditional medical, behavioral health and substance use recovery services, TCHSA operates a Mobile Outreach program on-site at locations frequented by unsheltered residents, which offers basic health screenings and wellness monitoring and facilitates connections to medical care, behavioral health services, and substance use recovery services, coordinates the behavioral health Mobile Crisis Team, and provides ongoing supportive services for tenants residing in permanent supportive housing.
- The Tehama County Sheriff's Office assists in identifying encampments and coordinating public safety and site access activities associated with encampment response efforts in collaboration with community partners.

- Tehama County Probation and Environmental Health support post-resolution cleanup and restoration activities at public sites following encampment resolution efforts.

The County of Tehama commits to coordinating with Tehama CoC and its collaborative partners regarding any potential encampment abatement activities occurring within prioritized encampment zones to help ensure coordinated outreach, communication, service engagement, and appropriate transition planning for affected individuals.

Additionally, as a member of the Tehama County Encampment Policy Group currently engaged in the collaborative development of a Regional Encampment Response Policy for the County, Cities, and Continuum of Care in Tehama County that fully complies with the California Interagency Council on Homelessness (Cal ICH) Guidance on Addressing Encampments, the County commits to adopting the Regional Encampment Response Policy within three months of any award made as a result of Tehama CoC's ERF application.

The County of Tehama appreciates the opportunity to partner with Tehama CoC in addressing homelessness through collaborative, humane, and housing-focused solutions and strongly supports this application for funding.

Should you have other questions regarding this matter, please reach out to me at 530-_____.

Sincerely,

June 23, 2026

RE: Letter of Support for Tehama County Continuum of Care Encampment Resolution Funding (ERF) Application (Tehama/Los Molinos/Gerber Area; ERF Project Identifier: Hwy 99E & San Benito Ave)

To Whom It May Concern:

The County of Tehama is pleased to provide this letter in support of the Tehama County Continuum of Care's (Tehama CoC) application for Encampment Resolution Funding (ERF) through the California Department of Housing and Community Development (HCD).

The County supports Tehama CoC's application to obtain Encampment Resolution Funding (ERF) from the State of California Housing and Community Development Department (HCD) and is committed to partnering with Tehama CoC to reduce unsheltered homelessness and preserve public spaces through resolving the prioritized encampments. The proposed project will strengthen cross-system collaboration and service coordination to mitigate risk and address safety concerns while ensuring pathways for individuals living in encampments to move into safe and stable housing.

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Should you have other questions regarding this matter, please reach out to me at 530-_____.

Sincerely,

Tehama County

Agenda Request Form

File #: 26-1063 **Agenda Date:** 6/23/2026 **Agenda #:** 21.

HEALTH SERVICES AGENCY / MENTAL HEALTH - Interim Executive Director Michelle Schmidt and Mental Health Services Act Coordinator Travis Lyon

Requested Action(s)
a) INFORMATIONAL PRESENTATION - Behavioral Health Services Act (BHSA) Integrated Plan (IP), Fiscal Years (FY) 2026-2029

b) Request approval by the Board of Supervisors for the Behavioral Health Services Act (BHSA) Integrated Plan (IP), Fiscal Years (FY) 2026-2029

c) Request authorization for the Tehama County Health Services Agency (TCHSA) Behavioral Health Director to make non-substantive revisions to the IP if further revisions are requested by the Department of Health Care Services (DHCS)

Financial Impact:
There is no financial impact associated with this presentation.

Background Information:
On March 5, 2024, voters in the State of California passed Proposition 1, the Behavioral Health Services Act (BHSA) which replaces the Mental Health Services Act (MHSA) of 2004 and goes into effect on July 1, 2026. The BHSA is a modernized framework for funding and delivering mental health and addiction services. The BHSA is funded just as MHSA was funded, by imposing an additional one percent income tax on individuals with taxable income in excess of one million dollars.

BHSA guidelines require that the Integrated Plan has a 30-day public review period followed by a Public Hearing. The Tehama County 2026-2029 Behavioral Health Services Act Integrated Plan was posted for a 30-day public review and comment period from May 19, 2026, through June 17, 2026. The Tehama County Behavioral Health Advisory Board (BHAB) held a Public Hearing for review of the Integrated Plan on June 17, 2026 and is recommending that the Board of Supervisors approve the plan as presented today.

If the Board does not approve the BHSA Integrated Plan, TCHSA would be in violation of regulatory requirements and would lose BHSA funding.

TEHAMA COUNTY HEALTH SERVICES AGENCY

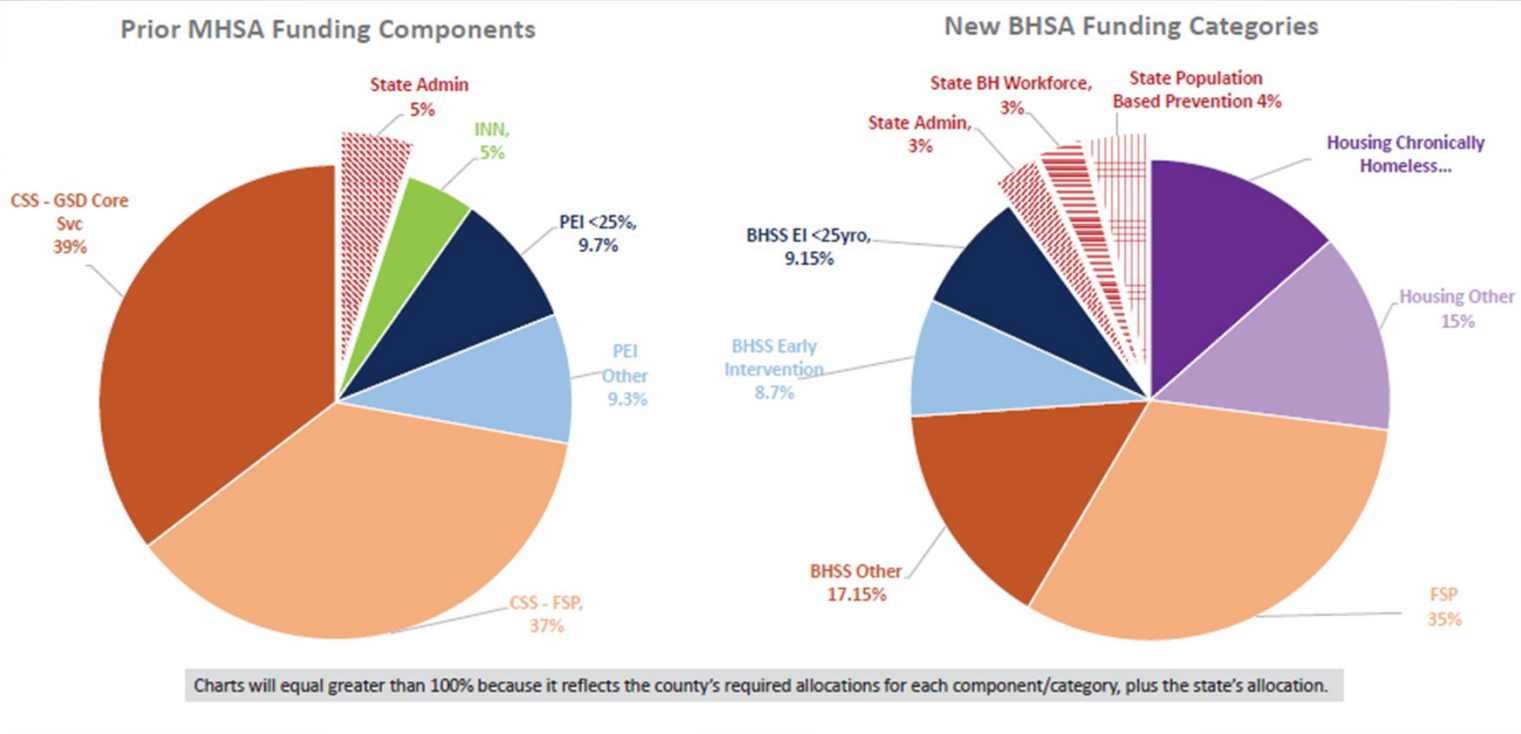
BEHAVIORAL HEALTH SERVICES ACT (BHSA) THREE-YEAR INTEGRATED PLAN , FISCAL YEARS 2026-2029

Behavioral Health Services Act (BHSA) CA Proposition 1

- Passed 2024

- Amends the Mental Health Services Act (MHSA) which was approved by the voters as Proposition 63 in 2004 and makes other statutory changes to update the state's behavioral health system. Among its provisions, Proposition 1 renames the MHSA to the Behavioral Health Services Act (BHSA), broadens the eligible uses of funds to include the provision of substance use disorder treatment services, revises the funding categories to include a prioritization for housing interventions for those with the most severe needs, including the chronically homeless, and establishes additional oversight and accountability measures.

MHSA to BHSA Funding Categories



MHSA to BHSA Funding Categories

Current MHSA Allocation		BHSA Allocation	
County Allocation	**95%**	**County Allocation**	**90%**
Community Services and Supports	76%	Housing Interventions	30%
Prevention and Early Intervention	19%	Full Service Partnerships (FSPs)	35%
Innovation	5%	Behavioral Health Services and Supports (BHSS)	35%
State Directed	**5%**	**State Directed**	**10%**
State Administration	5%	Population-Based Prevention (CDPH)	4%
		BH Workforce (HCAI)	3%
		State Administration	3%

Behavioral Health Services and Supports (BHSS)

- Includes Early Intervention, Outreach and Engagement, Workforce Education and Training, Capital Facilities, Technological Needs, and Innovative Projects
- Needs to establish and use Community-Defined Evidence Practices and Evidence-Based Practices
- 51% must be used for Early Intervention (EI)
  - 51% of EI must be for people 25 years and younger

May include but are not limited to:

- Assessment
- Education & Skills Training
- Targeted Case Management
- Individual Counseling
- Outreach
- Therapy
- Family Counseling
- Treatment Services
- Services for Caregivers of Children & Youth
- Peer Support
- Medication Support

Full-Service Partnership (FSP)

- Includes mental health, supportive services, and substance use treatment services
- “Whatever it takes” model of services
- Assertive Community Treatment/Forensic Assertive Community Treatment
- Individual Placement and Support
- High Fidelity Wraparound
- Includes Medication-Assisted Treatment
- Documentation standards aligned to be consistent with CalAIM

Housing Interventions (HI)

- Individuals living with SMI/SED and/or SUD who are experiencing or at risk of homelessness
- Provides rental and operating subsidies, capital, and non-federal share for certain transitional rent
- 50% is prioritized for housing interventions for the chronically homeless
- Up to 25% may be used for capital development
- Not limited to Full-Service Partnerships or persons enrolled in Medi-Cal
- Small county exemption for 2026-2029 planning cycle

BSHA Categories & Services

Behavioral Health Services & Supports (BHSS)
Early Intervention Programs (EIP)
Mobile Crisis Team (MCT)
Coordinated Specialty Care (CSC) for First Episode Psychosis (FEP)
Early Psychosis Intervention & Care Coordination (EPICC)
Mental Health First Aid (MHFA)
Crisis Intervention Training (CIT)
Applied Suicide Intervention Skills Training (ASIST)
Nurturing Families (NF)
Therapeutic Drumming
Peer Advocate Program
Adult & Older Adult System of Care (non-FSP)
Behavioral Health Outpatient Clinics
Level 1 Co-Occurring Services
Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)
Cognitive Processing Therapy (CPT)
STANS Wellness & Recovery Center
Client Employment Program
Outreach and Engagement (O&E)
Community Enagement & Outreach
Workforce Education & Training (WET)
TCHSA Staff Training & Education
Capital Facilities & Technological Needs (CFTN)
Electronic Health Records (EHR) System

Full-Service Partnership (FSP)
Children (0-15 years) Transition-Aged Youth (TAY) (16-25 years)
High Fidelity Wraparound (HFW)
Adults (26-59 years) Older Adults (60+ years)
Assisted Outpatient Treatment (AOT)
Co-Occurring Level Two

Housing Interventions (HI)
Operating Subsidies, Gentry House
Permanent Supportive Housing (PSH)
Shared Housing, Gentry House

State Directed Funding

- Population-Based Prevention – California Department of Public Health (CDPH)
- Programming on behavioral health and wellness to increase awareness about resources and stop behavioral health problems before they start
- 51% must serve people 25 years and younger
- Consult with Department of Healthcare Services (DHCS) and the Commission for Behavioral Health (CBH)
- Provides school-based prevention supports and programs – schoolwide or classroom basis

State Directed Funding
(Cont.)

- Behavioral Health Workforce – Department of Health Care Access and Information (HCAI)
- Collaborate with California Health and Human Services Agency (CalHHS) to implement a behavioral health workforce initiative to expand a culturally-competent and well-trained behavioral health workforce
- Draw down federal funding through the Medi-Cal BH-CONNECT demonstration project
- Provide technical assistance and support to county and contracted providers to maximize the use of peer support specialists

Substance Use Recovery (SUR) Categories & Services

Primary Prevention Services (SUR)
Information Dissemination
Education
Problem Identification & Referral
Community-based Process

Early Intervention Services (SUR)
Early Intervention
Outreach & Intervention
Referral, Screening & Intake
Perinatal Outreach
Interim Services (within 48 hours)
Recovery Support

Crisis & Field-Based Services (SUR)
Case Management
Homeless Outreach

Outpatient Services (SUR)
Tuberculosis Services
Driving Under the Influence
Outpatient Drug Free (ODF) - Group
Outpatient Drug Free (ODF) - Individual
Drug Court (Court time only)
Behavioral Health Court (Court time only)
Family Treatment Recovery Court (Court time only)
CalWorks

Intensive Outpatient Services (SUR)
Transportation (Perinatal Only)
Intensive Outpatient Treatment (IOT)

Residential Treatment Services (SUR)
Free Standing Residential Detoxification
Residential Recovery - Long Term (NP/P)
Residential Recovery - Short Term (NP/P)

Discussion / Input

Your Feedback

- Programs
- Needs
- Challenges

Want more information – Please Contact

Travis Lyon
MHSA Coordinator
(530) 527-8491 (x3048) or
Travis.Lyon@tchsa.net

2026 - 2029 Integrated Plan

Tehama County

The Behavioral Health Services Act (BHSA) requires counties to submit three-year Integrated Plans (IPs) for Behavioral Health Services and Outcomes. For related policy information, refer to 3.A. Purpose of the Integrated Plan .

General Information

All fields must be completed unless marked as optional. You don't need to finish everything at once–your progress will be saved automatically as you go. Use "Return to plan" to navigate between sections and track overall progress. For related policy information, refer to 3.A. General Information .

General Information

County, City, Joint Powers, or Joint Submission
County

Entity Name
Tehama County

Behavioral Health Agency Name
Tehama County Health Services Agency

Behavioral Health Agency Mailing Address
P. O. Box 400 Red Bluff, CA 96080

Primary Mental Health Contact

Name
Natalie Shepard

Email
natalie.shepard@tchsa.net

Phone
5305278491

Secondary Mental Health Contact

Name
Michelle Schmidt

Email
michelle.schmidt@tchsa.net

Phone
5305278491

Primary Substance Use Disorder Contact

Name
Kerri Mitchell

Email
kerri.mitchell@tchsa.net

Phone
5305278491

Secondary Substance Use Disorder Contact

Name
Brian Emery

Email
brian.emery@tchsa.net

Phone
5305278491

Primary Housing Interventions Contact

Name
Travis Lyon

Email
travis.lyon@tchsa.net

Phone
5305278491

Compliance Officer for Specialty Mental Health Services (SMHS)

Name
Melissa Field

Email
melissa.field@tchsa.net

Compliance Officer for Drug Medi-Cal Organized Delivery System (DMC-ODS) Services

Name

Email

Behavioral Health Services Act (BHSA) Coordinator

Name	Email address
Travis Lyon	travis.lyon@tchsa.net

Substance Abuse and Mental Health Services Administration (SAMHSA) liaison

Name	Email address
Natalie Shepard	natalie.shepard@tchsa.net

Quality Assurance or Quality Improvement (QA/QI) lead

Name	Email address
Amber Wilson	amber.wilson@tchsa.net

Medical Director

Name	Email address
Ornella Addonizio	capadare62@yahoo.com

County Behavioral Health System Overview

Please provide the city/county behavioral health system (inclusive of mental health and substance use disorder) information listed throughout this section. The purpose of this section is to provide a high-level overview of the city/county behavioral health system's populations served, technological infrastructure, and services provided. This information is intended to support city/county planning and transparency for stakeholders. The Department of Health Care Services recognizes that some information provided in this section is subject to change over the course of the Integrated Plan (IP) period. All data should be based on FY preceding the year plan development begins (i.e., for 2026-2029 IP, data from FY 2023-2024 should be used).

All fields must be completed unless marked as optional. You don't need to finish everything at once–your progress will be saved automatically as you go. Use "Return to plan" to navigate between sections and track overall progress. For related policy information, refer to 3.E.2 General Requirements.

Populations Served by County Behavioral Health System

Includes individuals that have been served through the county Medi-Cal Behavioral Health Delivery System and individuals served through other county behavioral health programs. Population-level behavioral health measures, including for untreated behavioral health conditions, are covered in the Statewide Behavioral Health Goals section and County Population-Level Behavioral Health Measure Workbook.For related policy information, refer to 2.B.3 Eligible Populations and 3.A.2 Contents of the Integrated Plan.

Children and Youth

In the table below, please report the number of children and youth (under 21) served by the county behavioral health system who meet the criteria listed in each row.**Counts may be duplicated as individuals may be included in more than one category**.

Criteria	**Number of Children and Youth Under Age 21**
Received Medi-Cal Specialty Mental Health Services (SMHS)	180
Received at least one substance use disorder (SUD) individual-level prevention and/or early intervention service	0
Received Drug Medi-Cal (DMC) or Drug Medi-Cal Organized Delivery System (DMC-ODS) services	32
Received mental health (MH) and SUD services from the mental health plan (MHP) and DMC county or DMC-ODS plan	<11*

Criteria	Number of Children and Youth Under Age 21
Accessed the Early Psychosis Intervention Plus Program, pursuant to Welfare and Institutions Code Part 3.4 (commencing with section 5835), Coordinated Specialty Care, or other similar evidence-based practices and community-defined evidence practices for early psychosis and mood disorder detection and intervention programs	0
Were chronically homeless or experiencing homelessness or at risk of homelessness	0
Were in the juvenile justice system	<11*
Have reentered the community from a youth correctional facility	0
Were served by the Mental Health Plan and had an open child welfare case	0
Were served by the DMC County or DMC-ODS plan and had an open child welfare case	0

Criteria	Number of Children and Youth Under Age 21
Have received acute psychiatric care	55

Adults and Older Adults

In the table below, please report the number of adults and older adults (21 and older) served by the county behavioral health system who meet the criteria listed in each row.**Counts may be duplicated as individuals may be included in more than one category**.

Criteria	Number of Adults and Older Adults
Were dual-eligible Medicare and Medicaid members	241
Received Medi-Cal SMHS	771
Received DMC or DMC-ODS services	299
Received MH and SUD services from the MHP and DMC county or DMC-ODS plan	94
Were chronically homeless, or experiencing homelessness, or at risk of homelessness	0

Criteria	Number of Adults and Older Adults
Experienced unsheltered homelessness	0
Moved from unsheltered homelessness to being sheltered (emergency shelter, transitional housing, or permanent housing)	0
Of the total number of those who moved from unsheltered homelessness to being sheltered, how many transitioned into permanent housing	0
Were in the justice system (on parole or probation and not currently incarcerated)	0
Were incarcerated (including state prison and jail)	19
Reentered the community from state prison or county jail	0
Received acute psychiatric services	135

Input the number of persons in designated and approved facilities who were

Admitted or detained for 72-hour evaluation and treatment rate

431

Admitted for 14-day and 30-day periods of intensive treatment
207

Admitted for 180-day post certification intensive treatment
0

Please report the total population enrolled in Department of State Hospital (DSH) Lanterman-Petris-Short (LPS) Act programs
0

Please report the total population enrolled in DSH community solution projects (e.g., community-based restoration and diversion programs)
0

Of the data reported in this section, are there any areas where the county would like to provide additional context for DHCS's understanding?
Yes

Please explain
Multiple data elements entered as zero as this is newly required information that Tehama County will need to implement to have adequate data capture.

Please describe the local data used during the planning process
We used billing information, PIT Count and other state reporting documents to inform data.

If desired, provide documentation on the local data used during the planning process

Local CARE Act Implementation

Identify the specific service components within your 3-year Integrated Plan that will support CARE participants. Explain how the county will ensure these individuals receive priority access and specialized coordination within the broader behavioral health continuum, including housing if appropriate.
Tehama County Behavioral Health will support individuals participating in CARE Court by drawing on a robust set of service components outlined within the county's 3 Year Integrated Plan, ensuring they receive timely, coordinated, and comprehensive care across the behavioral health continuum. The county will prioritize CARE participants for clinical assessment, psychiatric services, intensive case management, crisis

response, and community-based outreach, including co-occurring treatment and field-based engagement for individuals who struggle to access services independently. The Behavioral Health team will provide specialized oversight, working closely with in clinical programs, the courts, housing partners, and community organizations to ensure that each participant's CARE Plan is implemented effectively and updated as needed. Consistent with the county's commitment to recovery-oriented care, CARE participants will receive priority access to Full-Service Partnership–level supports, including housing navigation, benefits assistance, and placement into appropriate shelter, transitional housing, supportive housing, or licensed residential treatment settings when clinically indicated. Peer support services (contracted provider), supported employment, and functional supports further enhance engagement and long-term stability. Through cross-system collaboration, data-driven quality improvement, and dedicated service pathways, Tehama County Behavioral Health will ensure that CARE participants receive integrated, person-centered services that promote safety, clinical stabilization, and sustained community living.

Describe how CARE referral pathways will be integrated into existing referral and service pathways within the county behavioral health system.

Tehama County's CARE referral pathways will be fully integrated into the county's existing behavioral health referral and service systems to ensure that individuals eligible for CARE Court are efficiently identified, connected, and transitioned into appropriate levels of care. CARE referrals—whether initiated by family members, first responders, treatment providers, public agencies, or the court—will be routed through established Behavioral Health access points, including the centralized Access Team and the clinical intake workflow. These access points already manage referrals for outpatient services, crisis care, Full-Service Partnerships, and residential placements, and will incorporate CARE-specific screening criteria to flag individuals who may meet CARE eligibility. Once identified, referrals will be triaged within the standard clinical workflow but assigned priority status, prompting expedited assessment, documentation, and linkage to the CARE Court. The clinical team will collaborate closely with Access staff, crisis teams, and housing navigators to confirm eligibility, develop CARE Plans, and ensure smooth transitions to needed services. Because the CARE referral process is embedded within existing pathways—rather than operating as a separate or siloed track—it leverages the county's well established mechanisms for service authorization, warm handoffs, multidisciplinary case reviews, and cross-system collaboration. This integration ensures that CARE Court participants move seamlessly through the continuum of care, receive timely and appropriate interventions, and remain connected to the broader behavioral health system as they stabilize and transition toward long-term recovery.

Describe the process for identifying and redirecting individuals who are potentially eligible for CARE to alternative pathways when a formal petition is not required or appropriate. For individuals redirected from CARE, describe how the county will confirm and document successful connection to services.

Tehama County Behavioral Health has established a structured process for identifying and redirecting individuals who appear potentially eligible for CARE but for whom a formal petition is not required or

clinically appropriate. When individuals are referred through the Access Team, Mobile Crisis, law enforcement, hospitals, family members, or community partners, clinicians conduct an initial screening to assess CARE Court eligibility, clinical need, functional impairment, and engagement readiness. If the screening indicates that the individual can be served effectively through voluntary services or an existing behavioral health pathway, the county redirects them to the most appropriate level of care, including outpatient treatment, Full-Service Partnership services, co-occurring treatment, crisis stabilization, or housing and case management supports. In these cases, staff provide active linkage—ensuring a warm handoff to the receiving program, immediate scheduling of assessment or intake appointments, and connection to benefits specialists, peer support, or housing navigators as needed. The CARE Court clinical team is notified of all redirected cases to ensure oversight and to confirm that the individual is adequately connected and engaged without requiring a petition. Tehama County documents this linkage by recording referral outcomes, appointment attendance, and accepted services in the electronic health record, and by conducting follow-up contacts to verify successful engagement. If the individual declines or disengages from services, or if their condition worsens, Access and clinical teams reassess eligibility and may reinitiate the CARE screening process. This integrated and documented approach ensures that individuals receive timely, appropriate services while reserving CARE Court petitions for cases where formal court involvement is necessary to achieve stabilization and recovery.

County Behavioral Health Technical Infrastructure

Cities submitting their Integrated Plan independently from their counties do not have to complete this section. For related policy information, refer to 6.C.1 Promoting Access to Care Through Efficient Use of State and County Resources Introduction .

Does the county behavioral health system use an Electronic Health Record (EHR)?
Yes

Please select which of the following EHRs the county uses
Netsmart

County participates in a Qualified Health Information Organization (QHIO)?
Yes

Please select which QHIO the county participates in
SacValley MedShare

Application Programming Interface Information

Counties are required to implement Application Programming Interfaces (API) in accordance with Behavioral Health Information Notice (BHIN) 22-068 and federal law.

Please provide the link to the county's API endpoint on the county behavioral health plan's website
https://fhir.netsmartcloud.com/payer/provider-directory/v2/082dbbe3-c044-4b11-857f-da6b2b457ce7

Does the county wish to disclose any implementation challenges or concerns with these requirements?
No

Counties are required to meet admission, discharge, and transfer data sharing requirements as outlined in the attachments to BHINs 23-056 , 23-057 , and 24-016 . Does the county wish to disclose any implementation challenges or concerns with these requirements?
No

County Behavioral Health System Service Delivery Landscape

Cities submitting their Integrated Plan independently from their counties do not have to complete this section. For related policy information, refer to 6.C.1 Promoting Access to Care Through Efficient Use of State and County Resources Introduction .

Substance Abuse and Mental Health Services Administration (SAMHSA) Projects for Assistance in Transition from Homelessness (PATH) Grant

Will the county participate in SAMHSA's PATH Grant during the Integrated Plan period?
Yes

Please select all services the county behavioral health system plans to provide under the PATH grant

Case Management Services
Referrals for Primary Health Care, Job Training, Educational Services, and Housing Services
Community Mental Health Services

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?

No

Community Mental Health Services Block Grant (MHBG)

Will the county behavioral health system participate in any MHBG set-asides during the Integrated Plan period?

Yes

Please select all set asides that the county behavioral health system plans to participate in under the MHBG

First Episode Psychosis Set-Aside
Dual Diagnosis Set-Aside
Children's System of Care Set-Aside
Discretionary/Base Allocation
Integrated Services Agency Set-Aside

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?

No

Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG)

Will the county behavioral health system participate in any SUBG set asides during the Integrated Plan period?

Yes

Please select all set-asides that the county behavioral health system participates in under SUBG

Primary Prevention Set-Aside
Perinatal Set-Aside
Discretionary
Adolescent/Youth Set-Aside
Syringe Services Program Allowance

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?

No

Opioid Settlement Funds (OSF)

Will the county behavioral health system have planned expenditures for OSF during the Integrated Plan period?

Yes

Please check all set asides the county behavioral health system participates in under OSF Exhibit E

Address The Needs of Criminal Justice-Involved Persons
Address The Needs of Pregnant or Parenting Women and Their Families, Including Babies with Neonatal Abstinence Syndrome
Connect People Who Need Help to The Help They Need (Connections to Care)
First Responders
Leadership, Planning, and Coordination
Prevent Misuse of Opioids
Prevent Overdose Deaths and Other Harms (Harm Reduction)
Prevent Over-Prescribing and Ensure Appropriate Prescribing and Dispensing of Opioids
Research
Support People in Treatment and Recovery
Treat Opioid Use Disorder (OUD)
Training

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?
No

Bronzan-McCorquodale Act

The county behavioral health system is mandated to provide the following community mental health services as described in the Bronzan-McCorquodale Act (BMA).
a. Case Management
b. Comprehensive Evaluation and Assessment
c. Group Services
d. Individual Service Plan
e. Medication Education and Management
f. Pre-crisis and Crisis Services
g. Rehabilitation and Support Services
h. Residential Services
i. Services for Homeless Persons
j. Twenty-four-hour Treatment Services
k. Vocational Rehabilitation

In addition, BMA funds may be used for the specific services identified in the list below. Select all services that are funded with BMA funds:
Coordinated Specialty Care for First Episode Psychosis (CSC for FEP)

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?
No

Public Safety Realignment (2011 Realignment)

The county behavioral health system is required to provide the following services which may be funded under the Public Safety Realignment (2011 Realignment)
a. Drug Courts
b. Medi-Cal Specialty Mental Health Services, including Early Periodic Screening Diagnostic Treatment (EPSDT)

c. Regular and Perinatal Drug Medi-Cal Services
d. Regular and Perinatal DMC Organized Delivery System Services, including EPSDT
e. Regular and Perinatal Non-Drug Medi-Cal Services

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?
No

Medi-Cal Specialty Mental Health Services (SMHS)

The county behavioral health system is mandated to provide the following services under SMHS authority (no action required).
a. Adult Residential Treatment Services
b. Crisis Intervention
c. Crisis Residential Treatment Services
d. Crisis Stabilization
e. Day Rehabilitation
f. Day Treatment Intensive
g. Mental Health Services
h. Medication Support Services
i. Mobile Crisis Services
j. Psychiatric Health Facility Services
k. Psychiatric Inpatient Hospital Services
l. Targeted Case Management
m. Functional Family Therapy for individuals under the age of 21
n. High Fidelity Wraparound for individuals under the age of 21
o. Intensive Care Coordination for individuals under the age of 21
p. Intensive Home-based Services for individuals under the age of 21
q. Multisystemic Therapy for individuals under the age of 21
r. Parent-Child Interaction Therapy for individuals under the age of 21
s. Therapeutic Behavioral Services for individuals under the age of 21
t. Therapeutic Foster Care for individuals under the age of 21
u. All Other Medically Necessary SMHS for individuals under the age of 21

Has the county behavioral health system opted to provide the specific Medi-Cal SMHS identified in the list below as of June 30, 2026?
CSC for FEP

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?
No

Drug Medi-Cal (DMC)/Drug Medi-Cal Organized Delivery System (DMC-ODS)

Select which of the following services the county behavioral health system participates in DMC Program

Drug Medi-Cal Program (DMC)
The county behavioral health system is mandated to provide the following services as a part of the DMC Program **(no action required)**
a. All Other Medically Necessary Services **for individuals under age 21**
b. Intensive Outpatient Treatment Services
c. Medications for Addiction Treatment (including medication, counseling services, and behavioral therapy) (MAT)
d. Mobile Crisis Services
e. Narcotic Treatment Program (NTP) Services
f. Outpatient Treatment Services
g. Perinatal Residential Substance Use Disorder (SUD) Treatment for pregnant women and women in the postpartum period

Has the county behavioral health system opted to provide the specific services identified in the list below?
Enhanced CHW Services
IPS Supported Employment
Peer Support Services

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?
No

Other Programs and Services

Please list any other programs and services the county behavioral health system provides through other federal grants or other county mental health and SUD programs

Program or service

Care Transitions

Has the county implemented the state-mandated Transition of Care Tool for Medi-Cal Mental Health Services **(Adult and Youth)?**

Yes

Does the county's Memorandum of Understanding include a description of the system used to transition a member's care between the member's mental health plan and their managed care plan based upon the member's health condition?

Yes

Statewide Behavioral Health Goals

All fields must be completed unless marked as optional. You don't need to finish everything at once-your progress will be saved automatically as you go. Use "Return to plan" to navigate between sections and track overall progress. For related policy information, refer to, please see 3.E.6 Statewide behavioral health goals

Population-Level Behavioral Health Measures

The statewide behavioral health goals and associated population-level behavioral health measures must be used in the county Behavioral Health Services Act (BHSA) planning process and should inform resource planning and implementation of targeted interventions to improve outcomes for the fiscal year(s) being addressed in the IP. For more information on the statewide behavioral health goals, please see the Policy Manual Chapter 2, Section C.

Please review your county's status on each population-level behavioral health measure, including the primary measures and supplemental measures for each of the 14 goals. All measures are publicly available, and counties are able to review their status by accessing the measures via DHCS-provided instructions and the County Population-Level Behavioral Health Measure Workbook.

As part of this review, counties are required to evaluate disparities related to the six priority statewide behavioral health goals. Counties are encouraged to use their existing tools, methods, and systems to support this analysis and may also incorporate local data sources to strengthen their evaluation.

Please note that several Phase 1 measures include demographic stratifications – such as race, sex, age, and spoken language – which are included in the prompts below. Counties may also use local data to conduct additional analyses beyond these demographic categories.

For related policy information, refer to E.6.1 Population-level Behavioral Health Measures.

Mark page as complete

Priority statewide behavioral health goals for improvement

Counties are required to address the six priority statewide behavioral health goals in this section. Cities should utilize data that corresponds to the county they are located within. As such, the City of Berkeley should use data from Alameda County and Tri-City should use data from Los Angeles County. For related policy information, refer to E.6.2 Primary and Supplemental Measures .

Access to care: Primary measures

Specialty Mental Health Services (SMHS) Penetration Rates for Adults and Children & Youth (DHCS), FY 2023

How does your county status compare to the statewide rate?

For adults/older adults
Below

For children/youth
Below

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Non-Specialty Mental Health Services (NSMHS) Penetration Rates for Adults and Children & Youth (DHCS), FY 2023

How does your county status compare to the statewide rate?

For adults/older adults
Above

For children/youth
Below

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Drug Medi-Cal (DMC) Penetration Rates for Adults and Children & Youth (DHCS), FY 2022 - 2023

How does your county status compare to the statewide rate?

For adults/older adults
Above

For children/youth
Same

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Drug Medi-Cal Organized Delivery System (DMC-ODS) Penetration Rates for Adults and Children & Youth (DHCS), FY 2022 - 2023

How does your county status compare to the statewide rate?

For adults/older adults
Not Applicable

For children/youth
Not Applicable

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Access to care: Supplemental Measures

Initiation of Substance Use Disorder Treatment (IET-INI) (DHCS), FY 2023

How does your county status compare to the statewide rate?
Below

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Access to care: Disparities Analysis

For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis
Youth penetration rates in Tehama County remain below the statewide average due to a combination of demographic, geographic, and systems-level factors that influence access and engagement. Tehama County is a largely rural region, and many families face challenges related to limited transportation, long travel distances, and fewer service locations compared to more urbanized counties. These barriers can make it more difficult for youth to consistently access programs and supports.

Adult MHS Demographic Dashboard (AB470) | Behavioral Health Reporting provides TCHSA SMHS Penetration Rates for Adults 21 and Over as follows: 21-32, 33-44, 45-56, 57-68 years of age are all at 3%, with adults 69+ years of age at 1%. Statewide penetration rates are listed as those aged 21-32, 33-44, 45-56, 57-68 years at 4%, with those 69+ years of age at 1%.

According to Children and Youth MHS Demographic Dashboard (AB470) | Behavioral Health Reporting, TCHSA SMHS Penetration Rates for Children and Youth Under the Age of 21 range from 2% for those aged 6-11, 4% for those 12-17 years, and 2% for those 18-20 years, with Statewide penetration rates of 1% for those 0-2 years, 2% for 3-5 years, 4% for 6-11 year, 7% for 12-17 years, and 4% for 18-20 years of age. Furthermore, the penetration rate for those whose primary written language is Spanish, the TCHSA penetration rate is 2%, with a Statewide penetration rate of 4%.

Children and Youth MHS Demographic Dashboard (AB470) | Behavioral Health Reporting shows that penetration rates of NSMHS for children and youth under the age of 21 to be 20% for those 0-2 years, 9% for those 3-5 years, 7% for those 6-11 years, 12% for those 12-17 years, and 10% for those 18-20 years of age. Statewide penetration rates are shown as: 26% for 0-2 years, 14% for 3-5 years, 10% for 6-11 years, 16% for 12-17 years, and 11% for 18-20 years of age.

Access to care: Cross-Measure Questions

Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may increase your county's level of access to care. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships, or initiatives the county is implementing (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes

Tehama County was below the statewide penetrations rates for children and youth access to SMHS and initiation of substance use disorder treatment.

*Strengthen outreach and engagement efforts that move beyond awareness building to ensure identified individuals are directly connected to SMHS treatment through warm hand-offs and closed-loop referral systems.

*Expand children/youth SMHS in outlying areas of the community, Corning, Los Molinos, Gerber, and Rancho Tehama to provide access to treatment.

*Expand Assertive Field-Based SUD Services to meet members where they are to provide on-the-spot assessments and immediate linkage to care.

*Utilize partnerships with local non-profits and other CBOs through housing programs to provide access to SMHS and SURS treatment.

*Renewed focus on engagement from homelessness to permanent housing solutions to encourage engagement with SMHS and SURS to increase access to services.

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Please identify the category or categories of funding that the county is using to address the access to care goal

BHSA Behavioral Health Services and Supports (BHSS)
BHSA Full Services Partnership (FSP)
1991 Realignment
2011 Realignment
State General Fund
Federal Financial Participation (SMHS, Drug Medi-Cal/Drug Medi-Cal Organized Delivery System (DMC/DMC-ODS)
Substance Abuse and Mental Health Services Administration(SAMHSA) Projects for Assistance in Transition from Homelessness(PATH)
Community Mental Health Block Grant (MHBG)
Substance Use Block Grant (SUBG)

Homelessness: Primary measures

People Experiencing Homelessness Point-in-Time Count (Rate per 10,000 people by Continuum of Care Region) (HUD), 2024

How does your county status compare to the PIT Count Rate out of every 10,000 people by Continuum of Care region?
Above

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Homeless Student Enrollment by Dwelling Type, California Department of Education (CDE), 2023 - 2024

How does your county status compare to the statewide rate?
Above

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Homelessness: Supplemental Measures

PIT Count Rate of People Experience Homelessness with Severe Mental Illness, (Rate per 10,000 people by Continuum of Care Region) (HUD), 2024

How does your county status compare to the PIT Count Rate out of every 10,000 people by Continuum of Care region?
Below

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

PIT Count Rate of People Experience Homelessness with Chronic Substance Abuse, (Rate per 10,000 people by Continuum of Care Region) (HUD), 2024

How does your county status compare to the PIT Count Rate out of every 10,000 people by Continuum of Care region?
Below

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

People Experiencing Homelessness Who Accessed Services from a Continuum of Care (CoC) Rate (BCSH), 2023 (This measure will increase as people access services.)

How does your local CoC's rate compare to the average rate across all CoCs?
Above

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Homelessness: Disparities Analysis

For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis
Tehama County is a geographically large and predominantly rural region. Many individuals experiencing homelessness reside in remote or dispersed locations, making consistent outreach, engagement, and transportation to services more challenging. Limited public transit options and long travel distances create significant access barriers for people who are highly mobile or unsheltered.

Utilizing CoC Homeless Populations and Subpopulations Reports - HUD Exchange for Tehama County and the State of California, and comparing the "Total Homeless Persons" to the reported 2024 population of each; Tehama County had a rate of 0.0050, compared to the state rate of 0.0047 for People Experiencing Homelessness Point-in-Time Count.

For Homeless Student Enrollment by Dwelling Type, California Department of Education (CDE), 2023-2024, Homeless Enrollment by Dwelling Type - Tehama County (CA Dept of Education) shows that Tehama County had 747 Homeless Student Enrollment, with 81.0% Temporarily Doubled-Up, 5.8% in Temporary

Shelters, 6.8% in Hotels/Motels, and 6.4% Temporarily Unsheltered, with a total rate of 0.065 of enrolled students experiencing homelessness. Statewide numbers demonstrated 286,853 Homeless Student Enrollment, with 83.3% Temporarily Doubled-Up, 7.0% in Temporary Shelters, 5.9% in Hotels/Motels, and 3.9% Temporarily Unsheltered, with a total rate of 0.048 of enrolled students experiencing homelessness.

Homelessness: Cross-Measure Questions

Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may reduce your county's level of homelessness in the population experiencing severe mental illness, severe SUD, or co-occurring conditions. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships, or initiatives the county is implementing (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes)

Homelessness rates in Tehama County remain below the statewide average due to a combination of demographic, geographic, and systems-level factors that influence access and engagement. Tehama County is a largely rural region, and many families face challenges related to limited transportation, long travel distances, and fewer service locations compared to more urbanized counties. These barriers can make it more difficult for youth to consistently access programs and supports.

Tehama County Health Services Agency (the county) is partnering with two housing developers to construct new residential facilities for No Place Like Home (NPLH) and Homekey+ residents. Construction is projected to be completed in early to mid-Calendar Year 2027 and will have a combined total of 84 new housing units, with 34 Permanent Supportive Housing units for NPLH and Project Homekey+ residents. Additionally, the county has partnered with The Poor and the Homeless (P.A.T.H.), a non-profit entity providing services for individuals experiencing homelessness to utilize Behavioral Health Bridge Housing (BHBH) funds for the provision of housing through the placement of Tiny Homes, a modular, and a Transitional Housing facility. These resources will provide housing solutions for 25 individuals as well as Supportive Services and Case Management to ensure transitioning to permanent housing. Also, PLHA funds will be utilized by the P.A.T.H. Navigation Center in assisting participants to obtain and retain housing through supportive services that include case management, resource navigation, and connections to medical, mental health, and substance use recovery services.

The county and P.A.T.H. will be cooperating in the delivery of the Medi-Cal member benefit of Transitional Rent with our Managed Care Provider (MCP) Partnership Health Plan of California.

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Please identify the category or categories of funding that the county is using to address the homelessness goal

BHSA FSP
BHSA Housing Interventions
SAMHSA PATH
MHBG
Other
Federal Financial Participation (SMHS, DMC/DMC-ODS)
BHSA BHSS
1991 Realignment
2011 Realignment
SUBG

Please describe other

Behavioral Health Bridge Housing (BHBH)

Institutionalization

Per 42 CFR 435.1010, an institution is "an establishment that furnishes (in single or multiple facilities) food, shelter, and some treatment or services to four or more persons unrelated to the proprietor." Institutional settings are intended for individuals with conditions including, but not limited to, behavioral health conditions.
Care provided in inpatient and residential (i.e., institutional) settings can be clinically appropriate and is part of the care continuum. Here, institutionalization refers to individuals residing in these settings longer than clinically appropriate. Therefore, the goal is not to reduce stays in institutional settings to zero. The focus of this goal is on reducing stays in institutional settings that provide a Level of Care that is not – or is no longer – the least restrictive environment. (no action)

Institutionalization: Primary Measures

Inpatient administrative days (DHCS) rate, FY 2023

How does your county status compare to the statewide rate/average?

For adults/older adults
Not Applicable

For children/youth
Not Applicable

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Institutionalization: Supplemental Measures

Involuntary Detention Rates, FY 2021 - 2022

How does your county status compare to the statewide rate/average?

14-day involuntary detention rates per 10,000
Not Applicable

30-day involuntary detention rates per 10,000
Not Applicable

180-day post-certification involuntary detention rates per 10,000
Not Applicable

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Conservatorships, FY 2021 - 2022

How does your county status compare to the statewide rate/average?

Temporary Conservatorships
Not Applicable

Permanent Conservatorships
Not Applicable

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

SMHS Crisis Service Utilization (Crisis Intervention, Crisis Residential Treatment Services, and Crisis Stabilization) (DHCS), FY 2023
Increasing access to crisis services may reduce or prevent unnecessary admissions to institutional facilities

How does your county status compare to the statewide rate/average?

Crisis Intervention

For adults/older adults
Below

For children/youth
Below

Crisis Residential Treatment Services

For adults/older adults
Not Applicable

For children/youth
Not Applicable

Crisis Stabilization

For adults/older adults
Not Applicable

For children/youth
Not Applicable

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Institutionalization: Disparities Analysis

For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis
Tehama County faces significant disparities in both access to and utilization of crisis services across youth and adult populations. These disparities are driven by a combination of geographic, resource, and system-level limitations that restrict timely behavioral health intervention during periods of acute crisis.

SMHS Crisis Service Utilization (Crisis Intervention) as per Adult MHS Demographic Dashboard (AB470) | Behavioral Health Reporting Total Units/Minutes/Hours/Days Per Beneficiary is annotated as 167.65/33 female and 164.52/22 male participants, and a total utilization of 5.5k for female and 3.6k for male individuals. Statewide rates are reported as 225.76/21,500 female and 244.1/25,100 male participants, with a total utilization of 4.9million for female and 6.1million for male individuals.

Per the Children and Youth MHS Demographic Dashboard (AB470) | Behavioral Health Reporting dashboard, it shows that Total Units/Minutes/Hours/Days Per Beneficiary is annotated as 218.66/17 female and 326.08/12 male participants. Statewide rates are reported as 288.32/14,400 female and 275.61/9,200 male participants.

Institutionalization: Cross-Measure Questions

What additional local data do you have on the current status of institutionalization in your county? (Example: utilization of Mental Health Rehabilitation Center or Skilled Nursing Facility-Special Treatment Programs)
None at this time.

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Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may reduce your county's rate of institutionalization. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships or initiatives the count is implementing (e.g., enhancing crisis response services targeting a sub-population in which data demonstrates they have poorer outcomes)

Tehama County faces significant disparities in both access to and utilization of crisis services across youth and adult populations. These disparities are driven by a combination of geographic, resource, and system-level limitations that restrict timely behavioral health intervention during periods of acute crisis. Tehama County has a clinician designated to a caseload that focuses on reducing or transitioning member to a lower level of care by incorporating case management and rehabilitation services to support independence with our members. The county has a Mobile Crisis Team that responds to any call for assistance with immediate mental health concerns and is capable of meeting the individuals where they are most comfortable. The goal of the Mobile Crisis Team is to maintain and stabilize individuals in the community and avoid unnecessary hospitalizations. Future plans include expansion of Enhanced Care Management to stabilize individuals in lower levels of care and reduce institutionalizations.

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Please identify the category or categories of funding that the county is using to address the institutionalization goal

BHSA BHSS
BHSA FSP
1991 Realignment
2011 Realignment
BHSA Housing Interventions
Federal Financial Participation (SMHS, DMC/DMC-ODS)
SAMHSA PATH
MHBG
SUBG

Justice-Involvement: Primary Measures

Arrests: Adult and Juvenile Rates (Department of Justice), Statistical Year 2023

How does your county status compare to the statewide rate/average?

For adults/older adults
Above

For juveniles
Above

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Justice-Involvement: Supplemental Measures

Adult Recidivism Conviction Rate (California Department of Corrections and Rehabilitation (CDCR)), FY 2019 - 2020

How does your county status compare to the statewide rate/average?
Above

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Incompetent to Stand Trial (IST) Count (Department of State Hospitals(DSH)), FY 2023
Note: The IST count includes all programs funded by DSH, including, state hospital, Jail Based Competency Treatment (JBCT), waitlist, community inpatient facilities, conditional release, community-based restoration and diversion programs. However, this count excludes county-funded programs. As such, individuals with Felony IST designations who are court-ordered to county-funded programs are not included in this count.

How does your county status compare to the statewide rate/average?
Above

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Justice-Involvement: Disparities Analysis

For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis

Tehama County experiences justice-involved rates for both youth and adults that exceed state standards, reflecting a combination of structural, geographic, and service-system challenges. These disparities are influenced by limited local behavioral health resources, socioeconomic pressures, and gaps in early-intervention supports that otherwise help prevent entry into the justice system.

According to State of California Department of Justice - OpenJustice the total Arrests for Adults in Tehama County for 2023 is listed as 2,485, with an arrest rate of 0.039, with the Statewide total being reported as 986,765 with an arrest rate of 0.025.

Additionally, the State of California Department of Justice - OpenJustice lists Juvenile arrests in Tehama County for 2023 as 246 with an arrest rate of 0.016 (utilized Easy Access to Juvenile Populations: Population Profiles to determine rate based on juvenile population). The Statewide total was reported as 47,461 with an arrest rate of 0.006.

Adult Recidivism Conviction Rate as reported according to Microsoft Power BI for Tehama County is: conviction rate – 43.0%, number released – 149, and number convicted – 64; with the Statewide numbers as follows: conviction rate – 39.1%, number released – 34,215, and number convicted – 13,395.

Incompetent to Stand Trial (IST) Count can be found at FY 23-23_Reconciled Data Report & Memo.pdf and Tehama County is shown to have 26 “Initial Count – FY2023-24 IST Determinations”, which would be a population-based rate of 0.0004. Statewide numbers are displayed as 5,562 with a population-based rate of 0.0001.

Justice-Involvement: Cross-Measure Questions

Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may reduce your county’s level of justice-involvement for those living with significant behavioral health needs. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships or initiatives the count is implementing (e.g.,

developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes)

Tehama County experiences justice-involved rates for both youth and adults that exceed state standards, reflecting a combination of structural, geographic, and service-system challenges. These disparities are influenced by limited local behavioral health resources, socioeconomic pressures, and gaps in early-intervention supports that otherwise help prevent entry into the justice system.

Tehama County has the following programs below that we will continue to develop and strengthen to help reduce Justice Involvement for both youth and adults.

Behavioral Health Court
Drug Court
JDF Justice-Involved Youth
Project Restore
Prop 36
AB 109
Adolescent Outpatient Treatment Program

File Upload

Please identify the category or categories of funding that the county is nusing to address the justice-involvement goal

Federal Financial Participation (SMHS, DMC/DMC-ODS)
Other
BHSA FSP
BHSA BHSS
BHSA Housing Interventions
1991 Realignment
2011 Realignment
SAMHSA PATH
MHBG
SUBG

Please describe other

Prop 47, Prop 36, AB 109, Opioid Settlement Funds

Removal Of Children from Home: Primary Measures

Children in Foster Care (Child Welfare Indicators Project (CWIP)), as of January 2025

How does your county status compare to the statewide rate?
Above

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Removal Of Children from Home: Supplemental Measures

Open Child Welfare Cases SMHS Penetration Rates (DHCS), 2022

How does your county status compare to the statewide rate?
Below

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Child Maltreatment Substantiations (CWIP), 2022

How does your county status compare to the statewide rate?
Above

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Removal Of Children from Home: Disparities Analysis

For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis
The Tehama County 2025 PIT Count does not identify population groups affected on an individual basis with regards to the removal of children from home disparity and is the sole-source of information utilized for this measure as annotated in the County Population Behavioral Health Measure Workbook.

Children in Foster Care is reported at Point in Time/In Care Report California Child Welfare Indicators Project (CCWIP), and for Tehama County it shows 123 individuals, with a population-based rate of 0.002, and Statewide there were 38,649 individuals, with a population-based rate of 0.0009.

Open Child Welfare Cases SMHS Penetration Rates can be found at Children And Youth With An Open Child Welfare Case SMHS Performance Dashboard | Behavioral Health Reporting, with Tehama County reported as having a rate of 27.64%, with Statewide rates being 42.96%.

Child Maltreatment Substantiations as reported on Child Maltreatment Substantiation Rates Report California Child Welfare Indicators Project (CCWIP) for Tehama County shows a rate of 11.5 per 1,000 and a Statewide rate of 6.2 per 1,000.

Removal Of Children from Home: Cross-Measure Questions

Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may increase your county's level of access to care. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships, or initiatives the county is implementing (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes

"Open Child Welfare Case SMHS Penetration Rates" is the sole measure for Tehama County that is below the statewide average or median. The number of open cases below the statewide measure, and the number of children in foster care measure exceeding the statewide average and median indicates that the identified minors are being assisted by qualified caregivers. TCHSA is currently working with a contracted SMHS provider to deliver High Fidelity Wraparound (HFW) services to those individuals within our community who meet the criteria for this Evidence Based Practice.

File Upload

Please identify the category or categories of funding that the county is nusing to address the removal of children from home goal

BHSA BHSS
BHSA FSP
BHSA Housing Interventions
1991 Realignment
2011 Realignment
Federal Financial Participation (SMHS, DMC/DMC-ODS)
SAMHSA PATH
MHBG
SUBG

Untreated Behavioral Health Conditions: Primary Measures

Follow-Up After Emergency Department Visits for Substance Use (FUA-30), 2022

How does your county status compare to the statewide rate/average?

For the full population measured
Below

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Follow-Up After Emergency Department Visits for Mental Illness (FUM-30), 2022

How does your county status compare to the statewide rate/average?

For the full population measured
Below

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Untreated Behavioral Health Conditions: Supplemental Measures

Adults that needed help for emotional/mental health problems or use of alcohol/drugs who had no visits for mental/drug/alcohol issues in past year(CHIS), 2023

How does your county status compare to the statewide rate?

For the full population measured
Below

What disparities did you identify across demographic groups or special populations?
No Disparities Data Available

Untreated Behavioral Health Conditions: Disparities Analysis

For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis
"Follow-Up After Emergency Department Visit for Substance Use / Mental Illness" do not take into account the Outreach and Engagement efforts of Behavioral Health Substance Use Recovery staff and the methods employed to assists our members with their recovery journey.
"Adults that Needed Help for Emotional/Mental Health Problems or Use of Alcohol/Drugs who had No Visits for Mental/Drug/Alcohol Issues in Past Year" is below the Statewide Rate due to our Behavioral Health Outreach EI measures and stigma reduction which include:
*Continuing to strengthen outreach and engagement efforts that move beyond awareness building to ensure identified individuals are directly connected to SMHS treatment through warm hand-offs and closed-loop referral systems.
*Expanding children/youth SMHS in outlying areas of the community, Corning, Los Molinos, Gerber, and Rancho Tehama to provide access to treatment.
*Expanding Assertive Field-Based SUD Services to meet members where they are to provide on-the-spot assessments and immediate linkage to care.
*Utilizing partnerships with local non-profits and other CBOs through housing programs to provide access to SMHS and SURS treatment.
*Having a renewed focus on engagement from homelessness to permanent housing solutions to encourage engagement with SMHS and SURS to increase access to services.

Follow-up after Emergency Department Visit for Substance Use as reported at Medi-Cal-Managed-Care-Technical-Report-Volume-4.xlsx for Tehama County is grouped into Region 1 with 6 other counties and is split between Anthem Blue Cross Partnership Plan and California Health & Wellness Plan; demonstrating an FUA-30Day rate of 34.23% and 33.93%, both of which are reported to be better than the DHCS-established high performance level of 32.38%.

Follow-Up After Emergency Department Visit for Mental Illness as reported at Medi-Cal-Managed-Care-Technical-Report-Volume-4.xlsx for Tehama County is grouped into Region 1 with 6 other counties and is split between Anthem Blue Cross Partnership Plan and California Health & Wellness Plan; demonstrating an FUM-30Day rate of 59.71% and 51.28% which places Anthem’s rate above the minimum performance level of 54.51% and the latter below the MPL.

Untreated Behavioral Health Conditions: Cross-Measure Questions

Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may reduce your county's level of untreated behavioral health conditions. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships or initiatives the count is implementing (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes)

"Follow-Up After Emergency Department Visit for Substance Use / Mental Illness" do not take into account the Outreach and Engagement efforts of Behavioral Health Substance Use Recovery staff and the methods employed to assists our members with their recovery journey.

"Adults that Needed Help for Emotional/Mental Health Problems or Use of Alcohol/Drugs who had No Visits for Mental/Drug/Alcohol Issues in Past Year" is below the Statewide Rate due to our Behavioral Health Outreach EI measures and stigma reduction which include:

*Continuing to strengthen outreach and engagement efforts that move beyond awareness building to ensure identified individuals are directly connected to SMHS treatment through warm hand-offs and closed-loop referral systems.

*Expanding children/youth SMHS in outlying areas of the community, Corning, Los Molinos, Gerber, and Rancho Tehama to provide access to treatment.

*Expanding Assertive Field-Based SUD Services to meet members where they are to provide on-the-spot assessments and immediate linkage to care.

*Utilizing partnerships with local non-profits and other CBOs through housing programs to provide access to SMHS and SURS treatment.

*Having a renewed focus on engagement from homelessness to permanent housing solutions to encourage engagement with SMHS and SURS to increase access to services.

File Upload

Please identify the category or categories of funding that the county is using to address the untreated behavioral health conditions goal

BHSA BHSS
BHSA FSP
BHSA Housing Interventions
1991 Realignment
2011 Realignment
Federal Financial Participation (SMHS, DMC/DMC-ODS)
SAMHSA PATH

MHBG
SUBG

Additional statewide behavioral health goals for improvement

Please review your county's status on the remaining eight statewide behavioral health goals using the primary measure(s) to compare your county to the statewide status and review the supplemental measure(s) for additional insights in the County Performance Workbook. These measures should inform the overall strategy and where relevant, be incorporated into the planning around the six priority goals.

In the next section, the county will select AT LEAST one goal from below for which your county is performing below the statewide rate/average on the primary measure(s) to improve on as a priority for the county.

For related policy information, refer to E.6.2 Primary and Supplemental Measures .

Care Experience: Primary Measures

Perception of Cultural Appropriateness/Quality Domain Score (Consumer Perception Survey (CPS)), 2024

How does your county status compare to the statewide rate/average?

For adults/older adults
Above

For children/youth
Above

Quality Domain Score (Treatment Perception Survey (TPS)), 2024

How does your county status compare to the statewide rate/average?

For adults/older adults
Above

For children/youth
Above

Engagement In School: Primary Measures

Twelfth Graders who Graduated High School on Time (Kids Count), 2022

How does your county status compare to the statewide rate/average?
Above

Engagement In School: Supplemental Measures

Meaningful Participation at School (California Health Kids Survey (CHKS)), 2023

How does your county status compare to the statewide rate/average?
Below

Student Chronic Absenteeism Rate (Data Quest), 2022

How does your county status compare to the statewide rate/average?
Below

Engagement In Work: Primary Measures

Unemployment Rate (California Employment Development Department (CA EDD)), 2023

How does your county status compare to the statewide rate/average?
Above

Engagement In Work: Supplemental Measures

Unable to Work Due to Mental Problems (California Health Interview Survey (CHIS)), 2023

How does your county status compare to the statewide rate/average?
Above

Overdoses: Primary Measures

All Drug-Related Overdose Deaths (California Department of Public Health (CDPH)), 2022

How does your county status compare to the statewide rate/average?

For the full population measured
Above

For adults/older adults
Above

For children/youth
Below

Overdoses: Supplemental Measures

All-Drug Related Overdose Emergency Department Visits (CDPH), 2022

How does your county status compare to the statewide rate/average?

For the full population measured
Above

For adults/older adults
Above

For children/youth
Above

Prevention And Treatment of Co-Occurring Physical Health Conditions: Primary Measures

Adults' Access to Preventive/Ambulatory Health Service & Child and Adolescent Well-Care Visits (DHCS), 2022

How does your county status compare to the statewide rate/average?

For adults (specific to Adults' Access to Preventive/Ambulatory Health Service)
Above

For children/youth (specific to Child and Adolescent Well-Care Visits)
Below

Prevention And Treatment of Co-Occurring Physical Health Conditions: Supplemental Measures

Diabetes Screening for People with Schizophrenia or Bipolar Disorder Who Are Using Antipsychotic Medications & Metabolic Monitoring for Children and Adolescents on Antipsychotics: Blood Glucose and Cholesterol Testing (DHCS), 2022

How does your county status compare to the statewide rate/average?

For adults/older adults (specific to Diabetes Screening for People with Schizophrenia or Bipolar Disorder Who Are Using Antipsychotic Medications)
Below

For children/youth (specific to Metabolic Monitoring for Children and Adolescents on Antipsychotics: Blood Glucose and Cholesterol Testing)
Below

Quality Of Life: Primary Measures

Perception of Functioning Domain Score (CPS), 2024

How does your county status compare to the statewide rate/average?

For the full population measured
Below

For adults/older adults
Above

For children/youth
Below

Quality Of Life: Supplemental Measures

Poor Mental Health Days Reported (Behavioral Risk Factor Surveillance System (BRFSS)), 2024

How does your county status compare to the statewide rate/average?

For the full population measured
Above

Social Connection: Primary Measures

Perception of Social Connectedness Domain Score (CPS), 2024

How does your county status compare to the statewide rate/average?

For the full population measured
Above

For adults/older adults
Above

For children/youth
Below

Social Connection: Supplemental Measures

Caring Adult Relationships at School (CHKS), 2023

How does your county status compare to the statewide rate/average?
Below

Suicides: Primary Measures

Suicide Deaths, 2022

How does your county status compare to the statewide rate/average?

For the full population measured
Above

Suicides: Supplemental Measures

Non-Fatal Emergency Department Visits Due to Self-Harm, 2022

How does your county status compare to the statewide rate/average?

For the full population measured
Above

For adults/older adults
Above

For children/youth
Below

County-selected statewide population behavioral health goals

For related policy information, refer to 3.E.6 Statewide Behavioral Health Goals .

Based on your county's performance or inequities identified, select at least one additional goal to improve on as a priority for the county for which your county is performing below the statewide rate/average on the primary measure(s). For each county-selected goal, provide the information requested below.
Suicides

Suicides

Please describe why this goal was selected
Tehama County's rates of completed suicide are 27.8 per 100,000. Placing us well above the average for the statewide measures.

What disparities did you identify across demographic groups or priority populations among the Additional Statewide Behavioral Health Goals? For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis
No data to graph. Rates not available.

Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may improve your county's level of Suicides and refer to any data that was used to make this decision (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes)
Tehama County's rates of completed suicide are 27.8 per 100,000. Placing us well above the average for the statewide measures. TCHSA will strengthen our MCT HMA Policy Academy Outreach Stigma reduction and engaging in a media campaign to highlight the accessibility of services to those in crisis.

Please identify the category or categories of funding that the county is using to address this goal

BHSA BHSS
BHSA FSP
BHSA Housing Interventions
1991 Realignment
2011 Realignment
Federal Financial Participation (SMHS, DMC/DMC-ODS)
SAMHSA PATH
MHBG
SUBG

Community Planning Process

All fields must be completed unless marked as optional. You don't need to finish everything at once–your progress will be saved automatically as you go. Use "Return to plan" to navigate between sections and track overall progress. For more information on this section, please see 3.B Community Planning Process .

Stakeholder Engagement

For related policy information, refer to 3.B.1 Stakeholder involvement

---

Please indicate the type of engagement used to obtain input on the planning process

Focus group discussions
Meeting(s) with county
County outreach through townhall meetings
Survey participation
Training, education, and outreach related to community planning
Workgroups and committee meetings

Include date(s) of stakeholder engagement for each type of engagement

Type of engagement

Training, education, and outreach related to community planning

Date

10/17/2025

Type of engagement

Survey participation

Date

12/4/2025

Type of engagement
Focus group discussions

Date
1/6/2026

Type of engagement
Workgroups and committee meetings

Date
1/8/2026

Type of engagement
Training, education, and outreach related to community planning

Date
1/8/2026

Type of engagement
Training, education, and outreach related to community planning

Date
1/13/2026

Type of engagement
Meeting(s) with county

Date
1/15/2026

Type of engagement
Training, education, and outreach related to community planning

Date
1/15/2026

Type of engagement
County outreach through townhall meetings

Date
1/20/2026

Type of engagement
Workgroups and committee meetings

Date
1/21/2026

Type of engagement
County outreach through townhall meetings

Date
1/22/2026

Type of engagement
Training, education, and outreach related to community planning

Date
1/27/2026

Type of engagement
Training, education, and outreach related to community planning

Date
3/27/2026

Type of engagement
Workgroups and committee meetings

Date
2/18/2026

Please list specific stakeholder organizations that were engaged in the planning process. Please do not include specific names of individuals
Community Members, Sunrise Rotary, Tehama County (TC) Police Activities League, TC Continuum of Care, Northern Valley Catholic Social Service, TC Health Services Agency Certified Peer Providers, Rolling Hills Clinic, Empower Tehama, TC Dept of Social Services, Northern California Child Development Inc., Greenville Rancheria, Dignity Health, The Poor and the Homeless (P.A.T.H.), All Weathers Pumps, Corning Health Care District, TC Health Services Agency, TC Department of Education, Veteran's Hall, Red Bluff High School, Restpadd Health, TC Library, Northern Valley Services, Red Bluff Health Care, Northern Valley Indian Health, Paskenta Band of Nomlaki Indians, TC Health Care Coalition, TC Public Health Advisory Board, TC Behavioral Health Advisory Board, TC Sheriff's Office, Sierra-Sacramento Valley EMS Agency, Saint Elizabeth Hospital, TC Veteran Services

What are the five most populous cities in counties with a population greater than 200,000 (Cities submitting IP independently are not required to collaborate with other cities) (Population and Housing Estimates for Cities, Counties, and the State)

	City name
1	
2	
3	
4	
5	

Were you able to engage all required stakeholders/groups in the planning process?
Yes

Please describe and provide documentation (such as meeting minutes) to support how diverse stakeholder viewpoints were incorporated into the development of the Integrated Plan, including any community-identified strengths, needs, and priorities
TCHSA engaged in multiple avenues to request input from the community as noted above and demonstrated in the below documents.

Upload File
BHSA Survey Spanish.pdf
BHSA Focus Groups.pdf
BHSA Survey Results Summary.pdf
BHSA Meetings.pdf

Local Health Jurisdiction (LHJ)

Cities submitting their Integrated Plan independently from their counties do not have to complete this section. For related policy information, refer to B.2 Considerations of Other Local Program Planning Processes .

Did the county work with its LHJ on the development of the LHJ's recent Community Health Assessment (CHA) and/or Community Health Improvement Plan (CHIP) ? Additional information regarding engagement requirements with other local program planning processes can be found in Policy Manual Chapter 3, Section B.2.3.
Yes

Please describe how the county engaged with LHJs, along with Medi-Cal managed care plans (MCPs), across these three areas in developing the CHA and/or CHIP: collaboration, data-sharing, and stakeholder activities
Behavioral Health contributed to the focus groups throughout the CHA and CHIP process.

Did the county utilize the County-LHJ-MCP Collaboration Tool provided via technical assistance?
No

Collaboration

Please select how the county collaborated with the LHJ
Attended key CHA and CHIP meetings as requested.
Served on CHA and CHIP governance structures and/or subcommittees as requested.

Data-Sharing

Data-Sharing to Support the CHA/CHIP

Select Statewide Behavioral Health Goals that were identified for data-sharing to support behavioral health-related focus areas of the CHA and CHIP
Access to Care
Engagement in School
Engagement in Work
Untreated Behavioral Health (BH) Conditions (e.g., substance use disorder, depression, maternal and child behavioral disorders, other adult mental health conditions)

Was data shared?
Yes

Data-Sharing from MCPS and LHJs to Support IP development

Select Statewide Behavioral Health Goals that were identified for data-sharing to inform IP development
Access to Care
Engagement in School
Engagement in Work
Untreated Behavioral Health (BH) Conditions (e.g., substance use disorder, depression, maternal and child behavioral disorders, other adult mental health conditions)

Was data shared?
No

Stakeholder Activities

Select which stakeholder activities the county has coordinated for IP development with the LHJ engagement on the CHA/CHIP. Please note that although counties must coordinate stakeholder activities with LHJ CHA/CHIP processes (where feasible), the options below are for illustrative purposes only and are not required forms of stakeholder activity coordination (e.g., counties do not need to conduct each of these activities)

Collaborated with LHJ to identify shared stakeholders that are key for both the IP and CHA/CHIP process.
Collaborated on joint surveys, focus groups, and/or interviews that can be used to inform both the IP and CHA/CHIP.
Co-hosted community sessions, listening tours, and/or other community events that can be used to strengthen stakeholder engagement for both the IP and CHA/CHIP.
Coordinated messaging and stakeholder events calendars (e.g., governance meetings) around IP development and CHA/CHIP engagement.

Most Recent Community Health Assessment (CHA), Community Health Improvement Plan (CHIP) or Strategic Plan

Has the county considered either the LHJ's most recent CHA/CHIP or strategic plan in the development of its IP ? Additional information regarding engagement requirements with other local program planning processes can be found in Policy Manual Chapter 3, Section B.2.3

Yes

Provide a brief description of how the county has considered the LHJ's CHA/CHIP or strategic plan when preparing its IP

In order to develop an aligned IP, we have drawn from the efforts and insights gained from the LHJ's CHA/CHIP processes and final publications to inform our formulation of a thriving community through appropriate assessment, assurance, and policy development, and thereby meeting the needs of the community as a whole.

Medi-Cal Managed Care Plan (MCP) Community Reinvestment

For related policy information, refer to B.2 Considerations of Other Local Program Planning Processes .

Please list the Managed Care Plans (MCP) the county worked with to inform the MCPs' respective community reinvestment planning and decision-making processes
Partnership Healthplan of California

Which activities in the MCP Community Reinvestment Plan submissions address needs identified through the Behavioral Health Services Act community planning process and collaboration between the county, MCP, and other stakeholders on the county's Integrated Plan?
The challenges faced by Tehama County residents include, but are not limited to, high poverty and unemployment rates, low education completion, and restricted access to healthcare.

Comment Period and Public Hearing

All fields must be completed unless marked as optional. You don't need to finish everything at once–your progress will be saved automatically as you go. Use "Return to plan" to navigate between sections and track overall progress. For related policy information, refer to B.3 Public Comment and Updates to the Integrated Plan .

Comment Period and Public Hearing

For related policy information, refer to B.3 Public Comment and Updates to the Integrated Plan .

Date the draft Integrated Plan (IP) was released for stakeholder comment
4/1/2026

Date the stakeholder comment period closed
4/30/2026

Date of behavioral health board public hearing on draft IP
3/18/2026

Please provide proof of a public posting with information on the public hearing. Please select the county's preferred submission modality
Link

Please provide the link to the public posting
https://www.tehamacohealthservices.net/news/

If the county uses an existing landing page or other web-based location to publicly post IPs for comment, please provide a link to the landing page

File Upload

Please select the process by which the draft plan was circulated to stakeholders
Public posting

Please describe stakeholder input in the table below. Please add each stakeholder group into their own row in the table

Stakeholder group that provided feedback
None at this time

Summarize the substantive revisions recommended this stakeholder during the comment period
None at this time

Please describe any substantive recommendations made by the local behavioral health board that are not included in the final Integrated Plan or update. If no substantive revisions were recommended by stakeholders during the comment period, please input N/A.

Substantive recommendations
None at this time

County Behavioral Health Services Care Continuum

All fields must be completed unless marked as optional. You don't need to finish everything at once–your progress will be saved automatically as you go. Use "Return to plan" to navigate between sections and track overall progress.

County Behavioral Health Services Care Continuum

The Behavioral Health Care Continuum is composed of two distinct frameworks for substance use disorder and mental health services. These frameworks are used for counties to demonstrate planned expenditures across key service categories in their service continuum. Questions on the Behavioral Health Care Continuum are in the Integrated Plan Budget Template.

Mark section as complete

County Provider Monitoring and Oversight

All fields must be completed unless marked as optional. You don't need to finish everything at once–your progress will be saved automatically as you go. Use "Return to plan" to navigate between sections and track overall progress. For related policy information, refer to 6.C.2 Securing Medi-Cal Payment .

Medi-Cal Quality Improvement Plans

Cities submitting their Integrated Plan independently from their counties do not have to complete this section or Question 1 under All BHSA Provider Locations.

For Specialty Mental Health Services (SMHS) or for integrated SMHS/Drug Medi-Cal Organized Delivery System (DMC-ODS) contracts under Behavioral Health Administrative Integration, please upload a copy of the county's current Quality Improvement Plan (QIP) for State Fiscal Year (SFY) 2026-2027

Tehama County MHP QAPI Plan CY 2026 04172026.pdf

Does the county operate a standalone DMC-ODS program (i.e., a DMC-ODS program that is not under an integrated SMHS/DMC-ODS contract)?

No

Contracted BHSA Provider Locations

As of the date this report is submitted, please provide the total number of contracted Behavioral Health Services Act (BHSA) provider locations offering non-Housing services for SFY 2025-26. I.e., BHSA-funded locations that are (i) not owned or operated by the county, and (ii) offer BHSA services other than Housing Interventions services. (A provider location should be counted if it offers both Housing Interventions and mental health (MH) or substance use disorder services (SUD); provider location that contracts with the county to provide both mental health and substance use disorder services should be counted separately.)

Services Provided



Number of contracted BHSA provider locations



Services Provided	Number of contracted BHSA provider locations
Mental Health (MH) services only	3
Substance Use Disorder (SUD) services only	0
Both MH and SUD services	0

Among the county's contracted BHSA provider locations, please identify the number of locations that also participate in the county's Medi-Cal Behavioral Health Delivery System (BHDS) (including SMHS and Drug MC/DMC-ODS) for SFY 2025-26

Services Provided	Number of Contracted BHSA Provider Locations
SMHS only	3
DMC/DMC-ODS only	0
Both SMHS and DMC/DMC-ODS systems	0

All BHSA Provider Locations

For related policy information, refer to B.2 Considerations of Other Local Program Planning Processes .

Among the county's BHSA funded SMHS provider locations (county-operated and contracted) that offer services/Levels of Care that may be covered by Medi-Cal MCPs as non-specialty mental health services (NSMHS), what percentage of BHSA funded SMHS providers contract with at least one MCP in the county for the delivery of NSMHS?

33

Please describe the county's plans to enhance rates of MCP contracting starting July 1, 2027, and over the subsequent two years among the BHSA provider locations that are providing services that can/should be reimbursed by Medi-Cal MCPs

Beginning July 1, 2027, Tehama County Health Services Agency (TCHSA) will implement a multi-year strategy to increase the number of Behavioral Health Safety Net (BHSA) provider locations that establish contracts with Medi-Cal Managed Care Plans (MCPs) for the delivery of Non-Specialty Mental Health Services (NSMHS).

Over the three-year period, TCHSA will:

• Engage all contracted BHSA providers delivering NSMHS to review their current service portfolios and identify services that are reimbursable through MCPs.

• Provide outreach, education, and technical assistance to support providers in understanding MCP requirements, credentialing processes, billing expectations, and contract readiness.

• Facilitate regular coordination meetings with MCPs to improve communication, address contracting barriers, and streamline provider onboarding.

• Encourage and support providers to enter into contracts with at least one MCP, with a goal of increasing MCP participation across all NSMHS provider sites.

• Monitor progress annually and adjust support strategies based on provider needs, MCP feedback, and changes in state policy or Medi-Cal requirements.

Through these efforts, TCHSA aims to expand reimbursement pathways for NSMHS and strengthen the overall sustainability of BHSA provider services within the county.

To maximize resource efficiency, counties must, as of July 1, 2027, require their BHSA providers to (subject to certain exceptions)

a. **Check whether an individual seeking services eligible for BHSA funding is enrolled in Medi-Cal and/or a commercial health plan, and if uninsured, refer the individual for eligibility screening**

b. **Bill the Medi-Cal Behavioral Health Delivery System for covered services for which the provider receives BHSA funding; and**

c. **Make a good faith effort to seek reimbursement from Medi-Cal Managed Care Plans (MCPs) and commercial health plans for covered services for which the provider receives BHSA funding**

Does the county wish to describe implementation challenges or concerns with these requirements?

No

Counties must monitor BHSA-funded providers for compliance with applicable requirements under the Policy Manual, the county's BHSA contract with DHCS, and state law and regulations. Effective SFY 2027-2028, counties must (1) adopt a monitoring schedule that includes periodic site visits and (2) preserve monitoring records, including monitoring reports, county-approved provider Corrective Action Plans (CAPs), and confirmations of CAP resolutions. Counties shall supply these records at any time upon DHCS's request. DHCS encourages counties to adopt the same provider monitoring schedule as under Medi-Cal: annual monitoring with a site visit at least once every three years. For providers that participate in multiple counties' BHSA programs, a county may rely on monitoring performed by another county.
Does the county intend to adopt this recommended monitoring schedule for BHSA-funded providers that:

Also participate in the county's Medi-Cal Behavioral Health Delivery System? (Reminder: Counties may simultaneously monitor for compliance with Medi-Cal and BHSA requirements)
Yes

Do not participate in the county's Medi-Cal Behavioral Health Delivery System?
Yes

Behavioral Health Services Act/Fund Programs

All fields must be completed unless marked as optional. You don't need to finish everything at once–your progress will be saved automatically as you go. Use "Return to plan" to navigate between sections and track overall progress.

Behavioral Health Services and Supports (BHSS)

For related policy information, refer to 7.A.1 Behavioral Health Services and Supports Expenditure Guidelines

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General

Please select the specific Behavioral Health Services and Supports (BHSS) that are included in your plan

Adult and Older Adult System of Care (non-FSP)
Early Intervention Programs (EIP)
Outreach and Engagement (O&E)
Workforce, Education and Training (WET)
Capital Facilities and Technological Needs (CFTN)
Children's System of Care (non-Full Service Partnership (FSP))

Children's System of Care (Non-Full Service Partnership (FSP)) Program

For each program or service of the county's BHSS funded Children's System of Care (non-FSP) program, provide the following information. If the county provides more than on program or service type, use the "Add" button. For related policy information, refer to 7.A.2 Children's, Adult, and Older Adult Systems of Care .

Please select the service types provided under Program

Mental health services
Supportive services
Substance Use Disorder treatment services

Please describe the specific services provided

Tehama County Health Services Agency (TCHSA), Behavioral Health (BH) delivers Children's System of Care through a variety of settings, including but not limited to: Behavioral Health Outpatient Clinics and the field-based deployment of Mental Health Educators, Community Health Workers, Case Resource Specialists, and Peers. Care may include linkage to services/programs (including Substance Use Recovery), peer support, engagement, psychosocial rehabilitation, psychoeducation, system navigation, public health campaigns for suicide prevention, adverse childhood experiences (ACEs) awareness, and financial support and management.

Staffing of Behavioral Health providers is a constant challenge within Tehama County, and TCHSA is dedicated to continuing to employ individuals who are dedicated to assisting our members with their recovery journey.

Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below

Plan Period by FY	Projected Number of Individuals Served
FY 2026 – 2027	575
FY 2027 – 2028	600
FY 2028 – 2029	625

Please describe any data or assumptions your county used to project the number of individuals served through the Children's System of Care

Projections based on reports delineating the number of individuals receiving SMHS and including an expansion to those members of the community with unmet needs.

Adult and Older Adult System of Care (Non-Full Service Partnership (FSP)) Program

For each program or service type that is part of the county's BHSS funded Adult and Older Adult System of Care (Non-FSP) program, provide the following information. If the county provides more than one program or service type, use the "Add" button. For related policy information, refer to 7.A.2 Children's, Adult, and Older Adult Systems of Care

Please select the service types provided under Program
Supportive services
Mental health services
Substance Use Disorder (SUD) treatment services

Please describe the specific services provided
Tehama County Health Services Agency (TCHSA), Behavioral Health (BH) delivers Adult/Older Adult Systems of Care through a variety of settings, including but not limited to: Behavioral Health Outpatient Clinics, STANS Wellness & Recovery Center, and the field-based deployment of Mental Health Educators, Community Health Workers, Case Resource Specialists, and Peers. Care may include linkage to services/programs (including Substance Use Recovery), peer support, engagement, psychosocial rehabilitation, psychoeducation, system navigation, public health campaigns for suicide prevention, adverse childhood experiences (ACEs) awareness, and financial support and management.
Staffing of Behavioral Health providers is a constant challenge within Tehama County, and TCHSA is dedicated to continuing to employ individuals who are dedicated to assisting our members with their recovery journey.

Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below

Plan Period by FY	Projected Number of Individuals Served
FY 2026 – 2027	775
FY 2027 – 2028	800
FY 2028 – 2029	825

Please describe any data or assumptions the county used to project the number of individuals served through the Adult and Older Adult System of Care
Projections based on reports delineating the number of individuals receiving SMHS and including an expansion to those members of the community with unmet needs.

Early Intervention (EI) Programs

For each program or service type that is part of the county's overall EI program, provide the following information. County EI programs must include all required components outlined in Policy

Manual Chapter 7, Section A.7.3 , but counties may develop multiple programs/interventions to meet all county EI requirements. If the county provides more than one program or service type, use the "Add" button. For related policy information, refer to 7.A.7 Early Intervention Programs .

Program or service name
Mobile Crisis Team (MCT)

Please select which of the three EI components are included as part of the program or service
Outreach
Access and Linkage: Screenings
Access and Linkage: Assessments
Access and Linkage: Referrals
Treatment Services and Supports: Services to address first episode psychosis (FEP)
Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide
Treatment Services and Supports: Services to address co-occurring mental health and substance use issues

Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs
Yes

Please select the EBPs and CDEPs that apply
Mobile Crisis, including use of tools such as the Columbia Suicide Severity Rating Scale or the Stanley-Brown Safety Plan
Seeking Safety (SS)

Please provide the name of the EBPs and CDEPs that apply

EBPs and CDEPs
Mobile Crisis - Columbia Suicide Severity Rating Scale, Stanley-Brown Safety Plan, and Seeking Safety

Please describe intended outcomes of the program or service
TCHSA Mobile Crisis Team responds to individuals in a behavioral health crisis to assess and provide services and linkages as appropriate to prevent suicide and hospitalization and/or incarceration. Services are provided where the individual is located, whether at a school, home, or in a public space.

Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2
No

Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY)

Plan Period by FY	Projected Number of Individuals Served
FY 2026 – 2027	2000
FY 2027 – 2028	2100
FY 2028 – 2029	2200

Please describe any data or assumptions the county used to project the number of individuals served through EI programs
Projected number of individuals served is based on the data from prior years of service, taking into account the probable increase in access due to consistent outreach and engagement.

Early Intervention (EI) Programs

For each program or service type that is part of the county's overall EI program, provide the following information. County EI programs must include all required components outlined in Policy Manual Chapter 7, Section A.7.3 , but counties may develop multiple programs/interventions to meet all county EI requirements. If the county provides more than one program or service type, use the

"Add" button. For related policy information, refer to 7.A.7 Early Intervention Programs .

Program or service name
Early Intervention Education

Please select which of the three EI components are included as part of the program or service
Outreach
Access and Linkage: Referrals

Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs
No

Please describe intended outcomes of the program or service
Tehama County's Early Intervention program is designed to prevent mental illnesses and substance use disorders from becoming severe and disabling while actively reducing disparities in behavioral health access and outcomes across the community. Through robust outreach, education, and skill building initiatives, the county implements a range of evidence based programs—including Mental Health First Aid (MHFA), Youth Mental Health First Aid (YMHFA), Applied Suicide Intervention Skills Training (ASIST), and Nurturing Families (NF)—that equip community members, families, educators, and first responders to recognize early signs of behavioral health challenges and respond with appropriate support. These programs strengthen the county's early identification network and create multiple, culturally responsive pathways into care, helping individuals receive assistance before symptoms progress to more serious levels. They also play a critical role in reducing stigma, improving understanding of behavioral health conditions, and increasing engagement among populations that have historically faced barriers to services. Throughout trainings, self-care practices are emphasized to promote resilience and wellness among both participants and those they support. By expanding early detection, enhancing community capacity, and fostering equitable access, Tehama County's Early Intervention program lays the foundation for a healthier, more connected community and a more responsive behavioral health continuum.

Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2
No

Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY)

Plan Period by FY	Projected Number of Individuals Served
FY 2026 – 2027	200
FY 2027 – 2028	225
FY 2028 – 2029	250

Please describe any data or assumptions the county used to project the number of individuals served through EI programs

Projected number of individuals served is based on the data from prior years of service, taking into account the probable increase due to consistent outreach and engagement.

Early Intervention (EI) Programs

For each program or service type that is part of the county's overall EI program, provide the following information. County EI programs must include all required components outlined in Policy Manual Chapter 7, Section A.7.3 , but counties may develop multiple programs/interventions to meet all county EI requirements. If the county provides more than one program or service type, use the "Add" button. For related policy information, refer to 7.A.7 Early Intervention Programs .

Program or service name

Therapeutic Drumming

Please select which of the three EI components are included as part of the program or service

Treatment Services and Supports: Other

Please specify "other" type of Treatment Services and Supports

Evidence-Based intervention that reduces stress, boosts immunity, and process emotions.

Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs
No

Please describe intended outcomes of the program or service
Reduce stress, boost immune system, mental health support through grounding techniques, provides emotional expression, social connection, cognitive stimulation, trauma release, and community building.

Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2
No

Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY)

Plan Period by FY	Projected Number of Individuals Served
FY 2026 – 2027	1300
FY 2027 – 2028	1400
FY 2028 – 2029	1500

Please describe any data or assumptions the county used to project the number of individuals served through EI programs
The Drumming Circle has about 10-15 participants per week, many of whom return every week (~830), and TCHSA Health Educators reach about 250-500 school-aged participants through outreach programs in the public school system. Projected number of individuals served is based on the previous information and continued outreach and engagement.

Early Intervention (EI) Programs

For each program or service type that is part of the county's overall EI program, provide the following information. County EI programs must include all required components outlined in Policy Manual Chapter 7, Section A.7.3 , but counties may develop multiple programs/interventions to meet all county EI requirements. If the county provides more than one program or service type, use the "Add" button. For related policy information, refer to 7.A.7 Early Intervention Programs .

Program or service name
Peer Advocate Program

Please select which of the three EI components are included as part of the program or service
Outreach
Access and Linkage: Referrals
Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide

Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs
No

Please describe intended outcomes of the program or service
TCHSA Peer Advocates are individuals who share the experience of living with mental health challenges and are trained to provide recovery-oriented, culturally appropriate services; promoting socialization, self-sufficiency, advocacy, engagement, and supports that are trauma aware.

Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the Policy Manual Chapter 7, Section A.7.2
No

Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY)

Plan Period by FY	Projected Number of Individuals Served
FY 2026 – 2027	1200
FY 2027 – 2028	1300
FY 2028 – 2029	1400

Please describe any data or assumptions the county used to project the number of individuals served through EI programs
Projected number of individuals served is based on the data from prior years of service, taking into account

the probable increase due to consistent outreach and engagement.

Coordinated Specialty Care for First Episode Psychosis (CSC) program

For related policy information, refer to 7.A.7.5.1 Coordinated Specialty Care for First Episode Psychosis .

Please provide the following information on the county's Coordinated Specialty Care for First Episode Psychosis (CSC) program

CSC program name
Early Psychosis Intervention & Care Coordination (EPICC)

CSC program description
Through early intervention in psychosis and providing immediate access to services, TCHSA aims to decrease hospitalization, institutional placement, incarceration, and morbidity and disability associated with untreated psychosis. Members and families are actively engaged in increasing their knowledge of mental and physical health characteristics while participating in the program. Family involvement is encouraged but not required for members to receive support from the EPICC team, and members can determine which areas of support they wish to engage with. Members and families are provided with an array of services tailored to assist the member while addressing their particular needs and recovery from member-driven goals.

DHCS will provide counties with information to complete the estimated fields for eligible population and practitioners/teams needed for CSC. The estimated numbers of teams/practitioners reflect the numbers needed to reach the entire eligible population (i.e., achieve a 100 percent penetration rate), and DHCS recognizes that counties will generally not be able to reach the entire eligible population. These projections are not binding and are for planning purposes. In future guidance, DHCS will provide more information on the number of teams counties must implement to demonstrate compliance with BHSA CSC requirements

Please review the total estimated number of individuals who may be eligible for CSC (based on the Service Criteria in the Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) Evidence Based Practice (EBP) Policy Guide and the Policy Manual Chapter 7, Section A.7.5). Please input the estimates provided to the county in the table below.

CSC Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	12
Number of Uninsured Individuals	<11*

CSC Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	4
Number of Teams Needed to Serve Total Eligible Population	1

Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSA funding allocation for BHSS, please provide the total number of teams and Full-Time Equivalents (FTEs) (county and non-county contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTE) to provide CSC over this Integrated Plan period, by fiscal year.

County Actuals	FY 26-27	FY 27-28	FY 28-29

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	6	7	8
Total Number of Teams	1	1	1

Will the county's CSC program be supplemented with other (non-BHSA) funding source(s)?
No

Outreach and Engagement (O&E) Program

For each program or activity that is part of the county's standalone O&E programs provide the following information. If the county provides more than one program or activity, use the "Add" button. For related policy information, refer to 7.A.3 Outreach and Engagement .

Program or activity name
Community Engagement & Outreach

Please describe the program or activity
Tehama County implements targeted outreach and engagement activities designed to connect unserved and underserved individuals with behavioral health services and support. Health Educators collaborate with community partners, service providers, schools, tribal organizations, and culturally specific groups to identify individuals who may be at increased risk for behavioral health challenges and facilitate access to appropriate resources. Outreach efforts include participation in targeted resource events, small-group educational presentations, referrals from community partners, and engagement in locations frequented by individuals experiencing homelessness, housing instability, social isolation, or other barriers to care.

Health Educators provide culturally and linguistically responsive information and support tailored to the needs of specific populations, including Latino/x communities, tribal communities, LGBTQ+ youth, older adults, and individuals with limited access to transportation or technology. Through relationship-building, individualized engagement, and collaboration with trusted community organizations, these activities help

reduce barriers to care, increase awareness of available services, support early identification of behavioral health needs, and facilitate timely connections to treatment and recovery supports. By focusing resources on individuals and groups facing elevated risk or disparities in access, these non-population-based prevention activities strengthen equitable access to behavioral health services and improve outcomes for underserved community members.

Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below

Plan Period by FY	Projected Number of Individuals Served
FY 2026 – 2027	4000
FY 2027 – 2028	4200
FY 2028 – 2029	4500

Please describe any data or assumptions the county used to project the number of individuals served through O&E programs

Projected number of individuals served is based on the data from prior years of service, taking into account the probable increase due to consistent outreach and engagement.

County Workforce, Education, and Training (WET) Program

As described in the Policy Manual, WET activities should supplement, but not duplicate, funding available through other state-administered workforce initiatives, including the Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) workforce initiative administered by the Department of Health Care Access and Information (HCAI). Counties should prioritize available BH-CONNECT and other state-administered workforce programs whenever possible. Responses in this section should address the county's WET program. Other workforce efforts should be addressed in the Workforce Strategy section of the Integrated Plan (IP).
For each program or activity that is part of the county's overall WET program, provide the following information. If the county provides more than one program or activity type, use the "Add" button.
For related policy information, refer to 7.A.4 Workforce Education and Training .

Program or activity name

TCHSA Staff Training & Education

Please select which of the following categories the activity falls under
Continuing Education

Please describe efforts to address disparities in the Behavioral Health workforce.
Additional information regarding diversity of the behavioral health workforce can found in Policy Manual Chapter 7, Section A.4.9
Tehama County may utilize Behavioral Health Subaccount (BHSS) funds to strengthen and diversify the behavioral health workforce by supporting activities that increase racial, ethnic, and geographic representation and promote the inclusion of individuals with lived experience. These efforts are incorporated across all Workforce, Education & Training (WET) components in recognition of the need for a culturally and linguistically competent workforce capable of meeting the behavioral health needs of residents from all backgrounds. Strategies may include targeted recruitment in rural and frontier areas, partnerships with schools, colleges, and community-based organizations serving diverse populations, and expanded pathways for peers and individuals with lived experience to enter the workforce through training, internships, and career development opportunities. Additionally, TCHSA provides a three-day, POST-certified Crisis Intervention Training (CIT) for law enforcement and first responders throughout the county as well as an added one-day CIT for all county employees. Tehama County is an equal opportunity employer and values diversity within the organization. The county does not discriminate on the basis of race, religion, color, national origin, gender, sexual orientation, age, marital status, veteran status, or disability status, and ensures that individuals with disabilities receive reasonable accommodations during the application, examination, and interview process, in performing essential job functions, and in accessing employment benefits. To request an accommodation, applicants may contact the Personnel Office at tehamahr@co.tehama.ca.us or 530 527 4183. Through the combined use of BHSS funding and inclusive hiring practices, Tehama County aims to build a behavioral health workforce that reflects the community it serves, reduces care disparities, and enhances the effectiveness and cultural responsiveness of services across the behavioral health system.

Capital Facilities and Technological Needs (CFTN) Program

For each project that is part of the county's CFTN project, provide the following information. If the county provides more than one project, use the "Add" button. Additional information on CFTN policies can be found in Policy Manual Chapter 7, Section A.5 .

Project name
Electronic Health Records (EHR) System

Please select the type of project
Technological needs project

If Technological Needs Project, please select the focus area(s) of the project
Electronic health record system

Please describe the project
Providing necessary updates to infrastructure and programming to ensure appropriate access to and functionality of member EHR to facilitate the provision of services in accordance with the CalAim directive of the no wrong door policy.

Full Service Partnership Program

DHCS will provide counties with information to complete the estimated fields for eligible population and practitioners/teams needed for each EBP. The estimated numbers of teams/practitioners reflect the numbers needed to reach the entire eligible population (i.e., achieve a 100 percent penetration rate), and DHCS recognizes that counties will generally not be able to reach the entire eligible population, in consideration of BHSA funding availability. These projections are not binding and are for planning purposes only. In future guidance, DHCS will provide more information on the number of teams counties must implement to demonstrate compliance with BHSA FSP requirements. For related policy information, refer to 7.B.3 Full Service Partnership Program Requirements and 7.B.4 Full Service Partnership Levels of Care

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Please review the total estimated number of individuals who may be eligible for each of the following Full Service Partnership (FSP) services (consistent with the Service Criteria in the Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) Evidence-Based Practice (EBP) Policy Guide , the Policy Manual Chapter 7, Section B , and forthcoming High Fidelity Wraparound (HFW) Medi-Cal Guidance): Assertive Community Treatment (ACT) and Forensic Assertive Community Treatment (FACT), Full Service Partnership (FSP) Intensive Case Management (ICM), HFW and Individual Placement and Support (IPS) Model of Supported Employment). Please input the estimates provided to the county in the table below

Total Adult FSP Eligible Population	Estimates

Total Adult FSP Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	265
Number of Uninsured Individuals	32
Number of Total FSP Eligible Individuals with Some Justice-System Involvement	131

Assertive Community Treatment (ACT) and Forensic Assertive Community Treatment (FACT) Eligible Population

Please input the estimates provided to the county in the table below

ACT Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	47
Number of Uninsured Individuals	<11*

FACT Eligible Population (ACT with Justice-System Involvement)	Estimates
Number of Medi-Cal Enrolled Individuals	24

FACT Eligible Population (ACT with Justice-System Involvement)	Estimates
Number of Uninsured Individuals	3

ACT/FACT Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	<11*
Number of Teams Needed to Serve Total Eligible Population	<11*

Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSA funding allocation for FSP, please provide the total number of teams and Full-Time Equivalents (FTEs) (county and non-county contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTEs) to provide ACT and FACT over this Integrated Plan period, by fiscal year. DHCS will provide further guidance and Technical Assistance (TA) to assist counties with completing these fields.

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	0	0	0
Total Number of Teams	0	0	0

Full Service Partnership (FSP) Intensive Case Management (ICM) Eligible Population

Please input the estimates provided to the county in the table below

FSP ICM Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	194
Number of Uninsured Individuals	23

FSP ICM Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	10
Number of Teams Needed to Serve Total Eligible Population	2

Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSA funding allocation for FSP, please provide the total number of teams and FTEs (county and non-county contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTEs) to provide FSP ICM over this Integrated Plan period, by fiscal year. DHCS will provide further guidance and TA to assist counties with completing these fields.

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	10	10	10

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Teams	2	2	2

High Fidelity Wraparound (HFW) Eligible Population

Please input the estimates provided to the county in the table below

HFW Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	58
Number of Uninsured Individuals	12

HFW Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	22
Number of Teams Needed to Serve Total Eligible Population	1

Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSA funding allocation for FSP, please provide the total number of teams and FTEs (county and non-county contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTE) to provide HFW over this Integrated Plan period, by fiscal year. DHCS will provide further guidance and TA to assist counties with completing these fields.

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	10	10	10
Total Number of Teams	1	1	1

Individual Placement and Support (IPS) Eligible Population

Please input the estimates provided to the county in the table below

IPS Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	331
Number of Uninsured Individuals	39

IPS Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	25
Number of Teams Needed to Serve Total Eligible Population	10

Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSA funding allocation for FSP, please provide the total number of teams and FTEs (county and non-county contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTE) to provide IPS over this Integrated Plan period, by fiscal year.

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	0	0	0
Total Number of Teams	0	0	0

Full Service Partnership (FSP) Program Overview

Please provide the following information about the county's BHSA FSP program

Will any of the estimated number of practitioners the county plans to utilize (provided above) be responsible for providing more than one EBP?

No

Please describe how the county is employing a whole-person, trauma-informed approach, in partnership with families or an individual's natural supports

TCHSA employs a culturally competent, strength based, client and family driven, recovery and wellness centered evidenced based approach to help people achieve a high quality of life as integrated members of the community throughout their recovery journey. With an integrative and collaborative approach, TCHSA ensures that we are addressing the issues faced by our members to best meet the needs of those we serve and provide the hope that things can and will get better.

Please describe the county's efforts to reduce disparities among FSP participants

TCHSA consistently employs bilingual service providers at all levels of the agency who are fluent in the county's single threshold language, Spanish. Additionally, the Cultural Competency Committee meets monthly to address any concerns that have been expressed to the agency. The Committee also plans, creates, and presents Cultural Competency training at the Agency quarterly meetings on a semi-annual basis (April and October).

Certified Peer Specialists provide support for individuals through the STANS Wellness & Recovery Center, delivering group and individual interactions to benefit the well-being and progress of our members. Our Member Employment Program allows individuals to engage in rehabilitative employment activities and fosters a sense of accomplishment as they learn marketable skills while earning an income.

Select which goals the county is hoping to support based on the county's allocation of FSP funding

Access to care
Homelessness
Institutionalization
Justice involvement
Removal of children from home
Untreated behavioral health conditions
Care experience
Engagement in school
Engagement in work
Overdoses
Prevention of co-occurring physical health conditions
Quality of life
Social connection
Suicides

Please describe what actions or activities the county behavioral health system is doing to provide ongoing engagement services to individuals receiving FSP ICM

Tehama County FSP ICM programs will engage in assertive outreach and engagement to continually engage members in their own care. Treatment plans are individualized and created in collaboration with the member increasing member engagement in their care. TCHSA works to build on members' strengths and to involve members in goal setting based on their readiness for change. TCHSA works to identify barriers to care so that strategies can be implemented to overcome those barriers. TCHSA embraces the 'whatever it takes' approach, which allows staff to be flexible with service delivery and meet clients where they are in the community. TCHSA is working toward expanding our workforce classifications to include the use of Certified Peer Support Providers. Currently, we have staff who have completed their Peer Certification, and we are working through the county process to add a job classification within the county. We have already fully implemented the peer support role with a contracted provider for unbillable services.

Ongoing engagement services is a required component of ACT, FACT, IPS, and HFW. Please describe any ongoing engagement services the county behavioral health system will provide beyond what is required of the EBP

Please describe how the county will comply with the required FSP levels of care (e.g., transition FSP ICM teams to ACT, stand up new ACT teams and/or stand up new FSP ICM teams, etc.)

Tehama County has submitted an exemption from providing ACT/FACT.

Please indicate whether the county FSP program will include any of the following optional and allowable services

No

Primary substance use disorder (SUD) FSPs

No

Outreach activities related to enrolling individuals living with significant behavioral health needs in an FSP (activities that fall under assertive field-based initiation of substance use disorder treatment services will be captured separately in the next section)

No

Other recovery-oriented services
No

If there are other services not described above that the county FSP program will include, please list them here. For team-based services, please include number of teams. If no additional FSP services, use "N/A"
Assisted Outpatient Treatment (AOT)

What actions or activities did the county behavioral health system engage in to consider the unique needs of eligible children and youth in the development of the county's FSP program (e.g., review data, engage with stakeholders, analyze research, etc.) who are:

In, or at-risk of being in, the juvenile justice system
TCHSA will continue collaboration with stakeholders like Interagency Leadership Team, Interagency Child and Family Service Collaborative, and Justice Involved Youth, in additional to the Behavioral Health Advisory Board and Public Health Advisory Board to analyze needs of the youth within our community.

Lesbian, Gay, Bisexual, Transgender, Queer, Plus (LGBTQ+)
TCHSA has reached out to the LGBTQ+ community for collaboration concerning this Integrated Plan through surveys and public meetings. Additionally, the Cultural Competency Committee has begun the outreach process in an effort to work with advocacy groups within Northern California and locally to address the needs of those in our community.

In the child welfare system
TCHSA is partnered with the Tehama County Department of Social Services to provide support to the children of our community who are affected by mental health challenges.

What actions or activities did the county behavioral health system engage in to consider the unique needs of eligible adults in the development of the county's FSP (e.g., review data, engage with stakeholders, analyze research, etc.) who are

Older adults
TCHSA regularly engages with stakeholders that are representatives of this demographic through our Behavioral Health Advisory Board, service providers, county partners, Homeless Navigation Center, public meetings, and surveys.

Lesbian, Gay, Bisexual, Transgender, Queer, Plus (LGBTQ+)
TCHSA has reached out to the LGBTQ+ community for collaboration concerning this Integrated Plan through surveys and public meetings. Additionally, the Cultural Competency Committee has begun the outreach process in an effort to work with advocacy groups within Northern California and locally to address the needs of those in our community.

In, or are at risk of being in, the justice system
TCHSA Behavioral Health Court is designed to connect criminal defendants with diagnosed behavioral health disorders to treatment services in the community and reduce crime recidivism by providing treatment and case management services to persons struggling with mental illness and committing criminal offenses.
Additionally, Adult Drug Court provides Substance Use treatment, community supervision, drug testing, case management, education, and housing support to individuals convicted of a crime directly related to drug and/or alcohol use. Members often have committed a felony and been sentenced to attend all drug court services in lieu of lengthy jail and/or prison time. While in drug court, participants are closely monitored by the Drug Court Judge with frequent court appearances, closely supervised by a dedicated probation officer, and are expected to participate in a comprehensive treatment program.

Assertive Field-Based Substance Use Disorder (SUD) Questions

For related policy information, refer to 7.B.6 Assertive Field-Based Initiation for Substance Use Disorder Treatment Services

Please describe the county behavioral health system's approach and timeline(s) to support and implement assertive field-based initiation for SUD treatment services program requirements by listing the existing and new programs (as applicable) that the county will leverage to support the assertive field-based SUD program requirements and provide the current funding source, BHSA service expansion, and the expected timeline for meeting programmatic requirements to expand existing programs and/or stand up new initiatives before July 1, 2029. Counties should include programs not funded directly or exclusively by BHSA dollars. Additional information regarding assertive field-based initiation for SUD treatment services can be found in the BHSA Policy Manual Chapter 7, Section B.6.

Existing Programs for Assertive Field-Based SUD Treatment Services

Targeted outreach

Existing programs
Homeless Outreach

Program descriptions
The Team provides both physical and preventive care while connecting patients to wrap-around services that may include behavioral health support, substance use recovery support, shelter and housing resources, medical insurance registration, and access to food and income.

Current funding source
Homeless Housing, Assistance and Prevention Grant

BHSA changes to existing programs to meet BHSA requirements
Tehama County will leverage its existing Homeless Outreach programs to expand BHSA-supported efforts focused on assertive, field-based initiation of Substance Use Disorder (SUD) treatment services. The county's homeless outreach teams—already active in encampments, shelters, motels, rural areas, and crisis locations—will integrate enhanced BHSA initiatives that allow staff to identify SUD treatment needs earlier, provide immediate engagement, and initiate treatment in the field. Outreach staff will be equipped to conduct brief screenings, facilitate same-day access to medication-assisted treatment when appropriate, and provide warm handoffs to the county's SUD providers and withdrawal management services. These teams will coordinate closely with mobile crisis units, housing navigators, peer specialists, and partnering community organizations to ensure that individuals experiencing homelessness receive low-barrier access to SUD treatment and supportive services. BHSA funds will support training in harm reduction, trauma-informed care, and motivational interviewing to strengthen the capacity of outreach teams to engage individuals who may be ambivalent about treatment. By combining BHSA-funded SUD treatment initiatives with established homelessness outreach infrastructure, Tehama County will deliver a more proactive, responsive, and coordinated approach that connects individuals to treatment earlier, reduces overdose risk, and supports long-term stability through integrated care and housing pathways.

Expected timeline of operation
In operation

Mobile-field based programs

Existing programs
Mobile Crisis Team

Program descriptions
Provides field-based services to individuals when and where it is needed, to include any Behavioral Health service; including Substance Use Recovery and Suicide Intervention services.

Current funding source
MHSA and Medical

BHSA changes to existing programs to meet BHSA requirements
Tehama County will expand its BHSA initiatives for assertive, field-based initiation of Substance Use Disorder (SUD) treatment services by fully integrating these efforts into the county's existing Mobile Crisis and Mobile Clinic programs. The Mobile Crisis Team, already trained in rapid response, de-escalation, and field-based clinical engagement, will incorporate enhanced SUD screening, harm reduction strategies, and immediate referral or transport to SUD services when appropriate. With BHSA support, Mobile Crisis clinicians will be equipped to initiate brief interventions, conduct same-day warm handoffs to SUD treatment providers, and coordinate directly with the county's Homeless Outreach and Access Teams to ensure continuity of care. Similarly, the Mobile Clinic—operated in partnership with physical health and behavioral health providers—will expand its capacity to deliver low-barrier SUD services in the field, including same-day assessments, medication-assisted treatment (MAT) induction when clinically appropriate, and on-site peer support education. Both mobile programs will work collaboratively to reach residents in rural and geographically isolated areas, encampments, motels, and other nontraditional settings where individuals may struggle to access clinic-based care. BHSA funding will support additional training for mobile staff in trauma informed care, motivational interviewing, cultural responsiveness, and co-occurring disorders to enhance engagement with individuals who may be reluctant to seek treatment. Through these coordinated field-based efforts, Tehama County will strengthen early identification, reduce service barriers, expand access to SUD treatment, and support long term recovery for individuals across the county's diverse communities.

Expected timeline of operation
In operation

Open-access clinics

Existing programs
TCHSA Medical Clinic

Program descriptions
Provides MAT services on an outpatient basis during regular operating hours (8:00am-5:00pm, Monday-Friday).

Current funding source
SOR-IV Grant

BHSA changes to existing programs to meet BHSA requirements
Tehama County will integrate low barrier, low threshold, rapid access to Medication-Assisted Treatment (MAT) within its Rural Health Clinic (RHC) services to ensure timely, accessible treatment for residents in remote and underserved areas. The RHCs will adopt open access scheduling models that allow same day walk in assessments and rapid initiation of MAT, including buprenorphine and naltrexone, with streamlined referrals to partnering opioid treatment programs or medication units for individuals requiring methadone. Building upon the capabilities of the Mobile Crisis and Mobile Clinic programs, RHC clinicians will be trained and equipped to conduct field-based MAT initiation and provide direct linkage back to clinic sites for follow-up care. The RHCs will strengthen collaboration with harm-reduction partners, including syringe service programs, to facilitate warm handoffs, provide safer use supplies, and maintain engagement with individuals who are hesitant to access traditional clinic environments. BHSA funding will support additional staff training in trauma informed SUD engagement, motivational interviewing, and culturally responsive practices to meet the needs of rural residents, Latino/x communities, tribal populations, older adults, and individuals experiencing homelessness. By enhancing service accessibility through open access clinics, flexible drop in options, partnerships with harm reduction providers, and rapid linkage to methadone services when appropriate, Tehama County's Rural Health Clinics will expand their capacity to deliver responsive, equitable, and low barrier MAT services that promote early intervention and long-term recovery across the county's diverse and geographically dispersed communities.

Expected timeline of operation
In operation

New Programs for Assertive Field-Based SUD Treatment Services

Targeted outreach

New programs
Nothing planned at this time

Program descriptions
N/A

Planned funding
N/A

Planned operations
N/A

Expected timeline of implementation
N/A

Mobile-field based programs

New programs
Nothing planned at this time

Program descriptions
N/A

Planned funding
N/A

Planned operations
N/A

Expected timeline of implementation
N/A

Open-access clinics

New programs
Nothing planned at this time

Program descriptions
N/A

Planned funding
N/A

Planned operations
N/A

Expected timeline of implementation
N/A

Medications for Addiction Treatment (MAT) Details
Please describe the county's approach to enabling access to same-day medications for addiction treatment (MAT) to meet the estimated population needs before July 1, 2029.

Describe how the county will assess the gap between current county MAT resources (including programs and providers) and MAT resources that can meet estimated needs
Tehama County will assess the gap between its current MAT resources and the level of services needed to meet community demand through a structured, multi step evaluation process that incorporates data analysis, provider capacity assessments, and stakeholder input. The county will begin by reviewing existing MAT programs and provider capacity across its clinics, Rural Health Clinics, contracted SUD treatment providers, and field-based programs such as the Mobile Crisis and Mobile Clinic teams. This assessment will include an inventory of current prescribers, waivered clinicians, medication units, referral pathways for methadone, and the availability of same day or open-access appointments. Concurrently, the county will analyze local epidemiological data—including overdose trends, emergency department utilization, homelessness outreach data, law enforcement encounters, and prevalence of opioid and stimulant use disorders—to estimate the level of unmet need for MAT across geographic regions and population groups. Tehama County will supplement this data with qualitative input from community partners, individuals with lived experience, rural and tribal community stakeholders, and harm reduction organizations to identify barriers, access disparities, and community specific priorities. By comparing estimated need to current service capacity, the county will identify gaps in provider availability, medication access (including methadone), geographic reach, culturally responsive services, and field-based initiation. The findings will guide operational and funding decisions, including where to expand open-access MAT services, increase training for clinicians, strengthen referral pathways, and enhance partnerships with opioid treatment programs. Through this comprehensive assessment process, Tehama County will ensure its MAT system evolves to meet the needs of its diverse and geographically dispersed population. Tehama has the capacity to provide MAT services to youth; however, this continues to be an unmet need due to lack of awareness of

program availability and services to be offered. Tehama has started conversations internally to make this service more visible in the community.

Select the following practices the county will implement to ensure same day access to MAT
Operate MAT clinics directly
Leverage telehealth model(s)
Partner with neighboring counties
Contract with MAT providers in other counties

Please provide the names of the neighboring counties the county will partner with
TCHSA will provide referrals to NTP clinics located in neighboring Shasta and/or Butte counties.

Please provide the names of other counties the contracted MAT providers are located in
TCHSA will provide referrals to NTP clinics located in neighboring Shasta and/or Butte counties.

What forms of MAT will the county provide utilizing the strategies selected above?
Buprenorphine
Naltrexone

Housing Interventions

Planning

For related policy information, refer to 7.C.3 Program priorities and 7.C.4 Eligible and priority populations

System Gaps

Please identify the biggest gaps facing individuals experiencing homelessness and at risk of homelessness with a behavioral health condition who are Behavioral Health Services Act (BHSA) eligible in the county. Please use the following definitions to inform your response: No gap – resources and connectivity available; Small gap – some resources available but limited connectivity; Medium gap – minimal resources and limited connectivity available; Large gap –

limited or no resources and connectivity available; Not applicable – county does not have setting and does not consider there to be a gap. Counties should refer to their local Continuum of Care (CoC) Housing Inventory Count (HIC) to inform responses to this question.

Supportive housing
Medium gap

Apartments, including master-lease apartments
Medium gap

Single and multi-family homes
Large gap

Housing in mobile home communities
Medium gap

(Permanent) Single room occupancy units
Medium gap

(Interim) Single room occupancy units
Medium gap

Accessory dwelling units, including junior accessory dwelling units
Not applicable

(Permanent) Tiny homes
Medium gap

Shared housing
Medium gap

(Permanent) Recovery/sober living housing, including recovery-oriented housing
Not applicable

(Interim) Recovery/sober living housing, including recovery-oriented housing
Not applicable

Assisted living facilities (adult residential facilities, residential facilities for the elderly, and licensed board and care)
Small gap

License-exempt room and board
Not applicable

Hotel and Motel stays
Medium gap

Non-congregate interim housing models
Medium gap

Congregate settings that have only a small number of individuals per room and sufficient common space (does not include behavioral health residential treatment settings)
Medium gap

Recuperative Care
Medium gap

Short-Term Post-Hospitalization housing
Medium gap

(Interim) Tiny homes, emergency sleeping cabins, emergency stabilization units
Medium gap

Peer Respite
Not applicable

Permanent rental subsidies
Large gap

Housing supportive services
Medium gap

What additional non-BHSA resources (e.g., county partnerships, vouchers, data sharing agreements) or funding sources will the county behavioral health system utilize (local, state, and federal) to expand supply and/or increase access to housing for BHSA eligible individuals **?**
TCHSA has partnered with two developers to bring a total of 88 apartment units into the City of Red Bluff, the county seat, through No Place Like Home (NPLH) and Homekey+ initiatives. These will include 86 units with project-based vouchers, 50 Low-Income housing units, 10 NPLH units, 13 Homekey+ units, and 13 NPLH/Homekey+ units. Additionally, TCHSA has partnered with the P.A.T.H. Navigation center through a BHBH Grant to provide transitional housing solutions to those in need.

How will BHSA Housing Interventions intersect with those other resources and supports to strengthen or expand the continuum of housing supports available to BHSA eligible individuals?
TCHSA will employ Case Resource Specialists to provide supportive services to our members, assisting them with transitioning to and maintaining positive housing solutions through appropriate Housing Interventions.
TCHSA has completed and put in operation one No Place Like Home (NPLH) housing complex and is currently partnered with two other developers for additional NPLH projects. Additionally, we have a Behavioral Health Bridge Housing grant that we are working collaboratively with our Continuum of Care and our homeless Navigation Center to bring more transitional housing to the area. TCHSA and our MCP, Partnership Healthplan of California, are actively working on the Transitional Rent Medi-Cal benefit for an additional layer of support for our community members in need.

What is the county behavioral health system's overall strategy to promote permanent housing placement and retention for individuals receiving BHSA Housing Interventions?
TCHSA will employ Case Resource Specialists to provide supportive services to our members, assisting them with transitioning to and maintaining positive housing solutions through appropriate Housing Interventions.
TCHSA has completed and put in operation one No Place Like Home (NPLH) housing complex and is currently partnered with two other developers for additional NPLH projects. Additionally, we have a Behavioral Health Bridge Housing grant that we are working collaboratively with our Continuum of Care and our homeless Navigation Center to bring more transitional housing to the area. TCHSA and our MCP, Partnership Healthplan of California, are actively working on the Transitional Rent Medi-Cal benefit for an additional layer of support for our community members in need.

What actions or activities is the county behavioral health system engaging in to connect BHSA eligible individuals to and support permanent supportive housing (PSH) (e.g., rental subsidies for individuals residing in PSH projects, operating subsidies for PSH projects, providing supportive services to individuals in other permanent housing settings, capital development funding for PSH)?

TCHSA has partnered with two developers to bring a total of 88 apartment units into the City of Red Bluff, the county seat, through No Place Like Home (NPLH) and Homekey+ initiatives. These will include 86 units with project-based vouchers, 50 Low-Income housing units, 10 NPLH units, 13 Homekey+ units, and 13 NPLH/Homekey+ units. Additionally, TCHSA has partnered with the P.A.T.H. Navigation center through a BHBH Grant to provide transitional housing solutions to those in need. Also, PLHA funds will be utilized by the P.A.T.H. Navigation Center in assisting participants to obtain and retain housing through supportive services that include case management, resource navigation, and connections to medical, mental health, and substance use recovery services.

Please describe how the county behavioral health system will ensure all Housing Interventions settings provide access to clinical and supportive behavioral health care and housing services

TCHSA will employ Case Resource Specialists (CRS) to provide supportive services to our members, assisting them with transitioning to and maintaining positive housing solutions through appropriate Housing Interventions.

TCHSA CRS can assist members in acquiring access to any Behavioral Health Service that is appropriate to the member's needs, including, but not limited to: clinical, rehab, group, and supportive services.

Eligible Populations

Please describe how the county behavioral health system will identify, screen, and refer individuals eligible for BHSA Housing Interventions

Referrals will be submitted through the member's Case Manager when members are identified as individuals needing assistance with housing. All applications for supportive housing are required to go through the County Coordinated Entry System (CES) and Homeless Management Information System (HMIS) which are accessed through 2-1-1 and/or a housing navigator located at the P.A.T.H. Navigation Center. Individuals in the HMIS are assigned a VISPDAT score based on their answers to the CES Housing Assessment Questionnaire and are placed into HMIS based on that score. Housing providers are required to serve the most vulnerable (including chronically homeless) individuals first in accordance with fair housing laws and state guidance.

TCHSA and our MCP, Partnership Healthplan of California, are actively working on the Transitional Rent Medi-Cal benefit for an additional layer of support for our community members in need.

Will the county behavioral health system provide BHSA-funded Housing Interventions to individuals living with a substance use disorder (SUD) only?
Yes

What actions or activities did the county behavioral health system engage in to consider the unique needs of eligible children and youth in the development of the county's Housing Interventions services (e.g., review data, engage with stakeholders, analyze research, etc.) who are:

In, or at-risk of being in, the juvenile justice system
TCHSA hosted town halls, community meetings/trainings, focus groups, and delivered surveys throughout the community during the BHSA CPPP (see uploaded documents under the CPPP for complete details of responses).

Lesbian, Gay, Bisexual, Transgender, Queer, Plus (LGBTQ+)
TCHSA hosted town halls, community meetings/trainings, focus groups, and delivered surveys throughout the community during the BHSA CPPP (see uploaded documents under the CPPP for complete details of responses).

In the child welfare system
TCHSA hosted town halls, community meetings/trainings, focus groups, and delivered surveys throughout the community during the BHSA CPPP (see uploaded documents under the CPPP for complete details of responses).

What actions or activities did the county behavioral health system engage in to consider the unique needs of eligible adults in the development of the county's Housing Interventions services (e.g., review data, engage with stakeholders, analyze research, etc.) who are

Older adults
TCHSA hosted town halls, community meetings/trainings, focus groups, and delivered surveys throughout the community during the BHSA CPPP (see uploaded documents under the CPPP for complete details of responses).

In, or are at risk of being in, the justice system
TCHSA hosted town halls, community meetings/trainings, focus groups, and delivered surveys throughout the community during the BHSA CPPP (see uploaded documents under the CPPP for complete details of responses).

In underserved communities
TCHSA hosted town halls, community meetings/trainings, focus groups, and delivered surveys throughout the community during the BHSA CPPP (see uploaded documents under the CPPP for complete details of responses).

Local Housing System Engagement

How will the county behavioral health system coordinate with the Continuum of Care (CoC) and receive referrals for Housing Interventions services?
TCHSA has a close working collaboration with the Tehama County CoC, and has 1-3 individuals who are capable of accessing the CES and HMIS.
TCHSA Housing Coordinator attends the Housing & Homeless Stakeholders Committee Meetings, General CoC Meeting, Executive Council Committee Meeting, and 4 CoC workgroups on a monthly basis in order to contribute to the County's 10-Year Plan to end Homelessness. Additionally, TCHSA hosts a Community Partner Resource Networking meeting on the first Wednesday and Friday of each month which allows all direct service providers in the county to convene and share resources and contact information in an effort to streamline our community's access to services, including housing and housing services.

Please describe the county behavioral health system's approach to collaborating with the local CoC, Public Housing Agencies, Medi-Cal managed care plans (MCPs), Enhanced Care Management (ECM) and Community Supports providers, as well as other housing partners, including existing and prospective PSH developers and providers in your community in the implementation of the county's Housing Interventions

Local CoC
Tehama County CoC (Vitality Project)
TCHSA has a close working collaboration with the Tehama County CoC, and has 1-3 individuals who are capable of accessing the CES and HMIS.
TCHSA Housing Coordinator attends the Housing & Homeless Stakeholders Committee Meetings, General CoC Meeting, Executive Council Committee Meeting, and 4 CoC workgroups on a monthly basis in order to contribute to the County's 10-Year Plan to end Homelessness. Additionally, TCHSA hosts a Community Partner Resource Networking meeting on the first Wednesday and Friday of each month which allows all direct service providers in the county to convene and share resources and contact information in an effort to streamline our community's access to services, including housing and housing services.

Public Housing Agency
Plumas County Housing Authority has partnered with TCHSA to provide project-based vouchers for our two new NPLH projects that will be under construction through 2026, with an expected lease-up in mid-2027.

MCPs
TCHSA and our MCP, Partnership Healthplan of California, are actively working on the Transitional Rent Medi-Cal benefit for an additional layer of support for our community members in need.

ECM and Community Supports Providers
Victor Community Support Services has a contract with TCHSA to provide outpatient SMHS to youth and families in homes, schools, community, office based, and telehealth modalities.

Other (e.g., CalWORKS/TANF housing programs, child welfare housing programs, PSH developers and providers, etc.)

How will the county behavioral health system work with Homekey+ and supportive housing sites to provide services, funding, and referrals that support and house BHSA eligible individuals?
TCHSA has a NPLH/Homekey+ project under way in Red Bluff, CA; expected lease-up dates mid 2027. TCHSA and our MCP, Partnership Healthplan of California, are actively working on the Transitional Rent Medi-Cal benefit for an additional layer of support for our community members in need.

Did the county behavioral health system receive Homeless Housing Assistance and Prevention Grant Program (HHAP) Round 6 funding?
Yes

How will the county coordinate the use of HHAP dollars to support the housing needs of BHSA eligible individuals in your community?
In collaboration with Tehama CoC, TCHSA will provide Supportive Services to address the housing needs of the BHSA eligible individuals in our community when members are identified as individuals in need of housing through the HMIS.

BHSA Housing Interventions Implementation

The following questions are specific to BHSA Housing Interventions funding (no action needed).
For more information, please see 7.C.9 Allowable expenditures and related requirements

Rental Subsidies (Chapter 7, Section C.9.1)

The intent of Housing Interventions is to provide rental subsidies in permanent settings to eligible individuals for as long as needed, or until the individual can be transitioned to an alternative permanent housing situation or rental subsidy source. (no action needed)

Is the county providing this intervention?

No

Please explain why the county is not providing this intervention

There is not currently a fulfilable demand

Operating Subsidies (Chapter 7, Section C.9.2)

Is the county providing this intervention?

Yes

Is the county providing this intervention to chronically homeless individuals?

Yes

Anticipated number of individuals served per year

<11*

Please provide a brief description of the intervention, including specific uses of BHSA Housing Interventions funding

Per the Policy Manual Chapter 7.C.9.3, TCHSA will provide operating subsidies to a Shared Housing facility (Gentry House) according to the Policy Manual Chapter 7.C.9.2 in the form of costs associated with the day-to-day physical operation of housing projects and may include utilities (including internet), maintenance and repairs, marketing and leasing costs taxes and insurance, property management, office supplies and expenses, legal and accounting services, security and/or site monitors, cleaning fees, and housing incidentals (refrigerators/appliances, water heater, transportation, furnishings, food, hygiene products etc.). Behavioral health services provided to members by TCHSA Case Resource Specialists will be funded through BHSS in accordance with the Policy Manual.

For which setting types will the county provide operating subsidies?

Non-Time-Limited Permanent Settings: Shared housing

Will this be a scattered site initiative?
No

Will this Housing Intervention accommodate family housing?
No

Total number of units funded with BHSA Housing Interventions per year
5

Please provide additional details to explain if the county is funding operating subsidies with BHSA Housing Interventions that are not tied to a specific number of units

Landlord Outreach and Mitigation Funds (Chapter 7, Section C.9.4.1)

Is the county providing this intervention?
No

Please explain why the county is not providing this intervention
TCHSA partners build operating subsidies into their budgets, and additional county funding is not applicable. Additionally, BHBH funding will be employed through FY 26-27 rather than BHSA Housing.

Participant Assistance Funds (Chapter 7, Section C.9.4.2)

Is the county providing this intervention?
No

Please explain why the county is not providing this intervention
BHBH funding will be employed for this service, not BHSA Housing due to limited funding.

Housing Transition Navigation Services and Tenancy Sustaining Services (Chapter 7, Section C.9.4.3)
Pursuant to Welfare and Institutions (W&I) Code section 5830, subdivision (c)(2) **, BHSA Housing Interventions may not be used for housing services covered by Medi-Cal MCP. Please select Yes only if the county is providing these services to individuals who are not eligible to receive the services through their Medi-Cal MCP (no action needed)**

Is the county providing this intervention?

No

Please explain why the county is not providing this intervention
This service is funded through the Managed Care Plan and by BHBH funding.

Housing Interventions Outreach and Engagement (Chapter 7, Section C.9.4.4)

Is the county providing this intervention?
No

Please explain why the county is not providing this intervention
Outreach and Engagement for housing services is funded through other sources such as PLHA, BHBH, and ESG funds.

Capital Development Projects (Chapter 7, Section C.10)

Counties may spend up to 25 percent of BHSA Housing Interventions on capital development projects. Will the county behavioral health system use BHSA Housing Interventions for capital development projects?
No

Please explain why the county is not providing this intervention
TCHSA is currently partnered with one completed NPLH project and two NPLH projects entering construction in FY 2025-26.

Other Housing Interventions

If the county is providing another type of Housing Interventions not listed above, please describe the intervention

Is the county providing this intervention to chronically homeless individuals?
Anticipated number of individuals served per year

Continuation of Existing Housing Programs

Please describe if any BHSA Housing Interventions funding will be used to support the continuation of housing programs that are ending (e.g., Behavioral Health Bridge housing)
Yes, BHSA Housing Intervention funds will be employed to continue BHBH programs in years 2 and 3 of this Integrated Plan.

Relationship to Housing Services Funded by Medi-Cal Managed Care Plans

For more information, please see 7.C.7 Relationship to Medi-Cal Funded Housing Services

Which of the following housing-related Community Supports is the county behavioral health system an MCP-contracted provider of?
None of the Above

For which of the following services does the county behavioral health system plan to become an MCP-contracted provider of?

Housing Transition Navigation Services
No

Housing Deposits
No

Housing Tenancy and Sustaining Services
No

Short-Term Post-Hospitalization Housing
No

Recuperative Care
No

Day Habilitation
No

Transitional Rent
No

How will the county behavioral health system identify, confirm eligibility, and refer Medi-Cal members to housing-related Community Supports covered by MCPs (including Transitional Rent)?
Tehama County Health Services Agency, Behavioral Health will refer clients for Community Supports to the Managed Care Provider as needed and in compliance with all associated referral processes.
TCHSA and our MCP, Partnership Healthplan of California, are actively working on the Transitional Rent Medi-Cal benefit for an additional layer of support for our community members in need. No mechanisms to identify, screen, and refer Medi-Cal eligible individuals have been finalized at this time.

Please describe coordination efforts and ongoing processes to ensure the county behavioral health contracted provider network for Housing Interventions is known and shared with MCPs serving your county
TCHSA is currently coordinating with our MCP and potential CS vendors. TCHSA and our MCP, Partnership Healthplan of California, are actively working on the Transitional Rent Medi-Cal benefit for an additional layer of support for our community members in need. No mechanisms to identify, screen, and refer Medi-Cal eligible individuals have been finalized at this time.

Does the county behavioral health system track which of its contracted housing providers are also contracted by MCPs for housing-related Community Supports (provided in questions #1 and #2 above)?
No

What processes does the county behavioral health system have in place to ensure Medi-Cal members living with significant behavioral health conditions do not experience gaps in service once any of the MCP housing services are exhausted, to the extent resources are available?
The majority of individuals that qualify for MCP housing services are connected to TCHSA services or the P.A.T.H. Navigation Center (shelter). TCHSA and P.A.T.H. continue to nurture a collaborative working relationship to ensure that those who are experiencing challenges have access to services.
TCHSA and our MCP, Partnership Healthplan of California, are actively working on the Transitional Rent Medi-Cal benefit for an additional layer of support for our community members in need. No mechanisms to identify, screen, and refer Medi-Cal eligible individuals have been finalized at this time.

Flexible Housing Subsidy Pools

Flexible Housing Subsidy Pools ("Flex Pools") are an effective model to streamline and simplify administering rental assistance and related housing supports. DHCS released the Flex Pools TA Resource Guide that describes this model in more detail linked here: Flexible Housing Subsidy Pools - Technical Assistance Resource . Please reference the TA Resource Guide for descriptions of the Flex Pool model and roles referenced below including the Lead Entity, Operator, and Funder.

For related policy information, refer to 7.C.8 Flexible Housing Subsidy Pools .

Is there an operating Flex Pool (or elements of a Flex Pool, which includes (1) coordinating and braiding funding streams, (2) serving as a fiscal intermediary, (3) identifying, securing, and supporting a portfolio of units for participants, and/or (4) coordinating with providers of housing supportive services) in the county (please refer to DHCS' Flex Pools TA Resource Guide)?
No

Is the county behavioral health system involved in planning efforts to launch a Flex Pool in the county?
No

Please describe any other roles and functions the county behavioral health system plans to take to support the operations or launch and scaling of a Flex Pool in addition to those described above
N/A

Behavioral Health Services Fund: Innovative Behavioral Health Pilot and Projects

For each innovative program or pilot provide the following information. If the county provides more than one program, use the "Add additional program" button. For related policy information, refer to 7.A.6 Innovative Behavioral Health Pilots and Projects .

Does the county's plan include the development of innovative programs or pilots?

No

Workforce Strategy

All fields must be completed unless marked as optional. You don't need to finish everything at once–your progress will be saved automatically as you go. Use "Return to plan" to navigate between sections and track overall progress. For more information on this section, please see 6.C.2 Securing Medi-Cal Payment.

Maintain an Adequate Network of Qualified and Culturally Responsive Providers

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The county must ensure its county-operated and county-contracted behavioral health workforce is well-supported and culturally and linguistically responsive with the population to be served. Through existing Medi-Cal oversight processes, the Department of Health Care Services (DHCS) will assess whether the county:

Maintains and monitors **a network of providers that is sufficient to provide adequate access to services and supports for individuals with behavioral health needs; and**

Meets federal and state standards **for timely access to care and services, considering the urgency of the need for services.**

The county must ensure **that Behavioral Health Services Act (BHSA)-funded providers are qualified to deliver services, comply with nondiscrimination requirements, and deliver services in a culturally competent manner. Effective FY 2027-2028, DHCS encourages counties to require their BHSA providers to comply with the same standards as Medi-Cal providers in these areas (i.e. requiring the same standards regardless of whether a given service is reimbursed under BHSA or Medi-Cal), as described in the Policy Manual.**

Does the county intend to adopt this recommended approach for BHSA-funded providers that also participate in the county's Medi-Cal Behavioral Health Delivery System?
Yes

Does the county intend to adopt this recommended approach for BHSA-funded providers that do not participate in the county's Medi-Cal Behavioral Health Delivery System?
Yes

Build Workforce to Address Statewide Behavioral Health Goals

For related policy information, refer to 3.A.2 Contents of Integrated Plan and 7.A.4 Workforce Education and Training

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Assess Workforce Gaps

What is the overall vacancy rate for permanent clinical/direct service behavioral health positions in the county (including county-operated providers)?
50

Upload any data source(s) used to determine vacancy rate

For county behavioral health (including county-operated providers), please select the five positions with the greatest vacancy rates
Licensed Clinical Social Worker
Mental Health Rehabilitation Specialist
Licensed Marriage and Family Therapist
Licensed Professional Clinical Counselor
Substance Use Disorder Counselor

Please describe any other key workforce gaps in the county
No other identified workforce gaps at this time.

How does the county expect workforce needs to shift over the next three fiscal years given new and forthcoming requirements, including implementation of new evidence-based practices under Behavioral Health Transformation (BHT) and Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT)?
TCHSA expects to continue to recruit and strive to retain, qualified individuals who are dedicated to providing services to our members. These strategies include, but are not limited to, the development and

training of Community Health Workers, EMDR and Flash Technique training for TCHSA therapists, and the CSC for FEP implementation and training requirements. TCHSA CSC for FEP team is continually working with the Center of Excellence, and all currently assigned CSC for FEP members have been trained according to their designated functions.

Tehama County is an equal opportunity employer and values diversity within our organization. We do not discriminate on the basis of race, religion, color, national origin, gender, sexual orientation, age, marital status, veteran status, or disability status. We will ensure that individuals with disabilities are provided with reasonable accommodations to participate in the job application, examination, and interview process, to perform essential job functions, and to receive other benefits and privileges of employment.
TCHSA will provide training to the behavioral health workforce as needed to further the goals of the new BHSA programs/requirements as capacity permits without the interruption of services to our current members.

Address Workforce Gaps

If the county is planning to leverage the Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) workforce initiative to address workforce gaps including for FSP and CSC for FEP, such as through applying for and/or encouraging providers to apply for the following BH-CONNECT workforce programs, please specify below.

Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Scholarship Program?
Yes

Please explain any actions or activities the county is engaging in to leverage the program
Ensuring prospective applicants are aware of the opportunity, and providing them with the support, training, and direction needed to be successful.

Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Student Loan Payment Program?
Yes

Please explain any actions or activities the county is engaging in to leverage the program
Ensuring prospective applicants are aware of the opportunity, and providing them with the support, training, and direction needed to be successful.

Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Recruitment and Retention Program?
No

Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Community-Based Provider Training Program?
Yes

Please explain any actions or activities the county is engaging in to leverage the program
Ensuring prospective applicants are aware of the opportunity, and providing them with the support, training, and direction needed to be successful.

Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Residency Program?
No

Please describe any other efforts underway or planned in the county to address workforce gaps aside from those already described above under Behavioral Health Services Act Workforce, Education, and Training
Recruitment efforts for hard-to-fill positions are ongoing, including the formation of eligibility lists once positions are filled. Staff-specific training is being pursued in an effort to increase retention.

Budget and Prudent Reserve

All fields must be completed unless marked as optional. You don't need to finish everything at once–your progress will be saved automatically as you go. Use "Return to plan" to navigate between sections and track overall progress. For more information on this section, please see 6.B.3 Local Prudent Reserve .

Budget and Prudent Reserve

Download and complete the budget template using the button below before starting this section

Please upload the completed budget template
Tehama Integrated-Plan-Budget-Template_v3_2026.6.10.xlsx

Please indicate how the county plans to spend the amount over the maximum allowed prudent reserve limit for each component if the county indicated they would allocate excess prudent reserve funds to a given Behavioral Health Services Act component in Table Nine of the budget template

Behavioral Health Services and Supports (BHSS)
0

Full Service Partnership (FSP)
0

Housing Interventions
0

Enter date of last prudent reserve assessment
10/17/2025

Please describe how the use of excess prudent reserve funds drawn down from the local prudent reserve aligns with the goals of the Integrated Plan

BHSS

0

FSP

0

Housing Interventions

0

Plan Approval and Compliance

All fields must be completed unless marked as optional. You don't need to finish everything at once–your progress will be saved automatically as you go. Use "Return to plan" to navigate between sections and track overall progress. For more information on this section, please see 3.A.1 Reporting Period

Behavioral health director certification

Download and complete the behavioral health director certification template using the button below before starting this section

Please upload the completed Behavioral health director certification template
BHSA BH Director Cert.pdf

County administrator or designee certification

Download and complete the county administrator or designee certification template using the button below before starting this section

Please upload the completed County administrator or designee certification template
DHCS County Administrator or Designee Certification.pdf

Board of supervisor certification

For final submission, download and complete the board of supervisor certification template using the button below before starting this section

Please upload the completed Board of supervisor certification template

Requests

Behavioral Health Services Fund (BHSF) Housing Intervention Component

What percentage of funds is the county requesting to utilize for the Housing Intervention Component?
10

Of the percentage of funds above or below the required 30 percent being utilized for Housing Interventions, identify which allocation components and the percentage the funding will transfer from or into

Components	Percentage of funds transferring
Full Service Partnerships	10
Behavioral Health Services and Supports	10

Please select which Housing Interventions exemptions criteria the county meets
Very significant or very limited need (e.g., small/large eligible population)
Sufficient/insufficient funding from other sources to address housing needs

Please provide justification for your request
TCHSA has completed and put in operation one No Place Like Home (NPLH) housing complex and is currently partnered with two other developers for additional NPLH projects. Additionally, we have a Behavioral Health Bridge Housing grant that we are working collaboratively with our Continuum of Care and our homeless Navigation Center to bring more transitional housing to the area. TCHSA and our MCP, Partnership Healthplan of California, are actively working on the Transitional Rent Medi-Cal benefit for an additional layer of support for our community members in need.
With staffing of TCHSA being significantly low, about 50%, we would not be able to adequately administer additional Housing Interventions at this time.

Supporting data

Please upload supporting data
cbh - #2024-087 Advocates for Human Potential - BHBH Program '27.pdf

What is the data source?
Other

Other
BHBH Grant

Supporting data

Please upload supporting data
cbh - 21-NPLH-17340 Department of Housing and Community Development NPLH.pdf

What is the data source?
Housing inventory count

Supporting data

Please upload supporting data
cbh - 21-NPLH-17341 - Department of Housing and Community Development Executed.pdf

What is the data source?
Housing inventory count

Supporting data

Please upload supporting data
cbh-Olive Grove - TAB 4_13 - MOU Tehama County Health Services Agency.pdf

What is the data source?
Other

Other
MOU with PSH NPLH project

Assertive Community Treatment (ACT)

For counties seeking an exemption to the requirement to include ACT in the county's FSP program

Please select which FSP exemptions criteria the county meets
Limited workforce (e.g. qualified providers)

Please provide justification for this FSP exemption request
Historically, TCHSA BH has had a 65% vacancy rate over the past several years. In addition to these vacancy rates, due to the rural nature of our community, being able to offer this EBP to fidelity over the next 3 years would be a heavy demand for our current staffing patterns/ratios; as well as limited resources and organizational provider capacity.

Supporting Data

Please upload supporting data
Tehama County Estimates.pdf

Please select the data source
Other

Please describe
Tehama County Estimates for ACT, FACT, and FSP ICM according to the attached document from the California Department of Healthcare Services (DHCS), outlines that there would be a need for 10 practitioners to facilitate the delivery of services. TCHSA BH does not have the additional personnel needed to staff these programs.

Forensic Assertive Community Treatment (FACT)

For counties seeking an exemption to the requirement to include FACT in the county's FSP program

Please select which FSP exemptions criteria the county meets
Limited workforce (e.g. qualified providers)

Please provide justification for this FSP exemption request
Historically, TCHSA BH has had a 65% vacancy rate over the past several years. In addition to these vacancy rates, due to the rural nature of our community, being able to offer this EBP to fidelity over the next 3 years would be a heavy demand for our current staffing patterns/ratios; as well as limited resources and organizational provider capacity.

Supporting Data

Please upload supporting data
Tehama County Estimates.pdf

Please select the data source
Other

Please describe
Tehama County Estimates for ACT, FACT, and FSP ICM according to the attached document from the California Department of Healthcare Services (DHCS), outlines that there would be a need for 10 practitioners to facilitate the delivery of services. TCHSA BH does not have the additional personnel needed to staff these programs.

Individual Placement and Support (IPS) Supported Employment

For counties seeking an exemption to the requirement to include IPS in the county's FSP program

Please select which FSP exemptions criteria the county meets
Limited workforce (e.g. qualified providers)

Please provide justification for this FSP exemption request
Historically, TCHSA BH has had a 65% vacancy rate over the past several years. In addition to these vacancy rates, due to the rural nature of our community, being able to offer this EBP to fidelity over the next 3 years would be a heavy demand for our current staffing patterns/ratios; as well as limited resources and organizational provider capacity.

Supporting Data

Please upload supporting data
Tehama County Estimates.pdf

Please select the data source
Other

Please describe
Tehama County Estimates for ACT, FACT, and FSP ICM according to the attached document from the California Department of Healthcare Services (DHCS), outlines that there would be a need for 25 practitioners to facilitate the delivery of services. TCHSA BH does not have the additional personnel needed to staff these programs.

Data Suppression Notice:
Values marked with "*" have been suppressed per DHCS de-identification standards. Counts between 1–10 are displayed as "<11*"

Appendix

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1.Language

Response	Quantity
English	102
Spanish	0

2. In your opinion, what are the current needs of the community in the following areas? *(Select one option for each category)*

	severe	moderate	mild	problem	response
mental health	68	31	2	0	1
substance use	79	19	4	0	0
housing	67	30	5	0	0

3. Do you believe vulnerable populations in the County are currently receiving adequate Behavioral Health Services?

Response	Quantity
Yes	14
Unsure	30
Prefer not to Answer	1
Unclear who vulnerable populations are	3
No	53
No response	1

4. If you answered 'No' to the previous question, please specify why:

Response	Quantity
Not enough resources	1
Unsure of available resources. Lack of transportation.	1
Not enough services or providers available	1
I believe the County has adequate Behavioral Health Services; it is the majority of the vulnerable population that won't utilize it.	1
In part, severe mental health affects clients' ability to adequately engage in treatment. But also, County Behavioral Health cannot work with all clients requesting services due to mental health diagnosis requirements being severe and persistent.	1
People with addictions that need residential treatment are dying due to no access or funds for appropriate treatment.	1
There are people with severe mental issues throughout Red Bluff and Tehama County not getting services they need.	1
There is not enough practitioners; people have to wait; or the service available is not the right fit. For example a mom with a two year old self harming would not be seen. Additionally the services have barriers to entry and are not available where people need them like the hospital. Lastly, for severely mental needs with self harm or not feeding there is not therapeutic day program. So mostly these individuals go out of county or get referred to a more severe population where there is not therapy.	1

I think our vulnerable populations are those who may be the hardest to reach, they may be the ones lease likely to come through the doors of a treatment facility. I think to better serve our vulnerable populations, we have to do things we have not previously done like providing treatment in alternate settings, meeting people where they are.	1
There are not enough practitioners or programs to meet current needs. Even where services exist, significant barriers prevent families from accessing them. Such as programs only accepting certain insurances, often only partnership because the received an RHS, FQHC, or Indian health MOA rate that is much higher than private insurances. For children ages 1–3 with serious needs, the county has no dedicated program and too few alternatives. For older adults experiencing self-harm, failure to thrive, or difficulty completing daily tasks, there is are no inpatient or outpatient intensive options. As a result, families are often sent out of county or referred to programs intended for much more acute populations, which do not offer the appropriate level of therapeutic support. Overall, the system lacks adequate capacity, accessibility, and developmentally appropriate care, leaving many families without timely and suitable services.	1
I think some our vulnerable populations choose to not seek help especially for substance use and housing concerns	1
No enough services available. Waiting list	1
Options are quite limited, especially in more rural areas of the county. Lack of necessary, long term follow up care/support (that is available locally). Options lack diversity to meet individual needs. Broad public support is often lacking, lots of divide among the public and service providers about what supports are needed/effective	1
I feel like there are many individuals that get denied services that should be provided.	1
Some may be but not enough are, espeically south county.	1
Many individuals do not feel confident or comfortable reaching out for support and the ongoing stigma surrounding mental health makes it difficult for people to seek the help they need	1
Housing is a huge issue in our county and I also believe mental health services for our severe community is lacking- most of the time crisis unit is sent out and it's not severe enough or if they're in the ER they are sent away.	1
I think there are misunderstandings about what good mental/behavioral health is. When you have been living with poor mental health for most of your life, it becomes the norm, especially if those with whom you interact the most also have poor mental health. I think there is a fear, as a person experiencing homelessness or child welfare involved or fleeing domestic violence, if I admit I have a mental health need, my rights might be taken from me. Normalizing counseling and sometimes medication and psychiatry as a way to live a fulfilling and healthy life as a survivor of trauma is a major challenge within these vulnerable populations.	1
Large turnover in staff, no follow up with appointments.	1

I am a 911 Dispatcher, and I regularly receive calls from the same parties over and over again. Usually, their mental health issues are exacerbated by drug and alcohol abuse. There is virtually no assistance for these people. Most concerning is the lack of adequate services for juveniles, especially when they are going to school with mental health issues and putting other kids at risk. There are also very little services for elderly that suffer from dementia and/or Alzheimer's and no resources for the family. Lack of services creates a situation where Law Enforcement Officers are required to figure out solutions when that should not be happening. The Mobile Crisis unit is definitely helpful however lately their response times are too long. There needs to be someone available to respond to calls at all times in a timely manner.	1
I believe the most vulnerable populations do not receive services because they do not qualify due to holding a job. Many times, the current system rewards people who chose not to work at all, leaving those who do work with no other supports, despite low wages and not being able to cover costs of things such as mental health, etc.	1
Too many	1
As the on-site landlord at a very low income apartment complex I personally have seen individuals with mental health and substance abuse problems receiving help to gain housing then never receiving anymore assistance. These individuals have no family or friends. They are "dumped" as we call it. We as landlords have to go above and beyond to help them to include finding them IHSS assistance. They are at risk and living in filth because they have nobody in the world to help them. We can only do so much as landlords and seeing it on a daily basis is heartbreaking. Finding them a place to live then moving on to the next isn't helping.	1
The lack of empathy in some people and work ethic in others makes for poor consistency.	1
The quality and quantity of services that are available are inadequate to meet the needs of the county. Psychiatric services seem limited to telehealth and ineffective to meet the needs of the county. Every encounter with county mental health, I as well as families that I work with have had, has been frustrating, inadequate and has not resulted in the expected outcomes.	1
It can be difficult for families to access services, but the major barrier for students is the parents getting them the support they need.	1
There is not enough staffing at places for people when they DO seek help. The state government has closed down more facilities and prisons that kept bad people off the streets. People with severe mental health and/or drug abuse that are a danger to themselves and others should not be on the streets.	1
There is not enough resources or if we have resources they take years to get people help	1
Limited resources and staff shortages	1
either due to failed systems or mistrust with the current systems that parents and in turn the students have. With this it creates a hesitant to accept services that would help promote well being for the student and possible the family as a whole.	1
The amount of services are not adequate. Mobile crisis is not reliable.	1
From and LE perspective no. I understand the dilemma this state and specifically this county has. However, we need more bodies on staff to go in different directions. Too often, I have asked for a response and have been told they are on a different call and will not be able to respond in a manner timely enough for us. We are the defacto counselors and have other responsibilities.	1
calls for check up from behavioral health do not take place, there needs to be more one to one home visits maybe, so they are there when red flags arise, also some neighbors refuse treatment.	1

There are people stranded, in crisis, and on the streets because there are not enough supports.	1
The lack of adequate funding and accessible programs for our most vulnerable populations remains a critical barrier to progress. When essential resources are scarce, individuals and families are left navigating systemic gaps that perpetuate cycles of poverty, instability, and hardship. This isn't just a funding issue, it's a structural failure that undermines equity and opportunity. Investing in comprehensive support systems isn't optional; it's a moral and economic imperative. Robust programs for housing, healthcare, education, and workforce development create pathways to self-sufficiency and resilience. Without these, we're not just failing individuals, we're failing communities. In short: underfunded programs don't save money, they cost lives, dignity, and potential. It's time to prioritize sustainable solutions that empower rather than suppress progress.	1
I believe there are several barriers including financial, transportation, and distrust of the system that are preventing people from accessing Behavioral Health Services.	1
Our youth need more services.	1
Lack of access to services and extremely long wait time.	1
Limited resources	1
I think there is a lack of availability to access services for certain community members, as well as complications with reaching out to community members for follow up appointments	1
I believe they could be receiving more services.	1
Not enough resources or staff to provide them	1
Lack of resources in rural community	1
It often takes too long to get in and get help. More people should be conserved so they don't die on the streets or end up in prison.	1
Pregnant and postpartum individuals, along with families raising young children, are among the most vulnerable when mental health needs go unmet — yet they are not consistently being reached, and often not with the specialized expertise they deserve. The first 1,000 days of a child's life offer a powerful window to build a strong, healthy foundation for lifelong wellbeing. When systems treat perinatal and postpartum mental health as outside of local responsibility — particularly when serious and persistent mental illness is involved — critical prevention resources are directed elsewhere. Strengthening outcomes for children and families requires a more robust, coordinated system of care with dedicated expertise in perinatal and postpartum mental health.	1
I answered "No" because I believe we must prioritize intervention and prevention beginning at birth rather than waiting to address challenges later in life. The earliest years, especially the prenatal period through age three, are foundational for brain development, attachment, and long-term health. When we delay support until problems become severe or entrenched, we miss a critical window where strategic, specialized care can have the greatest impact. Investing in perinatal mental health expertise and early, coordinated supports for families is not only more effective, but also more equitable and cost-efficient than attempting to remediate issues years down the line. Prevention at the start of life is both the most compassionate and the most responsible approach.	1
N/a	1

People who are pregnant or recently had a baby—and families with little kids—can be especially vulnerable when mental health challenges come up. But too often, they aren't connected to help soon enough, or they don't see providers who truly understand perinatal and postpartum mental health. The first 1,000 days of a child's life are such an important time. It's when we have the biggest opportunity to build stability, strengthen resilience, and set the stage for long-term health and wellbeing. When serious and ongoing mental illness is treated as separate from early childhood prevention work, families fall through the cracks and miss out on the coordinated support they need during this critical period. If we want better outcomes for kids and families, we need a system that responds earlier, focuses on prevention and early intervention, and includes real expertise in perinatal and postpartum mental health.	1
Some people don't want help. Now that we can't force people to receive help, they create issues for the rest of the citizens by supporting their life style by theft, begging etc. This is unacceptable behavior and there are few consequences for the perpetrator and no restitution for the victims.	1
I believe that the majority of the vulnerable population is with the pregnancy and postpartum individuals. There are services for afterwards birth, but there needs to be more services/resources in the system surrounding perinatal care. Individuals need support before, during, and after. Looking for more resources on how to expand perinatal resources or who in the community might be willing to offer deeper help into these things would be beneficial. By searching for more ways to intervene earlier on with vulnerable groups is what we as a community need to strengthen.	1
No Response	52

5. Which populations and/or groups could be better served by County Behavioral Health?*(Please select all that apply)*

Response	Quantity
Young Children 0-5	30
High School Children 13-17	63
Adults 26-59	50
Older Adults 60	39
LGBTQ2S+ Individuals	22
Latinx Communities	16
Individuals with Co-Occurring (MH & SUD disorders)	43
Unhoused Individuals	60
Individuals with criminal justice system involvement	40
Individuals with Substance Use Disorders	51
Elementary/Middle School Children 6-12	33
Transitional Age Youth 18-25	41
Veterans	37
Native/Tribal Communities	17

Caregivers	31
Individuals with Opioid Specific Disorders	25
Other	2

6. If you selected 'Other' on the previous question, please specify:

Response	Quantity
No services for acute drug or alcohol services. Outpatient treatment is not the level of care needed per the ASAM.	1
Many students today have behavioral health issues. Students at schools are not served adequately and schools are having to provide services that they are not in the bussiness to provide. Referal processes need to be streamlined and the appropriate services provided by County Behavioral Health.	1
Individuals with schizophrenia	1
N/A	1
No Response	98

7. Which of the following services or programs in the County have you heard of? *(Please select all that apply)*

Response	Quantity
Mental Health Outpatient Therapy	67
Substance Use Disorder Outpatient Treatment	66
Behavioral Health Court	50
Mobile Crisis Response	89
Suicide Prevention Educational Classes	51
Suicide Prevention Lifeline (9-8-8)	66
School-Based support to help students with their mental health	52
Workshops and classes for parents on mental health-related topics	33
Housing assistance or homelessness support services	57
CARE Court for those experiencing schizophrenia or psychosis	28
Assisted Outpatient Treatment (AOT)	28
I haven't heard of any of these services	2

8. Please rate each of the Behavioral Health Statewide Goals for the 3-Year Integrated Plan (2026-2029) in order from 1st to 7th	1st	2nd	3rd	4th	5th	6th	7th
suicides	18	11	10	11	9	13	5
overdoses	6	13	19	10	12	11	6
untreated/undiagnosed bh conditions	20	19	10	16	4	5	3
institutionalization	5	2	8	10	17	12	23
chronically homeless	9	12	20	12	11	11	2
legal involvement	3	5	5	6	12	18	28
prevention services within child welfare	16	15	5	12	12	7	10

9. Do you know what zip code you live in?	
Response	Quantity
Yes	95
I don't know	0
I don't have a permanent address	0
prefer not to answer	7

10. If you answered 'Yes' to the previous question, please enter your zip code.	
Response	Quantity
92012	1
95035	1
95926	3
95963	2
95973	1
96001	1
96003	2
96007	3
96021	16
96021/96080	1
96022	6
96035	2
96055	1
96080	50
96080 home 96021 work	1
96921	1

No Response	10

11. How would you describe yourself? *(Please select all that apply)*

Response	Quantity
Behavioral Health Provider	18
Community Advocate or Volunteer	17
Community Member	39
Health Care Provider	10
Law Enforcement	8
School Personnel	18
Tribal Services	1
Person with lived experience of justice system	15
Person with lived experience of mental health challenges	28
Person with lived experience of substance use challenges	22
Person with lived experience of domestic violence or sexual assault	24
Family Member or Caregiver of someone with behavioral health challenges	24
Probation / Justice System Staff	0
Social Services Provider	16
Person with lived experience of homelessness	15
Other	8

12. If you selected 'Other' on the previous question, please specify:

Response	Quantity
Transitional housing provider	1
local government	1
On-site landlord for income based housing complex in Tehama County	1
City worker	1
Care Coordinator	1
Continuum of Care staff; supporting direct services providers in the homeless response system	1
Public Health Nurse	1
No Response	95

13. What is your age group?

Response	Quantity
0-15	0
16-25	5
26-59	90
60+	7
Prefer not to answer	0

14. Which of the following best describes your race/ethnicity?*(Please select all that apply) (Note: We understand that race and ethnicity are complex, and the following categories might not capture everyone's unique identity. This list is not comprehensive. Please choose all the options that best describe you. If you don't see your identity listed, you can write it under "Some other race, ethnicity, or origin."*

Response	Quantity
Asian or Asian American (e.g., Chinese, Filipino, Indian, Japanese, Korean, Vietnamese, etc.)	5
Black or African American (e.g., Ethiopian, Ghanaian, Jamaican, Nigerian, Somali, etc.)	1
Indigenous, Central & South America (e.g., K'iche, Maya, Mixtec, Purépecha, Quechua, Triqui, Zapotec, etc.)	0
Latinx, Hispanic, or Caribbean (e.g., Colombian, Cuban, Guatemalan, Mexican, Puerto Rican, Salvadoran, South American, etc.)	16
Middle Eastern or Arab American (e.g., Algerian, Egyptian, Iraqi, Jordanian, Lebanese, Moroccan, etc.)	0
Native Hawaiian or Other Pacific Islander (e.g., Chamorro, Fijian, Samoan, Tahitian, Tongan, etc.)	2
Native North American or Alaska Native (e.g., Chumash, Inuit, Kumeyaay, Miwok, Pomo, Tongva, Yurok, etc.)	4
Indigenous / Aboriginal, Outside Americas (e.g., Aboriginal Australians, Ainu, Batak, Māori, Sami, Tibetans, etc.)	0
White or European American (e.g., English, European American, German, Irish, Italian, Polish, Russian, etc.)	70
Prefer not to answer	11
Some other race, ethnicity or origin	1

15. If you selected 'Some other race, ethnicity or origin' on the previous question, please specify:

Response	Quantity
A person of Asian Decent raised in a White House Hold	1
I'm human first	1
No Response	100

16. What sex were you assigned at birth? *(Note: We recognize that sex assigned at birth refers to the classification of an individual as male, female or intersex based on physical observation of genitalia, chromosomes, and anatomical structures at the time of birth. This classification is interpreted within a sociocultural context and may not fully encompass the complexities/richness of individual identities.)*

Response	Quantity
Female	76
Male	23
Intersex	0
Prefer not to answer	3

17. Which of the following best describes your gender identity? *(Please select all that apply) (Note: We understand that gender identity is diverse and may not be fully represented by the following categories. Please choose the option(s) that best describes your gender identity. If you don't see your identity listed, you can write it under "I prefer to self-describe.")*

Response	Quantity
Exploring gender identity	0
Gender expansive / non-binary	1
Two-Spirit	0
Man	22
Genderqueer	0
Transgender	1
Woman	74
Prefer not to answer	4
I prefer to self-describe	0
No Response	1

18. If you selected 'I prefer to self-describe' on the previous question, please specify:

Response	Quantity
No Response	102

19. Which of the following best describes your sexual orientation? *(Please select all that apply) (Note: We understand that sexual orientation is complex, and the following categories might not capture everyone's unique identity. Please choose the option(s) that best describes your sexual orientation. If you don't see your identity listed, you can write it under "I prefer to self-describe.")*

Response	Quantity
Asexual	0
Bisexual	3
Demisexual	0
Gay	0
Lesbian	1
Pansexual	4
Heterosexual / Straight	79
Queer	1
Exploring sexual orientation	0
Prefer not to answer	14
I prefer to self-describe	1
No Response	1

20. If you selected 'I prefer to self-describe' on the previous question, please specify:

Response	Quantity
No Responses	102

21. Do you have a disability?

Response	Quantity
Yes	9
No	87
Prefer not to answer	5
No Response	1

22. What else would you like us to know about mental health, substance use, or housing supports?*(Please use the space below to provide your input.)*	
Response	Quantity
More services for those maintaining their wellness.	1
Children need to be more protected from parents with mental health issues.	1
Get residential treatment for suffering drug addicts!	1
The mental crisis response team in Tehama County is a joke. Their response time, if they even response, is extremely slow. I've heard them respond to dispatch by saying the response time was 2 hours because they were at lunch. It's extremely difficult to get people into behavioral health services in Tehama County.	1
It is not enough to only look at the countybeharibove health we need to look at what the community sees as behavior health which includes medical facilitates that don't think they have behavior health attached.	1
There should be an emphasis on normalizing mental/behavioral health treatment	1
Lack of follow through with Behavioral Health services.	1
Law Enforcement should not be expected to be mental health professionals. There should always be someone available from Behavioral Health to respond to someone in crisis.	1
Dumping individuals with mental health, behavioral health struggles especially seniors into apartments then not providing continuing assistance needs to stop! Just finding them an apartment isn't enough they need ongoing care. I have found an average of 3 individuals with these struggles deceased in their units per year and see their lifes every day struggling with nobody in the world that cares about them. Assisted living has a year long waitlists atleast in Tehama County for people who are low income,and landlords are having to find these individuals IHSS workers to help them. More assisted living or more in home care giving is greatly needed after a home is found.	1
Substance abuse seems to most often be at the root of other problems: mental health, homelessness, crime, child welfare, etc.	1
We need to focus on the whole family when it comes to behaviorial health, especially when there is substance abuse involved. Work as a team to cover all our bases.	1
Services need to be better destined to meet the sensitive mental health needs of the community.	1
options for housing supports in our county	1
Drugs, homelessness, and mental health are an epidemic. It's out of control.	1
I feel substance use among youth that are considered mild to mild/moderate especially students could be better served at the school by a trained counselor in SUD and working with students and diverse cultures.	1
We need help in so many areas	1

We urgently need better housing options for our elderly community, along with expanded resources for individuals battling mental health challenges and homelessness. These are not isolated issues, they are interconnected crises that demand comprehensive solutions. Far too often, people experiencing homelessness adapt to life on the streets because they have no other choice. Then society acts shocked when survival behaviors, like relieving themselves outdoors, occur. This isn't a mystery; it's survival mode. When basic human needs go unmet, dignity erodes, and the cycle of marginalization deepens. We need housing that is safe, affordable, and accessible, paired with wraparound services for mental health, addiction recovery, and life skills. Transitional programs should focus on restoring stability, not punishing progress. Every person deserves the opportunity to thrive, not just scrape by. If we truly want change, we must stop asking why people struggle and start addressing the systemic gaps that keep them there.	1
Need more housing ASAP specially for our elderly people, there is way to many out there.	1
I would appreciate having a better understanding of what the process of seeking and engaging in mental health and/or substance use recovery at TCHSA actually "looks like" - what to expect, the steps, etc. We often recommend that providers we support refer individuals to these services, but it can be scary for people to engage if/when they don't know exactly what to expect, so it would be great for referring parties to know more about the process to pass on to potential participants.	1
We need substance use education for all grade levels.	1
I think a big focus should be on parental education and preventing trauma for children. Upbringing has a huge impact on someone's development of mental health issues	1
While I live in Shasta county I have worked in Tehama county for the last 10 years in the school system and feel I know more about what this county has to offer than the one I live in.	1
To better support families in the earliest years, we must shift from a primarily intervention-focused system to one that prioritizes prevention. That means partnering with trusted community organizations — churches, early childhood programs, schools, and neighborhood groups — to reduce stigma and meet families where they already are. By embedding perinatal and postpartum supports in familiar settings, we can strengthen protective factors, identify needs earlier, and build healthier foundations for children from the very beginning.	1
If we really want to support families in those early years, we have to stop focusing mostly on intervention and start putting more energy into prevention. That means working alongside trusted community spaces—like churches, early childhood programs, schools, and neighborhood groups—so families feel comfortable and supported instead of judged. When perinatal and postpartum supports are offered in places families already know and trust, it helps reduce stigma, spot concerns sooner, and build strong foundations for kids right from the start.	1
No Response	78

FOCUS GROUP PROTOCOL

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The purpose of today's conversation is to hear about our community's experiences, needs, and ideas. We want to understand:

- What challenges or barriers are faced when accessing services?

- What services and/or supports are most helpful?

- Recommendations for improving behavioral health services in the county.

The conversation will take about 90 minutes. Your participation is voluntary. You do not have to answer any question you don't want to. Your answers will be combined with others and reported in a way that does not identify you personally.

Let's agree on some ways to make this a respectful and safe dialogue:

- There are no right or wrong answers
    - What you think matters
    - You don't have to agree with other people here
- Everyone gets a chance to speak
    - One person talks at a time
    - I won't call on you - you choose when and what to share
    - I might ask someone to let another person have a turn
- If anyone feels upset or wants to take a break, just let me know
- You can leave the room anytime you need to

Any questions before we begin?

QUESTIONNAIRE

WARM-UP - Experiences and Community

1. What brought you here today? What made you want to contribute? I work in housing and disability advocacy, and in that encounter many individuals who benefit from BH[illegible] services.

2. What have you noticed about how people in our community think about mental health, substance use, and homelessness? Are there misunderstandings or unfair judgments you've seen about these things or people experiencing them? I think there is this idea that homelessness and mental health conditions always start with substance abuse, so people in those situations are thought to have done something horrible to put themselves in those circumstances.

3. Think about times when someone you know received help with mental health, substance use, or other challenges. What made that help work? What was different about it? Non-judgmental case management, getting the person connected to trustworthy providers, giving transportation to services, helping Calendar appointments, continue showing up even when the person "failed", no showed, or just had a setback.

PROMPTS: What did the person or organization do that was helpful? How did they treat the person seeking help? What made it feel comfortable or safe? ↗

HOUSING AND BASIC NEEDS

4. What kind of help would really work for people who need housing support or are worried about losing their place to live? Meeting immediate need through temporary or transitional housing. Case management that helps w/ income building, financial literacy, and other sustainability skills. Help locating permanent housing. Identifying & addressing barriers. like transportation, literacy, access to phone,

PROMPTS: What gets in the way when people try to get housing help? What do people who work in services get wrong about what is needed? How do things like having pets, being in a relationship, or having kids affect getting housing help?

↳ Connect people w/ providers who can write ESA letters, help them write their own to have on file. Teach them how to effectively communicate w/ landlords.

CRISIS RESPONSE AND SAFETY

5. What should happen when people must deal with police, emergency rooms, or crisis situations? What would be better? Non-judgmental care. Just because someone has had substance abuse in the past doesn't mean they are at the ER to seek drugs. More crisis training for first responders, + police.

PROMPTS: What has happened when people have had these experiences? What could have made those times better or safer? People just stop seeking help when they are judged. They think, 'I'm not worthy of help.' A full assessment of the patient + listening w/o pre-judgment.

TRANSITIONS AND FOLLOW-UP CARE

6. Think about times when someone was leaving treatment, the hospital, jail, foster care, or other programs. What kind of follow-up help would have made things better? Leaving jail sober when they may have been abusing substances prior and not having supports lined up has led to people nearly experiencing lethal overdose where intubation and hospitalization was required.

PROMPTS: What was missing between one type of care and the next? What resources would have helped the most? How can planning better include what individuals want and need?

Residential recovery referrals post-incarceration +/or hospitalization. Access to medical devices that can be used in current situation (i.e. an asthmatic homeless patient receiving a nebulizer that requires an outlet). ILS training + income for foster children before they age out.

People leaving aging out of foster care into homelessness w/o ILS.

BUILDING TRUST AND ENGAGEMENT

7. Many people don't trust services because they've had bad experiences before or for other reasons. What works best to help people who need support but don't want traditional services? I think walking people through what is available to them, asking them what worked in the past, what didn't, and asking open-ended questions that lead them to make decisions for themselves, self-determination.

PROMPTS: What makes someone more likely to get help from services? How can workers build trust, especially if it's been broken before? How important is it to have workers who have been through similar things or are from the community?

I think it's important to have some life experience, but empathy is the most important. If you assume you know everything w/o hearing the person's story, then you might have it all wrong.

ACCESS AND SYSTEM DESIGN

8. What would mental health and substance use services look like if they were easier to get and felt safer, based on what you know would work for people seeking help? Services available when people can be seen, rides where transportation is a barrier. Referrals to childcare or facilities/programs that can accommodate children.

PROMPTS: What are the biggest things that stop people from getting help? How do things like transportation, childcare, work schedules, or language make it hard to get services? What would make services feel safer and more welcoming?

* Really, the biggest barrier is getting an appointment fast when a person agrees to the help. More availability of providers and appointments.

VISION AND PRIORITIES

9. If you could design these services the way you think they should be, what would be most important? What else should people who make decisions know about individuals' experiences? When a need and a willingness to meet that need are identified, sending through a referral to the appropriate services, following up on the referral and giving the person realistic expectations, warm hand off to the referral so person doesn't need to retell trauma unless necessary.

PROMPTS: What would you do first if you had the money to improve things? What do decision-makers not understand about what it's really like? What gives you hope about making things better? When referring people to outside services when they haven't seen a provider in a long time requires some hand holding. You can't just hand someone a business card. It often takes making that call w/ them, scheduling the appointment, establishing transportation

Thank you all for sharing your valuable experience and insight. What you've told us today is crucial for helping Tehama County make better decisions. We appreciate your time and thoughtful participation!

Case management has to be in the budget!

Many of the front line workers in Tehama County understand most of the barriers here. Understanding is the foundation. Now the County just needs the funds to do what we know is needed.

FOCUS GROUP PROTOCOL

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The purpose of today's conversation is to hear about our community's experiences, needs, and ideas. We want to understand:

- What challenges or barriers are faced when accessing services?

- What services and/or supports are most helpful?
  Medication, Solid plan to live, participating in Support groups w peers

- Recommendations for improving behavioral health services in the county.

The conversation will take about 90 minutes. Your participation is voluntary. You do not have to answer any question you don't want to. Your answers will be combined with others and reported in a way that does not identify you personally.

Let's agree on some ways to make this a respectful and safe dialogue:

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  - What you think matters
  - You don't have to agree with other people here
- Everyone gets a chance to speak
  - One person talks at a time
  - I won't call on you - you choose when and what to share
  - I might ask someone to let another person have a turn
- If anyone feels upset or wants to take a break, just let me know
- You can leave the room anytime you need to

Any questions before we begin?

QUESTIONNAIRE

WARM-UP - Experiences and Community

1. What brought you here today? What made you want to contribute?
   To interact w people, so I'm not isolated in my house.

2. What have you noticed about how people in our community think about mental health, substance use, and homelessness? Are there misunderstandings or unfair judgments you've seen about these things or people experiencing them?
   Don't want you to use drugs for your mental health. Don't know

3. Think about times when someone you know received help with mental health, substance use, or other challenges. What made that help work? What was different about it? Their knowledge - Knew more about my mental ~~Don't want you to use drugs for your mental health~~ health connection and their knowledge helped me to recover from mental health issues and improve. Not suffering as much - feel more normal.

PROMPTS: What did the person or organization do that was helpful? How did they treat the person seeking help? What made it feel comfortable or safe?

HOUSING AND BASIC NEEDS

4. What kind of help would really work for people who need housing support or are worried about losing their place to live?
   Controlling their behavior, not breaking any laws. Money gets in the way. Have to have good behavior most of the time

PROMPTS: What gets in the way when people try to get housing help? What do people who work in services get wrong about what is needed? How do things like having pets, being in a relationship, or having kids affect getting housing help?

CRISIS RESPONSE AND SAFETY

5. What should happen when people must deal with police, emergency rooms, or crisis situations? What would be better?

Tough when not stable mentally - Scary. Don't feel Safe. A better understanding of Mental illness would be helpful.

PROMPTS: What has happened when people have had these experiences? What could have made those times better or safer?

TRANSITIONS AND FOLLOW-UP CARE

6. Think about times when someone was leaving treatment, the hospital, jail, foster care, or other programs. What kind of follow-up help would have made things better? Not holding it against the individual when they make a mistake. Having support, understanding. Any kind of planning would be helpful instead of figuring it out on my own

PROMPTS: What was missing between one type of care and the next? What resources would have helped the most? How can planning better include what individuals want and need?

BUILDING TRUST AND ENGAGEMENT

7. Many people don't trust services because they've had bad experiences before or for other reasons. What works best to help people who need support but don't want traditional services?

Very important to interact with people that have been through the same things

PROMPTS: What makes someone more likely to get help from services? How can workers build trust, especially if it's been broken before? How important is it to have workers who have been through similar things or are from the community?

ACCESS AND SYSTEM DESIGN

8. What would mental health and substance use services look like if they were easier to get and felt safer, based on what you know would work for people seeking help?

Having trust that I would get better. Trust in me.

PROMPTS: What are the biggest things that stop people from getting help? How do things like transportation, childcare, work schedules, or language make it hard to get services? What would make services feel safer and more welcoming?

VISION AND PRIORITIES

9. If you could design these services the way you think they should be, what would be most important? What else should people who make decisions know about individuals' experiences?

Reduce Stigma. Building more permanent housing for mental health - until they are in the same shoes. Lived experience helped

PROMPTS: What would you do first if you had the money to improve things? What do decision-makers not understand about what it's really like? What gives you hope about making things better?

That there is hope for mental illness based on my experience.

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FOCUS GROUP PROTOCOL

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The purpose of today's conversation is to hear about our community's experiences, needs, and ideas. We want to understand:

- What challenges or barriers are faced when accessing services?

- What services and/or supports are most helpful? Finding housing caregivers are supportive for stopping

- Recommendations for improving behavioral health services in the county. faster ways of getting meds and taking them

The conversation will take about 90 minutes. Your participation is voluntary. You do not have to answer any question you don't want to. Your answers will be combined with others and reported in a way that does not identify you personally.

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    - What you think matters
    - You don't have to agree with other people here
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    - One person talks at a time
    - I won't call on you - you choose when and what to share
    - I might ask someone to let another person have a turn
- If anyone feels upset or wants to take a break, just let me know
- You can leave the room anytime you need to

Any questions before we begin?

QUESTIONNAIRE

WARM-UP - Experiences and Community

1. What brought you here today? What made you want to contribute?
   Mental Health rehab groups

2. What have you noticed about how people in our community think about mental health, substance use, and homelessness? Are there misunderstandings or unfair judgments you've seen about these things or people experiencing them? People are prejudice There's a good understanding of homelessness getting housing

3. Think about times when someone you know received help with mental health, substance use, or other challenges. What made that help work? What was different about it? People were helpful and understanding

PROMPTS: What did the person or organization do that was helpful? How did they treat the person seeking help? What made it feel comfortable or safe?
Got me into appointment.

HOUSING AND BASIC NEEDS

4. What kind of help would really work for people who need housing support or are worried about losing their place to live? Take me to fill out rental applications

PROMPTS: What gets in the way when people try to get housing help? What do people who work in services get wrong about what is needed? How do things like having pets, being in a relationship, or having kids affect getting housing help?
Long waiting lists for low income apartments

CRISIS RESPONSE AND SAFETY

5. What should happen when people must deal with police, emergency rooms, or crisis situations? What would be better? Trainings to help them understand Mental Illness

PROMPTS: What has happened when people have had these experiences? What could have made those times better or safer? Going to church would be supportive

TRANSITIONS AND FOLLOW-UP CARE

6. Think about times when someone was leaving treatment, the hospital, jail, foster care, or other programs. What kind of follow-up help would have made things better? Help with housing

PROMPTS: What was missing between one type of care and the next? What resources would have helped the most? How can planning better include what individuals want and need? referral to Talk Line

BUILDING TRUST AND ENGAGEMENT

7. Many people don't trust services because they've had bad experiences before or for other reasons. What works best to help people who need support but don't want traditional services? Support groups Rehab groups

PROMPTS: What makes someone more likely to get help from services? How can workers build trust, especially if it's been broken before? How important is it to have workers who have been through similar things or are from the community? It's very important

ACCESS AND SYSTEM DESIGN

8. What would mental health and substance use services look like if they were easier to get and felt safer, based on what you know would work for people seeking help? Don't know how to be safer. Refer to county hospital

PROMPTS: What are the biggest things that stop people from getting help? How do things like transportation, childcare, work schedules, or language make it hard to get services? What would make services feel safer and more welcoming?

partying could stop someone from getting help

VISION AND PRIORITIES

9. If you could design these services the way you think they should be, what would be most important? What else should people who make decisions know about individuals' experiences?

Keep regular Dr. appointments

PROMPTS: What would you do first if you had the money to improve things? What do decision-makers not understand about what it's really like? What gives you hope about making things better? Funding for outreach

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The purpose of today's conversation is to hear about our community's experiences, needs, and ideas. We want to understand:

- What challenges or barriers are faced when accessing services?
  IT hard to access services, due to lack of Knowledge.
- What services and/or supports are most helpful?
  talking to my Counsellor.
- Recommendations for improving behavioral health services in the county.

The conversation will take about 90 minutes. Your participation is voluntary. You do not have to answer any question you don't want to. Your answers will be combined with others and reported in a way that does not identify you personally.

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  - What you think matters
  - You don't have to agree with other people here
- Everyone gets a chance to speak
  - One person talks at a time
  - I won't call on you - you choose when and what to share
  - I might ask someone to let another person have a turn
- If anyone feels upset or wants to take a break, just let me know
- You can leave the room anytime you need to

Any questions before we begin?

QUESTIONNAIRE

WARM-UP - Experiences and Community

1. What brought you here today? What made you want to contribute?

   interaction with peers. Express my feelings.

2. What have you noticed about how people in our community think about mental health, substance use, and homelessness? Are there misunderstandings or unfair judgments you've seen about these things or people experiencing them?

   I don't know but I've never been homeless but people that are homeless are descriminated against

3. Think about times when someone you know received help with mental health, substance use, or other challenges. What made that help work? What was different about it?

   Cooperting with program managers. They got them into housing

PROMPTS: What did the person or organization do that was helpful? How did they treat the person seeking help? What made it feel comfortable or safe?

HOUSING AND BASIC NEEDS

4. What kind of help would really work for people who need housing support or are worried about losing their place to live?

   Housing placement

PROMPTS: What gets in the way when people try to get housing help? What do people who work in services get wrong about what is needed? How do things like having pets, being in a relationship, or having kids affect getting housing help?

CRISIS RESPONSE AND SAFETY

5. What should happen when people must deal with police, emergency rooms, or crisis situations? What would be better?

I would like to have a support or program manager.

PROMPTS: What has happened when people have had these experiences? What could have made those times better or safer?

TRANSITIONS AND FOLLOW-UP CARE

6. Think about times when someone was leaving treatment, the hospital, jail, foster care, or other programs. What kind of follow-up help would have made things better?

Housing Programs or for youths, ages 18-25

PROMPTS: What was missing between one type of care and the next? What resources would have helped the most? How can planning better include what individuals want and need?

BUILDING TRUST AND ENGAGEMENT

7. Many people don't trust services because they've had bad experiences before or for other reasons. What works best to help people who need support but don't want traditional services?

Wrap around services from start to finish.

PROMPTS: What makes someone more likely to get help from services? How can workers build trust, especially if it's been broken before? How important is it to have workers who have been through similar things or are from the community?

ACCESS AND SYSTEM DESIGN

8. What would mental health and substance use services look like if they were easier to get and felt safer, based on what you know would work for people seeking help?

more people would be attending it.

PROMPTS: What are the biggest things that stop people from getting help? How do things like transportation, childcare, work schedules, or language make it hard to get services? What would make services feel safer and more welcoming?

VISION AND PRIORITIES

9. If you could design these services the way you think they should be, what would be most important? What else should people who make decisions know about individuals' experiences?

people to talk to. They need to know everything about the person, so they know how to place them.

PROMPTS: What would you do first if you had the money to improve things? What do decision-makers not understand about what it's really like? What gives you hope about making things better?

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HOUSING AND BASIC NEEDS

What kind of help would really work for people who need housing support or are worried about losing their place to live?

PROMPTS: What gets in the way when people try to get housing help? What do people who work in services get wrong about what is needed? How do things like having pets, being in a relationship, or having kids affect getting housing help?

Problems
transportion
Convictions
Availability
Substence abuse
Consistency
Mental health

Correct info
where to find Resources

Tough to navigate
with very little
tolerance for mistakes
wrong feels negative
focus on what can be better

private sector do not have to or want to deal with pets. Pets are family & protection

Relationships often have people at different levels of help or wanting help

Finances with children- kids are expensive

Culture tends to fall to its lowest common denominator change is only strongest as its weakest link

Emotional people in a close area feed off of their shared trauma

CRISIS RESPONSE AND SAFETY

What should happen when people must deal with police, emergency rooms, or crisis situations? ~~What~~ would be better?

PROMPTS: What has happened when people have had these experiences? What could have made those times better or safer?

- Attentive, Experienced, Compationate
  - ↓ Being aware Situation in
  - ↓ De Escalation
- Co-response (LEO & Mobile Crisis) → safety & improve response time
- Additional information from law enforcement dispatch (Clarity on if/what diagnosis, not simply state have mental health profile)
- Awareness / assessment of situation
- Training pipeline / continued education

TRANSITIONS AND FOLLOW-UP CARE

Think about times when someone was leaving treatment, the hospital, jail, foster care, or other programs. What kind of follow-up help would have made things better?

PROMPTS: What was missing between one type of care and the next? What resources would have helped the most? How can planning better include what individuals want and need?

transportation clarity
moral support to advocate
explain to the client at their level
more time
more specialization case managers & providers
lack of control of what's happening to being involved
more flexibility on their choices
getting more client input

Keep it simple stupid!

Building Trust & Engagement

- being a reoccuring face in community meeting individuals where they are at.
- having those peers, people with lived experiences + sharing stories (personal) + open ended ?'s
- having empathy + listening to their Stories.
- recognizing strengths in people, having positive affirmations in regards to peer support
- Frontline Staff (front desk) is approachable, training our staff, makes people want to return.
- making attempts to reengage people with outreach + case management. "We are here for you when you're ready."
- encourage workarounds + problem solving. provide solutions + support.
- Checking in! follow through, making sure basic needs are met. housing + food.

ACCESS AND SYSTEM DESIGN

What challenges or barriers are faced when accessing services?

PROMPTS: What are the biggest things that stop people from getting help?

Not known about availability.
Changes in technology.
Transportation.
Stigma of Behavioral Health
lack of support from friends and family.
The illness itself.
Substance use.
lack of providers.
too long of a wait.
unaware of other resources (Cal-MAP)
Age.
No Insurance / High share of cost.
Unstable lifestyle
Inability to keep providers updated with current info.

ACCESS AND SYSTEM DESIGN

What would mental health and substance use services look like if they were easier to get and felt safer, based on what you know would work for people seeking help?

PROMPTS: How do things like transportation, childcare, work schedules, or language make it hard to get services? What would make services feel safer and more welcoming?

- It's hard to first get in the door.
- Provide outreach, community events
- Increase communication about services provided.
  - Mobile crisis line, 211
- After hours support, build healthy collaboratives
- Child care center - don't have to take children to court, etc.
- Bilingual staff, use inviting language
- Peer support groups - community led
- Combine services during funding cuts
- Digital media campaigns for public safety

ACCESS AND SYSTEM DESIGN

What services and/or supports are most helpful, and what could be done to improve those services/supports?

PROMPTS: What would make services feel safer and more welcoming? How can providers assist our members with overcoming barriers to service?

- Path: Community engagement (Positive effect)

- outreach in more rural places such as Rancho Tehama.
- promoting services at back to school events for youth.
- Mobile crisis is not a commonly known service that the count offers.
- Website has alot of information, maybe adding event calendar to the site, if not already available

- members may feel more welcome to reach out for services if they knew TCHSA is a judgment free zone, we are person centered. There are Bilingual staff for those monolingual members.

- Consistant staff, being able to build and maintain a relationship. It is hard to do that when staff constantly come and go.

- Reassurance that what is disclosed is confidential / with exceptions.

- Having transportation available. A system in place and announced to the public so potential members are aware.

VISION AND PRIORITIES

If you could design these services the way you think they should be, what would be most important?

PROMPTS: What would you do first if you had the money to improve things? HIRE/WAGES
What do decision-makers not understand about what it's really like? What gives you hope about making things better?

Community Education - voting
Integration - SUR + Bot

- Community safety for populations being served
  - ↳ more outreach w/ priority populations
  - ↳ meeting ppl where they are (limited transport & comms access)
  - ↳ being more accessible to the community
  - ↳ more staff to lower wait times for assessments & treatment plans

- PSA campaign around destigmatizing mental health services
- CISM - Critical Incident Stress Management

EXPERIENCE & COMMUNITY

What have you noticed about how people in our community think about mental health, substance use, and homelessness? Are there misunderstandings or unfair judgments you've seen about these things or people experiencing them?

- They dont know enough about it.
- the community doesnt know about the services available in the area.
- lack of availability of services (staff, services) appointments offered far out in advance.
- theres a lot of restrictions for the programs.
- everybody thinks the people are on drugs or criminals.
- In rural communities with different cultural backgrounds have different mental health stigmas that dont encourage help.
- Smaller counties have smaller availability or connect them out of county to services.

Experience & Community: Think about times when someone you know received help with mental health, substance use, or other challenges. What made that help work? What was different about it?

PROMPTS: What did the person or organization do that was helpful? What made it feel comfortable or safe?

Based on the radio silence in the chat, it's entirely possible the online crowd hasn't had anyone like that in their life, or have enough knowledge of such a situation to adequately answer.

Is anyone speaking ?

(Glenda and I were talking face to face, but also yes, we don't know anyone in this community who has received services)

Me aren't talking to you, broken up at tables to discuss. The idea was that you use this chat to accomplish.

Sorry busy over here.

If they had prepared we may have been able to do something else. We were told when the meeting started.

No, the online people. Are we suppose to have someone from online speak?

I also don't know anyone that has received services

Alas, unfortunately I only know people who need the services who haven't used them,

Chat works Jennifer, why didn't they use them What would have changed that?

There was a time when someone I knew received help with their substance use issue and looking at prison time. There was success in linking them with out of county residential program. Linking was successful as it involved collaboration between TCHSA, courts, district attorneys and probation from

the other county. I can happily say this persons life has changed and completed the program successfully.

Nothing but communication I think. We didn't tell them to do so

Well, the primary person I'm thinking of doesn't believe she has a problem and even if she does she has stated she has no desire to change

Thank you for sharing Melissa & Jenna ♥

The only other person I can think of was told (I believe erroneously, but I don't know) that she didn't qualify for services

Unfortunately I grew up in the Philippines where mental health was never a subject that was openly discussed and often carried a strong stigma.

Thank you What could be done differently to encourage individuals to seek help?

Being in here in the US, there is a greater focus on mental health awareness, education, and access to support. Conversations about mental health are more normalized, seeking help is encouraged rather that viewed as weakness.



I believe that mental health is crucial in order for the rest of the body to be health. Emotional well-being influences physical health, decision-making, and the ability to cope with stress and illness.

Sonoma Rotary Oct 17, 2025

MHSA Training, Education, & Outreach

Name	Community Role
Jennifer Torres	TCPAL, NCCDT
Gail Locke	CoC,
Cheryl Boughton	community member
Tamara Rustin	Accountant / Treasurer
Randy Holbrook	Potter & Wedding Venue
Kitt Condrey-Miller	Woodworker

Focus group discussions

STANS 1/6/2026 10:00 - 12:00

Behavioral Health Services Act Public Meeting

Name	Organization	Email
Mark Hume	Member	
Joann Williams	Member	
Rebecca Arntzen	Member	
Linda Latham	Peer	
Karla Rojas	Peer	
Ron Culver	NVCSS	rculver@NVCSS.org

work groups & committee meetings

1/8/2026 PHAB

Behavioral Health Services Act Public Meeting

Name	Organization	Email
Suzanne Siciliot	Rolling Hills Clinic	SSiciliot@rhclinic.org
Debbie Weaver	Rolling Hills Clinic	dweaver@rhclinic.org
Simon Knapf	TCHSA public health	Simon.knapf@tchsa.net
Minnie Sagar	TCHSA PH	
MARLEN KUNZ	TCHSA PH	
Jenn Moniz	Empower Tehama	jennifer@empowertehama.org
Matt Sanchez	TCDSS	msanchez@tcdss.org
Teresa Castro de Altamirano	NCCDI	taltamirano@nccdi.com
Carrie Samson	Greenville Rancheria	CSamson@greenvillerancheria.com
Alexis Ross	Dignity Health	Alexis ROS
Ronni Uribe	Dignity Health	
Timothy Peters	TCHSA PH	petersttchsa.net
Tia Brantner	TCEH	tbrantner@tehama.gov
Sharon Sinclair	Community Rep	slsinclair@charter.net

1/8/2026 PATH

Behavioral Health Services Act Public Meeting

Name	Organization	Email
Cole McClure	P.A.T.H.	cole.mcclure@pathplaza.org
Jimmy Rolson	P.A.T.H.	jimmy@pathplaza.org
Chundell Rolson	Greenville Rancheria	
Brandon Weathers	All Weathers Pumps	
Jennifer Torres	NCCDI	jtorres@nccdh.com

Meuser Bldg 1/13

Behavioral Health Services Act Public Meeting

Name	Organization	Email
Dani Taylor	TCDE	dtaylor@tehamaschools.org
TINA E HALE	CHD	healthyreminders4U@gmail.com

TEHAMA COUNTY HEALTH SERVICES AGENCY

Agency Staff Meeting/Training

Informational Training
"THE MENTAL HEALTH SERVICES ACT (MHSA) TO
BEHAVIORAL HEALTH SERVICES ACT (BHSA) TRANSITION"
BY NATALIE SHEPARD AND TRAVIS LYON

January 15, 2026

Sign-in Sheet

Medical Clinic

PRINT NAME	SIGNATURE
Michele Reid	
Carol James	
Laura Pierce	

TEHAMA COUNTY HEALTH SERVICES AGENCY

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January 15, 2026

Sign-in Sheet

Public Health

PRINT NAME	SIGNATURE
MARILYN KUNZ	
Tim Peters	
Kelly Burton	
Sharon Atkinson	Sharon Atkinson
Simon Knopf	
Seth Vollintine	
Hannah Bergen Zigadlowa	
Belen Rubio	
Jena Roof	
Myrna Sa	
Ashley Williams	
MICHELLE ASHLEY	
Maria Elena Valdez	
Brenda Delgado	
Kandace Pendergraft	
Sheila Mickelsen	
Sandra Fuentes	

TEHAMA COUNTY HEALTH SERVICES AGENCY

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January 15, 2026

Sign-in Sheet

Public Health

PRINT NAME	SIGNATURE
Amy Conde	ACJ
Tammy Jones	Tammy T. Jones

TEHAMA COUNTY HEALTH SERVICES AGENCY

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January 15, 2026

Sign-in Sheet

PRINT NAME	SIGNATURE
Cheyenne Kelley	
Melissa Field	
Rosa Campsen	
Vanessa Thomson	
V. Albrecht Hayes	
Bob Benfer	
Tammy Henderson	
Cvanzazi Martinez	
Michelle Schmidt	
JAYME BOTTKE	
JOHN WUNDER	
Braden Quigley	
Christopher Toney	
Christen Smith	
Michael Gibson	
Kristin Gracey	
Steven Rangel	

TEHAMA COUNTY HEALTH SERVICES AGENCY

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January 15, 2026

Sign-in Sheet

PRINT NAME	SIGNATURE
Sonya Weiss	Sonya Weiss
Stormy Bowman	Stormy Bowman
Kristine Gallegos	Kristine Gallegos
Susan Risse	Susan Risse
Susan Woodall	Susan Woodall

TEHAMA COUNTY HEALTH SERVICES AGENCY

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January 15, 2026

Sign-in Sheet

Behavioral Health

PRINT NAME	SIGNATURE
Connie Benson	
Josh Meeks	
Kelly Watkins	
Melissa Johnson	
Susan Vance	
Jacqui LoRivi.er	
Alesha Tafoya	
Jeanette Bircher	
Natalie Shepard	
Fernande Villegas	
Jade Gash	
Kylee Lakin	
Amanda Mesa	
Jayson Canty	
Mckena Vieth	
Alexia Garcia	

TEHAMA COUNTY HEALTH SERVICES AGENCY

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January 15, 2026

Sign-in Sheet

Behavioral Health

PRINT NAME	SIGNATURE
Vanessa Torres	
Jamie Castro	
Stephanie Burton	
Travis Lyon	
Nicole Nanty	
Claudia Hinojosa	
Carson Brown	
Jeffrey Prather	
Caleb Harvey	
Vanessa Lowe-Mayer	
Fredy Castellon	
Jonita Garcia	
Curtis Barwick	

TEHAMA COUNTY HEALTH SERVICES AGENCY

Agency Staff Meeting/Training

Informational Training
"THE MENTAL HEALTH SERVICES ACT (MHSA) TO
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BY NATALIE SHEPARD AND TRAVIS LYON

January 15, 2026

Sign-in Sheet

Substance Use Recovery

PRINT NAME	SIGNATURE
MELISSA WILLIAMS	M. Williams
Kerri Mitchell	Kerri Mitchell
Heather Chaplar	
Donald Baltazar	
Amber Natho	
Maria Heredia-Cervantes	

Coming 1/15/2026

Behavioral Health Services Act Public Meeting

Name	Organization	Email
Susana Reyes	Empower Tehama	Susana@empowertehama.org
Enelida Ocampo	Empower Tehama	enelida@empowertehama.org

BHAB 1/21/2026

Behavioral Health Services Act Public Meeting

Name	Organization	Email
Debbie Andrews	RBHS	dandrews@rbhsd.org
Nisha Gall	RBHS	ngall@rbhsd.org
Maria Ramirez	Restpadd Health	MRamirez@restpaddhealth.com
Jaymelee Chambers-Skondin	TCHSA	jaymelee.chambers-skondin@tchsa.net
Yuliana Moreno	TCDE	Ymoreno@tehamaschools.org
Jean Shackelford	Public	jshackelforddavis@gmail.com
Charla Sojka	NVCSS	convertiblelady07@yahoo.com
Wendy Lathum	NVCSS	wendylathum60@gmail.com
Avery Vilche	PAL	vilcheavery@yahoo.com
Tim Dekers	PH	pekerst@tchsa.net
Natalie Shepard	TCHSA - BH	natalie.shepard@tchsa.net
Connie Benson	TCHSA-BC	Connie.benson@tchsa.net

Tehama County
Health Services Agency

JAYME BOTTKE
EXECUTIVE DIRECTOR

MICHELLE SCHMIDT
ASSISTANT EXECUTIVE DIRECTOR, PROGRAMS

DEANNA GEE
ASSISTANT EXECUTIVE DIRECTOR, ADMINISTRATION

MELISSA FIELD
COMPLIANCE OFFICER

NATALIE SHEPARD BEHAVIORAL HEALTH DIRECTOR

Jean Shackelford - Chairperson
Patient Care Services

Charla Sojka - Vice Chairperson
Consumer

Matt Hansen
Board of Supervisors Representative

Steven Becker
Law Enforcement

Darbie Andrews
Children's Advocate

Wendy Lathum
Consumer

Avery Vilche
Family Member Representative

Cheryl Boughton
Family Member Representative

Daniel Buchanan
Family Member Representative

Maria Ramirez
Family Member Representative

Michael Logan
Family Member Representative

Nischa Gall
Family Member Representative

Jimmy Rolson
Consumer

BEHAVIORAL HEALTH
1860 WALNUT STREET, BLDG A
MAILING ADDRESS:
PO BOX 400
RED BLUFF, CA 96080
(530) 527-8491
FAX (530) 527-0240

Tehama County

BEHAVIORAL HEALTH ADVISORY BOARD

Agenda

Wednesday, January 21, 2026
12:15pm - 1:30pm
Shasta Room, 1860 Walnut St, Bldg. D, Red Bluff, CA 96080

Click here to join the meeting

Call +1 805-456-4468, 144960451# **Conference ID:** 144 960 451#

Reminder, your microphone should be muted when you are not speaking during the meeting.

I. **Welcome/Introductions**

II. **Public Comment**
This is a time set aside for Tehama County residents to address the Behavioral Health Advisory Board on items noted for discussion or consideration on this agenda, or issues under the purview of this Board.

III. **Organization Updates & General Announcements**
   a. NAMI on Campus & New Hope Teen Center
   b. Restpadd
   c. Wellness Center Group Activities
   d. Empower Tehama
   e. Children First / Lassen Counseling Services
   f. Police Activities League (P.A.L.)

IV. **Yuliana - PPP**

V. **Discussion and Possible Action**
   a. Review, amend, or approve minutes from November 19, 2025.

VI. **Director's Report**
   a. Health Services Agency- Behavioral Health Updates
      i. Department and State Updates
      ii. Staffing Updates
      iii. Program Updates
   b. Health Services Agency- Substance Use Recovery Updates
      i. Department and State Updates
      ii. Staffing Updates
      iii. Program Updates

Tehama County
Health Services Agency

JAYME BOTTKE
EXECUTIVE DIRECTOR

MICHELLE SCHMIDT
ASSISTANT EXECUTIVE DIRECTOR, PROGRAMS

DEANNA GEE
ASSISTANT EXECUTIVE DIRECTOR, ADMINISTRATION

MELISSA FIELD
COMPLIANCE OFFICER

NATALIE SHEPARD
BEHAVIORAL HEALTH DIRECTOR

Jean Shackelford - Chairperson
Patient Care Services

Charla Sojka - Vice Chairperson
Consumer

Matt Hansen
Board of Supervisors Representative

Steven Becker
w Enforcement

Darbie Andrews
Children's Advocate

Wendy Lathum
Consumer

Avery Vilche
Family Member Representative

Cheryl Boughton
Family Member Representative

Daniel Buchanan
Family Member Representative

Maria Ramirez
Family Member Representative

Michael Logan
Family Member Representative

Nischa Gall
Family Member Representative

Jimmy Rolson
Consumer

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Tehama County

BEHAVIORAL HEALTH ADVISORY BOARD

VII. Training Opportunities

VIII. Additions or Changes for the next Agenda

IX. Adjournment and Next Meeting Dates

X. Mental Health Services Act Public Meeting

2026 BHAB Meeting Dates

~~January 21st~~	February 18th
March 18th	April 15th
May 20th	June 17th
August 19th	September 16th
October 21st	November 18th

Greenville 1/27/2026 5:30pm

Behavioral Health Services Act Public Meeting

Name	Organization	Email
Chelsea Funtanilla	Greenville Ranchería	cfuntanilla@greenvilleranchería.com

TC Health Care Coalition 2/18/2026

Behavioral Health Services Act Public Meeting

Name	Organization	Email
Mary Thomas	SSV EMS Agency	mary.thomas@SSVems.com
DANIELLE HARRIS	TCSO	DHARRIS@TEHAMASO.ORG
Amy Condie	TCHSA PH	Amy.Condie@TCHSA.NET
Timothy Peters	TCHSA PH	peters@tchsa.net
Ruth Ann Rowen	SECH/TC HPP Coordinator	ruth.rowen@commonspirit.org
Jeannette Lefdal	Rolling Hills Clinic	JLefdal@rhclinic.org
Bryan Johnson	PBNI / RHC	bjohnson@parkcenta.org

Behavioral Health Services Act Public Meeting

Name	Organization	Email
Toni Avery	North Valley Services	tavery@northvalleyservices.org
Kandace Fonseca	Restpadd Health Corp Red Bluff	kfonseca@restpaddhealth.com
Russ Cobb	Red Bluff Health Care	russ@rbhc.biz
Hannah Bergen Ziyadinova	TCHSA PH	hannahbergen.ziyadinova@tchsa.net
Andrea Schulken	NVIH	
Mary Massey	CMA	
Maryann Berry	PH-OP clinics	
Jonathan Checko	Shasta Co HHSA	
Suzanne Cicilio	Rolling Hills	
Tina Hale	Corning Health Services District	
Annette Moskall	Rolling Hills Clinic	

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

Nos estamos acercando a nuestros vecinos y miembros de la comunidad para conocer su opinión sobre los servicios de Salud Mental en el Condado de Tehama, incluyendo salud mental, uso de sustancias y apoyo para la vivienda. Sus comentarios influirán directamente en cómo se diseñan los servicios de salud conductual para servir mejor a nuestro Condado.

En respuesta a la nueva Ley de Servicios de Salud Mental (BHSA) de California, la Agencia de Servicios de Salud del Condado de Tehama (TCHSA) está transformando la forma en la que ofrecemos estos servicios, priorizando en estos a personas con necesidades y trastornos más severos de salud mental y uso de sustancias, mientras también ampliamos los apoyos para la vivienda.

Esta encuesta tomará aproximadamente 3 a 5 minutos en completarse y sus respuestas serán estrictamente confidenciales y anónimas. Todos los miembros de la comunidad están invitados a participar, independientemente de si han utilizado los servicios de TCHSA o no. Juntos podemos construir un sistema de salud conductual que sirva mejor a nuestra comunidad diversa.

¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	Grave (Es un problema importante)	Moderado (Es un problema)	Leve (Es un problema menor)	No es un problema
Salud Mental (estrés, ansiedad, depresión, etc.)	☐	☐	☐	☐
Uso de Sustancias (alcohol, drogas, etc.)	☐	☐	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	☐	☐	☐	☐

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?
   ☒ Sí ☐ No estoy seguro ☐ Prefiero no responder ☐ No tengo claro quiénes son las poblaciones vulnerables
   ☐ No. Por favor especifique por qué: _____

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?
   (Marque todas las que correspondan)
   - ☒ Niños pequeños 0–5
   - ☒ Niños de primaria/intermedia 6–12
   - ☒ Adolescentes de preparatoria 13–17
   - ☒ Jóvenes en edad de transición (18–25)
   - ☒ Adultos 26-59
   - ☒ Adultos mayores de 60
   - ☒ Veteranos
   - ☒ Personas LGBTQ2S+
   - ☒ Comunidades Nativas/Tribus
   - ☒ Comunidades Latinas
   - ☒ Personas cuidadoras
   - ☒ Personas sin hogar
   - ☒ Personas con trastornos específicos por uso de opioides
   - ☒ Personas con trastornos por uso de sustancias
   - ☐ Personas involucradas en el sistema de justicia penal
   - ☒ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
   - ☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
   - ☐ Otro (por favor, especifique): _____

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
   (Por favor seleccione todos los que apliquen)
   - ☐ Terapia ambulatoria de salud mental
   - ☐ Tratamiento ambulatorio para trastornos por uso de sustancias
   - ☐ Tribunal de Salud Mental
   - ☐ Equipo móvil de respuesta a crisis
   - ☐ Clases educativas para la prevención del suicidio
   - ☐ Línea de Prevención del Suicidio (9-8-8)
   - ☐ Apoyo escolar para salud mental estudiantil
   - ☐ Talleres y clases para padres sobre temas relacionados con la salud mental
   - ☐ Asistencia para vivienda o servicios de apoyo para personas sin hogar
   - ☐ Tribunal de CARE para personas con esquizofrenia o psicosis
   - ☐ Tratamiento Ambulatorio Asistido (AOT)
   - ☒ No he escuchado sobre ninguno de estos servicios

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☒	☐	☐	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☐	☐	☐	☐	☐	☒	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☐	☐	☐	☒	☐	☐	☐
Institucionalización (hospitalizaciones)	☐	☐	☒	☐	☐	☐	☐
Personas en situación crónica de vivienda inestable	☐	☒	☐	☐	☐	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☐	☐	☐	☒
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☐	☐	☒	☐	☐

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? _____

☐ No sé mi código postal

☐ No tengo una dirección permanente

☒ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)

☐ Proveedor de salud mental

☐ Defensor(a) comunitario(a) o voluntario(a)

☒ Miembro de la comunidad

☐ Proveedor(a) de atención médica

☐ Autoridad policial

☐ Personal escolar

☐ Servicios tribales

☐ Persona con experiencia en el sistema de justicia

☐ Persona con experiencia en desafíos de salud mental

☐ Persona con experiencia en desafíos por uso de sustancias

☐ Persona con experiencia en violencia doméstica o agresión sexual

☐ Familiar o persona cuidadora de alguien con desafíos de salud mental

☐ Empleados del Sistema de Justicia (incluida libertad condicional)

☐ Proveedor(a) de servicios sociales

☐ Persona con experiencia vivida de falta de vivienda

☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☒ 16-25 ☐ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

(Nota: Entendemos que la raza y la etnicidad son temas complejos y que las siguientes categorías pueden no reflejar la identidad única de cada persona. Esta lista no es exhaustiva. Por favor elija todas las opciones que mejor lo/la representen. Si no ve su identidad incluida, puede escribirla en "Otra raza, etnicidad u origen".)

☐ **asiático(a) o asiático(a) estadounidense**
(p. ej., chino, filipino, indio, japonés, coreano, vietnamita, etc.)
☐ **negro(a) o afroestadounidense**
(p. ej., etíope, ghanés, jamaiquino, nigeriano, somalí, etc.)
☐ **indígena de Centroamérica o Sudamérica**
(p. ej., K'iche', maya, mixteco, purépecha, quechua, triqui, zapoteco, etc.)
☒ **Latinx, hispano(a) o caribeño(a)**
(p. ej., colombiano, cubano, guatemalteco, mexicano, puertorriqueño, salvadoreño, sudamericano, etc.)
☐ **mediooriental o arabe estadounidense**
(p. ej., argelino, egipcio, iraquí, jordano, libanés, marroquí, etc.)
☐ **nativo(a) de Hawái u otra isla del Pacífico**
(p. ej., chamorro, fiyiano, samoano, tahitiano, tongano, etc.)
☐ **nativo(a) de Norteamérica o nativo(a) de Alaska**
(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)
☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)
☐ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
☐ **Otra raza, etnicidad u origen: _____**
☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

(Nota: Reconocemos que el sexo asignado al nacer se refiere a la clasificación de una persona como masculino, femenino o intersexual basada en la observación física de los genitales, cromosomas y estructuras anatómicas en el momento del nacimiento. Esta clasificación se interpreta dentro de un contexto sociocultural y puede no abarcar completamente la complejidad y riqueza de las identidades individuales.)

☒ Femenino ☐ Masculino ☐ Intersexual ☐ Prefiero no responder

11 ¿Cuál de las siguientes opciones describe mejor su identidad de género? *(Por favor seleccione todas las que correspondan)*
(Nota: Entendemos que la identidad de género es diversa y puede que las siguientes categorías no representen completamente todas las identidades. Por favor elija la(s) opción(es) que mejor describa(n) su identidad de género. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirla por mí mismo/a".)

☐ Explorando mi identidad de género ☐ Género expansivo / No binarie ☐ Dos espíritus ☑ Hombre
☐ Género queer ☐ Transgénero ☑ Mujer
☐ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☑ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☐ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☐ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?

☐ Sí ☑ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

Nos estamos acercando a nuestros vecinos y miembros de la comunidad para conocer su opinión sobre los servicios de Salud Mental en el Condado de Tehama, incluyendo salud mental, uso de sustancias y apoyo para la vivienda. Sus comentarios influirán directamente en cómo se diseñan los servicios de salud conductual para servir mejor a nuestro Condado.

En respuesta a la nueva Ley de Servicios de Salud Mental (BHSA) de California, la Agencia de Servicios de Salud del Condado de Tehama (TCHSA) está transformando la forma en la que ofrecemos estos servicios, priorizando en estos a personas con necesidades y trastornos más severos de salud mental y uso de sustancias, mientras también ampliamos los apoyos para la vivienda.

Esta encuesta tomará aproximadamente 3 a 5 minutos en completarse y sus respuestas serán estrictamente confidenciales y anónimas. Todos los miembros de la comunidad están invitados a participar, independientemente de si han utilizado los servicios de TCHSA o no. Juntos podemos construir un sistema de salud conductual que sirva mejor a nuestra comunidad diversa.

¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	Grave (Es un problema importante)	Moderado (Es un problema)	Leve (Es un problema menor)	No es un problema
Salud Mental (estrés, ansiedad, depresión, etc.)	□	◎	□	□
Uso de Sustancias (alcohol, drogas, etc.)	◎	□	□	□
Vivienda (tener un lugar seguro y estable para vivir)	◎	□	□	□

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?
   ☐ Sí ☒ No estoy seguro ☐ Prefiero no responder ☐ No tengo claro quiénes son las poblaciones vulnerables
   ☐ No. Por favor especifique por qué: _____

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?
   (Marque todas las que correspondan)
   - ☐ Niños pequeños 0–5
   - ☒ Niños de primaria/intermedia 6–12
   - ☒ Adolescentes de preparatoria 13–17
   - ☒ Jóvenes en edad de transición (18–25)
   - ☒ Adultos 26-59
   - ☒ Adultos mayores de 60
   - ☐ Veteranos
   - ☐ Personas LGBTQ2S+
   - ☒ Comunidades Nativas/Tribus
   - ☒ Comunidades Latinas
   - ☐ Personas cuidadoras
   - ☒ Personas sin hogar
   - ☒ Personas con trastornos específicos por uso de opioides
   - ☒ Personas con trastornos por uso de sustancias
   - ☒ Personas involucradas en el sistema de justicia penal
   - ☐ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
   - ☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
   - ☐ Otro (por favor, especifique): _____

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
   (Por favor seleccione todos los que apliquen)
   - ☐ Terapia ambulatoria de salud mental
   - ☐ Tratamiento ambulatorio para trastornos por uso de sustancias
   - ☒ Tribunal de Salud Mental
   - ☒ Equipo móvil de respuesta a crisis
   - ☒ Clases educativas para la prevención del suicidio
   - ☒ Línea de Prevención del Suicidio (9-8-8)
   - ☒ Apoyo escolar para salud mental estudiantil
   - ☒ Talleres y clases para padres sobre temas relacionados con la salud mental
   - ☐ Asistencia para vivienda o servicios de apoyo para personas sin hogar
   - ☐ Tribunal de CARE para personas con esquizofrenia o psicosis
   - ☐ Tratamiento Ambulatorio Asistido (AOT)
   - ☐ No he escuchado sobre ninguno de estos servicios

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☒	☐	☐	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☐	☒	☐	☐	☐	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☐	☐	☐	☐	☒	☐	☐
Institucionalización (hospitalizaciones)	☐	☐	☐	☒	☐	☐	☐
Personas en situación crónica de vivienda inestable	☐	☐	☒	☐	☐	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☐	☐	☒	☐
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☐	☐	☐	☐	☒

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? 90030

☐ No sé mi código postal
☐ No tengo una dirección permanente
☐ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)

☐ Proveedor de salud mental
☐ Defensor(a) comunitario(a) o voluntario(a)
☑ Miembro de la comunidad
☐ Proveedor(a) de atención médica
☐ Autoridad policial
☐ Personal escolar
☐ Servicios tribales
☐ Persona con experiencia en el sistema de justicia
☐ Persona con experiencia en desafíos de salud mental
☐ Persona con experiencia en desafíos por uso de sustancias
☐ Persona con experiencia en violencia doméstica o agresión sexual
☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
☐ Empleados del Sistema de Justicia (incluida libertad condicional)
☐ Proveedor(a) de servicios sociales
☐ Persona con experiencia vivida de falta de vivienda
☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☐ 16-25 ☑ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

(Nota: Entendemos que la raza y la etnicidad son temas complejos y que las siguientes categorías pueden no reflejar la identidad única de cada persona. Esta lista no es exhaustiva. Por favor elija todas las opciones que mejor lo/la representen. Si no ve su identidad incluida, puede escribirla en "Otra raza, etnicidad u origen".)

☐ **asiático(a) o asiático(a) estadounidense**
(p. ej., chino, filipino, indio, japonés, coreano, vietnamita, etc.)
☐ **negro(a) o afroestadounidense**
(p. ej., etíope, ghanés, jamaiquino, nigeriano, somalí, etc.)
☐ **indígena de Centroamérica o Sudamérica**
(p. ej., K'iche', maya, mixteco, purépecha, quechua, triqui, zapoteco, etc.)
☑ **latinx, hispano(a) o caribeño(a)**
(p. ej., colombiano, cubano, guatemalteco, mexicano, puertorriqueño, salvadoreño, sudamericano, etc.)
☐ **mediorientál o arabe estadounidense**
(p. ej., argelino, egipcio, iraquí, jordano, libanés, marroquí, etc.)
☐ **nativo(a) de Hawái u otra isla del Pacífico**
(p. ej., chamorro, fiyiano, samoano, tahitiano, tongano, etc.)
☐ **nativo(a) de Norteamérica o nativo(a) de Alaska**
(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)
☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)
☐ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
☐ **Otra raza, etnicidad u origen: _____**
☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

(Nota: Reconocemos que el sexo asignado al nacer se refiere a la clasificación de una persona como masculino, femenino o intersexual basada en la observación física de los genitales, cromosomas y estructuras anatómicas en el momento del nacimiento. Esta clasificación se interpreta dentro de un contexto sociocultural y puede no abarcar completamente la complejidad y riqueza de las identidades individuales.)

☐ Femenino ☑ Masculino ☐ Intersexual ☐ Prefiero no responder

11 ¿Cuál de las siguientes opciones describe mejor su identidad de género? *(Por favor seleccione todas las que correspondan)*
(Nota: Entendemos que la identidad de género es diversa y puede que las siguientes categorías no representen completamente todas las identidades. Por favor elija la(s) opción(es) que mejor describa(n) su identidad de género. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirla por mí mismo/a".)

☐ Explorando mi identidad de género ☐ Género expansivo / No binarie ☐ Dos espíritus ☑ Hombre
☐ Género queer ☐ Transgénero ☐ Mujer
☐ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☑ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☐ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☐ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?

☐ Sí ☑ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

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En respuesta a la nueva Ley de Servicios de Salud Mental (BHSA) de California, la Agencia de Servicios de Salud del Condado de Tehama (TCHSA) está transformando la forma en la que ofrecemos estos servicios, priorizando en estos a personas con necesidades y trastornos más severos de salud mental y uso de sustancias, mientras también ampliamos los apoyos para la vivienda.

Esta encuesta tomará aproximadamente 3 a 5 minutos en completarse y sus respuestas serán estrictamente confidenciales y anónimas. Todos los miembros de la comunidad están invitados a participar, independientemente de si han utilizado los servicios de TCHSA o no. Juntos podemos construir un sistema de salud conductual que sirva mejor a nuestra comunidad diversa.

¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	**Grave** (Es un problema importante)	**Moderado** (Es un problema)	**Leve** (Es un problema menor)	**No es un problema**
Salud Mental (estrés, ansiedad, depresión, etc.)	☐	☐	☐	☐
Uso de Sustancias (alcohol, drogas, etc.)	☐	☐	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	☐	☐	☐	☐

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☐	☐	☐	☐	☒	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☐	☐	☐	☒	☐	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☒	☐	☐	☐	☐	☐	☐
Institucionalización (hospitalizaciones)	☐	☒	☐	☐	☐	☐	☐
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Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☐	☐	☒	☐
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☐	☐	☐	☐	☒

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? 96080

☐ No sé mi código postal
☐ No tengo una dirección permanente
☐ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)

☐ Proveedor de salud mental
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☐ Autoridad policial
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☐ Proveedor(a) de servicios sociales
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(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)
☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)
☐ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
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☐ **Prefiero no responder**

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☐ Género queer ☐ Transgénero ☒ Mujer
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(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☒ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☐ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☐ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?

☐ Sí ☒ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

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¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	**Grave** (Es un problema importante)	**Moderado** (Es un problema)	**Leve** (Es un problema menor)	**No es un problema**
Salud Mental (estrés, ansiedad, depresión, etc.)	☑	☐	☐	☐
Uso de Sustancias (alcohol, drogas, etc.)	☑	☐	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	☑	☐	☐	☐

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?

☐ Sí ☐ No estoy seguro ☐ Prefiero no responder ☐ No tengo claro quiénes son las poblaciones vulnerables

☑ No. Por favor especifique por qué: no los tiempos de espera son muy largos para ver a alguien.

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?

(Marque todas las que correspondan)

- ☐ Niños pequeños 0–5
- ☐ Niños de primaria/intermedia 6–12
- ☐ Adolescentes de preparatoria 13–17
- ☑ Jóvenes en edad de transición (18–25)
- ☑ Adultos 26-59
- ☑ Adultos mayores de 60
- ☑ Veteranos
- ☑ Personas LGBTQ2S+
- ☐ Comunidades Nativas/Tribus
- ☑ Comunidades Latinas
- ☐ Personas cuidadoras
- ☒ Personas sin hogar
- ☑ Personas con trastornos específicos por uso de opioides
- ☑ Personas con trastornos por uso de sustancias
- ☑ Personas involucradas en el sistema de justicia penal
- ☑ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
- ☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
- ☐ Otro (por favor, especifique): _____

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?

(Por favor seleccione todos los que apliquen)

- ☑ Terapia ambulatoria de salud mental
- ☑ Tratamiento ambulatorio para trastornos por uso de sustancias
- ☑ Tribunal de Salud Mental
- ☑ Equipo móvil de respuesta a crisis
- ☐ Clases educativas para la prevención del suicidio
- ☑ Línea de Prevención del Suicidio (9-8-8)
- ☐ Apoyo escolar para salud mental estudiantil
- ☐ Talleres y clases para padres sobre temas relacionados con la salud mental
- ☐ Asistencia para vivienda o servicios de apoyo para personas sin hogar
- ☐ Tribunal de CARE para personas con esquizofrenia o psicosis
- ☐ Tratamiento Ambulatorio Asistido (AOT)
- ☐ No he escuchado sobre ninguno de estos servicios

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☑	☐	☐	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☑	☐	☐	☐	☐	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☑	☐	☐	☐	☐	☐	☐
Institucionalización (hospitalizaciones)	☐	☑	☐	☐	☐	☐	☐
Personas en situación crónica de vivienda inestable	☐	☐	☑	☐	☐	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☑	☐	☐	☐	☐
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☑	☐	☐	☐	☐

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? 96080

☐ No sé mi código postal
☐ No tengo una dirección permanente
☐ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)

☐ Proveedor de salud mental
☐ Defensor(a) comunitario(a) o voluntario(a)
☑ Miembro de la comunidad
☐ Proveedor(a) de atención médica
☐ Autoridad policial
☐ Personal escolar
☐ Servicios tribales
☐ Persona con experiencia en el sistema de justicia
☐ Otro, por favor especifique: _____
☑ Persona con experiencia en desafíos de salud mental
☐ Persona con experiencia en desafíos por uso de sustancias
☐ Persona con experiencia en violencia doméstica o agresión sexual
☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
☐ Empleados del Sistema de Justicia (incluida libertad condicional)
☐ Proveedor(a) de servicios sociales
☐ Persona con experiencia vivida de falta de vivienda

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☐ 16-25 ☑ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

(Nota: Entendemos que la raza y la etnicidad son temas complejos y que las siguientes categorías pueden no reflejar la identidad única de cada persona. Esta lista no es exhaustiva. Por favor elija todas las opciones que mejor lo/la representen. Si no ve su identidad incluida, puede escribirla en "Otra raza, etnicidad u origen".)

☐ **asiático(a) o asiático(a) estadounidense**
(p. ej., chino, filipino, indio, japonés, coreano, vietnamita, etc.)
☐ **negro(a) o afroestadounidense**
(p. ej., etíope, ghanés, jamaiquino, nigeriano, somalí, etc.)
☐ **indígena de Centroamérica o Sudamérica**
(p. ej., K'iche', maya, mixteco, purépecha, quechua, triqui, zapoteco, etc.)
☑ **latinx, hispano(a) o caribeño(a)**
(p. ej., colombiano, cubano, guatemalteco, mexicano, puertorriqueño, salvadoreño, sudamericano, etc.)
☐ **medioriental o arabe estadounidense**
(p. ej., argelino, egipcio, iraquí, jordano, libanés, marroquí, etc.)
☐ **nativo(a) de Hawái u otra isla del Pacífico**
(p. ej., chamorro, fiyiano, samoano, tahitiano, tongano, etc.)
☐ **nativo(a) de Norteamérica o nativo(a) de Alaska**
(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)
☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)
☐ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
☐ **Otra raza, etnicidad u origen:** _____
☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

(Nota: Reconocemos que el sexo asignado al nacer se refiere a la clasificación de una persona como masculino, femenino o intersexual basada en la observación física de los genitales, cromosomas y estructuras anatómicas en el momento del nacimiento. Esta clasificación se interpreta dentro de un contexto sociocultural y puede no abarcar completamente la complejidad y riqueza de las identidades individuales.)

☐ Femenino ☑ Masculino ☐ Intersexual ☐ Prefiero no responder

11 ¿Cuál de las siguientes opciones describe mejor su identidad de género? *(Por favor seleccione todas las que correspondan)*
(Nota: Entendemos que la identidad de género es diversa y puede que las siguientes categorías no representen completamente todas las identidades. Por favor elija la(s) opción(es) que mejor describa(n) su identidad de género. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirla por mí mismo/a".)

☐ Explorando mi identidad de género ☐ Género expansivo / No binarie ☐ Dos espíritus ☑ Hombre
☐ Género queer ☐ Transgénero ☐ Mujer
☐ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☐ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☑ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☐ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?

☐ Sí ☐ No ☑ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

*USO de sustancias - porque las adicciones son difíciles de dejar
*la salud mental, personas de familiares con enfermedades mentales no quieren aceptar la ayuda.

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

Nos estamos acercando a nuestros vecinos y miembros de la comunidad para conocer su opinión sobre los servicios de Salud Mental en el Condado de Tehama, incluyendo salud mental, uso de sustancias y apoyo para la vivienda. Sus comentarios influirán directamente en cómo se diseñan los servicios de salud conductual para servir mejor a nuestro Condado.

En respuesta a la nueva Ley de Servicios de Salud Mental (BHSA) de California, la Agencia de Servicios de Salud del Condado de Tehama (TCHSA) está transformando la forma en la que ofrecemos estos servicios, priorizando en estos a personas con necesidades y trastornos más severos de salud mental y uso de sustancias, mientras también ampliamos los apoyos para la vivienda.

Esta encuesta tomará aproximadamente 3 a 5 minutos en completarse y sus respuestas serán estrictamente confidenciales y anónimas. Todos los miembros de la comunidad están invitados a participar, independientemente de si han utilizado los servicios de TCHSA o no. Juntos podemos construir un sistema de salud conductual que sirva mejor a nuestra comunidad diversa.

¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	**Grave** (Es un problema importante)	**Moderado** (Es un problema)	**Leve** (Es un problema menor)	**No es un problema**
Salud Mental (estrés, ansiedad, depresión, etc.)	☑	☐	☐	☐
Uso de Sustancias (alcohol, drogas, etc.)	☑	☐	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	☑	☐	☐	☐

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?
☐ Sí ☐ No estoy seguro ☐ Prefiero no responder ☐ No tengo claro quiénes son las poblaciones vulnerables
☑ No. Por favor especifique por qué: _____

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?
(Marque todas las que correspondan)
- ☑ Niños pequeños 0–5
- ☑ Niños de primaria/intermedia 6–12
- ☑ Adolescentes de preparatoria 13–17
- ☑ Jóvenes en edad de transición (18–25)
- ☑ Adultos 26-59
- ☑ Adultos mayores de 60
- ☑ Veteranos
- ☑ Personas LGBTQ2S+
- ☑ Comunidades Nativas/Tribus
- ☑ Comunidades Latinas
- ☑ Personas cuidadoras
- ☑ Personas sin hogar
- ☑ Personas con trastornos específicos por uso de opioides
- ☑ Personas con trastornos por uso de sustancias
- ☑ Personas involucradas en el sistema de justicia penal
- ☑ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
- ☑ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
- ☐ Otro (por favor, especifique): _____

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
(Por favor seleccione todos los que apliquen)
- ☑ Terapia ambulatoria de salud mental
- ☑ Tratamiento ambulatorio para trastornos por uso de sustancias
- ☐ Tribunal de Salud Mental
- ☑ Equipo móvil de respuesta a crisis
- ☐ Clases educativas para la prevención del suicidio
- ☑ Línea de Prevención del Suicidio (9-8-8)
- ☐ Apoyo escolar para salud mental estudiantil
- ☐ Talleres y clases para padres sobre temas relacionados con la salud mental
- ☐ Asistencia para vivienda o servicios de apoyo para personas sin hogar
- ☐ Tribunal de CARE para personas con esquizofrenia o psicosis
- ☐ Tratamiento Ambulatorio Asistido (AOT)
- ☐ No he escuchado sobre ninguno de estos servicios

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☑	☐	☐	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☑	☐	☐	☐	☐	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☑	☐	☐	☐	☐	☐	☐
Institucionalización (hospitalizaciones)	☑	☐	☐	☐	☐	☐	☐
Personas en situación crónica de vivienda inestable	☑	☐	☐	☐	☐	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☑	☐	☐	☐	☐	☐
Servicios de prevención dentro del Sistema de Bienestar Infantil	☑	☐	☐	☐	☐	☐	☐

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? 96080

☐ No sé mi código postal
☐ No tengo una dirección permanente
☐ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)

☐ Proveedor de salud mental
☐ Defensor(a) comunitario(a) o voluntario(a)
☑ Miembro de la comunidad
☐ Proveedor(a) de atención médica
☐ Autoridad policial
☐ Personal escolar
☐ Servicios tribales
☐ Persona con experiencia en el sistema de justicia
☐ Persona con experiencia en desafíos de salud mental
☐ Persona con experiencia en desafíos por uso de sustancias
☐ Persona con experiencia en violencia doméstica o agresión sexual
☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
☐ Empleados del Sistema de Justicia (incluida libertad condicional)
☐ Proveedor(a) de servicios sociales
☐ Persona con experiencia vivida de falta de vivienda
☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☐ 16-25 ☐ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

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☐ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☒ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☐ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

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Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

Nos estamos acercando a nuestros vecinos y miembros de la comunidad para conocer su opinión sobre los servicios de Salud Mental en el Condado de Tehama, incluyendo salud mental, uso de sustancias y apoyo para la vivienda. Sus comentarios influirán directamente en cómo se diseñan los servicios de salud conductual para servir mejor a nuestro Condado.

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¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
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Salud Mental (estrés, ansiedad, depresión, etc.)	☒	☐	☐	☐
Uso de Sustancias (alcohol, drogas, etc.)	☒	☐	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	☒	☐	☐	☐

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- ☒ Veteranos
- ☐ Comunidades Nativas/Tribus
- ☒ Personas cuidadoras
- ☒ Personas con trastornos específicos por uso de opioides
- ☐ Personas involucradas en el sistema de justicia penal
- ☐ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
- ☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
- ☐ Otro (por favor, especifique): _____
- ☒ Niños de primaria/intermedia 6–12
- ☒ Jóvenes en edad de transición (18–25)
- ☒ Adultos mayores de 60
- ☒ Personas LGBTQ2S+
- ☒ Comunidades Latinas
- ☒ Personas sin hogar
- ☐ Personas con trastornos por uso de sustancias

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
(Por favor seleccione todos los que apliquen)

- ☒ Terapia ambulatoria de salud mental
- ☐ Tratamiento ambulatorio para trastornos por uso de sustancias
- ☒ Tribunal de Salud Mental
- ☒ Equipo móvil de respuesta a crisis
- ☒ Clases educativas para la prevención del suicidio
- ☒ Línea de Prevención del Suicidio (9-8-8)
- ☒ Apoyo escolar para salud mental estudiantil
- ☒ Talleres y clases para padres sobre temas relacionados con la salud mental
- ☒ Asistencia para vivienda o servicios de apoyo para personas sin hogar
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- ☐ Tratamiento Ambulatorio Asistido (AOT)
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5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☒	☐	☐	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☐	☐	☒	☐	☐	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☐	☒	☐	☐	☐	☐	☐
Institucionalización (hospitalizaciones)	☐	☐	☐	☒	☐	☐	☐
Personas en situación crónica de vivienda inestable	☐	☐	☐	☐	☐	☒	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☐	☒	☐	☐
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☐	☐	☐	☐	☒

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? _____
- ☐ No sé mi código postal
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7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)
- ☐ Proveedor de salud mental
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- ☐ Autoridad policial
- ☐ Personal escolar
- ☐ Servicios tribales
- ☐ Persona con experiencia en el sistema de justicia
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- ☐ Persona con experiencia en desafíos por uso de sustancias
- ☐ Persona con experiencia en violencia doméstica o agresión sexual
- ☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
- ☐ Empleados del Sistema de Justicia (incluida libertad condicional)
- ☐ Proveedor(a) de servicios sociales
- ☐ Persona con experiencia vivida de falta de vivienda
- ☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☒ 16-25 ☐ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

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(p. ej., K'iche', maya, mixteco, purépecha, quechua, triqui, zapoteco, etc.)
☒ **Hatinx, hispano(a) o caribeño(a)**
(p. ej., colombiano, cubano, guatemalteco, mexicano, puertorriqueño, salvadoreño, sudamericano, etc.)
☐ **medioriental o arabe estadounidense**
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(p. ej., chamorro, fiyiano, samoano, tahitiano, tongano, etc.)
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(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)
☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)
☐ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
☐ **Otra raza, etnicidad u origen:** _____
☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

(Nota: Reconocemos que el sexo asignado al nacer se refiere a la clasificación de una persona como masculino, femenino o intersexual basada en la observación física de los genitales, cromosomas y estructuras anatómicas en el momento del nacimiento. Esta clasificación se interpreta dentro de un contexto sociocultural y puede no abarcar completamente la complejidad y riqueza de las identidades individuales.)

☒ Femenino ☐ Masculino ☐ Intersexual ☐ Prefiero no responder

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☐ Explorando mi identidad de género ☐ Género expansivo / No binarie ☐ Dos espíritus ☐ Hombre
☐ Género queer ☐ Transgénero ☒ Mujer
☐ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☒ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☐ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☐ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?

☐ Sí ☒ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

Nos estamos acercando a nuestros vecinos y miembros de la comunidad para conocer su opinión sobre los servicios de Salud Mental en el Condado de Tehama, incluyendo salud mental, uso de sustancias y apoyo para la vivienda. Sus comentarios influirán directamente en cómo se diseñan los servicios de salud conductual para servir mejor a nuestro Condado.

En respuesta a la nueva Ley de Servicios de Salud Mental (BHSA) de California, la Agencia de Servicios de Salud del Condado de Tehama (TCHSA) está transformando la forma en la que ofrecemos estos servicios, priorizando en estos a personas con necesidades y trastornos más severos de salud mental y uso de sustancias, mientras también ampliamos los apoyos para la vivienda.

Esta encuesta tomará aproximadamente 3 a 5 minutos en completarse y sus respuestas serán estrictamente confidenciales y anónimas. Todos los miembros de la comunidad están invitados a participar, independientemente de si han utilizado los servicios de TCHSA o no. Juntos podemos construir un sistema de salud conductual que sirva mejor a nuestra comunidad diversa.

¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	**Grave** (Es un problema importante)	**Moderado** (Es un problema)	**Leve** (Es un problema menor)	**No es un problema**
Salud Mental (estrés, ansiedad, depresión, etc.)	☐	☐	☐	☐
Uso de Sustancias (alcohol, drogas, etc.)	☐	☐	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	☐	☐	☐	☐

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☐	☒	☐	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☒	☐	☐	☐	☐	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☐	☐	☒	☐	☐	☐	☐
Institucionalización (hospitalizaciones)	☐	☐	☐	☐	☐	☒	☐
Personas en situación crónica de vivienda inestable	☐	☐	☐	☐	☒	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☐	☐	☒	☐
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☐	☐	☐	☐	☒

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? _____
- ☒ No sé mi código postal
- ☐ No tengo una dirección permanente
- ☐ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)
- ☐ Proveedor de salud mental
- ☐ Defensor(a) comunitario(a) o voluntario(a)
- ☒ Miembro de la comunidad
- ☐ Proveedor(a) de atención médica
- ☐ Autoridad policial
- ☐ Personal escolar
- ☐ Servicios tribales
- ☐ Persona con experiencia en el sistema de justicia
- ☐ Persona con experiencia en desafíos de salud mental
- ☐ Persona con experiencia en desafíos por uso de sustancias
- ☐ Persona con experiencia en violencia doméstica o agresión sexual
- ☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
- ☐ Empleados del Sistema de Justicia (incluida libertad condicional)
- ☐ Proveedor(a) de servicios sociales
- ☐ Persona con experiencia vivida de falta de vivienda
- ☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☒ 16-25 ☐ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

(Nota: Entendemos que la raza y la etnicidad son temas complejos y que las siguientes categorías pueden no reflejar la identidad única de cada persona. Esta lista no es exhaustiva. Por favor elija todas las opciones que mejor lo/la representen. Si no ve su identidad incluida, puede escribirla en "Otra raza, etnicidad u origen".)

☐ **asiático(a) o asiático(a) estadounidense**
(p. ej., chino, filipino, indio, japonés, coreano, vietnamita, etc.)
☐ **negro(a) o afroestadounidense**
(p. ej., etíope, ghanés, jamaiquino, nigeriano, somalí, etc.)
☐ **indígena de Centroamérica o Sudamérica**
(p. ej., K'iche', maya, mixteco, purépecha, quechua, triqui, zapoteco, etc.)
☒ **latinx, hispano(a) o caribeño(a)**
(p. ej., colombiano, cubano, guatemalteco, mexicano, puertorriqueño, salvadoreño, sudamericano, etc.)
☐ **mediooriental o arabe estadounidense**
(p. ej., argelino, egipcio, iraquí, jordano, libanés, marroquí, etc.)
☐ **nativo(a) de Hawái u otra isla del Pacífico**
(p. ej., chamorro, fiyiano, samoano, tahitiano, tongano, etc.)
☐ **nativo(a) de Norteamérica o nativo(a) de Alaska**
(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)
☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)
☐ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
☐ **Otra raza, etnicidad u origen: _____**
☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

(Nota: Reconocemos que el sexo asignado al nacer se refiere a la clasificación de una persona como masculino, femenino o intersexual basada en la observación física de los genitales, cromosomas y estructuras anatómicas en el momento del nacimiento. Esta clasificación se interpreta dentro de un contexto sociocultural y puede no abarcar completamente la complejidad y riqueza de las identidades individuales.)

☐ Femenino ☒ Masculino ☐ Intersexual ☐ Prefiero no responder

11 ¿Cuál de las siguientes opciones describe mejor su identidad de género? *(Por favor seleccione todas las que correspondan)*
(Nota: Entendemos que la identidad de género es diversa y puede que las siguientes categorías no representen completamente todas las identidades. Por favor elija la(s) opción(es) que mejor describa(n) su identidad de género. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirla por mí mismo/a".)

☐ Explorando mi identidad de género ☐ Género expansivo / No binarie ☐ Dos espíritus ☒ Hombre
☐ Género queer ☐ Transgénero ☐ Mujer
☐ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☒ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☐ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☐ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?
☐ Sí ☒ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

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Esta encuesta tomará aproximadamente 3 a 5 minutos en completarse y sus respuestas serán estrictamente confidenciales y anónimas. Todos los miembros de la comunidad están invitados a participar, independientemente de si han utilizado los servicios de TCHSA o no. Juntos podemos construir un sistema de salud conductual que sirva mejor a nuestra comunidad diversa.

¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	**Grave** (Es un problema importante)	**Moderado** (Es un problema)	**Leve** (Es un problema menor)	**No es un problema**
Salud Mental (estrés, ansiedad, depresión, etc.)	☑	☐	☐	☐
Uso de Sustancias (alcohol, drogas, etc.)	☑	☐	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	☑	☐	☐	☐

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?
☐ Sí ☑ No estoy seguro ☐ Prefiero no responder ☐ No tengo claro quiénes son las poblaciones vulnerables
☐ No. Por favor especifique por qué: _____

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?
(Marque todas las que correspondan)

☑ Niños pequeños 0–5
☐ Adolescentes de preparatoria 13–17
☐ Adultos 26-59
☑ Veteranos
☐ Comunidades Nativas/Tribus
☐ Personas cuidadoras
☐ Personas con trastornos específicos por uso de opioides
☐ Personas involucradas en el sistema de justicia penal
☐ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
☐ Otro (por favor, especifique): _____
☐ Niños de primaria/intermedia 6–12
☐ Jóvenes en edad de transición (18–25)
☐ Adultos mayores de 60
☐ Personas LGBTQ2S+
☑ Comunidades Latinas
☑ Personas sin hogar
☑ Personas con trastornos por uso de sustancias

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
(Por favor seleccione todos los que apliquen)

☑ Terapia ambulatoria de salud mental
☐ Tratamiento ambulatorio para trastornos por uso de sustancias
☐ Tribunal de Salud Mental
☑ Equipo móvil de respuesta a crisis
☐ Clases educativas para la prevención del suicidio
☐ Línea de Prevención del Suicidio (9-8-8)
☐ Apoyo escolar para salud mental estudiantil
☐ Talleres y clases para padres sobre temas relacionados con la salud mental
☐ Asistencia para vivienda o servicios de apoyo para personas sin hogar
☐ Tribunal de CARE para personas con esquizofrenia o psicosis
☐ Tratamiento Ambulatorio Asistido (AOT)
☐ No he escuchado sobre ninguno de estos servicios

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☑	☐	☐	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☐	☐	☐	☐	☑	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☐	☐	☑	☐	☐	☐	☐
Institucionalización (hospitalizaciones)	☐	☐	☐	☑	☐	☐	☐
Personas en situación crónica de vivienda inestable	☐	☑	☐	☐	☐	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☐	☐	☐	☑
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☐	☐	☐	☑	☐

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? 96055

☐ No sé mi código postal
☐ No tengo una dirección permanente
☐ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)

☐ Proveedor de salud mental
☐ Defensor(a) comunitario(a) o voluntario(a)
☑ Miembro de la comunidad
☐ Proveedor(a) de atención médica
☐ Autoridad policial
☐ Personal escolar
☐ Servicios tribales
☐ Persona con experiencia en el sistema de justicia
☐ Persona con experiencia en desafíos de salud mental
☐ Persona con experiencia en desafíos por uso de sustancias
☐ Persona con experiencia en violencia doméstica o agresión sexual
☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
☐ Empleados del Sistema de Justicia (incluida libertad condicional)
☐ Proveedor(a) de servicios sociales
☐ Persona con experiencia vivida de falta de vivienda
☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☐ 16-25 ☑ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

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☐ **indígena de Centroamérica o Sudamérica**
(p. ej., K'iche', maya, mixteco, purépecha, quechua, triqui, zapoteco, etc.)
☑ **latinx, hispano(a) o caribeño(a)**
(p. ej., colombiano, cubano, guatemalteco, mexicano, puertorriqueño, salvadoreño, sudamericano, etc.)
☐ **mediooriental o arabe estadounidense**
(p. ej., argelino, egipcio, iraquí, jordano, libanés, marroquí, etc.)
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(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)
☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)
☐ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
☐ **Otra raza, etnicidad u origen:** _____
☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

(Nota: Reconocemos que el sexo asignado al nacer se refiere a la clasificación de una persona como masculino, femenino o intersexual basada en la observación física de los genitales, cromosomas y estructuras anatómicas en el momento del nacimiento. Esta clasificación se interpreta dentro de un contexto sociocultural y puede no abarcar completamente la complejidad y riqueza de las identidades individuales.)

☑ Femenino ☐ Masculino ☐ Intersexual ☐ Prefiero no responder

11 ¿Cuál de las siguientes opciones describe mejor su identidad de género? *(Por favor seleccione todas las que correspondan)*
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☐ Explorando mi identidad de género ☐ Género expansivo / No binarie ☐ Dos espíritus ☐ Hombre
☐ Género queer ☐ Transgénero ☑ Mujer
☐ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☑ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☐ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☐ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?

☐ Sí ☑ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

Nos estamos acercando a nuestros vecinos y miembros de la comunidad para conocer su opinión sobre los servicios de Salud Mental en el Condado de Tehama, incluyendo salud mental, uso de sustancias y apoyo para la vivienda. Sus comentarios influirán directamente en cómo se diseñan los servicios de salud conductual para servir mejor a nuestro Condado.

En respuesta a la nueva Ley de Servicios de Salud Mental (BHSA) de California, la Agencia de Servicios de Salud del Condado de Tehama (TCHSA) está transformando la forma en la que ofrecemos estos servicios, priorizando en estos a personas con necesidades y trastornos más severos de salud mental y uso de sustancias, mientras también ampliamos los apoyos para la vivienda.

Esta encuesta tomará aproximadamente 3 a 5 minutos en completarse y sus respuestas serán estrictamente confidenciales y anónimas. Todos los miembros de la comunidad están invitados a participar, independientemente de si han utilizado los servicios de TCHSA o no. Juntos podemos construir un sistema de salud conductual que sirva mejor a nuestra comunidad diversa.

¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	**Grave** (Es un problema importante)	**Moderado** (Es un problema)	**Leve** (Es un problema menor)	**No es un problema**
Salud Mental (estrés, ansiedad, depresión, etc.)	☒	☐	☐	☐
Uso de Sustancias (alcohol, drogas, etc.)	☒	☐	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	☒	☐	☐	☐

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?
   ☐ Sí ☒ No estoy seguro ☐ Prefiero no responder ☐ No tengo claro quiénes son las poblaciones vulnerables
   ☐ No. Por favor especifique por qué: _____

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?
   (Marque todas las que correspondan)
   - ☒ Niños pequeños 0–5
   - ☐ Adolescentes de preparatoria 13–17
   - ☐ Adultos 26-59
   - ☒ Veteranos
   - ☐ Comunidades Nativas/Tribus
   - ☐ Personas cuidadoras
   - ☐ Personas con trastornos específicos por uso de opioides
   - ☐ Personas involucradas en el sistema de justicia penal
   - ☐ Niños de primaria/intermedia 6–12
   - ☐ Jóvenes en edad de transición (18–25)
   - ☐ Adultos mayores de 60
   - ☐ Personas LGBTQ2S+
   - ☒ Comunidades Latinas
   - ☒ Personas sin hogar
   - ☒ Personas con trastornos por uso de sustancias
   - ☐ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
   - ☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
   - ☐ Otro (por favor, especifique): _____

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
   (Por favor seleccione todos los que apliquen)
   - ☒ Terapia ambulatoria de salud mental
   - ☐ Tratamiento ambulatorio para trastornos por uso de sustancias
   - ☐ Tribunal de Salud Mental
   - ☒ Equipo móvil de respuesta a crisis
   - ☐ Clases educativas para la prevención del suicidio
   - ☐ Línea de Prevención del Suicidio (9-8-8)
   - ☐ Apoyo escolar para salud mental estudiantil
   - ☐ Talleres y clases para padres sobre temas relacionados con la salud mental
   - ☐ Asistencia para vivienda o servicios de apoyo para personas sin hogar
   - ☐ Tribunal de CARE para personas con esquizofrenia o psicosis
   - ☐ Tratamiento Ambulatorio Asistido (AOT)
   - ☐ No he escuchado sobre ninguno de estos servicios

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	■	☐	☐	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☐	☐	☐	☐	■	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☐	☐	■	☐	☐	☐	☐
Institucionalización (hospitalizaciones)	☐	☐	☐	■	☐	☐	☐
Personas en situación crónica de vivienda inestable	☐	■	☐	☐	☐	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☐	☐	☐	■
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☐	☐	☐	■	☐

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? 96055

☐ No sé mi código postal
☐ No tengo una dirección permanente
☐ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)

☐ Proveedor de salud mental
☐ Defensor(a) comunitario(a) o voluntario(a)
■ Miembro de la comunidad
☐ Proveedor(a) de atención médica
☐ Autoridad policial
☐ Personal escolar
☐ Servicios tribales
☐ Persona con experiencia en el sistema de justicia
☐ Persona con experiencia en desafíos de salud mental
☐ Persona con experiencia en desafíos por uso de sustancias
☐ Persona con experiencia en violencia doméstica o agresión sexual
☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
☐ Empleados del Sistema de Justicia (incluida libertad condicional)
☐ Proveedor(a) de servicios sociales
☐ Persona con experiencia vivida de falta de vivienda
☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☐ 16-25 ■ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

(Nota: Entendemos que la raza y la etnicidad son temas complejos y que las siguientes categorías pueden no reflejar la identidad única de cada persona. Esta lista no es exhaustiva. Por favor elija todas las opciones que mejor lo/la representen. Si no ve su identidad incluida, puede escribirla en "Otra raza, etnicidad u origen".)

☐ **asiático(a) o asiático(a) estadounidense**
(p. ej., chino, filipino, indio, japonés, coreano, vietnamita, etc.)
☐ **negro(a) o afroestadounidense**
(p. ej., etíope, ghanés, jamaiquino, nigeriano, somalí, etc.)
☐ **indígena de Centroamérica o Sudamérica**
(p. ej., K'iche', maya, mixteco, purépecha, quechua, triqui, zapoteco, etc.)
■ **latinx, hispano(a) o caribeño(a)**
(p. ej., colombiano, cubano, guatemalteco, mexicano, puertorriqueño, salvadoreño, sudamericano, etc.)
☐ **mediooriental o arabe estadounidense**
(p. ej., argelino, egipcio, iraquí, jordano, libanés, marroquí, etc.)
☐ **nativo(a) de Hawái u otra isla del Pacífico**
(p. ej., chamorro, fiyiano, samoano, tahitiano, tongano, etc.)
☐ **nativo(a) de Norteamérica o nativo(a) de Alaska**
(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)
☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)
☐ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
☐ **Otra raza, etnicidad u origen: _____**
☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

(Nota: Reconocemos que el sexo asignado al nacer se refiere a la clasificación de una persona como masculino, femenino o intersexual basada en la observación física de los genitales, cromosomas y estructuras anatómicas en el momento del nacimiento. Esta clasificación se interpreta dentro de un contexto sociocultural y puede no abarcar completamente la complejidad y riqueza de las identidades individuales.)

☐ Femenino ■ Masculino ☐ Intersexual ☐ Prefiero no responder

11 ¿Cuál de las siguientes opciones describe mejor su identidad de género? *(Por favor seleccione todas las que correspondan)*
(Nota: Entendemos que la identidad de género es diversa y puede que las siguientes categorías no representen completamente todas las identidades. Por favor elija la(s) opción(es) que mejor describa(n) su identidad de género. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirla por mí mismo/a".)

☐ Explorando mi identidad de género ☐ Género expansivo / No binarie ☐ Dos espíritus ■ Hombre
☐ Género queer ☐ Transgénero ☐ Mujer
☐ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

■ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☐ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☐ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?

☐ Sí ■ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

Nos estamos acercando a nuestros vecinos y miembros de la comunidad para conocer su opinión sobre los servicios de Salud Mental en el Condado de Tehama, incluyendo salud mental, uso de sustancias y apoyo para la vivienda. Sus comentarios influirán directamente en cómo se diseñan los servicios de salud conductual para servir mejor a nuestro Condado.

En respuesta a la nueva Ley de Servicios de Salud Mental (BHSA) de California, la Agencia de Servicios de Salud del Condado de Tehama (TCHSA) está transformando la forma en la que ofrecemos estos servicios, priorizando en estos a personas con necesidades y trastornos más severos de salud mental y uso de sustancias, mientras también ampliamos los apoyos para la vivienda.

Esta encuesta tomará aproximadamente 3 a 5 minutos en completarse y sus respuestas serán estrictamente confidenciales y anónimas. Todos los miembros de la comunidad están invitados a participar, independientemente de si han utilizado los servicios de TCHSA o no. Juntos podemos construir un sistema de salud conductual que sirva mejor a nuestra comunidad diversa.

¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	**Grave** (Es un problema importante)	**Moderado** (Es un problema)	**Leve** (Es un problema menor)	**No es un problema**
Salud Mental (estrés, ansiedad, depresión, etc.)	☐	☐	☑	☐
Uso de Sustancias (alcohol, drogas, etc.)	☐	☐	☐	☑
Vivienda (tener un lugar seguro y estable para vivir)	☐	☐	☐	☑

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?
☐ Sí ☑ No estoy seguro ☐ Prefiero no responder ☐ No tengo claro quiénes son las poblaciones vulnerables
☐ No. Por favor especifique por qué: _____

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?
(Marque todas las que correspondan)

☐ Niños pequeños 0–5
☑ Niños de primaria/intermedia 6–12
☑ Adolescentes de preparatoria 13–17
☑ Jóvenes en edad de transición (18–25)
☑ Adultos 26-59
☐ Adultos mayores de 60
☑ Veteranos
☐ Personas LGBTQ2S+
☐ Comunidades Nativas/Tribus
☐ Comunidades Latinas
☑ Personas cuidadoras
☒ Personas sin hogar
☐ Personas con trastornos específicos por uso de opioides
☐ Personas con trastornos por uso de sustancias
☐ Personas involucradas en el sistema de justicia penal
☐ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
☐ Otro (por favor, especifique): _____

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
(Por favor seleccione todos los que apliquen)

☑ Terapia ambulatoria de salud mental
☐ Tratamiento ambulatorio para trastornos por uso de sustancias
☐ Tribunal de Salud Mental
☑ Equipo móvil de respuesta a crisis
☑ Clases educativas para la prevención del suicidio
☑ Línea de Prevención del Suicidio (9-8-8)
☐ Apoyo escolar para salud mental estudiantil
☐ Talleres y clases para padres sobre temas relacionados con la salud mental
☐ Asistencia para vivienda o servicios de apoyo para personas sin hogar
☐ Tribunal de CARE para personas con esquizofrenia o psicosis
☐ Tratamiento Ambulatorio Asistido (AOT)
☐ No he escuchado sobre ninguno de estos servicios

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☐	☒	☐	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☐	☐	☒	☐	☐	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☐	☐	☐	☐	☐	☒	☐
Institucionalización (hospitalizaciones)	☐	☐	☐	☐	☐	☐	☒
Personas en situación crónica de vivienda inestable	☐	☐	☐	☐	☒	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☒	☐	☐	☐
Servicios de prevención dentro del Sistema de Bienestar Infantil	☒	☐	☐	☐	☐	☐	☐

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? _____
- ☐ No sé mi código postal
- ☐ No tengo una dirección permanente
- ☑ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)
- ☐ Proveedor de salud mental
- ☐ Defensor(a) comunitario(a) o voluntario(a)
- ☐ Miembro de la comunidad
- ☐ Proveedor(a) de atención médica
- ☐ Autoridad policial
- ☐ Personal escolar
- ☐ Servicios tribales
- ☐ Persona con experiencia en el sistema de justicia
- ☐ Persona con experiencia en desafíos de salud mental
- ☐ Persona con experiencia en desafíos por uso de sustancias
- ☐ Persona con experiencia en violencia doméstica o agresión sexual
- ☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
- ☐ Empleados del Sistema de Justicia (incluida libertad condicional)
- ☐ Proveedor(a) de servicios sociales
- ☐ Persona con experiencia vivida de falta de vivienda
- ☑ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☑ 16-25 ☐ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

(Nota: Entendemos que la raza y la etnicidad son temas complejos y que las siguientes categorías pueden no reflejar la identidad única de cada persona. Esta lista no es exhaustiva. Por favor elija todas las opciones que mejor lo/la representen. Si no ve su identidad incluida, puede escribirla en "Otra raza, etnicidad u origen".)

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☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

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☐ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☐ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☑ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?
☐ Sí ☑ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

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¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
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Uso de Sustancias (alcohol, drogas, etc.)	☐	☐	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	☐	☐	☐	☐

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?
☐ Sí ☐ No estoy seguro ☑ Prefiero no responder ☐ No tengo claro quiénes son las poblaciones vulnerables
☐ No. Por favor especifique por qué: _____

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?
(Marque todas las que correspondan)

☐ Niños pequeños 0–5
☑ Adolescentes de preparatoria 13–17
☐ Adultos 26-59
☑ Veteranos
☐ Comunidades Nativas/Tribus
☐ Personas cuidadoras
☐ Personas con trastornos específicos por uso de opioides
☐ Niños de primaria/intermedia 6–12
☑ Jóvenes en edad de transición (18–25)
☐ Adultos mayores de 60
☐ Personas LGBTQ2S+
☐ Comunidades Latinas
☒ Personas sin hogar
☐ Personas con trastornos por uso de sustancias
☐ Personas involucradas en el sistema de justicia penal
☐ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
☐ Otro (por favor, especifique): _____

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
(Por favor seleccione todos los que apliquen)

☐ Terapia ambulatoria de salud mental
☐ Tratamiento ambulatorio para trastornos por uso de sustancias
☐ Tribunal de Salud Mental
☑ Equipo móvil de respuesta a crisis
☐ Clases educativas para la prevención del suicidio
☐ Línea de Prevención del Suicidio (9-8-8)
☑ Apoyo escolar para salud mental estudiantil
☐ Talleres y clases para padres sobre temas relacionados con la salud mental
☐ Asistencia para vivienda o servicios de apoyo para personas sin hogar
☐ Tribunal de CARE para personas con esquizofrenia o psicosis
☐ Tratamiento Ambulatorio Asistido (AOT)
☐ No he escuchado sobre ninguno de estos servicios

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☐	☐	☐	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☐	☐	☐	☐	☐	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☐	☐	☐	☐	☐	☐	☐
Institucionalización (hospitalizaciones)	☐	☐	☐	☐	☐	☐	☐
Personas en situación crónica de vivienda inestable	☐	☐	☐	☐	☐	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☐	☑	☐	☐
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☐	☐	☐	☐	☐

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? _____

☐ No sé mi código postal

☐ No tengo una dirección permanente

☐ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)

☐ Proveedor de salud mental

☐ Defensor(a) comunitario(a) o voluntario(a)

☐ Miembro de la comunidad

☐ Proveedor(a) de atención médica

☐ Autoridad policial

☐ Personal escolar

☐ Servicios tribales

☐ Persona con experiencia en el sistema de justicia

☐ Persona con experiencia en desafíos de salud mental

☐ Persona con experiencia en desafíos por uso de sustancias

☐ Persona con experiencia en violencia doméstica o agresión sexual

☐ Familiar o persona cuidadora de alguien con desafíos de salud mental

☐ Empleados del Sistema de Justicia (incluida libertad condicional)

☐ Proveedor(a) de servicios sociales

☐ Persona con experiencia vivida de falta de vivienda

☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☐ 16-25 ☐ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

(Nota: Entendemos que la raza y la etnicidad son temas complejos y que las siguientes categorías pueden no reflejar la identidad única de cada persona. Esta lista no es exhaustiva. Por favor elija todas las opciones que mejor lo/la representen. Si no ve su identidad incluida, puede escribirla en "Otra raza, etnicidad u origen".)

☐ **asiático(a) o asiático(a) estadounidense**
(p. ej., chino, filipino, indio, japonés, coreano, vietnamita, etc.)
☐ **negro(a) o afroestadounidense**
(p. ej., etíope, ghanés, jamaiquino, nigeriano, somalí, etc.)
☐ **indígena de Centroamérica o Sudamérica**
(p. ej., K'iche', maya, mixteco, purépecha, quechua, triqui, zapoteco, etc.)
☐ **latinx, hispano(a) o caribeño(a)**
(p. ej., colombiano, cubano, guatemalteco, mexicano, puertorriqueño, salvadoreño, sudamericano, etc.)
☐ **mediooriental o arabe estadounidense**
(p. ej., argelino, egipcio, iraquí, jordano, libanés, marroquí, etc.)
☐ **nativo(a) de Hawái u otra isla del Pacífico**
(p. ej., chamorro, fiyiano, samoano, tahitiano, tongano, etc.)
☐ **nativo(a) de Norteamérica o nativo(a) de Alaska**
(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)
☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)
☐ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
☐ **Otra raza, etnicidad u origen:** _____
☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

(Nota: Reconocemos que el sexo asignado al nacer se refiere a la clasificación de una persona como masculino, femenino o intersexual basada en la observación física de los genitales, cromosomas y estructuras anatómicas en el momento del nacimiento. Esta clasificación se interpreta dentro de un contexto sociocultural y puede no abarcar completamente la complejidad y riqueza de las identidades individuales.)

☐ Femenino ☐ Masculino ☐ Intersexual ☐ Prefiero no responder

11 ¿Cuál de las siguientes opciones describe mejor su identidad de género? *(Por favor seleccione todas las que correspondan)*
(Nota: Entendemos que la identidad de género es diversa y puede que las siguientes categorías no representen completamente todas las identidades. Por favor elija la(s) opción(es) que mejor describa(n) su identidad de género. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirla por mí mismo/a".)

☐ Explorando mi identidad de género ☐ Género expansivo / No binarie ☐ Dos espíritus ☐ Hombre
☐ Género queer ☐ Transgénero ☑ Mujer
☐ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☐ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☐ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☐ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?

☐ Sí ☐ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

Nos estamos acercando a nuestros vecinos y miembros de la comunidad para conocer su opinión sobre los servicios de Salud Mental en el Condado de Tehama, incluyendo salud mental, uso de sustancias y apoyo para la vivienda. Sus comentarios influirán directamente en cómo se diseñan los servicios de salud conductual para servir mejor a nuestro Condado.

En respuesta a la nueva Ley de Servicios de Salud Mental (BHSA) de California, la Agencia de Servicios de Salud del Condado de Tehama (TCHSA) está transformando la forma en la que ofrecemos estos servicios, priorizando en estos a personas con necesidades y trastornos más severos de salud mental y uso de sustancias, mientras también ampliamos los apoyos para la vivienda.

Esta encuesta tomará aproximadamente 3 a 5 minutos en completarse y sus respuestas serán estrictamente confidenciales y anónimas. Todos los miembros de la comunidad están invitados a participar, independientemente de si han utilizado los servicios de TCHSA o no. Juntos podemos construir un sistema de salud conductual que sirva mejor a nuestra comunidad diversa.

¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	**Grave** (Es un problema importante)	**Moderado** (Es un problema)	**Leve** (Es un problema menor)	**No es un problema**
Salud Mental (estrés, ansiedad, depresión, etc.)	☐	☐	☐	☐
Uso de Sustancias (alcohol, drogas, etc.)	☐	☐	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	☐	☐	☐	☐

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?
☐ Sí ☐ No estoy seguro ☐ Prefiero no responder ☐ No tengo claro quiénes son las poblaciones vulnerables
☐ No. Por favor especifique por qué: _____

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?
(Marque todas las que correspondan)

☐ Niños pequeños 0–5
☐ Niños de primaria/intermedia 6–12
☐ Adolescentes de preparatoria 13–17
☐ Jóvenes en edad de transición (18–25)
☐ Adultos 26-59
☐ Adultos mayores de 60
☐ Veteranos
☐ Personas LGBTQ2S+
☐ Comunidades Nativas/Tribus
☐ Comunidades Latinas
☐ Personas cuidadoras
☒ Personas sin hogar
☐ Personas con trastornos específicos por uso de opioides
☐ Personas con trastornos por uso de sustancias
☐ Personas involucradas en el sistema de justicia penal
☐ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
☐ Otro (por favor, especifique): _____

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
(Por favor seleccione todos los que apliquen)

☐ Terapia ambulatoria de salud mental
☐ Tratamiento ambulatorio para trastornos por uso de sustancias
☐ Tribunal de Salud Mental
☐ Equipo móvil de respuesta a crisis
☐ Clases educativas para la prevención del suicidio
☐ Línea de Prevención del Suicidio (9-8-8)
☐ Apoyo escolar para salud mental estudiantil
☐ Talleres y clases para padres sobre temas relacionados con la salud mental
☐ Asistencia para vivienda o servicios de apoyo para personas sin hogar
☐ Tribunal de CARE para personas con esquizofrenia o psicosis
☐ Tratamiento Ambulatorio Asistido (AOT)
☐ No he escuchado sobre ninguno de estos servicios

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☐	☐	☐	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☐	☐	☐	☐	☐	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☐	☐	☐	☐	☐	☐	☐
Institucionalización (hospitalizaciones)	☐	☐	☐	☐	☐	☐	☐
Personas en situación crónica de vivienda inestable	☐	☐	☐	☐	☐	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☐	☐	☐	☐
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☐	☐	☐	☐	☐

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? _____
- ☐ No sé mi código postal
- ☐ No tengo una dirección permanente
- ☐ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)
- ☐ Proveedor de salud mental
- ☐ Defensor(a) comunitario(a) o voluntario(a)
- ☐ Miembro de la comunidad
- ☐ Proveedor(a) de atención médica
- ☐ Autoridad policial
- ☐ Personal escolar
- ☐ Servicios tribales
- ☐ Persona con experiencia en el sistema de justicia
- ☐ Persona con experiencia en desafíos de salud mental
- ☐ Persona con experiencia en desafíos por uso de sustancias
- ☐ Persona con experiencia en violencia doméstica o agresión sexual
- ☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
- ☐ Empleados del Sistema de Justicia (incluida libertad condicional)
- ☐ Proveedor(a) de servicios sociales
- ☐ Persona con experiencia vivida de falta de vivienda
- ☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☐ 16-25 ☐ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

(Nota: Entendemos que la raza y la etnicidad son temas complejos y que las siguientes categorías pueden no reflejar la identidad única de cada persona. Esta lista no es exhaustiva. Por favor elija todas las opciones que mejor lo/la representen. Si no ve su identidad incluida, puede escribirla en "Otra raza, etnicidad u origen".)

☐ **asiático(a) o asiático(a) estadounidense**
(p. ej., chino, filipino, indio, japonés, coreano, vietnamita, etc.)
☐ **negro(a) o afroestadounidense**
(p. ej., etíope, ghanés, jamaiquino, nigeriano, somalí, etc.)
☐ **indígena de Centroamérica o Sudamérica**
(p. ej., K'iche', maya, mixteco, purépecha, quechua, triqui, zapoteco, etc.)
☑ **latinx, hispano(a) o caribeño(a)**
(p. ej., colombiano, cubano, guatemalteco, mexicano, puertorriqueño, salvadoreño, sudamericano, etc.)
☐ **mediooriental o arabe estadounidense**
(p. ej., argelino, egipcio, iraquí, jordano, libanés, marroquí, etc.)
☐ **nativo(a) de Hawái u otra isla del Pacífico**
(p. ej., chamorro, fiyiano, samoano, tahitiano, tongano, etc.)
☐ **nativo(a) de Norteamérica o nativo(a) de Alaska**
(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)
☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)
☐ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
☐ **Otra raza, etnicidad u origen:** _____
☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

(Nota: Reconocemos que el sexo asignado al nacer se refiere a la clasificación de una persona como masculino, femenino o intersexual basada en la observación física de los genitales, cromosomas y estructuras anatómicas en el momento del nacimiento. Esta clasificación se interpreta dentro de un contexto sociocultural y puede no abarcar completamente la complejidad y riqueza de las identidades individuales.)

☐ Femenino ☑ Masculino ☐ Intersexual ☐ Prefiero no responder

11 ¿Cuál de las siguientes opciones describe mejor su identidad de género? *(Por favor seleccione todas las que correspondan)*
(Nota: Entendemos que la identidad de género es diversa y puede que las siguientes categorías no representen completamente todas las identidades. Por favor elija la(s) opción(es) que mejor describa(n) su identidad de género. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirla por mí mismo/a".)

☐ Explorando mi identidad de género ☐ Género expansivo / No binarie ☐ Dos espíritus ☑ Hombre
☐ Género queer ☐ Transgénero ☐ Mujer
☐ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☐ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☐ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☑ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?
☐ Sí ☑ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

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¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	**Grave** (Es un problema importante)	**Moderado** (Es un problema)	**Leve** (Es un problema menor)	**No es un problema**
Salud Mental (estrés, ansiedad, depresión, etc.)	☐	☐	☐	☑
Uso de Sustancias (alcohol, drogas, etc.)	☐	☐	☐	☑
Vivienda (tener un lugar seguro y estable para vivir)	☐	☐	☐	☑

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?
☐ Sí ☑ No estoy seguro ☐ Prefiero no responder ☐ No tengo claro quiénes son las poblaciones vulnerables
☐ No. Por favor especifique por qué: _____

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?
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☐ Niños pequeños 0–5
☑ Adolescentes de preparatoria 13–17
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☐ Personas involucradas en el sistema de justicia penal
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☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
☐ Otro (por favor, especifique): _____

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
(Por favor seleccione todos los que apliquen)

☐ Terapia ambulatoria de salud mental
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☐ Apoyo escolar para salud mental estudiantil
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Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
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Sobredosis (hasta e incluyendo la muerte)	☐	☐	☐	☒	☐	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☐	☐	☐	☐	☐	☒	☐
Institucionalización (hospitalizaciones)	☐	☐	☒	☐	☒	☒	☐
Personas en situación crónica de vivienda inestable	☐	☐	☐	☐	☒	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☐	☐	☐	☒
Servicios de prevención dentro del Sistema de Bienestar Infantil	☒	☐	☐	☐	☐	☐	☐

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? _____
- ☐ No sé mi código postal
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- ☐ Autoridad policial
- ☐ Personal escolar
- ☐ Servicios tribales
- ☐ Persona con experiencia en el sistema de justicia
- ☑ Persona con experiencia en desafíos de salud mental
- ☑ Persona con experiencia en desafíos por uso de sustancias
- ☐ Persona con experiencia en violencia doméstica o agresión sexual
- ☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
- ☐ Empleados del Sistema de Justicia (incluida libertad condicional)
- ☐ Proveedor(a) de servicios sociales
- ☐ Persona con experiencia vivida de falta de vivienda
- ☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☐ 16-25 ☑ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

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☐ **indígena de Centroamérica o Sudamérica**
(p. ej., K'iche', maya, mixteco, purépecha, quechua, triqui, zapoteco, etc.)
☑ **latinx, hispano(a) o caribeño(a)**
(p. ej., colombiano, cubano, guatemalteco, mexicano, puertorriqueño, salvadoreño, sudamericano, etc.)
☐ **mediooriental o arabe estadounidense**
(p. ej., argelino, egipcio, iraquí, jordano, libanés, marroquí, etc.)
☐ **nativo(a) de Hawái u otra isla del Pacífico**
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☐ **nativo(a) de Norteamérica o nativo(a) de Alaska**
(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)
☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)
☐ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
☐ **Otra raza, etnicidad u origen: _____**
☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

(Nota: Reconocemos que el sexo asignado al nacer se refiere a la clasificación de una persona como masculino, femenino o intersexual basada en la observación física de los genitales, cromosomas y estructuras anatómicas en el momento del nacimiento. Esta clasificación se interpreta dentro de un contexto sociocultural y puede no abarcar completamente la complejidad y riqueza de las identidades individuales.)

☐ Femenino ☑ Masculino ☐ Intersexual ☐ Prefiero no responder

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☐ Explorando mi identidad de género ☐ Género expansivo / No binarie ☐ Dos espíritus ☐ Hombre
☐ Género queer ☐ Transgénero ☐ Mujer
☑ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☐ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☐ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☑ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?
☐ Sí ☑ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

Nos estamos acercando a nuestros vecinos y miembros de la comunidad para conocer su opinión sobre los servicios de Salud Mental en el Condado de Tehama, incluyendo salud mental, uso de sustancias y apoyo para la vivienda. Sus comentarios influirán directamente en cómo se diseñan los servicios de salud conductual para servir mejor a nuestro Condado.

En respuesta a la nueva Ley de Servicios de Salud Mental (BHSA) de California, la Agencia de Servicios de Salud del Condado de Tehama (TCHSA) está transformando la forma en la que ofrecemos estos servicios, priorizando en estos a personas con necesidades y trastornos más severos de salud mental y uso de sustancias, mientras también ampliamos los apoyos para la vivienda.

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¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	Grave (Es un problema importante)	Moderado (Es un problema)	Leve (Es un problema menor)	No es un problema
Salud Mental (estrés, ansiedad, depresión, etc.)	☐	☐	☐	☐
Uso de Sustancias (alcohol, drogas, etc.)	☐	☐	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	☐	☐	☐	☐

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?
☐ Sí ☐ No estoy seguro ☐ Prefiero no responder ☑ No tengo claro quiénes son las poblaciones vulnerables
☐ No. Por favor especifique por qué: _____

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?
(Marque todas las que correspondan)

☐ Niños pequeños 0–5
☐ Adolescentes de preparatoria 13–17
☑ Adultos 26-59
☐ Veteranos
☐ Comunidades Nativas/Tribus
☐ Personas cuidadoras
☐ Personas con trastornos específicos por uso de opioides
☐ Personas involucradas en el sistema de justicia penal
☐ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
☐ Otro (por favor, especifique): _____
☐ Niños de primaria/intermedia 6–12
☑ Jóvenes en edad de transición (18–25)
☐ Adultos mayores de 60
☐ Personas LGBTQ2S+
☐ Comunidades Latinas
☒ Personas sin hogar
☐ Personas con trastornos por uso de sustancias

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
(Por favor seleccione todos los que apliquen)

☐ Terapia ambulatoria de salud mental
☐ Tratamiento ambulatorio para trastornos por uso de sustancias
☐ Tribunal de Salud Mental
☐ Equipo móvil de respuesta a crisis
☐ Clases educativas para la prevención del suicidio
☐ Línea de Prevención del Suicidio (9-8-8)
☐ Apoyo escolar para salud mental estudiantil
☐ Talleres y clases para padres sobre temas relacionados con la salud mental
☐ Asistencia para vivienda o servicios de apoyo para personas sin hogar
☐ Tribunal de CARE para personas con esquizofrenia o psicosis
☐ Tratamiento Ambulatorio Asistido (AOT)
☐ No he escuchado sobre ninguno de estos servicios

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☐	☐	☑	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☐	☐	☐	☐	☐	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☐	☐	☐	☐	☒	☐	☐
Institucionalización (hospitalizaciones)	☐	☐	☐	☐	☐	☐	☐
Personas en situación crónica de vivienda inestable	☑	☐	☐	☐	☐	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☐	☐	☐	☐
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☐	☐	☐	☐	☐

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? _____
- ☐ No sé mi código postal
- ☐ No tengo una dirección permanente
- ☐ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)
- ☐ Proveedor de salud mental
- ☐ Defensor(a) comunitario(a) o voluntario(a)
- ☒ Miembro de la comunidad
- ☐ Proveedor(a) de atención médica
- ☐ Autoridad policial
- ☐ Personal escolar
- ☐ Servicios tribales
- ☐ Persona con experiencia en el sistema de justicia
- ☐ Persona con experiencia en desafíos de salud mental
- ☐ Persona con experiencia en desafíos por uso de sustancias
- ☐ Persona con experiencia en violencia doméstica o agresión sexual
- ☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
- ☐ Empleados del Sistema de Justicia (incluida libertad condicional)
- ☐ Proveedor(a) de servicios sociales
- ☐ Persona con experiencia vivida de falta de vivienda
- ☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☐ 16-25 ☐ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

(Nota: Entendemos que la raza y la etnicidad son temas complejos y que las siguientes categorías pueden no reflejar la identidad única de cada persona. Esta lista no es exhaustiva. Por favor elija todas las opciones que mejor lo/la representen. Si no ve su identidad incluida, puede escribirla en "Otra raza, etnicidad u origen".)

☐ **asiático(a) o asiático(a) estadounidense**
(p. ej., chino, filipino, indio, japonés, coreano, vietnamita, etc.)
☐ **negro(a) o afroestadounidense**
(p. ej., etíope, ghanés, jamaiquino, nigeriano, somalí, etc.)
☐ **indígena de Centroamérica o Sudamérica**
(p. ej., K'iche', maya, mixteco, purépecha, quechua, triqui, zapoteco, etc.)
☐ **latinx, hispano(a) o caribeño(a)**
(p. ej., colombiano, cubano, guatemalteco, mexicano, puertorriqueño, salvadoreño, sudamericano, etc.)
☐ **medioriental o arabe estadounidense**
(p. ej., argelino, egipcio, iraquí, jordano, libanés, marroquí, etc.)
☐ **nativo(a) de Hawái u otra isla del Pacífico**
(p. ej., chamorro, fiyiano, samoano, tahitiano, tongano, etc.)
☐ **nativo(a) de Norteamérica o nativo(a) de Alaska**
(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)
☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)
☐ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
☐ **Otra raza, etnicidad u origen:** _____
☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

(Nota: Reconocemos que el sexo asignado al nacer se refiere a la clasificación de una persona como masculino, femenino o intersexual basada en la observación física de los genitales, cromosomas y estructuras anatómicas en el momento del nacimiento. Esta clasificación se interpreta dentro de un contexto sociocultural y puede no abarcar completamente la complejidad y riqueza de las identidades individuales.)

☐ Femenino ☐ Masculino ☐ Intersexual ☐ Prefiero no responder

11 ¿Cuál de las siguientes opciones describe mejor su identidad de género? *(Por favor seleccione todas las que correspondan)*
(Nota: Entendemos que la identidad de género es diversa y puede que las siguientes categorías no representen completamente todas las identidades. Por favor elija la(s) opción(es) que mejor describa(n) su identidad de género. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirla por mí mismo/a".)

☐ Explorando mi identidad de género ☐ Género expansivo / No binarie ☐ Dos espíritus ☐ Hombre
☐ Género queer ☐ Transgénero ☐ Mujer
☒ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☐ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☐ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☒ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?

☐ Sí ☒ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

Nos estamos acercando a nuestros vecinos y miembros de la comunidad para conocer su opinión sobre los servicios de Salud Mental en el Condado de Tehama, incluyendo salud mental, uso de sustancias y apoyo para la vivienda. Sus comentarios influirán directamente en cómo se diseñan los servicios de salud conductual para servir mejor a nuestro Condado.

En respuesta a la nueva Ley de Servicios de Salud Mental (BHSA) de California, la Agencia de Servicios de Salud del Condado de Tehama (TCHSA) está transformando la forma en la que ofrecemos estos servicios, priorizando en estos a personas con necesidades y trastornos más severos de salud mental y uso de sustancias, mientras también ampliamos los apoyos para la vivienda.

Esta encuesta tomará aproximadamente 3 a 5 minutos en completarse y sus respuestas serán estrictamente confidenciales y anónimas. Todos los miembros de la comunidad están invitados a participar, independientemente de si han utilizado los servicios de TCHSA o no. Juntos podemos construir un sistema de salud conductual que sirva mejor a nuestra comunidad diversa.

¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	Grave (Es un problema importante)	Moderado (Es un problema)	Leve (Es un problema menor)	No es un problema
Salud Mental (estrés, ansiedad, depresión, etc.)	☒	☐	☐	☐
Uso de Sustancias (alcohol, drogas, etc.)	☒	☐	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	☒	☐	☐	☐

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?
☐ Sí ☒ No estoy seguro ☐ Prefiero no responder ☐ No tengo claro quiénes son las poblaciones vulnerables
☐ No. Por favor especifique por qué: _____

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?
(Marque todas las que correspondan)

☐ Niños pequeños 0–5
☐ Niños de primaria/intermedia 6–12
☐ Adolescentes de preparatoria 13–17
☐ Jóvenes en edad de transición (18–25)
☐ Adultos 26-59
☐ Adultos mayores de 60
☐ Veteranos
☐ Personas LGBTQ2S+
☐ Comunidades Nativas/Tribus
☐ Comunidades Latinas
☐ Personas cuidadoras
☒ Personas sin hogar
☐ Personas con trastornos específicos por uso de opioides
☐ Personas con trastornos por uso de sustancias
☐ Personas involucradas en el sistema de justicia penal
☐ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
☐ Otro (por favor, especifique): _____

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
(Por favor seleccione todos los que apliquen)

☒ Terapia ambulatoria de salud mental
☐ Tratamiento ambulatorio para trastornos por uso de sustancias
☐ Tribunal de Salud Mental
☐ Equipo móvil de respuesta a crisis
☐ Clases educativas para la prevención del suicidio
☐ Línea de Prevención del Suicidio (9-8-8)
☐ Apoyo escolar para salud mental estudiantil
☐ Talleres y clases para padres sobre temas relacionados con la salud mental
☐ Asistencia para vivienda o servicios de apoyo para personas sin hogar
☐ Tribunal de CARE para personas con esquizofrenia o psicosis
☐ Tratamiento Ambulatorio Asistido (AOT)
☐ No he escuchado sobre ninguno de estos servicios

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☐	☒	☐	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☐	☐	☒	☐	☐	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☐	☐	☐	☐	☒	☐	☐
Institucionalización (hospitalizaciones)	☒	☐	☐	☐	☐	☐	☐
Personas en situación crónica de vivienda inestable	☐	☐	☐	☒	☐	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☐	☐	☒	☐
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☐	☐	☐	☐	☒

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? 96090

☐ No sé mi código postal
☐ No tengo una dirección permanente
☐ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)

☐ Proveedor de salud mental
☐ Defensor(a) comunitario(a) o voluntario(a)
☐ Miembro de la comunidad
☐ Proveedor(a) de atención médica
☐ Autoridad policial
☐ Personal escolar
☐ Servicios tribales
☐ Persona con experiencia en el sistema de justicia
☐ Persona con experiencia en desafíos de salud mental
☐ Persona con experiencia en desafíos por uso de sustancias
☐ Persona con experiencia en violencia doméstica o agresión sexual
☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
☐ Empleados del Sistema de Justicia (incluida libertad condicional)
☐ Proveedor(a) de servicios sociales
☐ Persona con experiencia vivida de falta de vivienda
☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☐ 16-25 ☒ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

(Nota: Entendemos que la raza y la etnicidad son temas complejos y que las siguientes categorías pueden no reflejar la identidad única de cada persona. Esta lista no es exhaustiva. Por favor elija todas las opciones que mejor lo/la representen. Si no ve su identidad incluida, puede escribirla en "Otra raza, etnicidad u origen".)

☐ **asiático(a) o asiático(a) estadounidense**
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(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
☐ **Otra raza, etnicidad u origen: _____**
☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

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☐ Género queer ☐ Transgénero ☒ Mujer
☐ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☐ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☒ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☐ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?

☐ Sí ☒ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

Nos estamos acercando a nuestros vecinos y miembros de la comunidad para conocer su opinión sobre los servicios de Salud Mental en el Condado de Tehama, incluyendo salud mental, uso de sustancias y apoyo para la vivienda. Sus comentarios influirán directamente en cómo se diseñan los servicios de salud conductual para servir mejor a nuestro Condado.

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Esta encuesta tomará aproximadamente 3 a 5 minutos en completarse y sus respuestas serán estrictamente confidenciales y anónimas. Todos los miembros de la comunidad están invitados a participar, independientemente de si han utilizado los servicios de TCHSA o no. Juntos podemos construir un sistema de salud conductual que sirva mejor a nuestra comunidad diversa.

¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	**Grave** (Es un problema importante)	**Moderado** (Es un problema)	**Leve** (Es un problema menor)	**No es un problema**
Salud Mental (estrés, ansiedad, depresión, etc.)	☑	☐	☐	☐
Uso de Sustancias (alcohol, drogas, etc.)	☑	☐	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	☑	☐	☐	☐

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?
☐ Sí ☐ No estoy seguro ☑ Prefiero no responder ☐ No tengo claro quiénes son las poblaciones vulnerables
☐ No. Por favor especifique por qué: _____

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?
(Marque todas las que correspondan)

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☐ Jóvenes en edad de transición (18–25)
☐ Adultos 26-59
☐ Adultos mayores de 60
☐ Veteranos
☐ Personas LGBTQ2S+
☐ Comunidades Nativas/Tribus
☐ Comunidades Latinas
☐ Personas cuidadoras
☒ Personas sin hogar
☐ Personas con trastornos específicos por uso de opioides
☐ Personas con trastornos por uso de sustancias
☐ Personas involucradas en el sistema de justicia penal
☐ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
☐ Otro (por favor, especifique): _____

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
(Por favor seleccione todos los que apliquen)

☑ Terapia ambulatoria de salud mental
☐ Tratamiento ambulatorio para trastornos por uso de sustancias
☐ Tribunal de Salud Mental
☑ Equipo móvil de respuesta a crisis
☑ Clases educativas para la prevención del suicidio
☑ Línea de Prevención del Suicidio (9-8-8)
☐ Apoyo escolar para salud mental estudiantil
☐ Talleres y clases para padres sobre temas relacionados con la salud mental
☑ Asistencia para vivienda o servicios de apoyo para personas sin hogar
☐ Tribunal de CARE para personas con esquizofrenia o psicosis
☐ Tratamiento Ambulatorio Asistido (AOT)
☐ No he escuchado sobre ninguno de estos servicios

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☑	☐	☐	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☑	☐	☐	☐	☐	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☐	☐	☐	☑	☐	☐	☐
Institucionalización (hospitalizaciones)	☐	☐	☐	☑	☐	☐	☐
Personas en situación crónica de vivienda inestable	☐	☐	☑	☐	☐	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☑	☐	☐	☐
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☐	☑	☐	☐	☐

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? 96021

☐ No sé mi código postal
☐ No tengo una dirección permanente
☐ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)

☑ Proveedor de salud mental
☐ Defensor(a) comunitario(a) o voluntario(a)
☑ Miembro de la comunidad
☐ Proveedor(a) de atención médica
☐ Autoridad policial
☐ Personal escolar
☐ Servicios tribales
☐ Persona con experiencia en el sistema de justicia
☐ Persona con experiencia en desafíos de salud mental
☐ Persona con experiencia en desafíos por uso de sustancias
☐ Persona con experiencia en violencia doméstica o agresión sexual
☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
☐ Empleados del Sistema de Justicia (incluida libertad condicional)
☐ Proveedor(a) de servicios sociales
☐ Persona con experiencia vivida de falta de vivienda
☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☐ 16-25 ☑ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

(Nota: Entendemos que la raza y la etnicidad son temas complejos y que las siguientes categorías pueden no reflejar la identidad única de cada persona. Esta lista no es exhaustiva. Por favor elija todas las opciones que mejor lo/la representen. Si no ve su identidad incluida, puede escribirla en "Otra raza, etnicidad u origen".)

☐ **asiático(a) o asiático(a) estadounidense**
(p. ej., chino, filipino, indio, japonés, coreano, vietnamita, etc.)
☐ **negro(a) o afroestadounidense**
(p. ej., etíope, ghanés, jamaiquino, nigeriano, somalí, etc.)
☐ **indígena de Centroamérica o Sudamérica**
(p. ej., K'iche', maya, mixteco, purépecha, quechua, triqui, zapoteco, etc.)
☑ **latinx, hispano(a) o caribeño(a)**
(p. ej., colombiano, cubano, guatemalteco, mexicano, puertorriqueño, salvadoreño, sudamericano, etc.)
☐ **mediooriental o arabe estadounidense**
(p. ej., argelino, egipcio, iraquí, jordano, libanés, marroquí, etc.)
☐ **nativo(a) de Hawái u otra isla del Pacífico**
(p. ej., chamorro, fiyiano, samoano, tahitiano, tongano, etc.)
☐ **nativo(a) de Norteamérica o nativo(a) de Alaska**
(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)
☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)
☐ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
☐ **Otra raza, etnicidad u origen:** _____
☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

(Nota: Reconocemos que el sexo asignado al nacer se refiere a la clasificación de una persona como masculino, femenino o intersexual basada en la observación física de los genitales, cromosomas y estructuras anatómicas en el momento del nacimiento. Esta clasificación se interpreta dentro de un contexto sociocultural y puede no abarcar completamente la complejidad y riqueza de las identidades individuales.)

☑ Femenino ☐ Masculino ☐ Intersexual ☐ Prefiero no responder

11 ¿Cuál de las siguientes opciones describe mejor su identidad de género? *(Por favor seleccione todas las que correspondan)*
(Nota: Entendemos que la identidad de género es diversa y puede que las siguientes categorías no representen completamente todas las identidades. Por favor elija la(s) opción(es) que mejor describa(n) su identidad de género. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirla por mí mismo/a".)

☐ Explorando mi identidad de género ☐ Género expansivo / No binarie ☐ Dos espíritus ☐ Hombre
☐ Género queer ☐ Transgénero ☑ Mujer
☐ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☐ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☑ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☐ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?
☐ Sí ☑ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

Nos estamos acercando a nuestros vecinos y miembros de la comunidad para conocer su opinión sobre los servicios de Salud Mental en el Condado de Tehama, incluyendo salud mental, uso de sustancias y apoyo para la vivienda. Sus comentarios influirán directamente en cómo se diseñan los servicios de salud conductual para servir mejor a nuestro Condado.

En respuesta a la nueva Ley de Servicios de Salud Mental (BHSA) de California, la Agencia de Servicios de Salud del Condado de Tehama (TCHSA) está transformando la forma en la que ofrecemos estos servicios, priorizando en estos a personas con necesidades y trastornos más severos de salud mental y uso de sustancias, mientras también ampliamos los apoyos para la vivienda.

Esta encuesta tomará aproximadamente 3 a 5 minutos en completarse y sus respuestas serán estrictamente confidenciales y anónimas. Todos los miembros de la comunidad están invitados a participar, independientemente de si han utilizado los servicios de TCHSA o no. Juntos podemos construir un sistema de salud conductual que sirva mejor a nuestra comunidad diversa.

¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	Grave (Es un problema importante)	Moderado (Es un problema)	Leve (Es un problema menor)	No es un problema
Salud Mental (estrés, ansiedad, depresión, etc.)	☑	☐	☐	☐
Uso de Sustancias (alcohol, drogas, etc.)	☑	☐	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	☐	☑	☐	☐

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?
☐ Sí ☒ No estoy seguro ☐ Prefiero no responder ☐ No tengo claro quiénes son las poblaciones vulnerables
☐ No. Por favor especifique por qué: _____

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?
(Marque todas las que correspondan)

☐ Niños pequeños 0–5
☒ Niños de primaria/intermedia 6–12
☒ Adolescentes de preparatoria 13–17
☒ Jóvenes en edad de transición (18–25)
☒ Adultos 26-59
☒ Adultos mayores de 60
☒ Veteranos
☒ Personas LGBTQ2S+
☒ Comunidades Nativas/Tribus
☐ Comunidades Latinas
☐ Personas cuidadoras
☒ Personas sin hogar
☐ Personas con trastornos específicos por uso de opioides
☐ Personas con trastornos por uso de sustancias
☒ Personas involucradas en el sistema de justicia penal
☒ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
☐ Otro (por favor, especifique): _____

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
(Por favor seleccione todos los que apliquen)

☐ Terapia ambulatoria de salud mental
☐ Tratamiento ambulatorio para trastornos por uso de sustancias
☐ Tribunal de Salud Mental
☐ Equipo móvil de respuesta a crisis
☐ Clases educativas para la prevención del suicidio
☒ Línea de Prevención del Suicidio (9-8-8)
☐ Apoyo escolar para salud mental estudiantil
☐ Talleres y clases para padres sobre temas relacionados con la salud mental
☐ Asistencia para vivienda o servicios de apoyo para personas sin hogar
☐ Tribunal de CARE para personas con esquizofrenia o psicosis
☐ Tratamiento Ambulatorio Asistido (AOT)
☐ No he escuchado sobre ninguno de estos servicios

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☐	☐	☐	☐	☒	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☒	☐	☐	☐	☐	☐	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☒	☒	☐	☐	☐	☐	☐
Institucionalización (hospitalizaciones)	☐	☐	☐	☐	☐	☐	☐
Personas en situación crónica de vivienda inestable	☐	☐	☒	☐	☐	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☒	☐	☒	☐
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☐	☐	☐	☐	☒

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? 91080

☐ No sé mi código postal
☐ No tengo una dirección permanente
☐ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)

☐ Proveedor de salud mental
☐ Defensor(a) comunitario(a) o voluntario(a)
☐ Miembro de la comunidad
☐ Proveedor(a) de atención médica
☐ Autoridad policial
☐ Personal escolar
☐ Servicios tribales
☐ Persona con experiencia en el sistema de justicia
☒ Persona con experiencia en desafíos de salud mental
☐ Persona con experiencia en desafíos por uso de sustancias
☐ Persona con experiencia en violencia doméstica o agresión sexual
☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
☐ Empleados del Sistema de Justicia (incluida libertad condicional)
☐ Proveedor(a) de servicios sociales
☐ Persona con experiencia vivida de falta de vivienda
☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☐ 16-25 ☐ 26-59 ☒ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

(Nota: Entendemos que la raza y la etnicidad son temas complejos y que las siguientes categorías pueden no reflejar la identidad única de cada persona. Esta lista no es exhaustiva. Por favor elija todas las opciones que mejor lo/la representen. Si no ve su identidad incluida, puede escribirla en "Otra raza, etnicidad u origen".)

☐ **asiático(a) o asiático(a) estadounidense**
(p. ej., chino, filipino, indio, japonés, coreano, vietnamita, etc.)

☐ **negro(a) o afroestadounidense**
(p. ej., etiope, ghanés, jamaiquino, nigeriano, somalí, etc.)

☐ **indígena de Centroamérica o Sudamérica**
(p. ej., K'iche', maya, mixteco, purépecha, quechua, triqui, zapoteco, etc.)

☐ **Latinx, hispano(a) o caribeño(a)**
(p. ej., colombiano, cubano, guatemalteco, mexicano, puertorriqueño, salvadoreño, sudamericano, etc.)

☐ **mediooriental o arabe estadounidense**
(p. ej., argelino, egipcio, iraquí, jordano, libanés, marroquí, etc.)

☐ **nativo(a) de Hawái u otra isla del Pacífico**
(p. ej., chamorro, fiyiano, samoano, tahitiano, tongano, etc.)

☐ **nativo(a) de Norteamérica o nativo(a) de Alaska**
(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)

☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)

☐ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)

☐ **Otra raza, etnicidad u origen:** _____

☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

(Nota: Reconocemos que el sexo asignado al nacer se refiere a la clasificación de una persona como masculino, femenino o intersexual basada en la observación física de los genitales, cromosomas y estructuras anatómicas en el momento del nacimiento. Esta clasificación se interpreta dentro de un contexto sociocultural y puede no abarcar completamente la complejidad y riqueza de las identidades individuales.)

☑ Femenino ☐ Masculino ☐ Intersexual ☐ Prefiero no responder

11 ¿Cuál de las siguientes opciones describe mejor su identidad de género? *(Por favor seleccione todas las que correspondan)*
(Nota: Entendemos que la identidad de género es diversa y puede que las siguientes categorías no representen completamente todas las identidades. Por favor elija la(s) opción(es) que mejor describa(n) su identidad de género. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirla por mí mismo/a".)

☐ Explorando mi identidad de género ☐ Género expansivo / No binarie ☐ Dos espíritus ☐ Hombre
☐ Género queer ☐ Transgénero ☒ Mujer
☐ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☐ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ☒ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☐ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?

☐ Sí ☒ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Salud Mental del Condado de Tehama
Encuesta del Plan de Servicios 2026-2029

Nos estamos acercando a nuestros vecinos y miembros de la comunidad para conocer su opinión sobre los servicios de Salud Mental en el Condado de Tehama, incluyendo salud mental, uso de sustancias y apoyo para la vivienda. Sus comentarios influirán directamente en cómo se diseñan los servicios de salud conductual para servir mejor a nuestro Condado.

En respuesta a la nueva Ley de Servicios de Salud Mental (BHSA) de California, la Agencia de Servicios de Salud del Condado de Tehama (TCHSA) está transformando la forma en la que ofrecemos estos servicios, priorizando en estos a personas con necesidades y trastornos más severos de salud mental y uso de sustancias, mientras también ampliamos los apoyos para la vivienda.

Esta encuesta tomará aproximadamente 3 a 5 minutos en completarse y sus respuestas serán estrictamente confidenciales y anónimas. Todos los miembros de la comunidad están invitados a participar, independientemente de si han utilizado los servicios de TCHSA o no. Juntos podemos construir un sistema de salud conductual que sirva mejor a nuestra comunidad diversa.

¡Gracias por su tiempo!

1. En su opinión, ¿cuáles son las necesidades actuales de la comunidad en las siguientes áreas?
   (Seleccione una opción para cada categoría)

Área de Necesidad	**Grave** (Es un problema importante)	**Moderado** (Es un problema)	**Leve** (Es un problema menor)	**No es un problema**
Salud Mental (estrés, ansiedad, depresión, etc.)	◉	☐	☐	☐
Uso de Sustancias (alcohol, drogas, etc.)	☐	◉	☐	☐
Vivienda (tener un lugar seguro y estable para vivir)	◉	☐	☐	☐

2. ¿Cree que las poblaciones vulnerables del condado están recibiendo actualmente servicios de salud mental adecuados?
☒ Sí ☐ No estoy seguro ☐ Prefiero no responder ☐ No tengo claro quiénes son las poblaciones vulnerables
☐ No. Por favor especifique por qué: _____

3. ¿Qué poblaciones y/o grupos podrían recibir mejores servicios de Salud Mental del Condado?
(Marque todas las que correspondan)

☐ Niños pequeños 0–5
☒ Niños de primaria/intermedia 6–12
☒ Adolescentes de preparatoria 13–17
☐ Jóvenes en edad de transición (18–25)
☒ Adultos 26-59
☐ Adultos mayores de 60
☐ Veteranos
☐ Personas LGBTQ2S+
☐ Comunidades Nativas/Tribus
☐ Comunidades Latinas
☐ Personas cuidadoras
☒ Personas sin hogar
☐ Personas con trastornos específicos por uso de opioides
☒ Personas con trastornos por uso de sustancias
☒ Personas involucradas en el sistema de justicia penal
☐ Personas con trastornos concurrentes (Salud Mental y Uso de Sustancias)
☐ Personas que reciben Tratamiento Asistido con Medicamentos (MAT)
☐ Otro (por favor, especifique): _____

4 ¿De cuáles de los siguientes servicios o programas del Condado ha escuchado antes?
(Por favor seleccione todos los que apliquen)

☒ Terapia ambulatoria de salud mental
☒ Tratamiento ambulatorio para trastornos por uso de sustancias
☐ Tribunal de Salud Mental
☒ Equipo móvil de respuesta a crisis
☐ Clases educativas para la prevención del suicidio
☒ Línea de Prevención del Suicidio (9-8-8)
☒ Apoyo escolar para salud mental estudiantil
☐ Talleres y clases para padres sobre temas relacionados con la salud mental
☒ Asistencia para vivienda o servicios de apoyo para personas sin hogar
☐ Tribunal de CARE para personas con esquizofrenia o psicosis
☐ Tratamiento Ambulatorio Asistido (AOT)
☐ No he escuchado sobre ninguno de estos servicios

5 Por favor, califique del 1.º (prioridad más alta) al 7.º (prioridad más baja) las Metas Estatales de Salud Mental para el Plan Integrado de 3 Años (2026–2029).

Metas Estatales	1.º	2.º	3.º	4.º	5.º	6.º	7.º
Suicidios	☒	☐	☐	☐	☐	☐	☐
Sobredosis (hasta e incluyendo la muerte)	☐	☐	☐	☐	☐	☒	☐
Condiciones de salud mental no tratadas / no diagnosticadas	☐	☒	☐	☐	☐	☐	☐
Institucionalización (hospitalizaciones)	☐	☐	☒	☐	☐	☐	☐
Personas en situación crónica de vivienda inestable	☐	☐	☐	☐	☒	☐	☐
Participación en el sistema legal (encarcelamiento / involucramiento con la justicia)	☐	☐	☐	☒	☐	☐	☐
Servicios de prevención dentro del Sistema de Bienestar Infantil	☐	☐	☐	☐	☐	☐	☒

Nos gustaría hacerle algunas preguntas sobre sus antecedentes para ayudarnos a entender cómo servir mejor a todas las personas de nuestra comunidad.

6 ¿Cuál es el código postal donde vive? 96080

☐ No sé mi código postal
☐ No tengo una dirección permanente
☐ Prefiero no responder

7 ¿Cómo se describiría a usted mismo(a)? (Por favor seleccione todas las que correspondan)

☐ Proveedor de salud mental
☐ Defensor(a) comunitario(a) o voluntario(a)
☒ Miembro de la comunidad
☐ Proveedor(a) de atención médica
☐ Autoridad policial
☐ Personal escolar
☐ Servicios tribales
☒ Persona con experiencia en desafíos de salud mental
☐ Persona con experiencia en desafíos por uso de sustancias
☒ Persona con experiencia en violencia doméstica o agresión sexual
☐ Familiar o persona cuidadora de alguien con desafíos de salud mental
☐ Empleados del Sistema de Justicia (incluida libertad condicional)
☐ Proveedor(a) de servicios sociales
☐ Persona con experiencia vivida de falta de vivienda
☐ Persona con experiencia en el sistema de justicia
☐ Otro, por favor especifique: _____

8 ¿Cuál es su grupo de edad?

☐ 0-15 ☐ 16-25 ■ 26-59 ☐ 60+ ☐ Prefiero no responder

9 ¿Cuál de las siguientes opciones describe mejor su raza/etnicidad? (Por favor seleccione todas las que correspondan)

(Nota: Entendemos que la raza y la etnicidad son temas complejos y que las siguientes categorías pueden no reflejar la identidad única de cada persona. Esta lista no es exhaustiva. Por favor elija todas las opciones que mejor lo/la representen. Si no ve su identidad incluida, puede escribirla en "Otra raza, etnicidad u origen".)

☐ **asiático(a) o asiático(a) estadounidense**
(p. ej., chino, filipino, indio, japonés, coreano, vietnamita, etc.)
☐ **negro(a) o afroestadounidense**
(p. ej., etíope, ghanés, jamaiquino, nigeriano, somalí, etc.)
☐ **indígena de Centroamérica o Sudamérica**
(p. ej., K'iche', maya, mixteco, purépecha, quechua, triqui, zapoteco, etc.)
☐ **latinx, hispano(a) o caribeño(a)**
(p. ej., colombiano, cubano, guatemalteco, mexicano, puertorriqueño, salvadoreño, sudamericano, etc.)
☐ **mediooriental o arabe estadounidense**
(p. ej., argelino, egipcio, iraquí, jordano, libanés, marroquí, etc.)
☐ **nativo(a) de Hawái u otra isla del Pacífico**
(p. ej., chamorro, fiyiano, samoano, tahitiano, tongano, etc.)
☐ **nativo(a) de Norteamérica o nativo(a) de Alaska**
(p. ej., chumash, inuit, kumeyaay, miwok, pomo, tongva, yurok, etc.)
☐ **indígena / aborigen de fuera de las Américas**
(p. ej., aborígenes australianos, ainu, batak, maorí, sami, tibetanos, etc.)
■ **blanco(a) o europeo(a) estadounidense**
(p. ej., inglés, europeo estadounidense, alemán, irlandés, italiano, polaco, ruso, etc.)
☐ **Otra raza, etnicidad u origen: _____**
☐ **Prefiero no responder**

10 ¿Cuál fue el sexo que le asignaron al nacer?

(Nota: Reconocemos que el sexo asignado al nacer se refiere a la clasificación de una persona como masculino, femenino o intersexual basada en la observación física de los genitales, cromosomas y estructuras anatómicas en el momento del nacimiento. Esta clasificación se interpreta dentro de un contexto sociocultural y puede no abarcar completamente la complejidad y riqueza de las identidades individuales.)

■ Femenino ☐ Masculino ☐ Intersexual ☐ Prefiero no responder

11 ¿Cuál de las siguientes opciones describe mejor su identidad de género? *(Por favor seleccione todas las que correspondan)*
(Nota: Entendemos que la identidad de género es diversa y puede que las siguientes categorías no representen completamente todas las identidades. Por favor elija la(s) opción(es) que mejor describa(n) su identidad de género. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirla por mí mismo/a".)

☐ Explorando mi identidad de género ☐ Género expansivo / No binarie ☐ Dos espíritus ☐ Hombre
☐ Género queer ☐ Transgénero ■ Mujer
☐ Prefiero no responder
☐ Prefiero describirme por mí mismo/a/e, por favor especifique: _____

12 ¿Cuál de las siguientes opciones describe mejor su orientación sexual? *(Por favor seleccione todas las que apliquen)*
(Nota: Entendemos que la orientación sexual es compleja, y las siguientes categorías podrían no representar completamente la identidad de cada persona. Por favor elija la(s) opción(es) que mejor describa(n) su orientación sexual. Si no ve su identidad en la lista, puede escribirla en "Prefiero describirme por mí mismo/a/e".)

☐ Asexual ☐ Bisexual ☐ Demisexual ☐ Gay ☐ Lesbiana ☐ Pansexual ■ Heterosexual / Hetero
☐ Queer ☐ Explorando mi orientación sexual ☐ Prefiero no responder
☐ Prefiero autodescribirme, por favor especifique: _____

13 ¿Tiene alguna discapacidad?

☐ Sí ■ No ☐ Prefiero no responder

14 ¿Qué más le gustaría que supiéramos sobre la salud mental, el uso de sustancias o los apoyos para vivienda?
(Por favor, use el espacio a continuación para proporcionar sus comentarios.)

Tehama County Mental Health Plan

Quality Assessment and Performance Improvement Workplan

Calendar Year 2025



Quality Assessment and Performance Improvement Plan

The following document describes the quality improvement program structure of the Tehama County Mental Health Plan (MHP), an evaluation of quality improvement goals and to date, and goals and areas of focus for Calendar year 2025.

It is the responsibility of the Tehama County MHP to ensure that all services authorized are delivered with the appropriate standard of care; ongoing quality improvement activities are undertaken with the goal of fulfilling that responsibility. The purpose of this plan is to provide up-to-date information about those ongoing quality improvement activities.

Quality Improvement Program Description

Overview

The Quality Improvement (QI) Program is designed to develop, implement, coordinate, monitor and evaluate performance activities throughout the Mental Health Plan (MHP). The primary concerns of the QI Program include, but are not limited to:

- MHP Medi-Cal member access to services
- Program compliance monitoring
- Collection and evaluation of data or other measures to inform QI activities
- Grievances and appeals
- Member and provider satisfaction
- Gathering and utilizing input from providers, members, and their family members
- Performance improvement projects and identifying opportunities for system and process improvement
- Utilization management and clinical reviews

The QI program is comprised of the Quality Improvement Committee (QIC), Quality Assurance Manager (QAM), and service teams. The QI program is accountable to the Mental Health Director and includes a QI Workplan which is evaluated annually for effectiveness; QI goals are updated and new goals created based on this evaluation.

Quality Improvement Committee (QIC)

The purpose of the QIC is to improve the quality of mental health care and services provided by Tehama County Health Services Agency (TCHSA). It is the aim of TCHSA to provide accessible, timely, culturally competent, professional, and cost-effective services to the community. The QIC monitors and evaluates quality and appropriateness of services at the member, provider, and system levels. The QIC is responsible for recognizing inefficient processes, assessing barriers to quality of care, identifying solutions with measurable objectives and goals, taking actions to meet these objectives and goals, and evaluating the subsequent outcomes.

Integral to the QIC's success in improving TCHSA services and quality of care is the continued integration of mental health services among TCHSA's other agency centers and between vendor providers and community health care providers, especially primary care providers. Collaboration among clinicians, supervisors, outside providers, consumers, patients' rights

advocates, and community partners is essential to improve the integration of health care services.

QIC membership includes:

- Quality Assurance Manager (QAM) [CHAIR]
- Mental Health Director
- Contract Provider Representative(s)
- Business Operations Supervisor
- Licensed Clinical Supervisor(s)
- Cultural Competency Committee representative(s)
- Clinician(s)
- Medical Support staff
- Case Resource Specialist(s)
- Patients' Rights Advocate(s)
- Consumer(s)*
- Consumer family members*

* Although we have continued to try to recruit mental health consumers and family members, in 2024 we were unsuccessful in recruiting consumers and family members for direct participation in QIC meetings. This is an active QI work plan goal (see goal A2 below). In 2025 we will also identify TCHSA forums that consumers and family members already attend, such as the Behavioral Health Board, with the goal of taking consumer-specific issues to those forums and bring input back to the QIC meetings. This will address requirements from Title 9 and MHP Contract for participation of consumers and family members in the planning, design and execution of the QI Program.

The QIC functions include (but are not limited to):

- Review new or pending laws, regulations, or policies in mental health.
- Review issues, challenges, improvements, and successes related to quality of care.
- Review and evaluate the results of QI activities including Performance Improvement Projects.
- Initiate necessary QI actions and follow-up of QI processes.
- Review of grievances, appeals, expedited appeals, and state fair hearings to identify trends and areas for improvement as a system.
- Monitor and evaluate the quality and appropriateness of services at the member, provider and system levels and recommend solutions to identified issues.
- Review and evaluate the results of QI activities (internal and external) such as medication monitoring, audits of providers, internal audits, annual reviews by an external quality review organization (EQRO) contracted by the State, and triennial review by the State.
- Review concerns of substandard care.
- Recommend policies, procedures, and system changes to improve member care and outcomes as a result of QI activities or QIC actions.
- Review and evaluate data to identify strengths, common trends, compliance, and areas for improvement.

- Document all activities through dated and signed minutes of committee meetings that reflect QIC decisions and actions.
- Standard report evaluations quarterly with an annual review.

Quality Assurance Manager (QAM)

The QAM is responsible for coordinating, managing, and reporting on all aspects of the QI processes of the MHP. The QAM chairs the QIC, coordinates or creates standard reports, coordinates annual consumer satisfaction surveys, manages all grievances and appeals, provides liaison services with Department of Health Care Services personnel, audits contracted providers (both individual and organizational), audits TCHSA providers and services, performs site certification reviews for private and organizational providers, and develops Performance Improvement Projects in cooperation with systems of care.

Service Teams

The service teams consist of representatives from Adult Outpatient, Crisis, Medication Support, Case Management, Adult Drop-In Center, Transitional Age Youth, and Mental Health Services Act programs. The teams work on QI from a clinical perspective in conjunction with and at the direction of the QAM and the QIC.

Data Monitoring

The QI Program monitors and tracks data for the following quality-related quantitative and qualitative reports:

- Service delivery capacity/network adequacy
    a. Network Adequacy Certification Tool (NACT)
    b. Medi-Cal penetration rates
- Accessibility of services
    a. Timeliness of access to services
    b. Timeliness of authorizations
- Member satisfaction of services provided
    a. Change of provider requests
    b. No-show rates
    c. Trends of member grievances, appeals, and fair hearings
    d. Results of consumer satisfaction surveys, including comments
- Service delivery system, including meaningful clinical issues and safety/effectiveness of practices
    a. Results of internal chart reviews
    b. Results of medication compliance monitoring
    c. 24/7 Access/Crisis Line test call reports
- Continuity of care with physical health care and other providers
    a. Inpatient hospitalization follow-up appointments
    b. Re-hospitalization rates
- Provider appeals and satisfaction
    a. Timeliness of Treatment Authorization Requests (TARs)
    b. Trends of provider grievances and appeals

The QI Program may collect additional data in response to changes in regulations, ongoing QI projects, or as requested by management. Data is analyzed and evaluated at QIC meetings to identify quality issues, establish improvement initiatives, set goals, and document progress toward these quality improvement initiatives quarterly and annually.

Performance Improvement Projects

The MHP is committed to sustaining improvement gained through performance improvement projects (PIP). The QI Program will have at least one clinical PIP and one non-clinical PIP every year. A PIP may last more than one year, but once finished, a new PIP will be started. PIPs are determined by the QIC based on data collected by the QI Program.

Evaluation and Goal Setting

The QI Workplan will be evaluated annually, demonstrating that QI activities have contributed to meaningful improvement in clinical care and member service, and describing completed and in process QI activities, including performance improvement projects. Upon completion of this evaluation, new goals for the QI Program will be set.

Review of Fiscal Year 2024-2025 Goals and Calendar Year 2025 Goals

A. Quality Improvement Program

1. Quality Improvement Committee

FY 24-25 Goal: Continue to engage direct-care staff in QIC..

Background: Staff shortages and leadership changes impacted the QI program and the ability to have full QIC membership or regular meetings in the past, but we have been meeting monthly since March 2023. The Quality Assurance Manager position is currently vacant as well as many TCHSA direct service positions. Remaining direct care staff, in particular clinicians, have limited time available to participate in QIC. TCHSA was able to hire a new Mental Health Director in September 2024 who is to provide leadership and invest in building QIC membership and participation.

Update for CY 2025: Despite ongoing staffing shortages and a vacant Quality Assurance Manager position, with the support of contracted staff, QIC was able to meet monthly for all of 2024. Prior FY 24-25 goal: MET. Since the QIC has been meeting monthly since March 2023 and this goal continues to be met, we will discontinue this goal for CY 2025 and replace it with a new goal related to a QIC topic. The QIC will continue to meet monthly throughout 2025.

CY 2025 Goal: The new goal for A1 will be to discuss practice guidelines at least quarterly during the QIC. The discussion of practice guidelines will serve the following purposes:

a. Ensure all QIC members including network providers are aware of the practice guideline requirements.

b. Meet the requirement in regulations and county policy to adopt specific practice guidelines in consultation with behavioral health care professionals.
c. Enlist QIC participants, including network providers in the periodic review and update of the practice guidelines.
d. Coordinate the planning of training for implementing new practice guidelines or updating existing ones.

2. Consumer Involvement in the Quality Improvement Program

FY 24-25 Goal: Engage beneficiaries with lived experience and/or beneficiary family members in QIC.

Background: Staffing and leadership challenges outlined above have significantly impacted TCHSA's ability to recruit and retain members and/or their family members as QIC members who can share valuable insights and perspectives from their lived experience coping with mental health disorder symptoms and of being a TCHSA Mental Health Services consumer.

Update for CY 2025: In 2024 we continued to be unsuccessful in recruiting consumers and family members with lived experience to participate in the QIC meeting. Prior FY 24-25 goal was NOT MET.

CY 2025 Goal: Continue to try to recruit mental health consumers and family members for direct participation in QIC meetings. Also identify TCHSA forums that consumers and family members already attend, with the goal of taking consumer-specific issues to those forums and bring input back to the QIC meetings.

3. Quality Improvement Work Plan and Evaluation

FY 24-25 Goal: Engage QIC membership in ongoing evaluation of plan goals and actions taken to meet those goals, development of new goals, and completion of a new QI Workplan for the FY 25-26 cycle by March 31, 2025.

Background: Completion of workplans, including appropriate follow up, has been a challenge in past years due to staffing shortages and the lack of a consistent Quality Assurance Manager to spearhead QIC initiatives.

Update for CY 2025: Despite the Quality Assurance Manager position being vacant, current QIC leadership was able to begin updating the QAPI Work Plan in a timely manner in early 2025 and are on target to complete it by March 31, 2025. To align with state priorities and the due date for submission, TCHSA has changed the QAPI Work Plan from Fiscal Year to Calendar Year. Prior FY 24-25 goal: MET.

CY 2025 Goal: Continue to keep the QAPI Work Plan current and completed by March 31 of each year. Use project management tools and begin work on the updated plan at the beginning of each year.

B. Monitoring Service Delivery Capacity

1. Network Adequacy

FY 24-25 Goal: Increase the number of filled positions, particularly for direct service staff, in order to meet network certification standards for provider capacity. We are developing a PIP around this goal, noting that the average time from service request to offered psychiatry appointment is skewed by outliers.

Background: Contracts are in place with Victor Community Support Services and Remi Vista for youth services, and Children First for adult and youth services. We have also contracted with Iris Telehealth for three clinicians, one of whom is bilingual. We are continuing our recruitment efforts to fill direct care positions. TCHSA has had prior 2022-2023 Network Adequacy Certification Tool (NACT) plans of correction to increase staffing and has increased contracts with network providers and developed contracts with staffing agencies as a means to improve network adequacy. TCHSA's ability to meet network adequacy standards has been impacted both by shortages in mental health professionals statewide and by Tehama's status as a small rural county.

Update for CY 2025: TCHSA is currently working with a recruiting company and continuing to pursue available options to improve staffing and thus Network Adequacy findings. Prior FY 24-25 goal: PARTIALLY MET.

CY 2025 Goal: This ongoing goal continues to be to increase the number of filled positions, particularly for direct service staff, in order to meet network certification standards for provider capacity.

2. Penetration Rates for the Latino/Hispanic Population

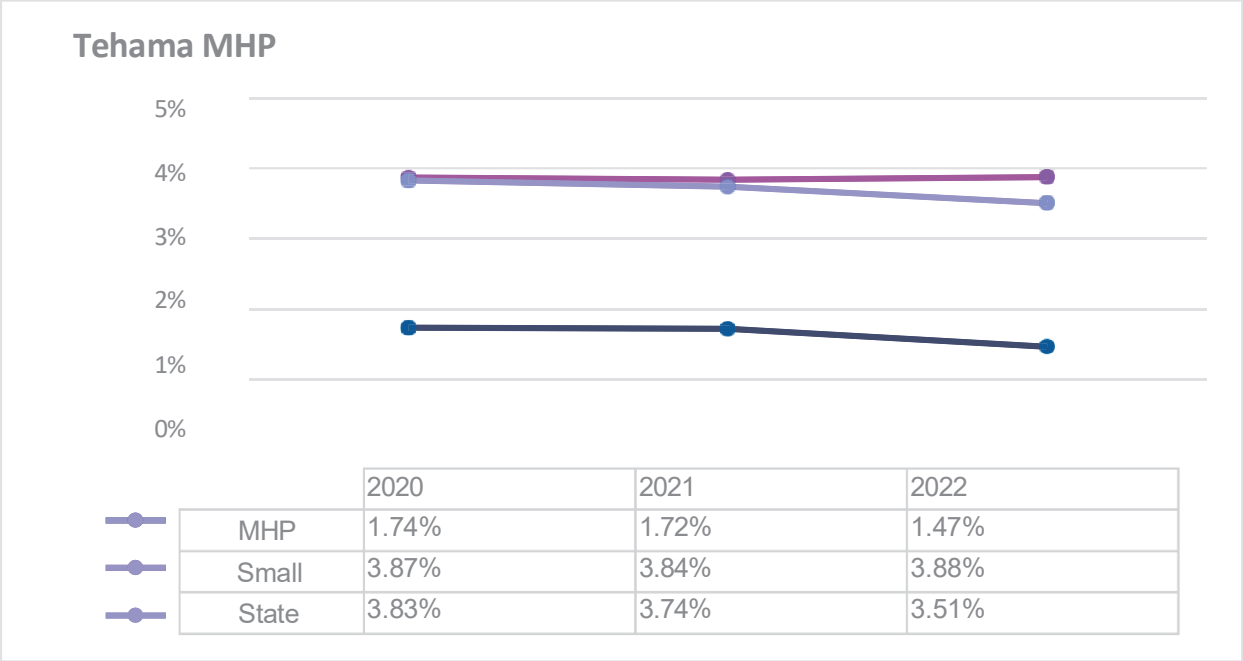
FY 24-25 Goal: Re-invigorate services in Corning by increasing hours of services provided after staffing issues are addressed. We anticipate this will improve penetration rates in following years.

Background: TCHSA continues to have a lower penetration rate for the county's threshold population (Latino/Hispanic) compared to other small counties.

Update for CY 2025: Penetration rates for the Latino/Hispanic population are provided annually by the EQRO. The most recent data is from calendar year (CY) 2020-2022 (see figures 2A and 2B below). In order to improve penetration rates for the Latino/Hispanic population, TCHSA will continue and expand Latino outreach by providing services in Corning, which has a large Latino population. We currently have one telehealth clinician that is working in Corning. We have recently hired an in-person bilingual therapist for Corning. We also have a Clinician III-bilingual, who can support the work in Corning. Prior FY 24-25 goal: PARTIALLY MET. (Please note that for future QAPI updates we will rely on data from TCHSA's Electronic Health Record provider (Avatar) since the new DHCS EQRO, Health Services Advisory Group, Inc. (HSAG) will not be providing penetration rate data.)

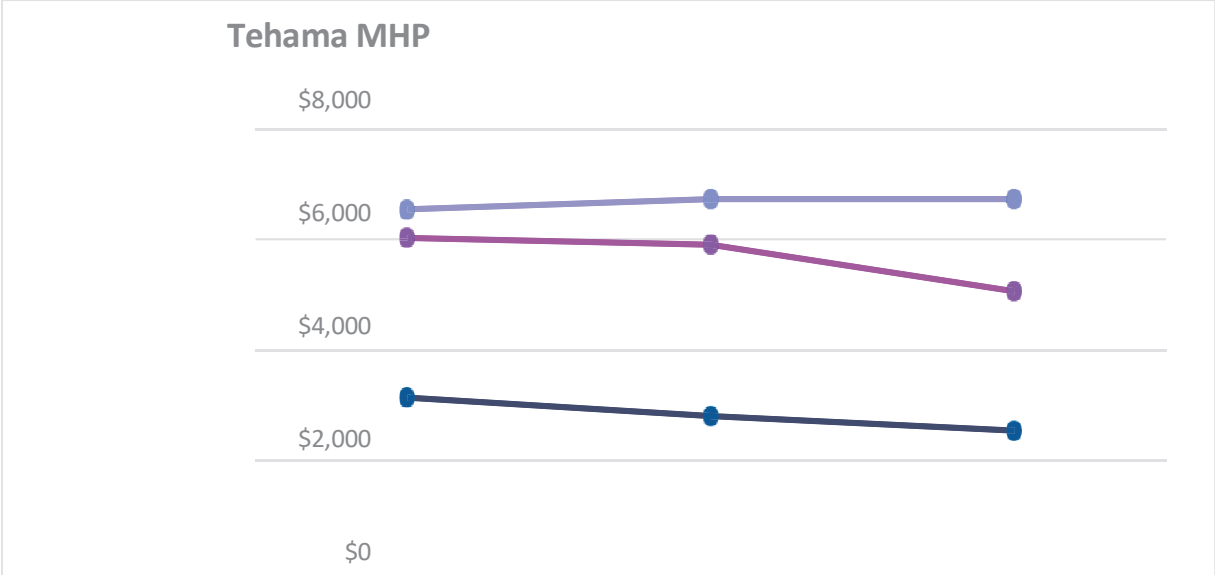
CY 2025 Goal: Re-invigorate services in Corning by increasing hours of services provided after staffing issues are addressed. We anticipate this will improve penetration rates in following years.

Figure 1: Latino/Hispanic Penetration Rates CY 2020-22



	2020	2021	2022
MHP	1.74%	1.72%	1.47%
Small	3.87%	3.84%	3.88%
State	3.83%	3.74%	3.51%

Figure 2: Latino/Hispanic Avg Annual Cost per Member (AACM) CY 2020-22



	2020	2021	2022
MHP	$3,152	$2,810	$2,551
Small	$6,037	$5,910	$5,068
State	$6,551	$6,733	$6,731

C. Monitoring Member Satisfaction

1. No Shows

FY 24-25 Goal: Continue to track and report no show rates for psychiatry quarterly in QIC. Develop a PIP for psychiatry no show rates with the goal of meeting the 10% standard.

Background: This data was regularly reviewed in QIC in CY 2023, was reported on for EQRO and is made easier to track and report with the implementation of the Electronic Health Record (EHR) in June 2022. The average no-show rate for psychiatry appointments in CY 2023 was 24%, which is well above the set standard of 10%.

Update for CY 2025: We continue to track the percentages of no-shows in monthly QIC meetings and informally discuss trends and strategies for improving appointment attendance. This year our EHR was able to provide us with data to analyze missed visits, by separating out member no shows from appointments that were cancelled by either members or staff. Agency-wide, the percentage of member no shows (not cancelled) was 10.81%, including 17.24% for psychiatric appointments and 9.03% for non-psychiatric appointments. TCHSA recognizes that many factors contribute to lack of appointment attendance; our agency standard for no-shows continues to be 10%. TCHSA management will discuss use of strategies such as reminder calls and texts, as well as no show groups for members who missing multiple appointments including medication management. Please refer to Table 3 below for detailed information.

Prior 24-25 Goal: PARTIALLY MET (The goal to review no show numbers in QIC monthly was met; the goal to develop a PIP to address psychiatry no show rates was not met.)

Table 3: Missed Visit Summary Table – CY 2024

		TOTAL - TCHSA only		TOTAL - TCHSA including Vendors	
Scheduled Psychiatry Visits (based on staff above who provide med support services)	Percentage of Client No Shows	16.71%	TOTAL MISSED % 31.94%	17.24%	TOTAL MISSED % 32.15%
	Percentage Client Cancellation	7.00%		7.02%	
	Percentage of Staff Cancellations	8.23%		7.89%	
Scheduled Non-Psychiatry Visits	Percentage of Client No Shows	13.05%	TOTAL MISSED % 22.49%	9.03%	TOTAL MISSED % 20.31%
	Percentage Client Cancellation	5.36%		9.09%	
	Percentage of Staff Cancellations	4.08%		2.19%	
Total - All Scheduled Visits	Percentage of Client No Shows	14.97%	TOTAL MISSED % 27.44%	10.81%	TOTAL MISSED % 23.00%
	Percentage Client Cancellation	6.22%		8.61%	
	Percentage of Staff Cancellations	6.25%		3.59%	

CY 2025 Goal: Continue to monitor no show rates and, where applicable, implement projects or policies identified by TCHSA management that may reduce no show rates. Discuss possible reasons for differences in no show rates for psychiatry and for TCHSA and vendor providers, which may be related to the mix of services provided.

2. Consumer Satisfaction Surveys

FY 24-25 Goal: Improve numbers of submitted and completed Consumer Satisfaction Surveys by improving support for consumers or their family members to complete the surveys. TCHSA hopes to use the survey data to identify trends to inform QI projects.

Background: Consumer Perception Surveys provide invaluable insight into the experiences of consumers and their family members and help to guide system improvements.

Update for CY 2025: TCHSA successfully obtained 66 completed Consumer Perception Surveys in 2024, out of 187 surveys that were submitted (35%). Of the 66 surveys completed, 15 were from family members, 19 from youth, 25 from adults and 7 from older adults. In 2023, only 12 surveys were completed out of 48 that were submitted (25%). We did not compare the scores across years because the 2023 survey count was too low to yield reliable results. Prior FY 24-25 Goal: MET (Complete and Consumer Satisfaction Surveys during the time period specified by DHCS and submit them according to DHCS guidance). The following tables (4 through 7) summarize the mean satisfaction score (on a scale of 1 to 5) by survey domain area for youth (ages 13-17), families of children and youth (ages 0-17), adults, and older adults compared to statewide data:

Table 4: Satisfaction Score by Families of Children and Youth – Tehama County and Statewide May 2024

	Tehama Mean Score	Tehama Percent Agree	Statewide Mean Score	Statewide Percent Agree
Access	4.46	100.0%	4.43	94.5%
General Satisfaction	4.50	100.0%	4.38	93.0%
Outcome	3.55	53.8%	3.98	79.0%
Participation in Treatment Planning	4.67	100.0%	4.31	91.4%
Quality	4.75	100.0%	4.57	97.4%
Social Connectedness	3.51	84.6%	4.27	92.2%
Functioning	4.07	46.1%	3.99	77.8%

For most of the domains (except for outcome and social connectedness), the mean scores for Tehama County families were higher than the statewide mean scores.

Table 5: Satisfaction Score by Youth - Tehama County and Statewide May 2024

	Tehama Mean Score	Tehama Percent Agree	Statewide Mean Score	Statewide Percent Agree
Access	4.34	94.7%	4.23	91.9%
General Satisfaction	4.37	94.7%	4.24	90.4%
Outcome	4.16	100.0%	3.86	75.4%
Participation in Treatment Planning	4.18	84.2%	4.09	84.1%
Quality	4.61	100.0%	4.39	95.5%
Social Connectedness	4.32	100.0%	4.12	88.3%
Functioning	4.20	84.2%	3.91	75.4%

For all seven domains the mean satisfaction score for youth in Tehama County was higher than the statewide mean scores.

Table 6: Satisfaction Score by Adult – Tehama County and Statewide May 2024

	Tehama Mean Score	Tehama Percent Agree	Statewide Mean Score	Statewide Percent Agree
Access	4.29	90.9%	4.35	91.4%
General Satisfaction	4.24	81.8%	4.45	91.7%
Outcome	3.92	81.8%	4.04	78.8%
Participation in Treatment Planning	4.11	86.4%	4.33	91.8%
Quality	4.37	90.9%	4.36	91.4%
Social Connectedness	4.11	72.7%	4.04	78.9%
Functioning	3.96	72.7%	4.03	76.2%

For Tehama adults the mean satisfaction scores tended to be lower than the statewide mean satisfaction scores, except for in the domains of quality and social connectedness where they were slightly higher than in the statewide scores.

Table 7: Satisfaction Score by Older Adult – Tehama County and Statewide May 2024

	Tehama Mean Score	Tehama Percent Agree	Statewide Mean Score	Statewide Percent Agree
Access	4.70	100.0%	4.31	90.3%
General Satisfaction	4.50	85.7%	4.46	92.5%
Outcome	4.29	83.3%	4.02	79.4%
Participation in Treatment Planning	4.36	85.7%	4.30	91.5%
Quality	4.58	100.0%	4.31	90.5%
Social Connectedness	4.22	83.3%	4.02	79.6%
Functioning	4.20	83.3%	3.99	77.2%

For all seven domains the mean satisfaction score for older adults in Tehama County was higher than the statewide mean scores.

CY 2025 Goal: Improve numbers of submitted and completed Consumer Satisfaction Surveys by improving support for consumers or their family members to complete the Consumer Satisfaction Surveys during the specified time. TCHSA hopes to use this more robust data to identify trends that may inform QI projects, to decrease the number of surveys given to members and not completed, and to improve on the mean scores from year to year.

D. Monitoring the service delivery system regarding clinical issues

1. Chart Reviews

FY 24-25 Goal: Implement a chart review program for internal TCHSA charts using a CalAIM-compliant chart review tool currently under review at the time of this writing. This program shall include regular monthly chart audits of both TCHSA MH and vendor charts to ensure compliance with CalAIM service provision and documentation requirements, including but not limited to those from BHIN 21-073, 22-011, BHIN 23-068, and BHIN 22-065.

Background: TCHSA has had challenges with fully implementing California Advancing and Innovating Medi-Cal (CalAIM) service and chart documentation requirements due to critical vacant positions. During FY 24-25, monthly chart reviews continued for our contract providers, though using an out-of-date chart review tool.

Update for CY 2025: TCHSA is in the process of updating the chart audit tool consistent with CalAIM documentation requirements from BHIN 23-068. Contract provider chart audits occurred in 2024-25 using the existing tool. Staff completed trainings conducted by the California Mental Health Services Authority (CalMHSA) on CalAIM documentation requirements and transition the triage process from an authorization focus to a utilization management and review focus to be consistent with updated regulations. Our goal is to have the CalAIM documentation standards, policy and procedure by the end of this fiscal year and have all staff trained with the new updated forms in AVATAR. We are working with AVATAR to get the Assessment and Targeted Case Management Care Plan in the system to begin training. We will be adopting CalMHSA Documentation Standards and Practice Guidelines. Prior FY 24-25 Goal: NOT MET

CY 2025 Goal: Implement a chart review program for internal TCHSA charts and contract providers using a CalAIM-compliant chart review tool. This program shall include regular monthly chart audits of both TCHSA MH and vendor charts to ensure compliance with CalAIM service provision and documentation requirements, including but not limited to those from BHIN 21-073 (Access Requirements), 22-011, BHIN 23-068 (Documentation Requirements, and BHIN 22-065 (Transition of Care Tools) and subsequent BHINs that supersede this guidance.

2. Medication Compliance/Medication Monitoring

FY 2024-25 Goal: Re-implement the medication monitoring process. TCHSA continues to pursue hiring of a provider to monitor Medication Compliance and Medication Monitoring.

Background: For several years, TCHSA has been working to hire a contractor to provide this service for our agency. TCHSA experienced challenges finding a psychiatrist or pharmacist who was interested in providing this oversight for our agency despite multiple attempts including reaching out through staffing agencies and reaching out to known providers. TCHSA has now contracted with Community Behavioral Health and anticipates this contract will yield providers with the appropriate experience and credentials to undertake monitoring.

Update for CY 2025: We have contracted with a pharmacist this year. The contractor is reviewing 10 charts randomly monthly and starting last month she is reviewing 5 charts for each month for the previous FY. Prior FY 24-25 Goal: MET

CY 2025 Goal: TCHSA will continue to monitor Medication Compliance and Medication Monitoring consistent with state requirements. TCHSA will establish a baseline for

percentage of medication monitoring reports that reveal compliance issues. Following the establishment of a baseline, future goals will address specific improvements needed.

3. Access/Crisis line test calls

FY 2024-25 Goal: Conduct at least three test calls per quarter and at least one test call in a language other than English at least once per quarter. Improve test call results for logging compliance. All TCHSA staff will receive updated training for call handling; Mobile Crisis staff will receive updated training for call handling, including the provision of work aids, work flows, etc., to improve staff's ability to handle calls efficiently and appropriately, direct calls correctly, and meet state and federal requirements for information and service provision.

Background: In CY 2023, TCHSA was able to meet goal of conducting at least three test calls per quarter and at least one test call in a language other than English at least once per quarter. TCHSA's goal to improve test call results for logging compliance were also met with 21 of 22 test calls providing the information requested (access to SMHS, urgent condition need, or problem resolution information) and 20 of 22 test calls being logged. Review of test call results indicate ongoing need for test calls conducted before or after business hours and ongoing need to ensure test calls are performed in non-English languages, especially Spanish which is the sole Tehama County threshold language.

Update for CY 2025: In CY 2024, 21 of 27 test calls (78%) provided the information requested (access to SMHS, urgent condition need, or problem resolution information) and only 5 of the 18 calls (28%) required to be logged met all the requirements for information to be included in the log (name of member, date of the request and initial disposition). Each quarter, calls were made in a non-English language and after hours. The calls that did not log the required information were for both business hours and after hours. All staff who answer the Access line were provided mandatory training, and additional resource materials, including a decision tree, were provided to staff. Prior FY 24-25 Goal: PARTIALLY MET. We will need to improve the percentage of calls logged.

CY 2025 Goal: Conduct at least three test calls per quarter and at least one test call in a language other than English at least once per quarter. Improve test call results, including for logging compliance. All TCHSA staff will receive updated training for call handling; Mobile Crisis staff will receive updated training for call handling, including the provision of work aids, work flows, etc., to improve staff's ability to handle calls efficiently and appropriately, direct calls correctly, and meet state and federal requirements for information and service provision. Call logging will be tracked quarterly. Focused and individual training provided when compliance issues arise.

E. Continuity of Care with Physical Healthcare and Other Agencies

1. Inpatient Hospitalization Follow-Up and Re-Hospitalization Rates

FY 24-25 Goal: Begin to track this data quarterly in QIC meetings and develop a PIP focused on improving the percentage of services delivered within 7 and 30 days of inpatient discharge. Continue to show improvement in meeting required standards for follow-up appointments after psychiatric hospitalization. TCHSA will be opting into Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) and will be working with the National Committee for Quality Assurance (NCQA) on Healthcare Effectiveness Data and Information Set (HEDIS) measures including the 7-day and 30-day outpatient follow-up rates after a psychiatric inpatient discharge as part of their assessment.

Background: According to data from the FY 2023-24 EQRO report, 49% of members received follow-up appointments after psychiatric hospitalization within 7 days and 47% received follow-up appointments after psychiatric hospitalization within 30 days.

Update for CY 2025: TCHSA will be contracting with CalMHSA to help with calculating the HEDIS measures. These are the data measures for our current PIP that we will need to be tracking. Prior FY 24-25 goal was PARTIALLY MET, as TCHSA will be measuring follow up after inpatient discharge through a PIP with help tracking HEDIS measures from CalMHSA.

CY 2025 Goal: Continue to show improvement in meeting required standards for follow-up appointments after psychiatric hospitalization. TCHSA will be opting into Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) and will be working with the National Committee for Quality Assurance (NCQA) on Healthcare Effectiveness Data and Information Set (HEDIS) measures including the 7-day and 30-day outpatient follow-up rates after a psychiatric inpatient discharge as part of their assessment.

F. Provider Appeals and Satisfaction

1. Provider Appeals

FY 24-25 Goal: Report at least annually in QIC on number of provider appeals and any relevant trends. Provider appeals, including appeals for denied TAR authorization, shall be tracked and reviewed.

Background: Records indicate that no provider appeals were received during 2023 and QIC minutes indicate that provider appeals were not reviewed in QIC.

Update for CY 2025: Records indicate that no provider appeals were received during 2024 and QIC minutes indicate that provider appeals were not reviewed in QIC. Prior FY 24-25 Goal: NOT MET.

CY 2025 Goal: Since no provider appeals have been received in the last two years or more, this goal will be discontinued due to lack of system-wide impact.

G. Significant Changes and Current Initiatives

1. Outcome Measures

FY 24-25 Goal: Decide whether to implement MORS once a year or FIT. Continue the use of the CANS-50, PSC-35, and PQ-16.

Background: These outcome measures have not been implemented yet. Due to ongoing staffing shortages, TCHSA did not have the capacity to determine if it would be feasible to implement FIT or Milestones of Recovery Scale (MORS). TCHSA continues to implement the CANS, PSC and PQ.

Update for CY 2025: TCHSA will continue the use of CANS and PCS-35 and implement ANSA and PQB. We will be implementing ANSA (just waiting to pay for the trainings) and the PQ-16 has been replaced already and implemented the PQB instead. Prior FY 24-25 Goal: MET.

CY 2025 Goal: TCHSA will continue the use of the CANS-50, PSC-35, and PCB, and implement ANSA once staff are trained in its use. This goal may be discontinued once all outcome measure tools are implemented and being used regularly.

2. Performance Improvement Projects (PIPs)

FY 24-25 Goal: Implement the following PIPs:

- Identify Substance Use Disorder clients who are eligible for SMHS using the Adult Screening Tool and connecting those beneficiaries to SMHS assessment appointments in order to increase the number of participants who have co-occurring disorders and are receiving both SUD and MH services.
- Implement a co-occurring treatment group for individuals receiving mental health services who identify or are identified as having co-occurring treatment needs and for individuals who are receiving SUD and MH services. The goal of this PIP is to increase and improve co-occurring treatment at TCHSA.

Background: With the departure of the last Quality Assurance Manager (QAM) in Spring of 2023, implementation of PIPs was not possible given lack of other staff to cover this duty.

Update for CY 2025: There were no PIPs active, and with the changes at the state level regarding PIPs, no efforts were made to create PIPs. However, some work was done around this area, as a co-occurring community group was started. There were two co-occurring group implemented this year. One group is for primary substance disorders and the other is for primary mental health. Prior FY 24-25 Goal: NOT MET.

CY 2025 Goal: DHCS is requiring all MHPs to conduct new clinical and non-clinical PIPs to begin in 2025 (with the first annual submissions due in July 2025) and conclude in 2027 (with the final annual submission due in July 2028). TCHSA's PIP selections will be as follows:

1. Non-Clinical PIP: Improve timely access from first contact from any referral source to first offered appointment for any SUD service or SMHS.

- Timeliness Standard: First contact/appointment offered from any referral within 10-days.
- Most Recent 12 Month Data Measurement Period: 12/12/2023-12/12/2024
- Numerator: 110
- Denominator: 180
- Rate: 61%

2. Clinical PIP: Follow-Up After Emergency Department Visit for Mental Illness (FUM) - Improving the FUM measure rate
    - Most Recent 12 Month Data Measurement Period: This not something that we were currently tracking, and we will need to establish a baseline.
    - Numerator: N/A
    - Denominator: N/A
    - Rate: N/A

Instructions
Counties shall report their planned expenditures for all behavioral health funding sources, not limited to only BHSA, along the Behavioral Health Care Continuum in Tab One.
For Annual Updates, counties should review and make updates only to the next fiscal year. For Intermittent Updates, counties should review and make updates to the current fiscal year.
Column C: counties shall indicate whether they provide each category of services using the check box.
Columns D through I: counties shall include their estimated total expenditures for the Integrated Plan period across all behavioral health funding sources and programs
by each Behavioral Health Care Continuum category. Counties should consider children/youth as 21 and under for Columns G - I.
Columns J and K: counties shall input their estimated total count of all individuals served through the county behavioral health system across all funding sources/programs.
These counts may be duplicated. Counties should consider eligible children/youth as 21 and under for Column K.
Row 38: the total projected expenditures in columns D through I and total projected individuals served annually in columns J and K will be auto-populated from rows 20 through 36.
Note: For a list of all funding streams that should be included in the projected expenditures calculation for each BH Care Continuum Category, please see the Behavioral Health
Services Act (BHSA) County Policy Manual Chapter 3, Section A.
Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in applicable laws,
regulations, and guidance, including the BHSA County Policy Manual. 2) Counties must promote access to care through efficient use of state and county resources as outlined
in Chapter 6, Section C of the BHSA County Policy Manual, including requiring BHSA-funded providers to bill appropriately for services covered by the county's
Medi-Cal Behavioral Health Delivery System and make a good faith effort to seek reimbursement from Medi-Cal managed care plans and commercial health insurance.
These policies apply only to non-Housing services that are eligible for both BHSA funding and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table One: Behavioral Health Care Continuum Projected Expenditures									
	Services Are Provided in County	Total Projected Expenditures On Adults and Older Adults (Year One)	Total Projected Expenditures On Adults and Older Adults (Year Two)	Total Projected Expenditures On Adults and Older Adults (Year Three)	Total Projected Expenditures on Children/Youth (under 21) (Year One)	Total Projected Expenditures on Children/Youth (under 21) (Year Two)	Total Projected Expenditures on Children/Youth (under 21) (Year Three)	Projected Individuals to be Served Annually (May be duplicated) Eligible Adults and Older Adults	Projected Individuals to be Served Annually (May be duplicated) Eligible Children/Youth (under 21)
Substance Use Disorder (SUD) Services									
Primary Prevention Services	☑	$ 253,950.00	$ 266,756.00	$ 279,205.00	$ 66,000.00	$ 66,000.00	$ 66,000.00	94.00	50.00
Early Intervention Services	☑	$ 1,903,643.00	$ 1,954,635.00	$ 1,987,462.00	$ 131,366.00	$ 137,410.00	$ 141,675.00	299	32.00
Outpatient Services	☑	$ 761,188.00	$ 794,049.00	$ 827,703.00	$ 54,000.00	$ 56,563.00	$ 58,569.00	299	32.00
Intensive Outpatient Services	☑	$ 332,519.00	$ 348,640.00	$ 359,919.00	$ 6,735.00	$ 6,284.00	$ 6,507.00	94	10.00
Crisis and Field-Based Services	☑	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 22,000.00	$ 22,000.00	$ 22,000.00	50	25.00
Residential Treatment Services	☑	$ 120,000.00	$ 126,000.00	$ 132,300.00	$ 10,000.00	$ 10,500.00	$ 11,025.00	15	1.00
Inpatient Services	☐	$ -	$ -	$ -	$ -	$ -	$ -	0	0.00
Mental Health (MH) Services									
Primary Prevention Services	☑	$ 253,950.00	$ 266,756.00	$ 279,205.00	$ 253,950.00	$ 266,756.00	$ 279,205.00	150	150
Early Intervention Services	☑	$ 4,007,891.00	$ 4,066,438.00	$ 4,122,590.00	$ 4,171,478.00	$ 4,232,414.00	$ 4,290,858.00	3288	3424
Outpatient and Intensive Outpatient Services	☑	$ 4,266,125.00	$ 4,289,639.00	$ 4,313,449.00	$ 4,011,050.00	$ 4,160,744.00	$ 4,318,920.00	1206	1056
Crisis Services	☑	$ 1,674,085.00	$ 1,722,574.00	$ 1,768,357.00	$ 1,742,415.00	$ 1,792,885.00	$ 1,840,536.00	980	1020
Residential Treatment Services	☑	$ 32,547.00	$ 34,174.00	$ 35,883.00	$ 13,259.00	$ 13,922.00	$ 14,618.00	7	3
Hospital and Acute Services	☑	$ 618,397.00	$ 649,317.00	$ 681,783.00	$ 251,931.00	$ 264,528.00	$ 277,754.00	135	55
Subacute and Long-Term Care Services	☑	$ 120,000.00	$ 126,000.00	$ 132,300.00	$ -	$ -	$ -	20	0
Housing Services (MH + SUD)									
Housing Services	☑	$ 565,854.00	$ 627,593.00	$ 685,328.00	$ -	$ -	$ -	5	0
Total Projected Expenditures and Individuals Served									
Total Projected Expenditures and Individuals Served (auto-populated)		$ 15,160,149.00	$ 15,522,571.00	$ 15,855,484.00	$ 10,734,184.00	$ 11,030,006.00	$ 11,327,667.00	6642	5858

Instructions
Counties shall report their planned expenditures for all behavioral health services and activities, not limited to only BHSA funded services and activities,
other than those that are part of the Behavioral Health Care Continuum in Tab Two.

Rows 17 through 20: counties shall include their estimated total expenditures for the Integrated Plan period across all behavioral health funding sources
and programs for each category listed. These costs are those that do not easily fit under the categories in Tab One, "BH CoC Expenditures."
Row 22: total projected expenditures will be auto-populated from rows 17 through 20.
For a list of all funding streams that should be included in the projected expenditures calculation for Table Two: Other County Expenditures please see
the Behavioral Health Services Act County Policy Manual Chapter 3 Section A.
Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in
applicable laws, regulations, and guidance, including the BHSA County Policy Manual. 2) Counties must promote access to care through efficient use of
state and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual, including requiring BHSA-funded providers to bill
appropriately for services covered by the county's Medi-Cal Behavioral Health Delivery System and make a good faith effort to seek reimbursement from
Medi-Cal managed care plans and commercial health insurance. These policies apply only to non-Housing services that are eligible for both BHSA funding
and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table Two: Other County Expenditures

Other Expenditures	Total Projected Expenditures (Year One)	Total Projected Expenditures (Year Two)	Total Projected Expenditures (Year Three)
Capital Infrastructure Activities	$ 55,000.00	$ 55,000.00	$ 55,000.00
Workforce Investment Activities	$ 71,000.00	$ 57,000.00	$ 57,000.00
Quality & Accountability, Data Analytics, and Plan Management & Administrative Activities (including indirect administrative activities)	$ 1,525,350.00	$ 1,545,490.00	$ 1,589,725.00
Other County Behavioral Health Agency Services/Activities (e.g., Public Guardian, CARE Act, LPS Conservatorships, DSH for Housing, Court Diversion Programs)	$ 1,536,134.00	$ 1,536,134.00	$ 1,536,134.00
Total Projected Expenditures			
Total Projected Expenditures (auto-populated)	$ 3,187,484.00	$ 3,193,624.00	$ 3,237,859.00

Instructions
Counties shall report their planned revenue across the county behavioral health delivery system to support all behavioral health services and programs by funding source
in Tab Three.
Rows 18 through 33: counties shall report projected expenditures for each funding source/program.
Row 21: for State General Fund, include funds received for the non-federal share of Medi-Cal payments.
Row 26: for Commercial Insurance (including Medicare), reporting reflects planned reimbursement obtained by county-operated providers, not county-contracted providers.
Row 35: total expenditures will be auto-populated from rows 18 through 33.
Row 36: will be auto-validated by DHCS against rows 35, 37, and 38. Validation: total projected expenditure variance should total out to $0.
Rows 37 and 38: will be auto-validated by DHCS against total projected expenditures in Tabs One and Two.
Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in applicable laws,
regulations, and guidance, including the BHSA County Policy Manual.
2) Counties must promote access to care through efficient use of state and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual,
including requiring BHSA-funded providers to bill appropriately for services covered by the county's Medi-Cal Behavioral Health Delivery System and make a good faith
effort to seek reimbursement from Medi-Cal managed care plans and commercial health insurance. These policies apply only to non-Housing services that are eligible for
both BHSA funding and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table Three: Projected Annual Expenditures by County BH Funding Source			
	Total Annual Projected Expenditures (Year One)	Total Annual Projected Expenditures (Year Two)	Total Annual Projected Expenditures (Year Three)
BHSA	$ 5,658,534.00	$ 6,275,935.00	$ 6,853,280.00
1991 Realignment (Bronzan-McCorquodale Act)	$ 2,191,439.00	$ 2,191,439.00	$ 2,191,439.00
2011 Realignment (Public Safety Realignment)	$ 132,056.00	$ 132,056.00	$ 132,056.00
State General Fund	$ 11,171,743.00	$ 11,171,743.00	$ 11,171,743.00
FFP (SMHS, DMC/DMC-ODS, NSMHS)	$ 1,540,138.00	$ 1,540,138.00	$ 1,540,138.00
Projects for Assistance in Transition from Homelessness (PATH)	$ 894,696.00	$ 894,696.00	$ 894,696.00
Community Mental Health Block Grant (MHBG)	$ 393,493.00	$ 393,493.00	$ 393,493.00
Substance Use Block Grant (SUBG)	$ 862,112.00	$ 862,112.00	$ 862,112.00
Commercial Insurance	$ 45,000.00	$ 45,000.00	$ 45,000.00
County General Fund	$ 25,944.00	$ 25,944.00	$ 25,944.00
Opioid Settlement Funds	$ 173,393.00	$ 173,393.00	$ 173,393.00
Other Funding Sources	**Total Annual Projected Expenditures (Year One)**	**Total Annual Projected Expenditures (Year Two)**	**Total Annual Projected Expenditures (Year Three)**
Other federal grants	$ -	$ -	$ -
Other state funding (including DSH funding)	$ 3,908,390.00	$ 3,908,390.00	$ 3,908,390.00
Other county mental health or SUD funding	$ 2,084,879.00	$ 2,131,862.00	$ 2,229,326.00
Other foundation funding	$ -	$ -	$ -
Summary	**Total Annual Projection (Year One)**	**Total Annual Projection (Year Two)**	**Total Annual Projection (Year Three)**
Total projected expenditures (all BH funding streams/ programs) (auto-populated)	$ 29,081,817.00	$ 29,746,201.00	$ 30,421,010.00
Total Projected Expenditure Variance	$ -	$ -	$ -
Auto-validation: Table 1: Behavioral Health Care Continuum Projected Expenditures	$ 25,894,333.00	$ 26,552,577.00	$ 27,183,151.00
Auto-validation: Table 2: Other County Expenditures	$ 3,187,484.00	$ 3,193,624.00	$ 3,237,859.00

Instructions

Counties shall report their base BHSA funding allocations, approved Housing Intervention Component Exemptions, and planned transfers on this sheet. **All counties must complete this sheet.**

Rows 38-40: input your county's base BHSA funding allocation by component and year.
Rows 43-54: this section will be auto-populated from the sections below it.
Rows 43, 49, and 53: the total adjusted allocation percentages for each component, inclusive of both exemptions and transfers.
Rows 44, 50, and 54: is the projected amount of funding, in dollars, based on the adjusted total allocation percentages.
Row 45: reflects the unspent MHSA funding that will be transferred to each of the Behavioral Health Services Act (BHSA) component allocations.
Row 46: reflects the excess prudent reserve funding that will be transferred to each of the BHSA components.
Rows 58, 80, and 102: the base funding amount for Housing Interventions will auto-populate from Column C, rows 38-40.
Rows 59, 81, and 103: if your county has an approved housing exemption, enter the percent of funds you are moving out of Housing Interventions into the other components. Enter this percentage as a positive value.
It will automatically display as a negative value in the cell.
Rows 60, 82, and 104: if your county has an approved housing exemption, enter the percent of funds you are moving out of the other components and into Housing interventions.
Enter this percentage as a positive value.
Rows 63, 85, 107: the base funding amount for Full Service Partnerships will auto-populate from Column D, rows 38-40.
Rows 68, 90, 112: the base funding amount for Behavioral Health Services and Supports will auto-populate from Column E, rows 38-40.
Rows 64, 69, 86, 91, 108, and 113: enter the percentage transferred out of Full Service Partnerships (FSP) and Behavioral Health Services and Supports (BHSS) into Housing Interventions, respectively.
Rows 65, 70, 87, 92, 109, and 114: enter the percentage transferred from Housing Interventions into Full Service Partnerships (FSP) and Behavioral Health Services and Supports (BHSS), respectively.
Rows 74, 96, 118: the updated base percentage will be auto-populated for Housing Interventions, FSP, and BHSS, respectively. Ensure the validation states "Row Equals 100%."
Rows 75, 97, 119: enter the amount you are transferring out of each component as a positive number. It will automatically display as a negative value. Ensure the validation states, "Row Does Not Exceed 14%."
Rows 76, 98, 120: enter the amount you are transferring into each component as a positive number. Ensure the validation states, "Transfers Out and In Equal."
Note: If your county plans to use Housing Intervention funds (up to 7 percent) to provide outreach and engagement, the amount of funds the county can transfer out of the Housing Intervention component (Row 75)

must be decreased by the corresponding amount. Counties will document the amount dedicated to outreach and engagement in Tab 5. Housing Interventions.

Rows 77, 99, 121: the updated base percentage will be auto-populated for Housing Interventions, FSP, and BHSS, respectively. Ensure the validation states, "Row Equals 100%."

Rows 124-130: enter the amount of MHSA funds by component allocation transferring to each BHSA component. Encumbered unspent MHSA funds tied to WET, CFTN, or INN should be included; unencumbered INN

funds should also be included. Please see Policy Manual Chapter 6, Section 7 for additional information.

Row 130: the total dollar amount of MHSA Transfers to BHSA is auto-populated.

Row 133: enter the dollar amount of prior year prudent reserve ending balance

Row 134: enter the prudent reserve maximum for your county.

Row 135: the dollar amount of excess prudent reserve funding to be transferred out of the prudent reserve will auto-populate. **Negative values indicate no transfer is necessary.**

Rows 136-138: enter the amount of excess prudent reserve funds allocated to each component.

Row 139: the total transferred excess prudent reserve is auto-populated.

Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in applicable laws, regulations, and guidance, including the BHSA County Policy

Manual. 2) Counties must promote access to care through efficient use of state and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual, including requiring BHSA-funded providers to

bill appropriately for services covered by the county's Medi-Cal Behavioral Health Delivery System and make a good faith effort to seek reimbursement from Medi-Cal managed care plans and commercial health insurance.

These policies apply only to non-Housing services that are eligible for both BHSA funding and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table Four: BHSA Transfers

	County Base BHSA Funding Allocations Housing Intervention	County Base BHSA Funding Allocations Full-Service Partnership	County Base BHSA Funding Allocations Behavioral Health Services and Support	County Base BHSA Funding Allocations Total
Year One Component Allocation (dollars)	$ 1,697,562.00	$ 1,980,486.00	$ 1,980,486.00	$ 5,658,534.00
Year Two Component Allocation (dollars)	$ 1,882,781.00	$ 2,196,577.00	$ 2,196,577.00	$ 6,275,935.00
Year Three Component Allocation (dollars)	$ 2,055,984.00	$ 2,398,648.00	$ 2,398,648.00	$ 6,853,280.00

BHSA Transfers Year One Summary (auto-populated)				
	Housing Intervention	Full-Service Partnership	Behavioral Health Services and Support	Totals
Adjusted Total Allocation Percentages (Exemptions and Transfers)	10%	45%	45%	100%
Projected Component Allocation (Based on Adjusted Allocation Percentages)	$ 565,854.00	$ 2,546,339.14	$ 2,546,339.14	$ 5,658,532.29
Unspent Mental Health Services Act (MHSA) to BHSA	$ -	$ 2,242,955.00	$ 1,586,144.00	$ 3,829,099.00
Excess Prudent Reserve (PR) to BHSA	$ -	$ -	$ -	$ -

BHSA Transfers Year Two Summary (auto-populated)				
	Housing Intervention	Full-Service Partnership	Behavioral Health Services and Support	Totals
Adjusted Total Allocation Percentages (Exemptions and Transfers)	10%	45%	45%	100%
Projected Component Allocation (Based on Adjusted Allocation Percentages)	$ 627,593.67	$ 2,824,170.43	$ 2,824,170.43	$ 6,275,934.52

BHSA Transfers Year Three Summary (auto-populated)				
	Housing Intervention	Full-Service Partnership	Behavioral Health Services and Support	Totals
Adjusted Total Allocation Percentages (Exemptions and Transfers)	10%	45%	45%	100%
Projected Component Allocation (Based on Adjusted Allocation Percentages)	$ 685,328.00	$ 3,083,976.00	$ 3,083,976.00	$ 6,853,280.00

Funding Transfer Request Allocations

Behavioral Health Services Fund (BHSF) Housing Intervention Component Exemption (Ability to change component's overall percentage) (Year One)		
Base Component (Year One)	**Housing Intervention Percentage (Year One)**	**Housing Intervention Funds (Year One)**
Base Percentage and Funding	30%	$ 1,697,562.00
Percentage Reduced	-20%	$ 1,131,708.00
Percentage Added	0%	$ -
New Housing Interventions Base Percentage (auto-populated)	10%	$ 565,854.00
Transferred To/From	**Full Service Partnership Percentage (Year One)**	**Full Service Partnership Funds (Year One)**
Base Percentage and Funding	35%	$ 1,980,486.00
Percentage Reduced	0%	$ -
Percentage Added	10%	$ 565,853.14
New FSP Base Percentage (auto-populated)	45%	$ 2,546,339.14
Transferred To/From	**Behavioral Health Services and Support Percentage (Year One)**	**Behavioral Health Services and Support Funding (Year One)**
Base Percentage and Funding	35%	$ 1,980,486.00
Percentage Reduced	0%	$ -
Percentage Added	10%	$ 565,853.14
New BHSS Base Percentage (auto-populated)	45%	$ 2,546,339.14

Funding Transfers (Year One)				
	Housing Intervention (Year One) (1)	Full-Service Partnership (Year One)	Behavioral Health Services and Support (Year One)	Validation
Base Percentage after Housing Intervention Component Exemption (auto-populated)	10%	45%	45%	Row Equals 100%
Amount Transferring Out	0%	0%	0%	Row Does Not Exceed 14%
Amount Transferring In	0%	0%	0%	Transfers Out and In Equal
New Base Percentage after Funding Transfer Request (auto-populated)	10%	45%	45%	Row Equals 100%

Behavioral Health Services Fund (BHSF) Housing Intervention Component Exemption (Ability to change component's overall percentage) (Year Two)		
Base Component (Year Two)	Housing Intervention Percentage (Year Two)	Housing Intervention Funds (Year Two)
Base Percentage and Funding	30%	$ 1,882,781.00
Percentage Reduced	-20%	$ 1,255,187.33
Percentage Added	0%	$ -
New Housing Interventions Base Percentage (auto-populated)	10%	$ 627,593.67
Transferred To/From	Full Service Partnership Percentage (Year Two)	Full Service Partnership Funds (Year Two)
Base Percentage and Funding	35%	$ 2,196,577.00
Percentage Reduced	0%	$ -
Percentage Added	10%	$ 627,593.43
New FSP Base Percentage (auto-populated)	45%	$ 2,824,170.43
Transferred To/From	Behavioral Health Services and Support Percentage (Year Two)	Behavioral Health Services and Support Funding (Year Two)
Base Percentage and Funding	35%	$ 2,196,577.00
Percentage Reduced	0%	$ -
Percentage Added	10%	$ 627,593.43
New BHSS Base Percentage (auto-populated)	45%	$ 2,824,170.43

Funding Transfers (Year Two)				
	Housing Intervention (Year Two) (1)	Full-Service Partnership (Year Two)	Behavioral Health Services and Support (Year Two)	Validation
Base Percentage after Housing Intervention Component Exemption (auto-populated)	10%	45%	45%	Row Equals 100%
Amount Transferring Out	0%	0%	0%	Row Does Not Exceed 14%
Amount Transferring In	0%	0%	0%	Transfers Out and In Equal
New Base Percentage after Funding Transfer Request (auto-populated)	10%	45%	45%	Row Equals 100%

Behavioral Health Services Fund (BHSF) Housing Intervention Component Exemption (Ability to change component's overall percentage) (Year Three)		
Base Component	**Housing Intervention Percentage (Year Three)**	**Housing Intervention Funds (Year Three)**
Base Percentage and Funding	30%	$ 2,055,984.00
Percentage Reduced	-20%	$ 1,370,656.00
Percentage Added	0%	$ -
New Housing Interventions Base Percentage (auto-populated)	10%	$ 685,328.00
Transferred To/From	**Full Service Partnership Percentage (Year Three)**	**Full Service Partnership Funds (Year Three)**
Base Percentage and Funding	35%	$ 2,398,648.00
Percentage Reduced	0%	$ -
Percentage Added	10%	$ 685,328.00
New FSP Base Percentage (auto-populated)	45%	$ 3,083,976.00
Transferred To/From	**Behavioral Health Services and Support Percentage (Year Three)**	**Behavioral Health Services and Support Funding (Year Three)**
Base Percentage and Funding	35%	$ 2,398,648.00
Percentage Reduced	0%	$ -
Percentage Added	10%	$ 685,328.00
New BHSS Base Percentage (auto-populated)	45%	$ 3,083,976.00

Funding Transfers (Year Three)				
	Housing Intervention (Year Three) (1)	Full-Service Partnership (Year Three)	Behavioral Health Services and Support (Year Three)	Validation
Base Percentage after Housing Intervention Component Exemption (auto-populated)	10%	45%	45%	Row Equals 100%
Amount Transferring Out	0%	0%	0%	Row Does Not Exceed 14%
Amount Transferring In	0%	0%	0%	Transfers Out and In Equal
New Base Percentage after Funding Transfer Request (auto-populated)	10%	45%	45%	Row Equals 100%

MHSA Transfers to BHSA				
MHSA Component	Available Unspent BHSA Funds	Transferred to Housing Intervention	Transferred to Full-Service Partnership	Transferred to Behavioral Health Services and Support
CSS	$ 1,242,955.00	$ -	$ 1,242,955.00	$ -
PEI	$ 2,460,144.00	$ -	$ 1,000,000.00	$ 1,460,144.00
Encumbered INN	$ -	$ -	$ -	$ -
Unencumbered INN	$ -	$ -	$ -	$ -
WET	$ 71,000.00			$ 71,000.00
CFTN	$ 55,000.00			$ 55,000.00
Total (auto-populated)	$ 3,829,099.00	$ -	$ 2,242,955.00	$ 1,586,144.00

Excess Prudent Reserve to BHSA Components	
Transfer from Prudent Reserve to BHSA Component Allocation	Amount
Estimated Local Prudent Reserve Balance At End of Previous Fiscal Year	$ 550,618.00
Local Prudent Reserve Maximum (2)	$ 1,397,657.11
Excess Prudent Reserve Funding that must be transferred	**$ (847,039.11)**
Housing Intervention (3)	$ -
FSP	$ -
BHSS (4)	$ -
Total Transferred Excess Prudent Reserve (auto-populated)	$ -

References

1. BHSA County Policy Manual section 6.B.5 states counties may use up to seven percent of Housing Interventions component funds on outreach and engagement. The amount of funds transferred out of the Housing Interventions component into another funding component must be decreased by a corresponding amount. Counties are not required to use Housing Intervention component funding for outreach and engagement, or other funding transfer requests. It remains at the discretion of the counties to transfer up to a total of 14 percent of its BHSA funds in a fiscal year.

2. W&I Code § 5892, subdivision (b)(3)-(4) states a county's prudent reserve must not exceed 20% of average of the total funds distributed to the county Behavioral Health Services Fund over past five years (25% for counties with a population of less than 200,000).

3. W&I Code § 5892, subdivision (b)(6)(B) states prudent reserve funding cannot be spent on capital development.

Instructions
Counties shall report their projected expenditures for their BHSA Housing Interventions allocation component. Counties shall report projected expenditures for all
other non-BHSA funding sources in Tab Five.
Rows 39-42: input the estimated total Housing Intervention component allocation received for each year. Row 39 will auto-populate from Tab Four in the BHSA Transfers tab.
Input unspent MHSA dollars carried over to this component into row 42. Row 43 will auto-populate the sum of rows 40-42 to account for total funding.
Row 40: input the total dollar amount projected to be added to Housing Intervention component funds from the prudent reserve, if applicable. If you reported on Tab 4, row 136 that you will be
transferring excess PR funds to Housing Interventions please report them here.
Rows 47-64: input the projected expenditures for each Housing Intervention component service category or program for each year.
Row 46: the aim of Housing Interventions is to help individuals achieve permanent housing stability. To the maximum extent possible, counties should seek to place
individuals in permanent housing settings. Housing Interventions may only be used for placement in interim settings for a limited time, 6 months for BHSA eligible
individuals who have exhausted the Transitional Rent benefit and 12 months for BHSA eligible individuals not eligible to receive Transitional Rent
through their Medi-Cal MCP.
Row 51: pursuant to W&I Code section 5830, subdivision (c)(2), BHSA Housing Interventions may not be used for housing services covered by Medi-Cal Managed
Care Plans (MCP). Please indicate the projected expenditures for BHSA funding ONLY in columns C, D, and E. Please indicate the projected expenditures for all other
funding sources excluding BHSA in columns F, G, and H.
Row 63: input expenditures for BHSA-funded innovation pilots or projects.
Row 64: input expenditures for any encumbered MHSA INN Projects with services that do NOT align with the sub-allocations above.

Row 65: the sub-total will be auto-populated, excluding the percentage of rental and operating subsidies administered through Flex Pools.
Row 67: input the total dollar amount projected to be transferred out of Housing Intervention component funds into the prudent reserve.
Row 69 enter the total amount of direct and indirect costs required to implement this component. (See Policy Manual Chapter 6. BHT Fiscal Policies, Section B.8.2 Direct Costs and Indirect Costs).
Row 70: the overall total of Housing Intervention expenditures will be auto-populated from rows 65, 67, and 69.
Row 72: input the total dollar amount for Housing Intervention component programs and services that will be dedicated to the chronically homeless population.
This amount should equal 50% of Housing Interventions component allocation.
Row 73: input the total dollar amount for Housing Intervention component programs and services that will be dedicated to serving individuals with only a substance
use disorder, if provided by the county. DHCS recognizes there may be duplication with funds captured in row 72.
Row 75: the proportion of funds dedicated to capital development will be auto-populated**.**
Row 76: the proportion of funds dedicated to the chronically homeless population will be auto-populated**.**
Row 77: the proportion of funds dedicated to Outreach and Engagement will be auto-populated.
Rows 79-80: input the estimated unduplicated count of individuals that will be served across all Housing Intervention component services.
Row 82: auto-populates projected estimated amount of MHSA Encumbered INN funds that will be available in the BHSA HI component for each year.
Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in applicable laws,
regulations, and guidance, including the BHSA County Policy Manual.
2) Counties must promote access to care through efficient use of state and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual, including
requiring BHSA-funded providers to bill appropriately for services covered by the county's Medi-Cal Behavioral Health Delivery System and make a good faith effort to
seek reimbursement from Medi-Cal managed care plans and commercial health insurance. These policies apply only to non-Housing services that are eligible for both BHSA

funding and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table Five: BHSA Components			
	Total Housing Interventions Funding (Year One)	**Total Housing Interventions Funding (Year Two)**	**Total Housing Interventions Funding (Year Three)**
Total Estimated Housing Intervention Funding Received (BHSA Funds)	$ 565,854.00	$ 627,593.00	$ 685,328.00
Transfers into Housing Intervention component from Local Prudent Reserve	$ -	$ -	$ -
Total Estimated Housing Intervention Funding Allocated (MHSA - Unspent Carryover Funds)	$ -	$ -	$ -
Total Estimated Housing Intervention Funding (BHSA + MHSA Funds)	$ 565,854.00	$ 627,593.00	$ 685,328.00

Housing Interventions Category						
Type of Service	**Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year One)**	**Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year Two)**	**Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year Three)**	**Projected Expenditures - All Other Funding Sources (Year One)**	**Projected Expenditures - All Other Funding Sources (Year Two)**	**Projected Expenditures - All Other Funding Sources (Year Three)**
Housing Interventions Component Programs/Services						
Non-Time Limited Permanent Settings (e.g., supportive housing, apartments, single and multi-family homes, shared housing) (2)						
Rental Subsidies	$ -	$ -	$ -	$ -	$ -	$ -
Operating Subsidies	$ 565,854.00	$ 627,593.00	$ 685,328.00	$ -	$ -	$ -
Bundled Rental and Operating Subsidies	$ -	$ -	$ -	$ -	$ -	$ -
% of Rental and Operating Subsidies Administered through Flex Pools	0%	0%	0%	0%	0%	0%

Time Limited Interim Settings (e.g., hotel and motel stays, non-congregate interim housing models, recuperative care) (2)						
Rental Subsidies	$ -	$ -	$ -	$ -	$ -	$ -
Operating Subsidies	$ -	$ -	$ -	$ -	$ -	$ -
Bundled Rental and Operating Subsidies	$ -	$ -	$ -	$ -	$ -	$ -
% of Rental and Operating Subsidies Administered through Flex Pools	0%	0%	0%	0%	0%	0%
Other Housing Interventions						
Other Housing Supports: Landlord Outreach and Mitigation Funds (2)	$ -	$ -	$ -	$ -	$ -	$ -
Other Housing Supports: Participant Assistant Funds (2)	$ -	$ -	$ -	$ -	$ -	$ -
Other Housing Supports: Housing Transition Navigation Services and Housing Tenancy Sustaining Services (2)	$ -	$ -	$ -	$ -	$ -	$ -
Other Housing Supports: Outreach and Engagement (2)	$ -	$ -	$ -	$ -	$ -	$ -
Capital Development Projects	$ -	$ -	$ -	$ -	$ -	$ -
Housing Flex Pool Expenditures (start-up expenditures)	$ -	$ -	$ -	$ -	$ -	$ -
BHSA Innovative Housing Intervention Pilots and Projects	$ -	$ -	$ -	$ -	$ -	$ -
MHSA INN Projects	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal (auto-populated)	$ 565,854.00	$ 627,593.00	$ 685,328.00	$ -	$ -	$ -

Housing Interventions Transfer Information	**Year One**	**Year Two**	**Year Three**
Transfers out of Housing Intervention component into Local Prudent Reserve (6)	$ -	$ -	$ -

Housing Interventions Component Administrative Information	**Year One**	**Year Two**	**Year Three**
Housing Interventions Component Admin Expenses	$ -	$ -	$ -
Total Housing Interventions Expenditures (auto-populated)	$ 565,854.00	$ 627,593.00	$ 685,328.00

Housing Interventions Populations to be Served	**Year One**	**Year Two**	**Year Three**
Total Housing Interventions Component Funds Dedicated to Chronically Homeless Population (5)	$ 282,927.00	$ 313,797.00	$ 342,664.00
Total Housing Interventions Component Funds Dedicated to Serving Individuals with a SUD only (5)	$ 141,463.00	$ 156,898.00	$ 171,332.00

Housing Interventions Component Funds Validation (auto-populated based on inputs above)	Year One	Year Two	Year Three
Housing Intervention Component Funds Dedicated to Capital Development/Total Housing Interventions Funding (7) (auto-populated)	0.0%	0.0%	0.0%
Housing Interventions Component Funds Dedicated to Chronically Homeless Population/Total Housing Intervention Component Funding (8) (auto-populated)	50.0%	50.0%	50.0%
Housing Interventions Component Funds Used for Outreach and Engagement (2) (auto-populated)	0.0%	0.0%	0.0%
Projected Individuals to be Served (Unduplicated)	**Year One**	**Year Two**	**Year Three**
Eligible Children/TAY (25 years and younger)			
Eligible Adults/Older Adults	5	5	5
Projected MHSA-Origin Encumbered INN Funds Available (exempt from suballocation requirements)	**Year One**	**Year Two**	**Year Three**
MHSA "Encumbered" INN	$ -	$ -	$ -

References
1. W&I Code § 5892, subdivision (a)(1)(A)(i) states 30% of BHSA funds distributed to counties shall be used for Housing Interventions.
2. See Policy Manual Section 7.C.9 Allowable Expenditures and Related Requirements for further information regarding allowable Housing Interventions expenditures.
3. Single room occupancy and recovery housing can be interim or permanent. If interim, Housing Interventions is limited to 6 months for those who have exhausted Transitional Rent or 12 months for those not eligible for Transitional Rent. Appendix B of the Policy Manual includes a crosswalk of coverage by select programs.
4. Congregate settings that have only a small number of individuals per room and sufficient common space (not larger dormitory sleeping halls) and does not include behavioral health residential treatment settings.
5. Counties must provide Housing Intervention services to eligible children, youth, and adults (defined in W&I Code section 5892) who are chronically homeless, experiencing homelessness, or at risk of homelessness. The provision of BHSA-funded Housing Interventions specifically for individuals with a substance use disorder is optional for counties, per W&I Code section 5891, subdivision (a)(2).
6. W&I Code § 5892, subdivision (b)(2).
7. W&I Code § 5892, subdivision (a)(1)(A)(iii) states no more than 25% of Housing Interventions funds may be used for capital development.
8. W&I Code § 5892, subdivision (a)(1)(A)(ii) states 50% of Housing Interventions funds shall be used for housing interventions for persons who are chronically homeless, with a focus on those in encampments.

Instructions
Counties shall report their projected expenditures of their Full Service Partnership (FSP) funding for their BHSA allocation component, federal financial participation, and all other non-BHSA funding sources in Tab Six.
Rows 24-27: input the total estimated FSP component allocation received for each year. Row 24 will auto-populate from Tab Four in the BHSA Transfers tab.
Input unspent MHSA dollars carried over to this component into row 26. Row 27 will auto-populate the sum of rows 24-26 to account for total funding.
Row 26: input the total dollar amount projected to be added to FSP from the prudent reserve, if applicable. If you reported on Tab 4, row 137 that you will be transferring excess PR funds to FSP please report them here.
Rows 31-40: input the projected expenditures for each FSP service category or program for each year.
Note: DHCS expects other required uses of FSP funding (e.g., mental health services, supportive services, substance use disorder (SUD) treatment services, ongoing engagement services) to be captured within rows 31-36.
Any mental health and supportive service or SUD treatment service expenditures not included in these rows should be accounted for in rows 37-38, accordingly.
Row 39: input expenditures for BHSA-funded innovation pilots or projects.
Row 40: input expenditures for any encumbered MHSA INN Projects with services that do NOT align with the sub-allocations above.
Row 41: the subtotal of FSP programs/services will be auto-populated from rows 31-40.
Row 43: input the total dollar amount projected to be transferred out of FSP into the prudent reserve.
Row 45: enter the total amount of direct and indirect costs required to implement this component. (See Policy Manual Chapter 6. BHT Fiscal Policies, Section B.8.2 Direct Costs and Indirect Costs).
Row 46: total projected expenditures for FSP for each year will be auto-populated from rows 41, 43, and 45.
Rows 48 and 49: input the estimated unduplicated count of individuals that will be served across all FSP programs.
Row 51: auto-populates projected estimated amount of MHSA Encumbered INN funds that will be available in the BHSA FSP component for each year.
Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in applicable laws, regulations, and guidance, including the BHSA County
Policy Manual.

2) Counties must promote access to care through efficient use of state and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual, including requiring BHSA-funded providers to bill
appropriately for services covered by the county's Medi-Cal Behavioral Health Delivery System and make a good faith effort to seek reimbursement from Medi-Cal managed care plans and commercial health insurance.
These policies apply only to non-Housing services that are eligible for both BHSA funding and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table Six: BHSA Components

	Total Full Service Partnership (FSP) Funding (Year One)	Total Full Service Partnership (FSP) Funding (Year Two)	Total Full Service Partnership (FSP) Funding (Year Three)
Total Estimated Full Service Partnership Funding Received (BHSA Funds)	$ 2,546,339.00	$ 2,824,170.00	$ 3,083,976.00
Transfers into Full Service Partnership component from Local Prudent Reserve	$ -	$ -	$ -
Total Estimated Full Service Partnership Funding Allocated (MHSA - Unspent Carryover Funds)	$ 2,242,955.00	$ 1,954,875.00	$ 1,755,640.00
Total Estimated Full Service Partnership Funding (BHSA + MHSA Funds)	$ 4,789,294.00	$ 4,779,045.00	$ 4,839,616.00

Full Service Partnership Category (1)									
Type of Service	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year One)	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year Two)	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year Three)	Projected Expenditures - Federal Financial Participation (Year One)	Projected Expenditures - Federal Financial Participation (Year Two)	Projected Expenditures - Federal Financial Participation (Year Three)	Projected Expenditures - All Other Funding Sources (Year One)	Projected Expenditures - All Other Funding Sources (Year Two)	Projected Expenditures - All Other Funding Sources (Year Three)
FSP Programs/Services									
Assertive Community Treatment (ACT)(2)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Forensic Assertive Community Treatment (FACT) Fidelity (2)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FSP Intensive Case Management	$ 1,881,382.00	$ 1,907,026.00	$ 1,932,339.00	$ -	$ -	$ -	$ 1,509,105.00	$ 1,509,105.00	$ 1,509,105.00
High Fidelity Wraparound	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ -	$ -	$ -	$ 250,000.00	$ 250,000.00	$ 250,000.00
Individual Placement and Support (IPS) Model of Supported Employment (2)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Assertive Field-Based Initiation for SUD Treatment Services	$ 332,519.00	$ 348,640.00	$ 359,919.00	$ -	$ -	$ -	$ -	$ -	$ -
Other mental health or supportive services not already captured above (e.g., outreach, other recovery-oriented services, peers, etc.): Please define	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other substance use disorder treatment services not already captured above (primary SUD FSP programs, innovation, etc.): Please define	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BHSA Innovative FSP Pilots and Projects	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MHSA INN Projects	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal (auto-populated)	$ 2,463,901.00	$ 2,505,666.00	$ 2,542,258.00	$ -	$ -	$ -	$ 1,759,105.00	$ 1,759,105.00	$ 1,759,105.00

FSP Transfer Information	Year One	Year Two	Year Three
Transfers out of FSP component into Local Prudent Reserve	$ -	$ -	$ -
FSP Administrative Information	**Year One**	**Year Two**	**Year Three**
FSP Component Admin Expenses	$ 992,889.00	$ 1,018,533.00	$ 1,043,847.00
Total Full Service Partnership Expenditures (auto-populated)	$ 3,456,790.00	$ 3,524,199.00	$ 3,586,105.00
Projected Individuals to be Served (Unduplicated)	**Year One**	**Year Two**	**Year Three**
Eligible Children/TAY (25 years and younger)	70	70	70
Eligible Adults/Older Adults	1206	1206	1206
Projected MHSA-Origin Encumbered INN Funds Available (exempt from suballocation requirements)	**Year One**	**Year Two**	**Year Three**
MHSA "Encumbered" INN	$ -	$ -	$ -

References
1. W&I Code § 5892, subdivision (a)(2)(A) states 35% of BHS funds distributed to counties shall be used for Full Service Partnership Programs.
2. May be bundled or un-bundled depending on county BH-CONNECT opt-in.

Instructions
Counties shall report their projected expenditures of their Behavioral Health Services and Supports funding for their BHSA allocation component, federal financial participation, and all other non-BHSA funding sources in Tab Seven.
Row 26-29: input the total estimated BHSS component allocation received for each year. Row 26 will auto-populate from Tab Four in the BHSA Transfers tab.
Row 27: input the total dollar amount projected to the BHSS funding component from the prudent reserve (if applicable). If you reported on Tab 4, row 138 that you will be transferring excess PR funds to BHSS please report them here.
Input unspent MHSA dollars carried over to this component into row 28. Row 29 will auto-populate the sum of rows 26-28.
Rows 33-46: input the projected expenditures for each BHSS service category or program for each year. Rows 35, 39, and 42 auto-populate from their sub rows.
Row 45: input expenditures for BHSA-funded innovation pilots or projects.
Row 46: input expenditures for any encumbered MHSA INN Projects with services that do NOT align with the sub-allocations above.
Row 47: the subtotal for projected expenditures will be auto-populated from rows 33 - 35, 38, 39, 42, 45, and 46.
Row 49: input the total dollar amount projected to be transferred out of the BHSS funding component into the prudent reserve.
Row 51: enter the total amount of direct and indirect costs required to implement this component. (See Policy Manual Chapter 6. BHT Fiscal Policies, Section B.8.2 Direct Costs and Indirect Costs).
Row 52: the total for projected BHSS expenditures will be auto-populated from rows 47, 49, and 51.
Row 54: input the total dollar amount of Youth-Focused (25 years and younger) Early Intervention Expenditures.
Row 56: the proportion of EI funds will auto-populate from rows 29 and 35. Note: MHSA WET, INN, and CF/TN funds in Rows 65-67 will be deducted from the revenue (excluded from the denominator).
Row 57: the proportion of Youth-Focused (25 years and younger) EI funds will auto-populate from rows 35 and 54.
Rows 59-60: input the estimated unduplicated count of individuals that will be served across all BHSA-funded programs.
Rows 62-63: input the estimated amount of BHSS funds that will be transferred to WET and CF/TN for each year.
Rows 65-67: auto-populates projected estimated amount of MHSA WET, CF/TN, and Encumbered INN funds that will be available in the BHSA BHSS component for each year.

Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in applicable laws, regulations,
and guidance, including the BHSA County Policy Manual. 2) Counties must promote access to care through efficient use of state and county resources as outlined in
Chapter 6, Section C of the BHSA County Policy Manual, including requiring BHSA-funded providers to bill appropriately for services covered by the county's Medi-Cal
Behavioral Health Delivery System and make a good faith effort to seek reimbursement from Medi-Cal managed care plans and commercial health insurance.
These policies apply only to non-Housing services that are eligible for both BHSA funding and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table Seven: BHSA Components

	Total Behavioral Health Services and Supports (BHSS) Funding (Year One)	Total Behavioral Health Services and Supports (BHSS) Funding (Year Two)	Total Behavioral Health Services and Supports (BHSS) Funding (Year Three)
Total Estimated Behavioral Health Services and Support Funding Received (BHSA Funds)	$ 2,546,339.00	$ 2,824,170.00	$ 3,083,976.00
Transfers into Behavioral Health Services and Support component from Local Prudent Reserve	$ -	$ -	$ -
Total Estimated Behavioral Health Services and Support Funding Allocated (MHSA - Unspent Carryover Funds)	$ 1,586,144.00	$ 1,100,000.00	$ 900,000.00
Total Estimated Behavioral Health Services and Support Funding (BHSA + MHSA Funds)	$ 4,132,483.00	$ 3,924,170.00	$ 3,983,976.00

Behavioral Health Services and Supports Category (1)									
Type of Service	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year One)	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year Two)	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year Three)	Projected Expenditures - Federal Financial Participation (Year One)	Projected Expenditures - Federal Financial Participation (Year Two)	Projected Expenditures - Federal Financial Participation (Year Three)	Projected Expenditures - All Other Funding Sources (Year One)	Projected Expenditures - All Other Funding Sources (Year Two)	Projected Expenditures - All Other Funding Sources (Year Three)
BHSS Programs/Services									
Children's System of Care-Non FSP (25 years and younger)	$ 820,281.00	$ 801,255.00	$ 801,408.00	$ -	$ -	$ -	$ 595,295.00	$ 595,295.00	$ 595,295.00
Adult and Older Adult System of Care, Excluding Populations Identified in 5892(a)(1) and 5892(a)(2)-Non FSP	$ 820,280.00	$ 801,255.00	$ 801,407.00	$ -	$ -	$ -	$ 595,294.00	$ 595,294.00	$ 595,294.00
Early Intervention Expenditures	$ 2,278,988.00	$ 2,120,430.00	$ 2,178,631.00	$ -	$ -	$ -	$ 1,850,362.00	$ 1,850,362.00	$ 1,850,362.00
Coordinated Specialty Care for First Episode Psychosis	$ 213,897.00	$ 221,098.00	$ 249,250.00	$ -	$ -	$ -	$ -		$ -
All Other EI Expenditures	$ 2,065,091.00	$ 1,899,332.00	$ 1,929,381.00	$ -	$ -	$ -	$ 1,850,362.00	$ 1,850,362.00	$ 1,850,362.00
Outreach and Engagement	$ 86,934.00	$ 89,230.00	$ 90,530.00	$ -	$ -	$ -	$ -	$ -	$ -
Workforce Education and Training (WET)	$ 71,000.00	$ 57,000.00	$ 57,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Dedicated BHSA WET funds		$ 57,000.00	$ 57,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Dedicated MHSA WET funds	$ 71,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Facilities and Technological Needs (CFTN)	$ 55,000.00	$ 55,000.00	$ 55,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Dedicated BHSA CF/TN funds		$ 55,000.00	$ 55,000.00	$ -	$ -	$ -	$ -	$ -	$ -
Dedicated MHSA CF/TN funds	$ 55,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BHSA Innovative BHSS Pilots and Projects	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
MHSA INN Projects	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal (auto-populated)	$ 4,132,483.00	$ 3,924,170.00	$ 3,983,976.00	$ -	$ -	$ -	$ 3,040,951.00	$ 3,040,951.00	$ 3,040,951.00

BHSS Prudent Reserve Transfer Information	Year One	Year Two	Year Three
Transfers out of BHSS component into Local Prudent Reserve	$ -	$ -	$ -

BHSS Administrative Information	Year One	Year Two	Year Three
BHSS Component Admin Expenses	$ 157,567.00	$ 160,194.00	$ 162,819.00
Total Behavioral Health Services and Supports Expenditures (auto-populated)	$ 4,290,050.00	$ 4,084,364.00	$ 4,146,795.00

Youth-Focused Early Intervention Expenditures	Year One	Year Two	Year Three
Total Youth-Focused (25 years and younger) Early Intervention Expenditures	$ 1,162,284.00	$ 1,081,420.00	$ 1,111,102.00

Behavioral Health Services and Supports Validation (auto-populated based on inputs above)	Year One	Year Two	Year Three
BHSS Funds Early Intervention Expenditures/Total BHSS Funding (2)	57.7%	54.0%	54.7%
Youth-Focused (25 years and younger) Early Intervention Expenditures/Total Allocated Early Intervention Funds (3)	51.0%	51.0%	51.0%
Projected Individuals to be Served (Unduplicated)	**Year One**	**Year Two**	**Year Three**
Eligible Children/TAY (25 years and younger)	3424	3500	3554
Eligible Adults/Older Adults	3288	3350	3415
Projected BHSS Funds transferred to WET or CF/TN	**Year One**	**Year Two**	**Year Three**
BHSS transfer to WET		$ 57,000.00	$ 57,000.00
BHSS transfer to CF/TN		$ 55,000.00	$ 55,000.00
Projected MHSA-Origin WET, CF/TN and Encumbered INN Funds Available (exempt from suballocation requirements)	**Year One**	**Year Two**	**Year Three**
Estimated MHSA WET Funds	$ 71,000.00	$ -	$ -
Estimated MHSA CF/TN Funds	$ 55,000.00	$ -	$ -
MHSA "Encumbered" INN	$ -	$ -	$ -

References
1. W&I Code § 5892, subdivision (a)(3)(A) states 35% of BHS funds distributed to counties shall be used for Behavioral Health Services and Supports (BHSS).
2. W&I Code § 5892, subdivision (a)(3)(B)(i) states counties shall utilize at least 51% of BHSS funding for early intervention programs.
3. W&I Code § 5892, subdivision (a)(3)(B)(ii) states that at least 51% of funds allocated for early intervention programs must serve individuals 25 years of age and younger.
4. BHSA Policy Manual Ch. 6 § B.7.3 states that MHSA WET or CFTN funds transferred into BHSA BHSS will remain WET or CFTN funds and will not be subject to the suballocation requirements. Counties may set aside BHSS funds for WET and CFTN; the reversion period for these specific funds is ten years. All transfers into WET and CFTN are irrevocable and cannot be transferred out of WET and CFTN. Counties may continue to keep separate fund accounts to track their WET and CFTN funds.
5. BHSA Policy Manual Ch. 6 § B.8.2.2 states that the share of indirect costs attributed to BHSA funding should be in proportion to the extent the BHSA program benefits from the support activity. Proportional administrative and indirect costs will be verified through the Behavioral Health Outcomes Accountability and Transparency Report (BHOATR). Counties should ensure that their cost-allocation methodology complies with 2 CFR 200 and appropriately distributes costs in proportion.

Instructions
Counties shall report their projected spending for Behavioral Health Services Act (BHSA) plan administration in Tab Eight.
Row 27: the total dollar amount of BHSA component allocations dedicated to improvement and monitoring activities, including plan
operations, quality and outcomes, data reporting pursuant to W&I Code § 5963.04, and monitoring of subcontractor compliance for all
county behavioral health programs, including, but not limited to, programs administered by a Medi-Cal behavioral health delivery system,
as defined in subdivision (i) of Section 14184.101, and programs funded by the Projects for Assistance in Transition from Homelessness
grant, the Community Mental Health Services Block Grant, and other Substance Abuse and Mental Health Services Administration grants
by year. Under W&I Code § 5892 (e)(2)(B), the total amount shall equal 2% or less of total projected annual revenues of the local
behavioral health services fund for counties with a population over 200,000 or 4% of the total projected annual revenues of the local
behavioral health services fund for counties with a population of less than 200,000. Any costs that exceed that amount will be
included in the governor's budget. Administrative costs for improving and monitoring will only be reported on this tab, not the BHSA component tabs.
Row 28: input amounts of BHSA component allocations dedicated to county Integrated Plan annual planning costs,
including stakeholder engagement in planning and local Behavioral Health Board activities by year. Under W&I Code § 5892 (e)(1)(B), this
amount shall be 5% or less of total projected annual revenues of the local behavioral health services fund. Any costs that exceed
that amount will be included in the governor's budget. Planning costs will only be reported on this tab, not the BHSA component tabs.
Row 29: input total dollar amount of new and ongoing county and behavioral health agency administrative costs to implement W&I
Code § 5963-5963.06 and § 14197.71.

Row 30: select your county population size. This will ensure the formatting in the Admin Spending Overages section presents accurately.
Row 32: total projected annual revenues of the Local Behavioral Health Services Fund.
Row 33: the proportion of funding used for improvement and monitoring will be auto-populated from rows 32 and 27.
Row 34: the proportion of funding used for planning expenditures will be auto-populated from rows 28 and 32.
Row 36-38: based upon the county population size selected in row 31, this calculator will auto-populate any Improvement and Monitoring
expenditures that exceed (2%/4%) of the total projected annual revenues of the Local Behavioral Health Services Fund and any County Integrated
Plan Annual Planning expenditures that exceed 5% of the total projected annual revenues of the Local Behavioral Health Services Fund.

Table Eight: BHSA Plan Administration			
INTEGRATED PLAN ADMINISTRATION AND MONITORING	**Year One**	**Year Two**	**Year Three**
Total Projected Improvement and Monitoring Expenditures	$ 425,000.00	$ 430,000.00	$ 445,000.00
Total Projected County Integrated Plan Annual Planning Expenditures	$ 525,000.00	$ 530,000.00	$ 550,000.00
New and Ongoing Administrative Costs	$ 575,350.00	$ 585,490.00	$ 594,725.00

Administrative Information Validation			
Total Projected Annual Revenues of Local Behavioral Health Services Fund	$ 10,708,900.00	$ 10,825,079.00	$ 11,140,653.00
Improvement and Monitoring Expenditures/Total Annual Revenues of Local Behavioral Health Services Fund (auto-populated)	4.0%	4.0%	#SPILL!
Total Projected Planning Expenditures/Total Projected Annual Revenues for Local Behavioral Health Services Fund (auto-populated)	4.9%	4.9%	4.9%
Admin Spending Overages (in Dollars)			
Improvement & Monitoring	$ -	$ -	$ -
Planning	$ -	$ -	$ -
Total	**$ -**	**$ -**	**$ -**

References
1. W&I Code § 5963, subdivision (c) states that any costs incurred for BHSA implementation exceeding the required maximums set forth in W&I Code § 5892, subdivision (e)(1)(B) and W&I Code § 5892, subdivision (e)(2)(B) will be included in the Governors 2024-2025 May Revision.

Instructions
Counties shall report their estimated local prudent reserve maximums for each allocation
component in Tab Nine.
Rows 18-19: dollar amounts will be auto-populated from Tab 4 rows 133-134.
Row 20: total excess prudent reserve dollars will be auto-populated from rows 18-19.
Rows 21-23: total dollar amounts will be auto-populated from Tab 4, rows 136-138.
Row 24: total excess prudent reserve funds allocated to BHSA components will be auto-populated
from rows 21-23.
Row 25: auto-validates from rows 20 and 24 to check if the county has "No Excess" or if county
must "Reduce Excess" prudent reserve.
Row 26: the total amount of planned contributions into the prudent reserve from all BHSA
components allocations across all plan years will be auto-populated from Tab 5 row 67, Tab 6
row 43, and Tab 7 row 49.
Row 27: the total amount of planned distributions from the prudent reserve into the BHSA
component allocations across all plan years will be auto-populated from Tab 5 row 40, Tab 6
row 25, and Tab 7 row 27.

Table Nine: Estimated Local Prudent Reserve Balance	
Estimated Local Prudent Reserve Balance At End of Previous Fiscal Year	$ 550,618.00
Local Prudent Reserve Maximum (1)	$ 1,397,657.11
Excess Prudent Reserve Funds (auto-populated)	$ (847,039.11)
Total prudent reserve funds above prudent reserve maximum allocated to Housing Interventions	$ -
Total prudent reserve funds above maximum allocated to Full Service Partnerships	$ -
Total prudent reserve funds above maximum allocated to Behavioral Health Services and Supports	$ -
Total Excess Prudent Reserve Funds allocated to BHSA Component Allocations (auto-populated)	$ -
Auto-validation: allocation of all excess Prudent Reserve Funds	NO EXCESS
Total Contributions Into the Local Prudent Reserve (auto-populated)	$ -
Total Distributions From the Local Prudent Reserve (auto-populated)	$ -

References
1. W&I Code § 5892, subdivision (b)(3)-(4) states a county's prudent reserve must not exceed 20% of average of the total funds distributed to the county Behavioral Health Services Fund over past five years (25% for counties with a population of less than 200,000).

Instructions
Counties will complete Tabs One through Nine prior to completing Tab Ten. Data on other tabs will auto-populate to Tab Ten.
Rows 25, 28, and 31: the new base percentage for each component will be auto-populated from Tab 4, rows 43, 49, and 53.
Rows 26, 29, and 32: the dollar amount allocated to each component for each year of the Integrated Plan will be auto-populated from Tab 5, row 39; Tab 6, row 24;
and Tab 7, row 26, respectively.

Row 35: the total amount of BHSA funding for each component auto-populated from Tab 5, row 39; Tab 6, row 24; and Tab 7, row 26.
Rows 36, 44, and 52: the total amount of funding transferred from the prudent reserve into each BHSA component allocation for each plan year will be
auto-populated from Tab 5, row 40; Tab 6, row 25; and Tab 7, row 27.
Row 37: the total amount of unspent MHSA-carryover funds from prior fiscal years, will be auto-populated from Tab 5, row 41; Tab 6, row 26; and Tab 7, row 28.
Rows 38, 46, and 54: estimated total available funding will be auto-populated from rows 35-37, 43-45 and 51-53.
Rows 39, 47, and 55: the total amount of funding transferred from each BHSA component into the prudent reserve for each plan year will be auto-populated from
Tab 5, row 67; Tab 6, row 43; and Tab 7, row 49.
Rows 40, 48, and 56: estimated expenditures for each component will be auto-populated from Tab 5, row 70; Tab 6, row 46; and Tab 7, row 52.
Rows 45 and 53: auto-populated by adding the existing year's carryover MHSA funds to any remaining funds (from all sources) not spent from the previous year.
Rows 59-61: the total amount of annual BHSA plan administration expenses from Tab 8, rows 27-29.
Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable conditions for each source of funding, as defined in applicable laws,
regulations, and guidance, including the BHSA County Policy Manual.
2) Counties must promote access to care through efficient use of state and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual,
including requiring BHSA-funded providers to bill appropriately for services covered by the county’s Medi-Cal Behavioral Health Delivery System and make a
good faith effort to seek reimbursement from Medi-Cal managed care plans and commercial health insurance. These policies apply only to non-Housing services
that are eligible for both BHSA funding and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table Ten: BHSA Funding Summary (auto-populated)				
	Housing Interventions	Full-Service Partnerships	Behavioral Health Services and Supports	Total
Year One				
Allocation Percentage, with Transfers	10%	45%	45%	100%
Component Allocations	$ 565,854.00	$ 2,546,339.00	$ 2,546,339.00	$ 5,658,532.00
Year Two				
Allocation Percentage, with Transfers	10%	45%	45%	100%
Component Allocations	$ 627,593.00	$ 2,824,170.00	$ 2,824,170.00	$ 6,275,933.00
Year Three				
Allocation Percentage, with Transfers	10%	45%	45%	100%
Component Allocations	$ 685,328.00	$ 3,083,976.00	$ 3,083,976.00	$ 6,853,280.00

BHSA Funding Summary (Year One)				
	Housing Interventions (Year One)	Full Service Partnerships (Year One)	Behavioral Health Services and Supports (Year One)	Year One Totals
Estimated Year One Component Allocations *(BHSA Funding Only)*	$ 565,854.00	$ 2,546,339.00	$ 2,546,339.00	$ 5,658,532.00
Transfers From PR Into Component	$ -	$ -	$ -	$ -
Estimated Unspent Funds From Prior Fiscal Years (Including MHSA Funds) *(Unspent Carryover MHSA Funds)*	$ -	$ 2,242,955.00	$ 1,586,144.00	$ 3,829,099.00
Estimated Total Available Funding for Year One	$ 565,854.00	$ 4,789,294.00	$ 4,132,483.00	$ 9,487,631.00
Transfers from Component Into PR	$ -	$ -	$ -	$ -
Estimated Total Year One Expenditures	$ 565,854.00	$ 3,456,790.00	$ 4,290,050.00	$ 8,312,694.00

BHSA Funding Summary (Year Two)				
	Housing Interventions (Year Two)	Full Service Partnerships (Year Two)	Behavioral Health Services and Supports (Year Two)	Year Two Totals
Estimated New Year Two Component Allocations *(BHSA Funding Only)*	$ 627,593.00	$ 2,824,170.00	$ 2,824,170.00	$ 6,275,933.00
Transfers From PR Into Component	$ -	$ -	$ -	$ -
Estimated Unspent Funds From Prior Fiscal Years (Including MHSA Funds)	$ -	$ 3,287,379.00	$ 888,433.00	$ 4,175,812.00
Estimated Total Available Funding for Year Two	$ 627,593.00	$ 6,111,549.00	$ 3,712,603.00	$ 10,451,745.00
Transfers from Component Into PR	$ -	$ -	$ -	$ -
Estimated Total Year Two Expenditures	$ 627,593.00	$ 3,524,199.00	$ 4,084,364.00	$ 8,236,156.00

BHSA Funding Summary (Year Three)				
	Housing Interventions (Year Three)	Full Service Partnerships (Year Three)	Behavioral Health Services and Supports (Year Three)	Year Three Totals
Estimated New Year Three Component Allocations *(BHSA Funding Only)*	$ 685,328.00	$ 3,083,976.00	$ 3,083,976.00	$ 6,853,280.00
Transfers From PR Into Component	$ -	$ -	$ -	$ -
Estimated Unspent Funds From Prior Fiscal Years (Including MHSA Funds)	$ -	$ 4,342,990.00	$ 528,239.00	$ 4,871,229.00
Estimated Total Available Funding for Year Three	$ 685,328.00	$ 7,426,966.00	$ 3,612,215.00	$ 11,724,509.00
Transfers from Component Into PR	$ -	$ -	$ -	$ -
Estimated Total Year Three Expenditures	$ 685,328.00	$ 3,586,105.00	$ 4,146,795.00	$ 8,418,228.00

BHSA Plan Admin Expenses				
Plan Admin Category	Year One	Year Two	Year Three	Total
Total Projected Improvement and Monitoring Expenditures	$ 425,000.00	$ 430,000.00	$ 445,000.00	$ 1,300,000.00
Total Projected County Integrated Plan Annual Planning Expenditures	$ 525,000.00	$ 530,000.00	$ 550,000.00	$ 1,605,000.00
Total Projected New and Ongoing Administrative Expenditures	$ 575,350.00	$ 585,490.00	$ 594,725.00	$ 1,755,565.00

Budget Template Updates			
Version	Revision Date	Description of Changes	Effective Date of Change
2.0	10/25/2025	Tab 10 (BHSA Summary): Formula updated to avoid double counting of MHSA unspent carryover funds.	10/25/2025
2.0	10/25/2025	Tab 7 (BHSS): EI Threshold calculation should exclude MHSA transferred WET and CFTN funds as they are exempt from suballocation requirements, formula revised to remove WET and CFTN. Added a BHSS transfer to WET/CFTN for reversion tracking.	10/25/2025
2.0	10/25/2025	Tab 8 (BHSA Plan Admin): Updated instructions to clarify DHCS will not pre-populate data for "Total Projected Annual Revenues of BHSF". Counties must enter in the data.	10/25/2025
2.0	10/25/2025	Tab 5, 6, 7 (BHSA Conponents): Added unspent MHSA funds row for year 1, 2 and 3.	10/25/2025
2.0	10/25/2025	Tab 7 (BHSS): Added separate rows for unspent MHSA WET/CFTN expenditures.	10/25/2025
2.0	10/25/2025	Tabs 1-10: Fixed formula and instruction errors	10/25/2025
3.0	2/18/2026	Tab 4 (BHSA Transfers): Added Year 2 and Year 3 for exemption requests	2/18/2026
3.0	2/18/2026	Tab 4 (BHSA Transfers): Added validation check for funding transfers	2/18/2026
3.0	2/18/2026	Tab 4 (BHSA Transfers): Added two new rows for unspent MHSA “Encumbered” INN Funds and unspent MHSA “Unencumbered” INN Funds.	2/18/2026
3.0	2/18/2026	Tab 5, 6 and 7 (BHSA Components): Moved transfers from prudent reserve into the BHSA component funding section to be included with total revenue	2/18/2026
3.0	2/18/2026	Tab 5, 6, and 7 (BHSA Components): Included prudent reserve transfers as an expenditure	2/18/2026
3.0	2/18/2026	Tab 5, 6, and 7 (BHSA Components): Included prudent reserve transfers as an expenditure	2/18/2026
3.0	2/18/2026	Tab 5, 6 and 7 (BHSA Components): Added a row for projected MHSA “Encumbered” INN Project expenditures.	2/18/2026
3.0	2/18/2026	Tab 5 (Housing Interventions): Removed projected encumbered MHSA INN fund expenditures from the 50% HI funds dedicated to chronically homeless suballocation requirement calculation.	2/18/2026
3.0	2/18/2026	Tab 7 (BHSS): Removed projected encumbered MHSA INN fund expenditures from the 51% BHSS funds dedicated to Early Intervention suballocation requirement calculation	2/18/2026
3.0	2/18/2026	Tab 8 (BHSA Plan Admin): Updated to include a validation check for “Improvement and Monitoring” (2% or 4%) and “Planning” (5%)	2/18/2026
3.0	2/18/2026	Tab 9 (Prudent Reserve Assessment): Updated PR validation checks to “No Excess” or “Reduce Excess”	2/18/2026
3.0	2/18/2026	Tab 10 (BHSA Summary): Included component percentage breakdowns for all three years	2/18/2026
3.0	2/18/2026	Tab 10 (BHSA Summary): Include total administrative and planning expenditures from tab 8	2/18/2026

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Behavioral Health Director Certification

Certification

1. I hereby certify that Tehama County has complied with all statuses, regulations, and guidelines in preparing and submitting this Three-Year Plan (IP) for Behavioral Health Services and Outcomes, including all fiscal accountability and stakeholder participation requirements. I further certify that:

   - [x] The information, statements, and attachments included in the Three-Year IP are, to the best of my knowledge and belief, true and correct
   - [x] I understand and agree that the Department of Health Care Services (DHCS) reserves the right to request clarification regarding unclear or ambiguous statements made in the IP and other supporting documents submitted in the IP
   - [x] The County will use Behavioral Health Services Act (BHSA) funds to serve the targeted population(s) as described in statute, regulations, and guidance
   - [x] Behavioral Health funding from all sources will be spent only on allowable uses as stated in statute, statute, regulations, and guidance
   - [x] BHSA funding will supplement, and not supplant, other funding available from existing state or county funds utilized to provide mental health services or substance use disorder treatment services (except that this non-supplant rule does not apply to the use of 2011 realignment funds provided to counties from the Behavioral Health Subaccount or Behavioral Health Services Growth Special Account)
   - [x] The IP was submitted to the local behavioral health board

2. Does the county wish to disclose any implementation challenges or concerns with these requirements?

   - [ ] Yes
   - [x] No

a. Please describe any implementation challenges or concerns with the BHSA fiscal accountability and stakeholder participation requirements

County Behavioral Health Agency Director contact information

3. County Name
   Tehama

4. Certification for
   - [x] Three-Year Integrated Plan
   - [ ] Annual Update
   - [ ] Intermittent Update

4a. Submission type
   - [x] Draft
   - [ ] Final

5. County Behavioral Health Agency Director name
   Natalie Shepard

6. County Behavioral Health Agency Director phone number
   (530) 527-8491

7. County Behavioral Health Agency Director email
   Natalie.Shepard @tchsa.net

Additional contact information for counties with separate MH and SUD directors (optional)

8. Name

9. Title

10. Phone

11. Email

County Behavioral Health Agency Director signature

12. Print name

Natalie Shepard

13. Title

Mental Health Director

14. Date

3/18/24

15. Signature

Additional signature for counties with separate MH and SUD directors (optional)

16. Print name

17. Title

18. Date

19. Signature

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County Administrator or Designee Certification

The County Administrator may be known by other titles such as Chief Executive, County Manager, or Chief Administrative Officer. The County Administrator must be the individual who serves as the top staff member in county government and hold the highest level of administrative authority in the county or be the designee of that individual. This individual or their designee must work within the executive office of county government, and they may not be the county behavioral health director.

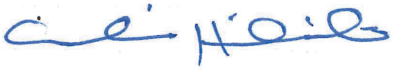
Certification

1. I hereby certify that:
   - ✔ The County will use Behavioral Health Services Act (BHSA) funds to serve the targeted population(s) as described in statute
   - ✔ Behavioral Health funding from all sources will be spent only on allowable uses as stated in statute
   - ✔ BHSA funding will supplement, and not supplant, other funding available from existing state or county funds utilized to provide mental health services or substance use disorder treatment services (except that this non-supplant rule does not apply to the use of 2011 realignment funds provided to counties from the Behavioral Health Subaccount or Behavioral Health Services Growth Special Account)

2. Does the county wish to disclose any implementation challenges or concerns with these requirements?
   - ○ Yes
   - ◉ No

a. If answered yes above, please describe any implementation challenges or concerns with the BHSA fiscal accountability and stakeholder participation requirements

Signature

3. Print name
   Gabriel Hydrick
4. Date
   3/26/26
5. Signature
   

Contact information

6. County Name
   Tehama
7. Certification for
   - (•) Three-Year Integrated Plan
   - ( ) Annual Update
   - ( ) Intermittent Update

7a. Submission type
   - (•) Draft

8. County Chief Administration Officer Name
   Gabriel Hydrick
9. County Chief Administration Officer Phone number
   (530) 527-4655
10. County Chief Administration Officer Email
    cofficer@tehama.gov

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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.

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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

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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 AEB9BE9892F5471...

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.)**

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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**

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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,

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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.

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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

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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
E28E8F189E62493...
Executive Director
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.

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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:

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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

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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.

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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.

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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").

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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.

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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

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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

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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.

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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
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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.

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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

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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

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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

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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.

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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.

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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

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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.

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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.

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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

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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.

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(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'

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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

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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

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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.

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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.

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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.

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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.

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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

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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

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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

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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.

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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.

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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,

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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

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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).

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ATTACHMENT C

STATEMENT OF WORK

(Under DHCS Agreement No. 22-20456-BHBH)

[ATTACHED]

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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

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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**	

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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

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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

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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**	

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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

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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**	

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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

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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**	

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ATTACHMENT D

RATE SCHEDULE

(Under DHCS Agreement No. 22-20456-BHBH)

[ATTACHED]

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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

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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

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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.**

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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

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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

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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

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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

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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

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(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

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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.

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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:

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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.

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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

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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

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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

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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
E28E8F189E62493...

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

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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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
21-NPLH-17340	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
Red Bluff PSH Pacific Associates, a California Limited Partnership, County of Tehama, and Pacific West Communities, Inc.

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
Thirty (30) Years from Effective Date

3. The maximum amount of this Agreement is:
$2,721,998.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	NPLH Program General Terms and Conditions	24
Exhibit E	Project-Specific Provisions and Special Conditions	3
	TOTAL NUMBER OF PAGES ATTACHED	36

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at *https://www.dgs.ca.gov/OLS/Resources*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)
See Attached

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
See Attached	See Attached	See Attached	See Attached

PRINTED NAME OF PERSON SIGNING	TITLE
See Attached	See Attached

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
See Attached	See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Diana Malimon	Contracts Office Manager, Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
Diana Malimon	03/13/2024

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

CONTRACTOR

Red Bluff PSH Pacific Associates, a California Limited Partnership
a California limited partnership

By: TPC Holdings IX, LLC
an Idaho limited liability company
Its: Administrative General Partner

By: Pacific West Communities, Inc.
an Idaho corporation
Its: Manager

By: _____ Date: March 11, 2024

Caleb Roope
President and CEO

By: Central Valley Coalition for Affordable Housing
a California nonprofit public benefit corporation
Its: Managing General Partner

By: _____ Date: March 12, 2024

Christina Alley
Chief Executive Officer

Address:

430 E State Street, Suite 100
Eagle, ID 83616

County of Tehama
a California County

By: _____ Date: _____

Jayme S. Bottke
Executive Director, Tehama County Health Services Agency

Address:

P.O. Box 400
Red Bluff, CA 96080

Red Bluff PSH Pacific Associates, a California Limited Partnership
a California limited partnership

By: TPC Holdings IX, LLC
an Idaho limited liability company
Its: Administrative General Partner

By: Pacific West Communities, Inc.
an Idaho corporation
Its: Manager

By: _____ Date: _____

Caleb Roope
President and CEO

By: Central Valley Coalition for Affordable Housing
a California nonprofit public benefit corporation
Its: Managing General Partner

By: _____ Date: _____

Christina Alley
Chief Executive Officer

Address:

430 E State Street, Suite 100
Eagle, ID 83616

County of Tehama
a California County

By: Jayme S Bottke Date: 3-12-24

Jayme S. Bottke
Executive Director, Tehama County Health Services Agency

Address:

P.O. Box 400
Red Bluff, CA 96080

Pacific West Communities, Inc.
an Idaho Corporation

By: _____ Date: March 11, 2024

Caleb Roope
President and CEO

Address:

430 East State Street, Suite 100
Eagle, ID 83616

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to the Government Code Section 15463, Part 3.9 of division 5 (commencing with section 5849.1) of the Welfare and Institutions Code, and Section 5890 of the Welfare and Institutions Code all as amended and in effect from time to time, the State of California (the "State") has established the No Place Like Home Program (the "Program"). Pursuant to Section 5849.5 of the Welfare and Institutions Code, the State has issued Guidelines governing the Program, as amended from time to time (the "Guidelines").

This Standard Agreement, STD 213, (the "Agreement" or "Contract") is the result of the Sponsor's application (the "Application") for funding under the Program pursuant to:

A. Section 5849.8 of the Welfare and Institutions Code.

B. The Program Guidelines dated October 23, 2020; and,

C. The Notice of Funding Availability (the "NOFA") for (as applicable):

1) Noncompetitive Allocation funds dated August 15, 2018, and as amended October 29, 2021, as may be further amended from time to time.

2) Competitive Allocation funds dated October 29, 2021, for Competitive Allocation funds, as may be further amended from time to time.

2. Purpose

In accordance with the authority cited above, Sponsor's Application was made to the State for financial assistance from the Program (the "Loan" or "Award"), for the purpose of assisting in the development, operation and maintenance of a Rental Housing Development (as defined in section 3 hereof) (the "Development) on certain real property (the "Property") as described in the Application and the Project Report. The Application, including all representations made therein, and the Project Report (as defined in section 3 hereof) are hereby incorporated in this Agreement by this reference.

EXHIBIT A

The financial assistance from the Program shall be in the form of a permanent loan to the County, Sponsor, or its approved affiliate (the "Borrower" as defined in section 3 hereof), as owner of the Development for the capital portion of the award, and (if applicable) in the form of a grant to the County, Sponsor, or its HCD approved affiliate under the direct control of the Sponsor (as set forth in Paragraph 8 below) for the portion of the award that is the Capitalized Operating Subsidy Reserve.

The purpose of the Award is to ensure that the Development is constructed, owned, managed, maintained and operated in accordance with the requirements of the Program, the requirements of the Guidelines, and the representations of the Application, and to ensure that certain residential units therein shall be occupied by eligible households at affordable rents as defined in the Guidelines for the full term of the Loan, regardless of sale or transfer of the Property or prepayment of the Loan. To further effect this purpose, if Sponsor or Borrower is an entity other than the Sponsor identified in the Application, HCD (as defined in section 3 hereof) may require the Sponsor to enter into a sponsor operating guaranty (the "Sponsor Operating Guaranty") as a condition of closing the Loan.

By entering into this Agreement and thereby accepting the Award of Program funds, the Sponsor agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the Application, the Project Report and the requirements of the authorities cited above.

3. Definitions

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, the UMR's and in this Exhibit A as follows:

A. "Agreement" refers to this Standard Agreement.

B. "Borrower", or "Ultimate Borrower" refers to the borrowing entity and owner of the Development. The Sponsor, or Development Sponsor, determined by HCD as having sufficient capacity and experience to develop, own and operate the Development, or its wholly controlled affiliate shall have continuing control of the Development. The Borrower structure shall not have more levels of organization than are allowed in accordance with UMR Section 8313.2.

C. "COSRA" refers to the COSR (as defined below) agreement governing the terms and conditions of the disbursement of the COSR.

EXHIBIT A

Capitalized Operating Subsidy Reserve" or "COSR" refers to the capitalized operating reserve provided under Section 209 of the Guidelines.

D. "Sponsor" or "Development Sponsor" refers to the entity or entities that made the Application to the Department for the Award for the Development (as defined below) and identified as "Contractor" on page 1 to this Agreement (STD 213). "Sponsor" also includes any affiliate or assignee of the Sponsor approved by the Department and undertaking all the obligations of the Sponsor hereunder (e.g., the Borrower). In the case of joint applicants, "Sponsor" shall refer to each applicant or the approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Sponsor as set forth herein.

E. Red Bluff PSH Pacific Associates, a California Limited Partnership ("LP") is an affiliate of Pacific West Communities, Inc ("Corp"). Corp was awarded the NPLH Loan funds pursuant to the award letter, dated June 28, 2022. The Department acknowledges that the LP will be considered the Ultimate Borrower of the NPLH Loan funds and as such will execute the NPLH Loan documents as described in section 39 of Exhibit D. For the purposes of this Standard Agreement, LP and Corp will be collectively referred to herein as "Sponsor". As such, the LP and Corp shall be jointly and severally liable for all the obligations of a Sponsor as set forth herein. Performance satisfactory to the Department by the LP of any duties and obligations under this Standard Agreement, and any other agreements as required by the Department, by either the LP or Corp will be deemed as performance by the Sponsor.

At a minimum, the sponsor-controlled general partner must solely perform the substantial management duties identified in Board of Equalization Rule 140.1(a)(10) as items (A), (H), (I) and (K).

F. "Department" or "HCD" refers to the Department of Housing and Community Development.

G. "Guidelines" refers to the NPLH Guidelines dated October 23, 2020.

H. "Project Report" refers to the HCD staff report presented to and approved by the Department's Internal Loan Committee. The Project Report sets forth the project criteria as approved by the Department at the time of the award of

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Program Loan funds. The information set forth in the project report may be amended only upon HCD's written approval.

I. "Performance Milestones" refers to the development schedule and/or milestones proposed by the Sponsor at time of application and as set forth in the Project Report.

J. "Program" refers to the No Place Like Home Program (NPLH).

K. "Rental Housing Development" (the "Development") refers to the residential rental "Affordable Housing Development" described in the Application and meeting the criteria set forth in the Project Report providing the affordable housing units, as described therein, in consideration of the No Place Like Home Loan (the "NPLH Loan"). The Rental Housing Development shall meet all criteria as set forth in the Guidelines.

L. "TCAC" refers to the California Tax Credit Allocation Committee.

M. Any reference to a specific "Section" or "section" of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated October 23, 2020. Notwithstanding, if and when the Department amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the Guidelines, either in whole or in part, as may be applicable. To the extent that any Guidelines section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guidelines section number(s), any reference herein to the old Guidelines section(s) number(s) shall be interpreted to refer instead to the Guidelines section(s) that is (or are) intended to replace the content and substance of the former Guidelines section(s).

4. <u>Scope of Work</u>

The Scope of Work ("Work") for this Agreement shall consist of the development and construction of the Development identified in the Award Letter. The Development is to be developed and constructed by the Sponsor, or by a developer on behalf of the Sponsor, as provided in the Application and shall meet the criteria set forth in the Project Report.

Further, the Sponsor shall take such actions, pay such expenses, and do all things necessary to complete the Development as identified in the Award Letter and

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described in the Project Report in accordance with the schedule for completion set forth therein and the terms and conditions of this Agreement.

All written materials or alterations submitted as addenda to the original Application and the Project Report, and which are approved in writing by a Division of Financial Assistance Program Manager or higher Department official, as appropriate, are part of the Application and are hereby incorporated as part of the Agreement.

HCD reserves the right to review and approve all Work to be performed by the Sponsor in relation to this Agreement. Any proposed revision of the Work must be submitted in writing for review and approval by HCD. Any approval shall not be presumed unless such approval is made by HCD in writing.

5. Evidence of Point Generating Activities

Based on the points awarded to its Application, Sponsor assures the Department of the existence or planned aspects of all point generating activities as detailed in the Project Report.

At the request of the Department, Sponsor shall provide further and additional evidence sufficient to demonstrate the existence and/or completion of the items for which the Sponsor's Application received points. Failure to provide such evidence to the reasonable satisfaction of the Department may result in a reevaluation of the Application and the reduction or cancellation of the award, require repayments of any disbursed Program funds, and result in the disencumbrance of Program funds awarded.

6. Special Conditions

Sponsor shall ensure the completion of the special conditions (if any) set forth in the Project Report and in Exhibit E of this Agreement (if any), by the designated dates. Sponsor may apply to the Department for an extension on any timelines based on good cause shown and best efforts and assurances from the Sponsor for timely completion of the remaining any such special conditions.

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7. State Coordinator

The coordinator of this Agreement for the state is the Program Manager for the No Place Like Home, Division of Financial Assistance. Any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the State Program Manager at the following address:

Department of Housing and Community Development
Division of Financial Assistance – NOFA Unit
P.O. Box 952054
Sacramento, California 94252-2054

8. Contract Coordinator(s)

The Sponsor(s) Contract Coordinator for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class or emailed to the contact at the following address:

Ultimate Borrower:	Red Bluff PSH Pacific Associates, a California Limited Partnership
Name:	Caleb Roope
Address:	430 E State Street, Suite 100 Eagle, ID 83616
Phone No.:	(208) 577-2247
Email Address:	calebr@tpchousing.com

Sponsor:	Pacific West Communities, Inc.
Name:	Caleb Roope
Address:	430 E State Street, Suite 100 Eagle, ID 83616
Phone No.:	(208) 577-2247
Email Address:	calebr@tpchousing.com

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County Applicant:	County of Tehama
Name:	Jayme S Bottke
Address:	PO Box 400 Red Bluff, CA 96080-2758
Phone No.:	(530) 527-8491 ext 3052
Email Address:	Jayme.bottke@tchsa.net

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Terms of Award

A. Principal Amount

The principal amount of the Award shall be the lesser of:

1) the principal amount as stated in the Application; or,

2) the amount later approved by the Department as consistent with the requirements of the Guidelines.

B. Interest and Payment

The portion of the Award provided as a Loan shall bear interest at the rate and be payable as provided in section 200 of the Guidelines and under the terms of the Department's promissory note to be executed at loan closing. The Loan may not be prepaid without the prior written consent of the Department.

2. Invoicing and Payment

A. All loan proceeds used to finance capital costs of Assisted Units in the Development (the "Permanent Loan Proceeds") shall be disbursed through an independent escrow/title company. The Department shall prepare and submit instructions to the escrow holder, detailing the requirements for the release of Loan proceeds to the Borrower. The Permanent Loan Proceeds do not include funds awarded for a Capital Operating Subsidy Reserve (COSR) pursuant to Guidelines section 209.

B. The Permanent Loan Proceeds shall be released through escrow upon the Sponsor's, or its assignee's, submittal of the Request for Funds form and the satisfaction of the terms of the award letter and this Agreement. HCD reserves the right to retain 10 percent of the approved loan proceeds pending receipt and acceptance of the cost audit and any remaining loan closing checklist items.

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C. COSR proceeds, if awarded, will be held by the Department, and disbursed annually pursuant to Guidelines section 209.

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NPLH PROGRAM GENERAL TERMS AND CONDITIONS

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the “Effective Date"). The Sponsor agrees that the Work shall be completed as specified in this Agreement, the Project Report, incorporated herein by reference, and subject to the Agreement expiration date specified on page 1, number 2, of this Agreement (STD 213), unless a written request for an extension is submitted and written approval by the Department, is provided within 90 days prior to the termination date of the Agreement. Any extension to the termination date shall require an amendment to this Agreement executed by all parties.

Construction Loan Closing Deadline: Per Section 200(h) of the Guidelines, the construction loan closing shall occur no later than thirty-six (36) months from the date of the Department’s award letter [June 28, 2022].

Permanent Loan Closing Deadline: Per Section 200(i), the permanent loan closing shall occur no later than seventy-two (72) months from the date of the Department’s award letter [June 28, 2022].

The Department may extend the deadlines above a total of up to twenty-four (24) months in the aggregate where it is clear to the Department, that granting an extension will enable the Project to start construction or achieve ninety (90) percent occupancy of the Assisted Units.

2. Termination

The Department may terminate this Agreement at any time for cause by giving at least 14 days’ notice in writing to the Sponsor. Cause shall consist of violations by the Sponsor of any terms and/or special conditions of this Agreement, including but not limited to:

A. Failure of the Loan to close on or before the Loan closing deadline as stated under “Timing” in these General Conditions.

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B. Failure of the Sponsor to satisfy in a timely manner each of the conditions set forth in these General Conditions, Special Conditions set forth in Exhibit E of this Agreement and the award letter.

C. Determination by the Department that: (a) any material fact or representation made or furnished to the Department by the Sponsor in connection with the Application, or the award letter have been untrue or misleading at the time that such fact or representation was made known to the Department, or subsequently becomes untrue, or (b) the Sponsor shall have concealed any material fact from the Department related to the Application or the Development.

D. Filing a petition by Sponsor, or any affiliate or general partner of Sponsor, for relief under the Bankruptcy Code; the filing of any pleading or an answer by Sponsor, or any general partner of Sponsor, in any involuntary proceeding under the Bankruptcy Code; a general assignment by Sponsor, or any affiliate or general partner of Sponsor, for the benefit of creditors; or the filing of an application for the appointment of a receiver, trustee, custodian or liquidator of Sponsor or any of its property, or any affiliate or general partner of Sponsor or any of its property.

E. Failure of Sponsor, or any general partner of Sponsor, to effect a full dismissal of any involuntary petition under the Bankruptcy Code that is filed against Sponsor, or any general partner of Sponsor, or in any way restrains or limits Sponsor, or any general partner of Sponsor, or the Department regarding the Loan or the Development, prior to the earlier of the entry of any court order granting relief sought in such involuntary petition, or (30) thirty days after the date of filing of such involuntary petition.

F. Attachment, levy, execution, or other judicial seizure of any portion of the Development, or any substantial portion of the other assets of Sponsor, or any general partner of Sponsor, that is not released, expunged, bonded, discharged, or dismissed within (30) thirty days after the attachment, levy, execution, or seizure.

G. Pendency of any proceeding challenging the legal existence or authority of Sponsor, or any general partner of Sponsor, or any proceeding challenging the legality of the Development.

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H. Failure of Sponsor to close the Department approved construction financing on or before the date indicated under “Timing” in these General Conditions. Any reference in this Agreement to "construction" shall include rehabilitation construction, if applicable.

3. Timing

A. The Sponsor shall close the construction financing approved by the Department and commence construction of the Development in accordance with the development schedule set forth in the Project Report. Upon the Department’s request, the Sponsor shall promptly provide evidence of recorded deeds of trust for all construction financing, payment of all construction lender fees, issuance of building permits (a grading permit does not suffice to meet this requirement) and notice to proceed delivered to the contractor. If no construction lender is involved, and the project is receiving low-income housing tax credits, evidence must be submitted that the equity partner has been admitted to the ownership entity, and that an initial disbursement of funds has occurred.

B. This Agreement shall expire on date specified on page 1, number 2, of this Agreement (STD 213).

4. Disputes

Applicable law, including the Department’s and the Program’s statutes, rules, regulations, and Guidelines shall apply and be enforced in the event of any conflict that becomes apparent to the Department at any time, notwithstanding the Department’s preliminary prior review of Project documentation at the time of construction loan closing.

5. Consent

The parties agree that wherever the consent or approval of the Department or the Sponsor is required under this Agreement, such consent or approval will not be unreasonably withheld or delayed, unless the same is specified as being in that party’s sole discretion or other words of similar import.

EXHIBIT D

PRE-CONSTRUCTION LOAN REQUIREMENTS

Unless otherwise approved in writing by the Department, the following conditions require compliance prior to the close of the construction loan(s) for the Development (construction loan includes a rehabilitation loan):

6. Site Control

The Sponsor shall have 100% control of the land at time of application and through permanent loan closing, and such control shall not be contingent on the approval of any other party. The status and nature of the Sponsor's title and interest in the property shall be subject to the Department's approval. Site control may be evidenced by one of the following:

A. Fee title;

B. A leasehold interest on the project property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance, prior to loan closing, with all Program requirements;

C. An enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the NOFA;

D. An executed disposition and development agreement right of way, or irrevocable offer of dedication to a Public Agency;

E. An executed encroachment permit for construction of improvements or facilities within the public right of way or on public land;

F. An executed agreement with a public agency that gives the Sponsor exclusive rights to negotiate with that agency for acquisition of the site, provided that the major terms of the acquisition have been agreed to by both parties; or

G. A land sales contract or other enforceable agreement for the acquisition of the property.

H. Other forms of site control that give the Department assurance (equivalent to A-G above) that the applicant or developer will be able to complete the Project

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and all housing designated in the application in a timely manner and in accordance with all the requirements of the Program.

I. If the Sponsor's interest in the property is a leasehold, the lease must provide adequate security for the Program Loan and comply with the requirements of the Uniform Multifamily Regulations ("UMR"), Section 8316. The Sponsor shall provide a copy of the ground lease for the Department's approval and review of its compliance with UMR Section 8316. The lessor and lessee will be required to sign the Department's standard form Lease Rider and Estoppel Agreement, unless the lessor agrees to sign the Program Loan documents as required by the Department and encumber all its interest in the Development. Where the lessee and the lessor are affiliated or related private parties, both the lessee and the lessor must execute the Program Loan documents so as to encumber both the leasehold and fee interests in the Development.

7. Title Report

The Sponsor shall provide a current title report for the real property on which the Development is located. If the Sponsor's interest in the property is leasehold, then the Sponsor shall provide a current title report for the leasehold interest and the fee interest.

8. Site Inspection

The Department reserves the right, upon reasonable notice, to inspect the Development site and any structures or other improvements thereon to determine whether the Development site meets the requirements of the Program Guidelines and the criteria set forth in the Project Report. If the Department reasonably determines that the site is not acceptable for the proposed Development in accordance with the Guidelines, the Department reserves the right to rescind the Award and the Loan.

9. Adaptability and Accessibility

The Sponsor and the Development shall comply with all applicable federal, state, and local laws regarding adaptability and accessibility in the design, construction and rehabilitation of residential projects for persons with disabilities. In addition, NPLH projects shall comply with the accessibility requirements referenced in Section 213 (b) of the Program Guidelines.

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10. Physical Needs Assessment

If the Development involves rehabilitation of existing units, the Sponsor shall provide a post-rehabilitation physical needs assessment acceptable to the Department, in accordance with instructions provided by the Department.

11. Reserve Study

Upon request by the Department, Sponsor shall provide an independent, third-party replacement reserve study acceptable to the Department.

12. Development Budget

Unless otherwise approved in writing by the Department, prior to the close of any construction financing, the Sponsor shall provide to the Department for its review and approval, a copy of the construction lender(s)' approved development budget.

13. Reasonable Development Costs

Sponsor shall provide to the Department evidence that total development costs are reasonable and necessary for the proposed improvements. To verify cost reasonableness, the Department may require qualified third-party verification of costs, evidence of the competitive bidding of major trades and real estate appraisals. Where the Development is a component of a larger development, the Sponsor shall submit to the Department for its approval, a development cost sharing breakdown for the entire development which covers all development costs for each of the individual components of the entire development and includes a discrete development budget for the Development consistent with the budget in the Application and Project Report. Eligible costs for Developments are limited to costs as specified in Guideline Section 200(a) and (b).

14. Cost Savings

If, upon completion of the Development, the total development funding sources exceed the total development costs, the Department will share costs in accordance with UMR Section 8313.1.

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15. Sponsor Control of Development

Sponsor shall provide evidence satisfactory to the Department that the Sponsor identified in the Application and who demonstrated the requisite experience, pursuant to Section 202 of the Guidelines, in the application process, has and will retain full control over the development, construction, ownership and management of the Development through control of the borrowing entity by the Sponsor either directly as Borrower, or as a managing general partner of Borrower, or as the member/manager of the general partner of the Borrower. At a minimum, the sponsor-controlled general partner must solely perform the substantial management duties identified in Board of Equalization Rule 140.1(a)(10) as items (A), (H), (I) and (K).

The same control requirement applies to any Borrower organized as a limited liability company. The failure to demonstrate the requisite control of the borrowing entity by the Sponsor may result in significant delay in the processing, or potentially the cancellation, of the Program Loan. The Sponsor which demonstrated the requisite experience of owning and developing affordable rental housing, shall execute the Department's Sponsor Operating Guaranty to ensure that the Sponsor has the resources and experience to develop, own and manage the Development. The organizational structure of the Borrower, including the control and ownership by the Sponsor or Sponsors, and any changes thereto, must be reviewed and approved by the Department and must comply with all Program requirements.

16. Limited Partnership Agreement (LPA)

If the Borrower is a limited partnership, the Department neither approves nor disapproves the LPA, but may require changes, if necessary to ensure, among other Program requirements, appropriate sponsor control, and that the term of the LPA is equal to or greater than the term of the Department’s loan documents. In the event of any conflict between the LPA and the Department’s loan documents and regulations, the Department’s loan documents, Guidelines, and applicable statutes and regulations shall control.

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17. Relocation Plan

If there is or will be any residential or commercial displacement directly or indirectly caused by the Development, the Sponsor shall provide a relocation plan conforming to the requirements of State laws and the regulations adopted by the Department in California Code of Regulations, Title 25, Section 6000 et seq prior to the beginning of construction or any displacement (whichever is sooner). The Development budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan approved by the Department. Should a relocation plan not be required, Sponsor must provide documentation for Department approval that there are no relocation requirements.

18. Architect Contract

The Sponsor shall enter into a contract with an architect to provide professional services for the Development. The contract shall require an architect to supervise the construction work, conduct periodic site visits, prepare periodic inspection reports, verify the validity of the construction contractor's payment requests, prepare or review change orders, and, upon completion of construction, provide the certification described in paragraph 31 of these General Conditions.

19. Appraisals

If the property for the Development is being purchased, the Sponsor shall provide an appraisal acceptable to the Department of the as-is value of the property, prepared by a qualified, licensed appraiser who is approved by or otherwise acceptable to the Department.

20. Non-Department Financing

The Sponsor shall qualify for and obtain the financial assistance, loans and grants described in the Application for both the construction and permanent periods. Final terms and conditions of the non-Department financing must substantially conform to the terms and conditions of the Sponsor's Program Loan Application. The terms and conditions of all financing shall be subject to the Department's review and approval.

21. Senior Loan Terms and Disclosures

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The terms of loan(s) in a lien position senior to the Program Loan must comply with all the underwriting standards of UMR Sections 8310 and 8315, as may be modified by the Program Guidelines.

No subordination may limit the Department's remedies and must comply with UMR Section 8315.

Balloon payments are not allowed on senior debt, except as provided pursuant to UMR section 8310. Senior loans are prohibited from including call option language in the terms of the loan other than is reasonable in case of default, nor may Sponsor be required to remarket Bonds prior to expiration of the senior loan. Financial instruments on senior loans (including but not limited to swaps, collars, and interest rate hedges) must extend for the full term of the senior loan and cannot be required to be renewed or extended prior to the end of the full term.

Sponsors must obtain an interest rate cap on any interest rate that is not fixed for the full term of the senior loan. The interest rate at the cap must not jeopardize project feasibility. Interest rate resets, renewals, extensions of letters of credit, or other senior loan provisions, must not require the Sponsor to re-qualify.

All payments, lender fees, bond fees, issuer fees, trustee fees, letter of credit fees, swaps fees, hedge fees, enhancement fees, credit facility and liquidity fees, and other fees, charges, and costs, in addition to principal and interest payments, must be fully disclosed to the Department in the loan closing transaction summary and in the operating budget.

The Department's lien shall not be subordinated to the liens of a lender affiliated with an entity that has an ownership interest in the Project unless a covenant, regulatory agreement, or similar instrument is recorded senior to the lender's documents that includes the provisions of UMR Section 8310(f), as may be modified by the Program Guidelines.

22. Environmental Conditions

The Sponsor shall provide a Phase I Environmental Site Assessment ("ESA") for the Development, in conformance with ASTM Standard Practice E 1527, evaluating whether the Development is affected by any recognized environmental conditions. In the event the Phase I ESA indicates evidence of recognized environmental conditions and the Sponsor desires to proceed with the Development, the Sponsor shall provide the Department with a Phase II report and such further reports as

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required by the Department in a form acceptable to the Department. Any remediation work to be performed shall be subject to Department approval. The Sponsor shall also provide an asbestos assessment and a lead-based paint report for the Department's approval if the Development involves rehabilitation or demolition of existing improvements.

23. Article XXXIV

All Projects shall comply with Article XXXIV, Section 1 of the California Constitution ("Article XXXIV"), as clarified by the Public Housing Election Implementation Law (Health & Safety Code, §§ 37000 – 37002). Prior to the award of funds by the Department, the Sponsor shall submit documentation which shows, to the Department's satisfaction, that the Project complies with or is exempt from Article XXXIV.

CONSTRUCTION PHASE REQUIREMENTS

24. Construction Phase Information

If requested by the Department, the Sponsor shall provide the Department information during the construction period including but not limited to all change orders and modifications to the construction documents, all inspection reports prepared by the Development architect and other consultants, and information relative to Development income, expenses, occupancy, relocation benefits and expenses, contracts, operations, and conditions of the Development. Upon written notice to Sponsor, Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within (10) ten business days of receipt by the Department. Sponsor shall not authorize or approve any change orders rejected by the Department.

25. Inspection

The Department and any authorized representative of the Department shall have the right, during construction and thereafter, to enter upon and inspect the construction of the Development. Such right to inspect shall include, but shall not be limited to, the right to inspect all work done, all materials and equipment used or to be used, and all

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books and records, including payroll records, maintained in connection with the construction work. Such right of inspection shall be exercised in a reasonable manner.

The Department shall have no affirmative duty to inspect the Development and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to complete any such inspection. The fact that such inspection may or may not have occurred shall not relieve the Sponsor, the contractor, the construction lender, the architect, the structural engineer, the locality, or anyone else of any obligation to inspect the Development.

26. Updated Information

Sponsor shall provide the Department updated documentation for any change in the information previously provided relating to the Program Award, including updated sources and uses and income information. All changes shall be subject to Department approval. However, if the Development is changed in any way as to make it ineligible under the Guidelines, then the Program Award commitment will be cancelled, and all Program funds awarded to the Sponsor shall be disencumbered.

27. Evidence of Existence of Application Selection Criteria

Upon request, Sponsor shall provide to the Department evidence of the existence of the amenities, services, improvements, features and characteristics of the Development which were included in the Application and as set forth in the Project Report and awarded points under Section 205 of the Guidelines in the Department's rating of the Application.

28. Signage

Sponsor shall place signs on the construction site for the Work stating that the Department is providing financing through the NPLH Program in an appropriate location(s), typeface and size containing the following message:

The Bluff Community Housing

THIS PROJECT HAS BEEN MADE POSSIBLE
BY FINANCING FROM

No Place Like Home (NPLH), Balance of State Allocation – Round 4
NOFA Dates: 08/15/2018, as amended 10/29/2021 (Noncompetitive Allocation) and/or 10/29/2021 (Competitive Allocation)
Approved Date: 1/31/2022
Prep. Date: 9/15/2022

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**NO PLACE LIKE HOME PROGRAM
THROUGH THE
CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders, the Department acknowledgment and logo shall also be displayed in a similar size and layout. Copies of the Department logo can be obtained by contacting the Department Contract Manager.

Upon installation of the sign, the Sponsor shall submit a digital photograph thereof to the Department to verify compliance with these signage requirements.

29. Photographs

The Sponsor will provide the Department, upon request, with copies of any photographs that may be taken of the Development by or on behalf of the Sponsor or the Development's architect. The Sponsor will provide an acceptable written consent and release agreement authorizing use of said photographs, all at no expense to the Department.

COMPLETION OF CONSTRUCTION

30. Relocation Plan Implementation Report

90 days prior to construction loan close or prior to any displacement, whichever is sooner, the Sponsor must comply with applicable local, state, and federal relocation requirements of Government Code section 7260 et seq. and California Code of Regulations, title 25, section 6000 et seq. including a relocation plan (if necessary) approved by the Department. Should a relocation plan not be required, Sponsor must provide documentation for Department approval that there are no relocation requirements (90) ninety days prior to construction loan close or prior to any displacement, whichever is sooner. The Sponsor shall provide a report, in a form acceptable to the Department, summarizing the actions taken and identifying all Sponsors of relocation assistance and benefits, and the amounts paid, and benefits provided, to or on behalf of each Sponsor.

31. Architect Certification

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Where required by the Department, the Sponsor shall cause the Development architect(s) or other appropriate professional to certify to the Department, in form acceptable to the Department, that all construction is completed in accordance with the "as-built" plans and specifications and in compliance with all applicable federal, state, and local laws relating to disabled accessibility.

32. Cost Certification

At the request of the Department, the Sponsor shall submit a Development cost certification audited by an independent certified public accountant in accordance with the requirements of the Department and TCAC, if applicable. The Sponsor (and the developer or builder if there is an identity of interest with the Sponsor) shall keep and maintain records of all construction costs not representing work done under the construction contract and to make such records available for review by the Department.

33. Recorded Notice of Completion

The Sponsor shall provide to the Department a certified copy of any Notice of Completion for the Development recorded in the county in which the Development is located.

PROGRAM LOAN CLOSING REQUIREMENTS

The Department shall not be obligated to close or fund the Program Loan unless the Sponsor has complied with and satisfied all the terms and conditions of the Guidelines, the NOFA, this Agreement, representations made in the Application and the criteria set forth in the Project Report, all in a manner satisfactory to the Department in its sole discretion, on or before the earlier of the Program Loan Closing, the Program Loan closing deadline or such earlier time, all as indicated herein.

34. Development Construction

The Development shall be constructed in compliance with the plans and specifications, subject to any change order(s) accepted by the Department where such acceptance is required.

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35. Title Insurance

The Sponsor shall provide an updated title report and an ALTA As-Built Survey acceptable to the Department. The Sponsor shall provide a pro forma ALTA lender's policy of title insurance if requested by Department. The Sponsor shall ensure the issuance to the Department of an ALTA lender's policy of title insurance. The condition of title, insurer, liability amount, form of policy and endorsements shall be subject to the approval of the Department. Such endorsements shall include, but not be limited to a CLTA endorsement 100, and may include, but shall not be limited to, CLTA endorsements 105, 110.9 and 116 (modified for apartments). The policy shall insure that the Sponsor holds good and marketable fee simple title (or leasehold, if approved by Department) and that the Department holds a fee mortgage (or leasehold) lien on the Development, free and clear of all encumbrances, encroachments, other interests, and exceptions to title other than as shall have been previously approved in writing by the Department. The Department's Deed of Trust and Regulatory Agreement and the other loans indicated under "Permanent Funding" in the Application shall have the lien priority as indicated in the Application.

36. Sponsor's Status

The Sponsor shall provide the Department with copies of all organizational documents, including but not limited to, partnership agreements, operating agreements, corporate documents, and related documents and agreements, as required by the Department. As of the date of the Program Loan closing, the Sponsor and Borrower shall be a duly organized and validly existing limited or general partnership, corporation, limited liability company, nonprofit public benefit corporation, or other valid legal entity under California law. The Sponsor or Sponsor-controlled Borrower has and shall have the authority to enter into the Program Loan and related loan documents.

37. Prevailing Wage Compliance

Where applicable, prevailing wage rates shall be paid with respect to the construction work, as the term is defined in the Standard Agreement, performed in connection with the Development. Prior to closing the Program Loan, a certificate signed by the general contractor(s) and the Sponsor is required, certifying that prevailing wages have been, or will be, paid in conformance with Labor Code Section 1720 et seq., and that labor records shall be maintained and made available to any enforcement agency upon request.

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38. Insurance

The Sponsor shall obtain and maintain for the term of the Program Loan hazard and liability insurance for the Development in accordance with the Department's requirements, including flood insurance if applicable. The Department shall be named as a loss payee or an additional insured on all such policies. Such policies also shall provide for notice to the Department in the event of any lapse of coverage and in the event of any claim thereunder. The Sponsor shall provide evidence satisfactory to the Department of compliance with these insurance requirements.

39. Program Loan and Grant Documents

The Sponsor shall enter into this Standard Agreement with the Department, which shall govern the encumbrance by the Department of the funds to be used to fund the Program Award. In addition, the Sponsor shall enter into a Regulatory Agreement(s) with the Department, governing certain matters related to the use, operation, and occupancy of the Development, including, but not limited to, the imposition of certain low-income occupancy requirements, regulation of rents on the low-income units, audits and other financial controls and reserve requirements, management oversight by the Department, compliance with federal and state laws, and other Department requirements. In addition to the Regulatory Agreement(s), the loan shall be evidenced by a Promissory Note and secured by a Deed of Trust. The Regulatory Agreement shall be recorded prior to the Department's Deed of Trust. Finally, any award of the COSR shall be evidenced by a COSRA, which performance of the covenants and conditions thereof shall be secured by the Deed of Trust. The Sponsor shall execute and enter into additional agreements and documents, as the Department may deem reasonable and necessary to meet the NPLH requirements and the terms and conditions of this Agreement. The Sponsor and any affiliate of the Sponsor which demonstrated the requisite experience of owning and developing affordable rental housing, shall execute the Department's Sponsor Operating Guaranty to ensure that the Sponsor has the resources and experience to develop, own and manage the Development.

EXHIBIT D

40. Restrictions on Transfer and Change of Ownership

The Sponsor shall not, without the prior written approval of the Department: a) sell, transfer, convey, encumber, hypothecate or pledge any of the Development or the Development property, or any portion or interest in either of them; b) discharge or replace any general or managing partner if Sponsor is a partnership, or amend, modify or add to its partnership agreement except that the Sponsor may sell or transfer limited partnership interests without the Department's approval; c) if Sponsor is a limited liability company: change the manager(s), amend, modify or add to its operating agreement or management structure; d) wind up, liquidate or dissolve its affairs or enter into any transaction of merger or consolidation; or e) change the organizational structure of the Sponsor. Other requirements governing sales, transfers, and encumbrances in Section 216 of the Program Guidelines must also be satisfied.

41. Rental Subsidy Contract

The Sponsor shall provide the Department with complete copies of all contracts and amendments thereto, regarding rental subsidies to be provided to tenants residing in the Development.

42. Substitution of Rent or Social Service Subsidy

Sponsor may substitute a source of funding equivalent to the original rent or social service subsidy. The amount, terms, and conditions of the new source of funding must provide an equivalent or greater level of subsidy to the project, acceptable to the Department.

43. Final Certificate of Occupancy

The Sponsor shall provide a final certificate of occupancy (or an equivalent form of occupancy certification or approval) issued by the local agency having jurisdiction over such certificates.

44. Environmental Conditions Remedial Work

All remedial work on recognized environmental conditions shall be completed prior to loan. closing. The Sponsor shall provide the Department with an environmental update/operations and maintenance plan if remedial work was required with

EXHIBIT D

evidence of lead-based paint and/or asbestos-containing materials remediation if applicable.

45. Reserve Accounts

The Sponsor shall establish and maintain reserve accounts as required by the Department and as further described in the Regulatory Agreement. All withdrawals shall require prior written approval from the Department, as provided in the Regulatory Agreement.

46. Operating Reserve Account

The Sponsor shall fund an operating reserve account in accordance with Section 8308 of the UMRs and subject to the requirements thereof. The specific amount of the Operating Reserve Account shall be set forth in the Regulatory Agreement.

47. Replacement Reserve Account

The Sponsor shall establish a replacement reserve account in accordance with Section 8309 of the UMRs. The replacement reserve account shall be funded by monthly deposits from operating income, or a combination of operating income and development sources as indicated in the Regulatory Agreement. The amount of the monthly deposits may be adjusted, as determined by the Department, in its sole discretion, based on reserve studies performed by an independent third party at the Sponsor's expense as requested by the Department or as based on other reliable indicators of future reserve needs.

48. Capitalized Reserve Accounts

If Program funds are used to fund a reserve account, the Department shall disburse such funds in a manner to ensure the proper funding of the reserve. The proceeds of the Program Award may be used to capitalize only the operating reserve accounts and, in an amount, required by UMRs Sections 8308 and Section 209 of the Guidelines. Proceeds of the Program Award may not be used to capitalize rental subsidy reserves, except as authorized in accordance with the above-mentioned sections.

All reserves capitalized under Section 209 of the Guidelines shall be provided by the Department in the form of a grant and shall be evidenced by a COSRA, which shall be secured by a deed of trust recorded against the real property of the housing

EXHIBIT D

development in favor of the Department, for the purpose of securing performance of the covenants and conditions of (among other Program documents) the COSRA.

The lien will continue for the entire duration of the COSRA and shall be subject to the provisions of Section 209 and other applicable provisions of the Guidelines. The security for the grant agreement will be recorded junior only to such liens, encumbrances, and other matters of record approved by the Department and shall secure the Department's financial interest in the Project and the performance of the Applicant's Program obligations.

49. CalHFA and HUD Funded Projects

Projects subject to the HUD Section 811 and 202 programs or receiving a permanent loan from CalHFA shall not be subject to Program reserve requirements during the time such projects are regulated by HUD or CalHFA and the Sponsor complies with the applicable CalHFA or HUD reserve requirements.

50. Asset Management and Compliance Requirements

The Sponsor shall obtain the Loan Closing Checklist in the course of closing the NPLH loan, and must submit all documents required, for the Department's approval, including but not limited to the following (in a format provided or approved by the Department): a) a proposal for management agent with management agent's qualifications attached; b) a management contract; c) a management plan; d) a template residential tenant lease; e) an initial-year operating budget and Schedule of Rental Income (SRI); and f) property hazard and liability insurance in accordance with the then-current HCD Insurance Guidelines. Prior to close of the Program Loan, the Sponsor shall obtain the Department's review and approval of the above-mentioned items a) through f) and any additional documents required by the Department.

Furthermore, the Sponsor shall be provided links to HCD's Asset Management and Compliance webpage, which, in conjunction with the Regulatory Agreement, sets forth the obligations and requirements for the use, operation and occupancy of the Development, including but not limited to: annual reporting requirements which include but are not limited to budgets, SRIs, and supportive housing services plans; audit requirements; and other obligations as determined (and may be amended from time to time) by the Department and noted on the webpage.

EXHIBIT D

51. Supportive Services

The County shall ensure that the supportive service requirements of Section 203 of the Program Guidelines are met. The County must provide mental health services and coordinate the provision of or referral to other supportive services, including but not limited to substance use treatment services, to NPLH tenants for a minimum of (20) twenty years. The County's obligations pursuant to this requirement shall begin when a Project receives its certificate of occupancy, or other evidence of Project completion for Projects already occupied.

52. Tenant Referrals, Affirmative Fair Housing Marketing Plan, and Fair Housing Compliance

Sponsor shall be required to use their local homeless Coordinated Entry System, or other similar referral system for persons At-Risk of Chronic Homelessness, as set forth in Section 211 of the NPLH Guidelines and their Application. Sponsor shall develop and implement an affirmative fair housing marketing plan satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for assisted units in the Development. Sponsor is encouraged to refer to HUD's guidelines and other guidance for Affirmative Fair Housing Marketing Plans done with use of a Coordinated Entry System. Sponsor shall comply with all state and federal fair housing laws. At the Department’s election, Sponsor must submit an attorney’s opinion acceptable to the Department describing the intended occupancy restrictions and how they comply with the Unruh Civil Rights Act in the California Civil Code and the Fair Employment and Housing Act in the California Government Code. Occupancy restrictions must be carried out in a manner which does not violate state or federal fair housing laws. Any additional subpopulation targeting or occupancy preference for an NPLH Project beyond what is permitted under Section 206 of the Program Guidelines must be approved by the Department in writing prior to construction loan closing and must be consistent with federal and state fair housing requirements. The project integration requirements of Section 202 (e) of the Program Guidelines must also be satisfied.

Pursuant to Welfare and Institutions Code Section 5849.9 and Guidelines Section 211, Projects utilizing funds from a County’s Noncompetitive Allocation shall prioritize persons with mental health supportive service needs who are Homeless or At-Risk of Chronic Homelessness.

EXHIBIT D

53. Identification of Elderly and Veteran Units

If applicable, Sponsor must submit a report that specifically identifies the number of units rented to the elderly. The report must also specifically identify the number of units rented to military veterans.

54. TCAC and Other Regulatory Agreements

The Sponsor shall provide the Department with a copy of the TCAC Regulatory Agreement if the Development budget includes tax credits and any other regulatory agreements pertaining to the Development.

55. Property Tax Exemption

Unless expressly waived in writing by the Department, Sponsor shall provide evidence of eligibility for property tax exemption for the Development and a copy of the tax exemption application to the local tax assessor(s).

56. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Sponsor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Development, the Sponsor, its Contractors or Subcontractors, and any loan activity.

57. Change of Conditions

The Department reserves the right to re-underwrite the Development based on new information or funding sources. Particular attention will be paid to the continued feasibility of the Development and the maintenance of the security position of the Program Loan. If the new information demonstrates a reduction or elimination of financing gap being addressed by the Program loan or grant, the Department will reduce the amount of the Award accordingly. If the Department has underwritten the Program Loan using CalHFA or HUD requirements and the Development subsequently does not utilize the CalHFA or HUD financing, the Program Loan will be re-underwritten by the Department using Program requirements. In the event the Department determines the Development is no longer financially feasible, the Award and any loan or grant commitment issued by the Department may be revoked.

EXHIBIT D

58. Investor Commitments

If the Development will be receiving an allocation of tax credits from TCAC, the Sponsor shall provide the Department with a copy of all tax credit investor commitments, including referenced financial projections and any amendments.

59. Restricted Units

All units designated in the Application approved by the Department as restricted units that are not also assisted units, shall be restricted on a long-term basis by a public agency at the income and rent levels shown in the Application. Similarly, all units designated in the Application as restricted units and that are not also assisted units, shall be restricted on a long-term basis by a public agency to the designated target population.

60. Asset Management Fees

Asset management, partnership management, and similar fees shall be in compliance with UMR Section 8314(a)(1)(B).

61. Sponsor Representations

A. Sponsor represents and warrants that as of the date of this Agreement, the Sponsor is a duly organized and validly existing entity under California law and the person signing this Agreement on behalf of Sponsor has the authority to act on behalf of and bind the Sponsor in accordance with the terms of this Agreement.

B. Sponsor represents and warrants that as of the date of the Program Loan closing, the Sponsor is a duly organized and validly existing limited partnership under California law and that such limited partnership will have the authority to enter into the Program Loan and related loan documents.

C. Sponsor further represents and warrants that as of the date of the Program Loan closing, the person(s) executing the Program Loan documents will have full authority to act on behalf of and bind the Sponsor in accordance with the terms of those documents.

EXHIBIT D

62. Survival of Obligations

The obligations of the Sponsor and any other entity designated to receive any COSR disbursements as set forth in this Agreement shall survive the Program Loan permanent closing, and these parties shall continue to cooperate with the Department and perform acts and provide documents as provided herein.

63. Litigation

If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable. The Sponsor shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

64. Obligations of Sponsor with Respect to Certain Third-Party Relationships

The Sponsor shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Development with respect to which assistance is being provided under this Agreement. The Sponsor shall comply with all lawful requirements of the Department necessary to ensure the completion, occupancy and use of the Development in accordance with this Agreement.

65. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Sponsor of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

EXHIBIT D

66. Audit/Retention and Inspection

A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Sponsor and any other entity designated to receive COSR disbursements shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Sponsor and any other entity designated to receive COSR disbursements further agrees to maintain such records for a minimum period of four years after final payment under the Agreement, unless a longer period of records retention is stipulated.

B. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Development. At the Department's request, the Sponsor and any other entity designated to receive COSR disbursements shall provide, at its own expense, a financial audit prepared by a certified public accountant.

C. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause which permits access by the Department to the independent auditor's working papers.

D. If there are audit findings, the audited party(ies) shall submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the audited party(ies) in writing. If the Department is not in agreement, the audited party(ies) will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.

E. If so, directed by the Department upon termination of this Agreement, the Sponsor and any other entity designated to receive COSR disbursements shall cause all records, accounts, documentation, and all other materials relevant to this Agreement to be delivered to the Department as depository.

EXHIBIT D

67. Reporting Requirements

The County must satisfy the reporting requirements of Section 214 of the Program Guidelines as specified on forms provided by the Department. In addition, upon the Department's request, the Sponsor shall provide to the Department any and all necessary data that it is legally and factually able to provide that is required to be reported pursuant to the most recently adopted Program Guidelines.

68. Governing Law

This Agreement shall be construed with and be governed by the laws of the State of California. All references to codes refer to the California Codes.

EXHIBIT E

PROJECT-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

The following Special Conditions are applicable to this Standard Agreement:

1. Payee(s)

The authorized Payee(s) is/are as specified below:

Capital Loan Funds:

Competitive Amount: $2,721,998

Payee Name: Red Bluff PSH Pacific Associates, a California Limited Partnership

2. Special Condition(s)

1. The Sponsor who garnered the experience points at the application stage must be the Sponsor who controls the borrowing entity at construction, through permanent close of escrow, and into management and operation of the project. Organizational documents demonstrating that the experienced Sponsor has the authority to exercise control of the borrowing entity in compliance with Section 8301(s) of the Uniform Multifamily Regulations (UMR) must be submitted to the Department for review and approved by the Department prior to execution of the Standard Agreement.

2. Not less than 60 days prior to construction loan closing, the Applicant shall provide updated financial documents including, but not limited to the development budget, development sources and uses, schedule of rents and unit mix, operating budget and 15-year cash-flow analysis, which are acceptable to the Department and demonstrate compliance with all applicable Program regulations or guidelines and the Uniform Multifamily Regulations (UMR).

EXHIBIT E

3. All proposed changes to the project, including but not limited to project financing, rents and unit mix, scope of work to be performed or Borrower's organizational structure must be submitted to and approved by the Department in writing.

4. The Project has not fully satisfied all the NPLH Supportive Housing Project requirements specified in the NOFA and application. Prior to occupancy, the Sponsor shall submit for Department approval documentation, including, but not limited to, tenant selection procedures demonstrating compliance with UMR § 8305 and Housing First requirements as set forth in Welfare and Institutions Code § 8255(b) and documentation supporting supportive services plan sufficient to meet the needs of the target population.

5. Per Administrative Memo 2022-22 dated March 30, 2022, all projects have 24 months from the date of the NPLH award to close their construction loan. An extension, not to exceed six months, may be granted by the Director or his/her/their designee, at its sole discretion, only if the Sponsor has demonstrated to the Director or his/her/their designee's satisfaction that the failure was due to circumstances entirely outside the Sponsor's control and offers reasonable assurance that all financing can be secured within the extension period.

6. Article XXXIV. If additional NPLH funds are added or another program's funds are added to the project where there are more units added or stacking occurs, a brand-new Article XXXIV analysis is needed.

7. Relocation. Prior to construction loan close, the Sponsor must comply with applicable local, state and federal relocation requirements of Government Code section 7260 et seq. and California Code of Regulations, title 25, section 6000 et seq. including a relocation plan which shall be subject to the approval of the Department. Should a relocation plan not be required, Sponsor must provide documentation for Department approval that there are no relocation requirements.

8. Environmental. Prior to permanent loan conversion and before funding the NPLH Loan, the Sponsor must demonstrate to the satisfaction of the Department, that the environmental conditions described in NPLH Guidelines Section 202(j), have been satisfied.

EXHIBIT E

9. Capacity to Contract. Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

10. Authority and Resolution. Each party executing this Agreement represents and warrants to the Department that it is authorized to execute this Agreement. Each individual executing this Agreement on behalf of the entity, other than an individual executing this Agreement on his or her own behalf, represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of such entity, and that such authority is evidenced by a duly authorized resolution or other written evidence of authority from the authorizing entity. Each party hereby agrees that in the event the resolution or entity authorization providing such authority is determined by the Department, in its sole discretion, as being legally insufficient or incomplete, then within thirty (30) calendar days of demand, such entity shall provide the Department with a new resolution which meets the Department's requirements. In the event such new resolution is not timely provided to the Department, the Department may declare this Agreement null and void, in which event all funds provided by the Department hereunder shall be immediately returned to the Department by the recipient(s).

11. Final Executed Limited Partnership Agreement. The final executed limited partnership agreement shall ensure compliance with all Program statutes, regulations, and guidelines including appropriate terms establishing sponsor control. The revised final executed limited partnership agreement must be provided to the Department for review and approval.

12. The application has identified the Project has Department Assisted Units Targeting persons experiencing homelessness. AB 977 requires that Sponsors and Awardees who have been awarded Department funding in the NPLH Program enter Universal and common Data Elements as defined by HUD on the individuals and families served into the Homeless Management Information System (HMIS), for projects that will have completed the permanent conversion of Department funds effective January 1, 2023 and later.

13. Certificate of Good Standing: Sponsor shall provide Certificates of Good Standing dated within 6 months of closing date for all entities within the Projects organizational structure.

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SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER: 21-NPLH-17341

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
Red Bluff PV Partners LP, County of Tehama, and Palm Communities

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
Thirty (30) Years from Effective Date

3. The maximum amount of this Agreement is:
$2,314,665.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	NPLH Program General Terms and Conditions	24
Exhibit E	Project-Specific Provisions and Special Conditions	3
	TOTAL NUMBER OF PAGES ATTACHED	35

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)
See Attached

CONTRACTOR BUSINESS ADDRESS: See Attached
CITY: See Attached
STATE: See Attached
ZIP: See Attached

PRINTED NAME OF PERSON SIGNING: See Attached
TITLE: See Attached

CONTRACTOR AUTHORIZED SIGNATURE: See Attached
DATE SIGNED: See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS: 2020 W. El Camino Ave., Suite 130
CITY: Sacramento
STATE: CA
ZIP: 95833

PRINTED NAME OF PERSON SIGNING: Edona Evans
TITLE: Contracts Office Manager, Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE: Edona Evans
DATE SIGNED: 6/26/2024

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

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CONTRACTOR

Red Bluff PV Partners LP
a California limited partnership

By: PC Red Bluff Developers LLC
a California limited liability company
Its: Administrative General Partner

By: Palm Communities
a California for- profit Corporation
Its: Manager

By: _____ Date: 5/9/24
Danavon L Horn
President

By: Northern Valley Catholic Social Service, Inc.
a California nonprofit public benefit corporation
Its: Managing General Partner

By: DocuSigned by: Erna Friedeberg 21F0056E3A7E460... Date: 5/10/2024
Erna Friedeberg
Executive Director

Address:

100 Pacifica Suite 203
Irvine, CA 92618

Palm Communities
a California for- profit corporation

By: _____ Date: 5/9/24
Danavon L. Horn
President

Address:

100 Pacifica, Suite 205
Irvine, CA 92618

DocuSign Envelope ID: 8FEB3240-ADD2-4B7B-8D8C-B9E699A19A16

CONTRACTOR

County of Tehama
a county

By: Jayme S Bottke Date: 5-22-24

Jayme S. Bottke
Executive Director

Address:

P.O. Box 400
Red Bluff, CA 96080

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to the Government Code Section 15463, Part 3.9 of division 5 (commencing with section 5849.1) of the Welfare and Institutions Code, and Section 5890 of the Welfare and Institutions Code all as amended and in effect from time to time, the State of California (the "State") has established the No Place Like Home Program (the "Program"). Pursuant to Section 5849.5 of the Welfare and Institutions Code, the State has issued Guidelines governing the Program, as amended from time to time (the "Guidelines").

This Standard Agreement, STD 213, (the "Agreement" or "Contract") is the result of the Sponsor's application (the "Application") for funding under the Program pursuant to:

A. Section 5849.8 of the Welfare and Institutions Code.

B. The Program Guidelines dated October 23, 2020; and,

C. The Notice of Funding Availability (the "NOFA") for (as applicable):

1) Noncompetitive Allocation funds dated August 15, 2018, and as amended October 29, 2021, as may be further amended from time to time.

2) Competitive Allocation funds dated October 29, 2021, for Competitive Allocation funds, as may be further amended from time to time.

2. Purpose

In accordance with the authority cited above, Sponsor's Application was made to the State for financial assistance from the Program (the "Loan" or "Award"), for the purpose of assisting in the development, operation and maintenance of a Rental Housing Development (as defined in section 3 hereof) (the "Development) on certain real property (the "Property") as described in the Application and the Project Report. The Application, including all representations made therein, and the Project Report (as defined in section 3 hereof) are hereby incorporated in this Agreement by this reference.

EXHIBIT A

The financial assistance from the Program shall be in the form of a permanent loan to the County, Sponsor, or its approved affiliate (the "Borrower" as defined in section 3 hereof), as owner of the Development for the capital portion of the award, and (if applicable) in the form of a grant to the County, Sponsor, or its HCD approved affiliate under the direct control of the Sponsor (as set forth in Paragraph 8 below) for the portion of the award that is the Capitalized Operating Subsidy Reserve.

The purpose of the Award is to ensure that the Development is constructed, owned, managed, maintained and operated in accordance with the requirements of the Program, the requirements of the Guidelines, and the representations of the Application, and to ensure that certain residential units therein shall be occupied by eligible households at affordable rents as defined in the Guidelines for the full term of the Loan, regardless of sale or transfer of the Property or prepayment of the Loan. To further effect this purpose, if Sponsor or Borrower is an entity other than the Sponsor identified in the Application, HCD (as defined in section 3 hereof) may require the Sponsor to enter into a sponsor operating guaranty (the "Sponsor Operating Guaranty") as a condition of closing the Loan.

By entering into this Agreement and thereby accepting the Award of Program funds, the Sponsor agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the Application, the Project Report and the requirements of the authorities cited above.

3. Definitions

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, the UMR's and in this Exhibit A as follows:

A. "Agreement" refers to this Standard Agreement.

B. "Borrower", or "Ultimate Borrower" refers to the borrowing entity and owner of the Development. The Sponsor, or Development Sponsor, determined by HCD as having sufficient capacity and experience to develop, own and operate the Development, or its wholly controlled affiliate shall have continuing control of the Development. The Borrower structure shall not have more levels of organization than are allowed in accordance with UMR Section 8313.2.

C. "COSRA" refers to the COSR (as defined below) agreement governing the terms and conditions of the disbursement of the COSR.

EXHIBIT A

"Capitalized Operating Subsidy Reserve" or "COSR" refers to the capitalized operating reserve provided under Section 209 of the Guidelines.

D. "Sponsor" or "Development Sponsor" refers to the entity or entities that made the Application to the Department for the Award for the Development (as defined below) and identified as "Contractor" on page 1 to this Agreement (STD 213). "Sponsor" also includes any affiliate or assignee of the Sponsor approved by the Department and undertaking all the obligations of the Sponsor hereunder (e.g., the Borrower). In the case of joint applicants, "Sponsor" shall refer to each applicant or the approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Sponsor as set forth herein.

Red Bluff PV Partners ("LP") is an affiliate of Palm Communities ("Corp"). Corp was awarded the NPLH Loan funds pursuant to the award letter, dated June 28, 2022. The Department acknowledges that the LP will be considered the Ultimate Borrower of the NPLH Loan funds and as such will execute the NPLH Loan documents as described in section 39 of Exhibit D. For the purposes of this Standard Agreement, LP and Corp will be collectively referred to herein as "Sponsor". As such, the LP and Corp shall be jointly and severally liable for all the obligations of a Sponsor as set forth herein. Performance satisfactory to the Department by the LP of any duties and obligations under this Standard Agreement, and any other agreements as required by the Department, by either the LP or Corp will be deemed as performance by the Sponsor.

At a minimum, the sponsor-controlled general partner must solely perform the substantial management duties identified in Board of Equalization Rule 140.1(a)(10) as items (A), (H), (I) and (K).

E. "Department" or "HCD" refers to the Department of Housing and Community Development.

F. "Guidelines" refers to the NPLH Guidelines dated October 23, 2020.

G. "Project Report" refers to the HCD staff report presented to and approved by the Department's Internal Loan Committee. The Project Report sets forth the project criteria as approved by the Department at the time of the award of Program Loan funds. The information set forth in the project report may be amended only upon HCD's written approval.

EXHIBIT A

H. "Performance Milestones" refers to the development schedule and/or milestones proposed by the Sponsor at time of application and as set forth in the Project Report.

I. "Program" refers to the No Place Like Home Program (NPLH).

J. "Rental Housing Development" (the "Development") refers to the residential rental "Affordable Housing Development" described in the Application and meeting the criteria set forth in the Project Report providing the affordable housing units, as described therein, in consideration of the No Place Like Home Loan (the "NPLH Loan"). The Rental Housing Development shall meet all criteria as set forth in the Guidelines.

K. "TCAC" refers to the California Tax Credit Allocation Committee.

L. Any reference to a specific "Section" or "section" of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated October 23, 2020. Notwithstanding, if and when the Department amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the Guidelines, either in whole or in part, as may be applicable. To the extent that any Guidelines section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guidelines section number(s), any reference herein to the old Guidelines section(s) number(s) shall be interpreted to refer instead to the Guidelines section(s) that is (or are) intended to replace the content and substance of the former Guidelines section(s).

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall consist of the development and construction of the Development identified in the Award Letter. The Development is to be developed and constructed by the Sponsor, or by a developer on behalf of the Sponsor, as provided in the Application and shall meet the criteria set forth in the Project Report.

Further, the Sponsor shall take such actions, pay such expenses, and do all things necessary to complete the Development as identified in the Award Letter and described in the Project Report in accordance with the schedule for completion set forth therein and the terms and conditions of this Agreement.

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All written materials or alterations submitted as addenda to the original Application and the Project Report, and which are approved in writing by a Division of Financial Assistance Program Manager or higher Department official, as appropriate, are part of the Application and are hereby incorporated as part of the Agreement.

HCD reserves the right to review and approve all Work to be performed by the Sponsor in relation to this Agreement. Any proposed revision of the Work must be submitted in writing for review and approval by HCD. Any approval shall not be presumed unless such approval is made by HCD in writing.

5. Evidence of Point Generating Activities

Based on the points awarded to its Application, Sponsor assures the Department of the existence or planned aspects of all point generating activities as detailed in the Project Report.

At the request of the Department, Sponsor shall provide further and additional evidence sufficient to demonstrate the existence and/or completion of the items for which the Sponsor's Application received points. Failure to provide such evidence to the reasonable satisfaction of the Department may result in a reevaluation of the Application and the reduction or cancellation of the award, require repayments of any disbursed Program funds, and result in the disencumbrance of Program funds awarded.

6. Special Conditions

Sponsor shall ensure the completion of the special conditions (if any) set forth in the Project Report and in Exhibit E of this Agreement (if any), by the designated dates. Sponsor may apply to the Department for an extension on any timelines based on good cause shown and best efforts and assurances from the Sponsor for timely completion of the remaining any such special conditions.

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7. State Coordinator

The coordinator of this Agreement for the state is the Program Manager for the No Place Like Home, Division of Financial Assistance. Any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the State Program Manager at the following address:

Department of Housing and Community Development
Division of Financial Assistance – NOFA Unit
P.O. Box 952054
Sacramento, California 94252-2054

8. Contract Coordinator(s)

The Sponsor(s) Contract Coordinator for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class or emailed to the contact at the following address:

Ultimate Borrower:	Red Bluff PV Partners LP
Name: Authorized Signer 1	Danavon L. Horn, President
Address:	100 Pacifica, Suite 203 Irvine, CA 92618
Phone No.:	949-878-9399
Email Address:	dhorn@palmcommunities.com
Name: Authorized Signer 2	Erna Friedeberg, MPA Executive Director
Address:	2400 Washington Ave, Redding, CA 96001
Phone No.:	530-345-1600
Email Address:	efriedeberg@nvcss.org

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Sponsor:	Palm Communities
Name:	Danavon L Horn
Address:	100 Pacifica Suite 203 Irvine, CA 92618
Phone No.:	(949) 878-9399
Email Address:	dhorn@palmcommunities.com

County Applicant:	County of Tehama
Name:	Jayme S Bottke
Address:	P.O. Box 400, Red Bluff, CA 96080
Phone No.:	(530) 527-8491 ext. 3166
Email Address:	jayme.bottke@tchsa.net

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Terms of Award

A. Principal Amount

The principal amount of the Award shall be the lesser of:

1) the principal amount as stated in the Application; or,

2) the amount later approved by the Department as consistent with the requirements of the Guidelines.

B. Interest and Payment

The portion of the Award provided as a Loan shall bear interest at the rate and be payable as provided in section 200 of the Guidelines and under the terms of the Department's promissory note to be executed at loan closing. The Loan may not be prepaid without the prior written consent of the Department.

2. Invoicing and Payment

A. All loan proceeds used to finance capital costs of Assisted Units in the Development (the "Permanent Loan Proceeds") shall be disbursed through an independent escrow/title company. The Department shall prepare and submit instructions to the escrow holder, detailing the requirements for the release of Loan proceeds to the Borrower. The Permanent Loan Proceeds do not include funds awarded for a Capital Operating Subsidy Reserve (COSR) pursuant to Guidelines section 209.

B. The Permanent Loan Proceeds shall be released through escrow upon the Sponsor's, or its assignee's, submittal of the Request for Funds form and the satisfaction of the terms of the award letter and this Agreement. HCD reserves the right to retain 10 percent of the approved loan proceeds pending receipt and acceptance of the cost audit and any remaining loan closing checklist items.

C. COSR proceeds, if awarded, will be held by the Department, and disbursed annually pursuant to Guidelines section 209.

EXHIBIT D

NPLH PROGRAM GENERAL TERMS AND CONDITIONS

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date"). The Sponsor agrees that the Work shall be completed as specified in this Agreement, the Project Report, incorporated herein by reference, and subject to the Agreement expiration date specified on page 1, number 2, of this Agreement (STD 213), unless a written request for an extension is submitted and written approval by the Department, is provided within 90 days prior to the termination date of the Agreement. Any extension to the termination date shall require an amendment to this Agreement executed by all parties.

Construction Loan Closing Deadline: Per Section 200(h) of the Guidelines, the construction loan closing shall occur no later than thirty-six (36) months from the date of the Department's award letter [June 28, 2022].

Permanent Loan Closing Deadline: Per Section 200(i), the permanent loan closing shall occur no later than seventy-two (72) months from the date of the Department's award letter [June 28, 2022].

The Department may extend the deadlines above a total of up to twenty-four (24) months in the aggregate where it is clear to the Department, that granting an extension will enable the Project to start construction or achieve ninety (90) percent occupancy of the Assisted Units.

2. Termination

The Department may terminate this Agreement at any time for cause by giving at least 14 days' notice in writing to the Sponsor. Cause shall consist of violations by the Sponsor of any terms and/or special conditions of this Agreement, including but not limited to:

A. Failure of the Loan to close on or before the Loan closing deadline as stated under "Timing" in these General Conditions.

EXHIBIT D

B. Failure of the Sponsor to satisfy in a timely manner each of the conditions set forth in these General Conditions, Special Conditions set forth in Exhibit E of this Agreement and the award letter.

C. Determination by the Department that: (a) any material fact or representation made or furnished to the Department by the Sponsor in connection with the Application, or the award letter have been untrue or misleading at the time that such fact or representation was made known to the Department, or subsequently becomes untrue, or (b) the Sponsor shall have concealed any material fact from the Department related to the Application or the Development.

D. Filing a petition by Sponsor, or any affiliate or general partner of Sponsor, for relief under the Bankruptcy Code; the filing of any pleading or an answer by Sponsor, or any general partner of Sponsor, in any involuntary proceeding under the Bankruptcy Code; a general assignment by Sponsor, or any affiliate or general partner of Sponsor, for the benefit of creditors; or the filing of an application for the appointment of a receiver, trustee, custodian or liquidator of Sponsor or any of its property, or any affiliate or general partner of Sponsor or any of its property.

E. Failure of Sponsor, or any general partner of Sponsor, to effect a full dismissal of any involuntary petition under the Bankruptcy Code that is filed against Sponsor, or any general partner of Sponsor, or in any way restrains or limits Sponsor, or any general partner of Sponsor, or the Department regarding the Loan or the Development, prior to the earlier of the entry of any court order granting relief sought in such involuntary petition, or (30) thirty days after the date of filing of such involuntary petition.

F. Attachment, levy, execution, or other judicial seizure of any portion of the Development, or any substantial portion of the other assets of Sponsor, or any general partner of Sponsor, that is not released, expunged, bonded, discharged, or dismissed within (30) thirty days after the attachment, levy, execution, or seizure.

G. Pendency of any proceeding challenging the legal existence or authority of Sponsor, or any general partner of Sponsor, or any proceeding challenging the legality of the Development.

EXHIBIT D

H. Failure of Sponsor to close the Department approved construction financing on or before the date indicated under “Timing” in these General Conditions. Any reference in this Agreement to "construction" shall include rehabilitation construction, if applicable.

3. Timing

A. The Sponsor shall close the construction financing approved by the Department and commence construction of the Development in accordance with the development schedule set forth in the Project Report. Upon the Department’s request, the Sponsor shall promptly provide evidence of recorded deeds of trust for all construction financing, payment of all construction lender fees, issuance of building permits (a grading permit does not suffice to meet this requirement) and notice to proceed delivered to the contractor. If no construction lender is involved, and the project is receiving low-income housing tax credits, evidence must be submitted that the equity partner has been admitted to the ownership entity, and that an initial disbursement of funds has occurred.

B. This Agreement shall expire on date specified on page 1, number 2, of this Agreement (STD 213).

4. Disputes

Applicable law, including the Department’s and the Program’s statutes, rules, regulations, and Guidelines shall apply and be enforced in the event of any conflict that becomes apparent to the Department at any time, notwithstanding the Department’s preliminary prior review of Project documentation at the time of construction loan closing.

5. Consent

The parties agree that wherever the consent or approval of the Department or the Sponsor is required under this Agreement, such consent or approval will not be unreasonably withheld or delayed, unless the same is specified as being in that party’s sole discretion or other words of similar import.

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PRE-CONSTRUCTION LOAN REQUIREMENTS

Unless otherwise approved in writing by the Department, the following conditions require compliance prior to the close of the construction loan(s) for the Development (construction loan includes a rehabilitation loan):

6. Site Control

The Sponsor shall have 100% control of the land at time of application and through permanent loan closing, and such control shall not be contingent on the approval of any other party. The status and nature of the Sponsor's title and interest in the property shall be subject to the Department's approval. Site control may be evidenced by one of the following:

A. Fee title;

B. A leasehold interest on the project property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance, prior to loan closing, with all Program requirements;

C. An enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the NOFA;

D. An executed disposition and development agreement right of way, or irrevocable offer of dedication to a Public Agency;

E. An executed encroachment permit for construction of improvements or facilities within the public right of way or on public land;

F. An executed agreement with a public agency that gives the Sponsor exclusive rights to negotiate with that agency for acquisition of the site, provided that the major terms of the acquisition have been agreed to by both parties; or

G. A land sales contract or other enforceable agreement for the acquisition of the property.

H. Other forms of site control that give the Department assurance (equivalent to A-G above) that the applicant or developer will be able to complete the Project

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and all housing designated in the application in a timely manner and in accordance with all the requirements of the Program.

If the Sponsor's interest in the property is a leasehold, the lease must provide adequate security for the Program Loan and comply with the requirements of the Uniform Multifamily Regulations ("UMR"), Section 8316. The Sponsor shall provide a copy of the ground lease for the Department's approval and review of its compliance with UMR Section 8316. The lessor and lessee will be required to sign the Department's standard form Lease Rider and Estoppel Agreement, unless the lessor agrees to sign the Program Loan documents as required by the Department and encumber all its interest in the Development. Where the lessee and the lessor are affiliated or related private parties, both the lessee and the lessor must execute the Program Loan documents so as to encumber both the leasehold and fee interests in the Development.

7. Title Report

The Sponsor shall provide a current title report for the real property on which the Development is located. If the Sponsor's interest in the property is leasehold, then the Sponsor shall provide a current title report for the leasehold interest and the fee interest.

8. Site Inspection

The Department reserves the right, upon reasonable notice, to inspect the Development site and any structures or other improvements thereon to determine whether the Development site meets the requirements of the Program Guidelines and the criteria set forth in the Project Report. If the Department reasonably determines that the site is not acceptable for the proposed Development in accordance with the Guidelines, the Department reserves the right to rescind the Award and the Loan.

9. Adaptability and Accessibility

The Sponsor and the Development shall comply with all applicable federal, state, and local laws regarding adaptability and accessibility in the design, construction and rehabilitation of residential projects for persons with disabilities. In addition, NPLH projects shall comply with the accessibility requirements referenced in Section 213 (b) of the Program Guidelines.

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10. Physical Needs Assessment

If the Development involves rehabilitation of existing units, the Sponsor shall provide a post-rehabilitation physical needs assessment acceptable to the Department, in accordance with instructions provided by the Department.

11. Reserve Study

Upon request by the Department, Sponsor shall provide an independent, third-party replacement reserve study acceptable to the Department.

12. Development Budget

Unless otherwise approved in writing by the Department, prior to the close of any construction financing, the Sponsor shall provide to the Department for its review and approval, a copy of the construction lender(s)' approved development budget.

13. Reasonable Development Costs

Sponsor shall provide to the Department evidence that total development costs are reasonable and necessary for the proposed improvements. To verify cost reasonableness, the Department may require qualified third-party verification of costs, evidence of the competitive bidding of major trades and real estate appraisals. Where the Development is a component of a larger development, the Sponsor shall submit to the Department for its approval, a development cost sharing breakdown for the entire development which covers all development costs for each of the individual components of the entire development and includes a discrete development budget for the Development consistent with the budget in the Application and Project Report. Eligible costs for Developments are limited to costs as specified in Guideline Section 200(a) and (b).

14. Cost Savings

If, upon completion of the Development, the total development funding sources exceed the total development costs, the Department will share costs in accordance with UMR Section 8313.1.

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15. Sponsor Control of Development

Sponsor shall provide evidence satisfactory to the Department that the Sponsor identified in the Application and who demonstrated the requisite experience, pursuant to Section 202 of the Guidelines, in the application process, has and will retain full control over the development, construction, ownership and management of the Development through control of the borrowing entity by the Sponsor either directly as Borrower, or as a managing general partner of Borrower, or as the member/manager of the general partner of the Borrower. At a minimum, the sponsor-controlled general partner must solely perform the substantial management duties identified in Board of Equalization Rule 140.1(a)(10) as items (A), (H), (I) and (K).

The same control requirement applies to any Borrower organized as a limited liability company. The failure to demonstrate the requisite control of the borrowing entity by the Sponsor may result in significant delay in the processing, or potentially the cancellation, of the Program Loan. The Sponsor which demonstrated the requisite experience of owning and developing affordable rental housing, shall execute the Department's Sponsor Operating Guaranty to ensure that the Sponsor has the resources and experience to develop, own and manage the Development. The organizational structure of the Borrower, including the control and ownership by the Sponsor or Sponsors, and any changes thereto, must be reviewed and approved by the Department and must comply with all Program requirements.

16. Limited Partnership Agreement (LPA)

If the Borrower is a limited partnership, the Department neither approves nor disapproves the LPA, but may require changes, if necessary to ensure, among other Program requirements, appropriate sponsor control, and that the term of the LPA is equal to or greater than the term of the Department’s loan documents. In the event of any conflict between the LPA and the Department’s loan documents and regulations, the Department’s loan documents, Guidelines, and applicable statutes and regulations shall control.

17. Relocation Plan

If there is or will be any residential or commercial displacement directly or indirectly caused by the Development, the Sponsor shall provide a relocation plan conforming to the requirements of State laws and the regulations adopted by the Department in California Code of Regulations, Title 25, Section 6000 et seq prior to the beginning of construction or any displacement (whichever is sooner). The Development budget

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shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan approved by the Department. Should a relocation plan not be required, Sponsor must provide documentation for Department approval that there are no relocation requirements.

18. Architect Contract

The Sponsor shall enter into a contract with an architect to provide professional services for the Development. The contract shall require an architect to supervise the construction work, conduct periodic site visits, prepare periodic inspection reports, verify the validity of the construction contractor's payment requests, prepare or review change orders, and, upon completion of construction, provide the certification described in paragraph 31 of these General Conditions.

19. Appraisals

If the property for the Development is being purchased, the Sponsor shall provide an appraisal acceptable to the Department of the as-is value of the property, prepared by a qualified, licensed appraiser who is approved by or otherwise acceptable to the Department.

20. Non-Department Financing

The Sponsor shall qualify for and obtain the financial assistance, loans and grants described in the Application for both the construction and permanent periods. Final terms and conditions of the non-Department financing must substantially conform to the terms and conditions of the Sponsor's Program Loan Application. The terms and conditions of all financing shall be subject to the Department's review and approval.

21. Senior Loan Terms and Disclosures

The terms of loan(s) in a lien position senior to the Program Loan must comply with all the underwriting standards of UMR Sections 8310 and 8315, as may be modified by the Program Guidelines.

No subordination may limit the Department's remedies and must comply with UMR Section 8315.

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Balloon payments are not allowed on senior debt, except as provided pursuant to UMR section 8310. Senior loans are prohibited from including call option language in the terms of the loan other than is reasonable in case of default, nor may Sponsor be required to remarket Bonds prior to expiration of the senior loan. Financial instruments on senior loans (including but not limited to swaps, collars, and interest rate hedges) must extend for the full term of the senior loan and cannot be required to be renewed or extended prior to the end of the full term.

Sponsors must obtain an interest rate cap on any interest rate that is not fixed for the full term of the senior loan. The interest rate at the cap must not jeopardize project feasibility. Interest rate resets, renewals, extensions of letters of credit, or other senior loan provisions, must not require the Sponsor to re-qualify.

All payments, lender fees, bond fees, issuer fees, trustee fees, letter of credit fees, swaps fees, hedge fees, enhancement fees, credit facility and liquidity fees, and other fees, charges, and costs, in addition to principal and interest payments, must be fully disclosed to the Department in the loan closing transaction summary and in the operating budget.

The Department's lien shall not be subordinated to the liens of a lender affiliated with an entity that has an ownership interest in the Project unless a covenant, regulatory agreement, or similar instrument is recorded senior to the lender's documents that includes the provisions of UMR Section 8310(f), as may be modified by the Program Guidelines.

22. Environmental Conditions

The Sponsor shall provide a Phase I Environmental Site Assessment ("ESA") for the Development, in conformance with ASTM Standard Practice E 1527, evaluating whether the Development is affected by any recognized environmental conditions. In the event the Phase I ESA indicates evidence of recognized environmental conditions and the Sponsor desires to proceed with the Development, the Sponsor shall provide the Department with a Phase II report and such further reports as required by the Department in a form acceptable to the Department. Any remediation work to be performed shall be subject to Department approval. The Sponsor shall also provide an asbestos assessment and a lead-based paint report for the Department's approval if the Development involves rehabilitation or demolition of existing improvements.

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23. Article XXXIV

All Projects shall comply with Article XXXIV, Section 1 of the California Constitution ("Article XXXIV"), as clarified by the Public Housing Election Implementation Law (Health & Safety Code, §§ 37000 – 37002). Prior to the award of funds by the Department, the Sponsor shall submit documentation which shows, to the Department's satisfaction, that the Project complies with or is exempt from Article XXXIV.

CONSTRUCTION PHASE REQUIREMENTS

24. Construction Phase Information

If requested by the Department, the Sponsor shall provide the Department information during the construction period including but not limited to all change orders and modifications to the construction documents, all inspection reports prepared by the Development architect and other consultants, and information relative to Development income, expenses, occupancy, relocation benefits and expenses, contracts, operations, and conditions of the Development. Upon written notice to Sponsor, Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within (10) ten business days of receipt by the Department. Sponsor shall not authorize or approve any change orders rejected by the Department.

25. Inspection

The Department and any authorized representative of the Department shall have the right, during construction and thereafter, to enter upon and inspect the construction of the Development. Such right to inspect shall include, but shall not be limited to, the right to inspect all work done, all materials and equipment used or to be used, and all books and records, including payroll records, maintained in connection with the construction work. Such right of inspection shall be exercised in a reasonable manner.

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The Department shall have no affirmative duty to inspect the Development and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to complete any such inspection. The fact that such inspection may or may not have occurred shall not relieve the Sponsor, the contractor, the construction lender, the architect, the structural engineer, the locality, or anyone else of any obligation to inspect the Development.

26. Updated Information

Sponsor shall provide the Department updated documentation for any change in the information previously provided relating to the Program Award, including updated sources and uses and income information. All changes shall be subject to Department approval. However, if the Development is changed in any way as to make it ineligible under the Guidelines, then the Program Award commitment will be cancelled, and all Program funds awarded to the Sponsor shall be disencumbered.

27. Evidence of Existence of Application Selection Criteria

Upon request, Sponsor shall provide to the Department evidence of the existence of the amenities, services, improvements, features and characteristics of the Development which were included in the Application and as set forth in the Project Report and awarded points under Section 205 of the Guidelines in the Department's rating of the Application.

28. Signage

Sponsor shall place signs on the construction site for the Work stating that the Department is providing financing through the NPLH Program in an appropriate location(s), typeface and size containing the following message:

Palm Villas at Red Bluff

THIS PROJECT HAS BEEN MADE POSSIBLE
BY FINANCING FROM
NO PLACE LIKE HOME PROGRAM
THROUGH THE
CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

No Place Like Home (NPLH), Balance of State Allocation – Round 4
NOFA Dates: 08/15/2018, as amended 10/29/2021 (Noncompetitive Allocation) and/or 10/29/2021 (Competitive Allocation)
Approved Date: 1/31/2022
Prep. Date: 11/27/2023

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The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders, the Department acknowledgment and logo shall also be displayed in a similar size and layout. Copies of the Department logo can be obtained by contacting the Department Contract Manager.

Upon installation of the sign, the Sponsor shall submit a digital photograph thereof to the Department to verify compliance with these signage requirements.

29. Photographs

The Sponsor will provide the Department, upon request, with copies of any photographs that may be taken of the Development by or on behalf of the Sponsor or the Development's architect. The Sponsor will provide an acceptable written consent and release agreement authorizing use of said photographs, all at no expense to the Department.

COMPLETION OF CONSTRUCTION

30. Relocation Plan Implementation Report

90 days prior to construction loan close or prior to any displacement, whichever is sooner, the Sponsor must comply with applicable local, state, and federal relocation requirements of Government Code section 7260 et seq. and California Code of Regulations, title 25, section 6000 et seq. including a relocation plan (if necessary) approved by the Department. Should a relocation plan not be required, Sponsor must provide documentation for Department approval that there are no relocation requirements (90) ninety days prior to construction loan close or prior to any displacement, whichever is sooner. The Sponsor shall provide a report, in a form acceptable to the Department, summarizing the actions taken and identifying all Sponsors of relocation assistance and benefits, and the amounts paid, and benefits provided, to or on behalf of each Sponsor.

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31. Architect Certification

Where required by the Department, the Sponsor shall cause the Development architect(s) or other appropriate professional to certify to the Department, in form acceptable to the Department, that all construction is completed in accordance with the "as-built" plans and specifications and in compliance with all applicable federal, state, and local laws relating to disabled accessibility.

32. Cost Certification

At the request of the Department, the Sponsor shall submit a Development cost certification audited by an independent certified public accountant in accordance with the requirements of the Department and TCAC, if applicable. The Sponsor (and the developer or builder if there is an identity of interest with the Sponsor) shall keep and maintain records of all construction costs not representing work done under the construction contract and to make such records available for review by the Department.

33. Recorded Notice of Completion

The Sponsor shall provide to the Department a certified copy of any Notice of Completion for the Development recorded in the county in which the Development is located.

PROGRAM LOAN CLOSING REQUIREMENTS

The Department shall not be obligated to close or fund the Program Loan unless the Sponsor has complied with and satisfied all the terms and conditions of the Guidelines, the NOFA, this Agreement, representations made in the Application and the criteria set forth in the Project Report, all in a manner satisfactory to the Department in its sole discretion, on or before the earlier of the Program Loan Closing, the Program Loan closing deadline or such earlier time, all as indicated herein.

34. Development Construction

The Development shall be constructed in compliance with the plans and specifications, subject to any change order(s) accepted by the Department where such acceptance is required.

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35. Title Insurance

The Sponsor shall provide an updated title report and an ALTA As-Built Survey acceptable to the Department. The Sponsor shall provide a pro forma ALTA lender's policy of title insurance if requested by Department. The Sponsor shall ensure the issuance to the Department of an ALTA lender's policy of title insurance. The condition of title, insurer, liability amount, form of policy and endorsements shall be subject to the approval of the Department. Such endorsements shall include, but not be limited to a CLTA endorsement 100, and may include, but shall not be limited to, CLTA endorsements 105, 110.9 and 116 (modified for apartments). The policy shall insure that the Sponsor holds good and marketable fee simple title (or leasehold, if approved by Department) and that the Department holds a fee mortgage (or leasehold) lien on the Development, free and clear of all encumbrances, encroachments, other interests, and exceptions to title other than as shall have been previously approved in writing by the Department. The Department's Deed of Trust and Regulatory Agreement and the other loans indicated under "Permanent Funding" in the Application shall have the lien priority as indicated in the Application.

36. Sponsor's Status

The Sponsor shall provide the Department with copies of all organizational documents, including but not limited to, partnership agreements, operating agreements, corporate documents, and related documents and agreements, as required by the Department. As of the date of the Program Loan closing, the Sponsor and Borrower shall be a duly organized and validly existing limited or general partnership, corporation, limited liability company, nonprofit public benefit corporation, or other valid legal entity under California law. The Sponsor or Sponsor-controlled Borrower has and shall have the authority to enter into the Program Loan and related loan documents.

37. Prevailing Wage Compliance

Where applicable, prevailing wage rates shall be paid with respect to the construction work, as the term is defined in the Standard Agreement, performed in connection with the Development. Prior to closing the Program Loan, a certificate signed by the general contractor(s) and the Sponsor is required, certifying that prevailing wages have been, or will be, paid in conformance with Labor Code Section 1720 et seq., and that labor records shall be maintained and made available to any enforcement agency upon request.

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38. Insurance

The Sponsor shall obtain and maintain for the term of the Program Loan hazard and liability insurance for the Development in accordance with the Department's requirements, including flood insurance if applicable. The Department shall be named as a loss payee or an additional insured on all such policies. Such policies also shall provide for notice to the Department in the event of any lapse of coverage and in the event of any claim thereunder. The Sponsor shall provide evidence satisfactory to the Department of compliance with these insurance requirements.

39. Program Loan and Grant Documents

The Sponsor shall enter into this Standard Agreement with the Department, which shall govern the encumbrance by the Department of the funds to be used to fund the Program Award. In addition, the Sponsor shall enter into a Regulatory Agreement(s) with the Department, governing certain matters related to the use, operation, and occupancy of the Development, including, but not limited to, the imposition of certain low-income occupancy requirements, regulation of rents on the low-income units, audits and other financial controls and reserve requirements, management oversight by the Department, compliance with federal and state laws, and other Department requirements. In addition to the Regulatory Agreement(s), the loan shall be evidenced by a Promissory Note and secured by a Deed of Trust. The Regulatory Agreement shall be recorded prior to the Department's Deed of Trust. Finally, any award of the COSR shall be evidenced by a COSRA, which performance of the covenants and conditions thereof shall be secured by the Deed of Trust. The Sponsor shall execute and enter into additional agreements and documents, as the Department may deem reasonable and necessary to meet the NPLH requirements and the terms and conditions of this Agreement. The Sponsor and any affiliate of the Sponsor which demonstrated the requisite experience of owning and developing affordable rental housing, shall execute the Department's Sponsor Operating Guaranty to ensure that the Sponsor has the resources and experience to develop, own and manage the Development.

40. Restrictions on Transfer and Change of Ownership

The Sponsor shall not, without the prior written approval of the Department: a) sell, transfer, convey, encumber, hypothecate or pledge any of the Development or the Development property, or any portion or interest in either of them; b) discharge or replace any general or managing partner if Sponsor is a partnership, or amend, modify or add to its partnership agreement except that the Sponsor may sell or

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transfer limited partnership interests without the Department's approval; c) if Sponsor is a limited liability company: change the manager(s), amend, modify or add to its operating agreement or management structure; d) wind up, liquidate or dissolve its affairs or enter into any transaction of merger or consolidation; or e) change the organizational structure of the Sponsor. Other requirements governing sales, transfers, and encumbrances in Section 216 of the Program Guidelines must also be satisfied.

41. Rental Subsidy Contract

The Sponsor shall provide the Department with complete copies of all contracts and amendments thereto, regarding rental subsidies to be provided to tenants residing in the Development.

42. Substitution of Rent or Social Service Subsidy

Sponsor may substitute a source of funding equivalent to the original rent or social service subsidy. The amount, terms, and conditions of the new source of funding must provide an equivalent or greater level of subsidy to the project, acceptable to the Department.

43. Final Certificate of Occupancy

The Sponsor shall provide a final certificate of occupancy (or an equivalent form of occupancy certification or approval) issued by the local agency having jurisdiction over such certificates.

44. Environmental Conditions Remedial Work

All remedial work on recognized environmental conditions shall be completed prior to loan. closing. The Sponsor shall provide the Department with an environmental update/operations and maintenance plan if remedial work was required with evidence of lead-based paint and/or asbestos-containing materials remediation if applicable.

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45. Reserve Accounts

The Sponsor shall establish and maintain reserve accounts as required by the Department and as further described in the Regulatory Agreement. All withdrawals shall require prior written approval from the Department, as provided in the Regulatory Agreement.

46. Operating Reserve Account

The Sponsor shall fund an operating reserve account in accordance with Section 8308 of the UMRs and subject to the requirements thereof. The specific amount of the Operating Reserve Account shall be set forth in the Regulatory Agreement.

47. Replacement Reserve Account

The Sponsor shall establish a replacement reserve account in accordance with Section 8309 of the UMRs. The replacement reserve account shall be funded by monthly deposits from operating income, or a combination of operating income and development sources as indicated in the Regulatory Agreement. The amount of the monthly deposits may be adjusted, as determined by the Department, in its sole discretion, based on reserve studies performed by an independent third party at the Sponsor's expense as requested by the Department or as based on other reliable indicators of future reserve needs.

48. Capitalized Reserve Accounts

If Program funds are used to fund a reserve account, the Department shall disburse such funds in a manner to ensure the proper funding of the reserve. The proceeds of the Program Award may be used to capitalize only the operating reserve accounts and, in an amount, required by UMRs Sections 8308 and Section 209 of the Guidelines. Proceeds of the Program Award may not be used to capitalize rental subsidy reserves, except as authorized in accordance with the above-mentioned sections.

All reserves capitalized under Section 209 of the Guidelines shall be provided by the Department in the form of a grant and shall be evidenced by a COSRA, which shall be secured by a deed of trust recorded against the real property of the housing development in favor of the Department, for the purpose of securing performance of the covenants and conditions of (among other Program documents) the COSRA.

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The lien will continue for the entire duration of the COSRA and shall be subject to the provisions of Section 209 and other applicable provisions of the Guidelines. The security for the grant agreement will be recorded junior only to such liens, encumbrances, and other matters of record approved by the Department and shall secure the Department's financial interest in the Project and the performance of the Applicant's Program obligations.

49. CalHFA and HUD Funded Projects

Projects subject to the HUD Section 811 and 202 programs or receiving a permanent loan from CalHFA shall not be subject to Program reserve requirements during the time such projects are regulated by HUD or CalHFA and the Sponsor complies with the applicable CalHFA or HUD reserve requirements.

50. Asset Management and Compliance Requirements

The Sponsor shall obtain the Loan Closing Checklist in the course of closing the NPLH loan, and must submit all documents required, for the Department's approval, including but not limited to the following (in a format provided or approved by the Department): a) a proposal for management agent with management agent's qualifications attached; b) a management contract; c) a management plan; d) a template residential tenant lease; e) an initial-year operating budget and Schedule of Rental Income (SRI); and f) property hazard and liability insurance in accordance with the then-current HCD Insurance Guidelines. Prior to close of the Program Loan, the Sponsor shall obtain the Department's review and approval of the above-mentioned items a) through f) and any additional documents required by the Department.

Furthermore, the Sponsor shall be provided links to HCD's Asset Management and Compliance webpage, which, in conjunction with the Regulatory Agreement, sets forth the obligations and requirements for the use, operation and occupancy of the Development, including but not limited to: annual reporting requirements which include but are not limited to budgets, SRIs, and supportive housing services plans; audit requirements; and other obligations as determined (and may be amended from time to time) by the Department and noted on the webpage.

51. Supportive Services

The County shall ensure that the supportive service requirements of Section 203 of the Program Guidelines are met. The County must provide mental health services

EXHIBIT D

and coordinate the provision of or referral to other supportive services, including but not limited to substance use treatment services, to NPLH tenants for a minimum of (20) twenty years. The County's obligations pursuant to this requirement shall begin when a Project receives its certificate of occupancy, or other evidence of Project completion for Projects already occupied.

52. Tenant Referrals, Affirmative Fair Housing Marketing Plan, and Fair Housing Compliance

Sponsor shall be required to use their local homeless Coordinated Entry System, or other similar referral system for persons At-Risk of Chronic Homelessness, as set forth in Section 211 of the NPLH Guidelines and their Application. Sponsor shall develop and implement an affirmative fair housing marketing plan satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for assisted units in the Development. Sponsor is encouraged to refer to HUD's guidelines and other guidance for Affirmative Fair Housing Marketing Plans done with use of a Coordinated Entry System. Sponsor shall comply with all state and federal fair housing laws. At the Department's election, Sponsor must submit an attorney's opinion acceptable to the Department describing the intended occupancy restrictions and how they comply with the Unruh Civil Rights Act in the California Civil Code and the Fair Employment and Housing Act in the California Government Code. Occupancy restrictions must be carried out in a manner which does not violate state or federal fair housing laws. Any additional subpopulation targeting or occupancy preference for an NPLH Project beyond what is permitted under Section 206 of the Program Guidelines must be approved by the Department in writing prior to construction loan closing and must be consistent with federal and state fair housing requirements. The project integration requirements of Section 202 (e) of the Program Guidelines must also be satisfied.

Pursuant to Welfare and Institutions Code Section 5849.9 and Guidelines Section 211, Projects utilizing funds from a County's Noncompetitive Allocation shall prioritize persons with mental health supportive service needs who are Homeless or At-Risk of Chronic Homelessness.

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53. Identification of Elderly and Veteran Units

If applicable, Sponsor must submit a report that specifically identifies the number of units rented to the elderly. The report must also specifically identify the number of units rented to military veterans.

54. TCAC and Other Regulatory Agreements

The Sponsor shall provide the Department with a copy of the TCAC Regulatory Agreement if the Development budget includes tax credits and any other regulatory agreements pertaining to the Development.

55. Property Tax Exemption

Unless expressly waived in writing by the Department, Sponsor shall provide evidence of eligibility for property tax exemption for the Development and a copy of the tax exemption application to the local tax assessor(s).

56. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Sponsor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Development, the Sponsor, its Contractors or Subcontractors, and any loan activity.

57. Change of Conditions

The Department reserves the right to re-underwrite the Development based on new information or funding sources. Particular attention will be paid to the continued feasibility of the Development and the maintenance of the security position of the Program Loan. If the new information demonstrates a reduction or elimination of financing gap being addressed by the Program loan or grant, the Department will reduce the amount of the Award accordingly. If the Department has underwritten the Program Loan using CalHFA or HUD requirements and the Development subsequently does not utilize the CalHFA or HUD financing, the Program Loan will be re-underwritten by the Department using Program requirements. In the event the Department determines the Development is no longer financially feasible, the Award and any loan or grant commitment issued by the Department may be revoked.

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58. Investor Commitments

If the Development will be receiving an allocation of tax credits from TCAC, the Sponsor shall provide the Department with a copy of all tax credit investor commitments, including referenced financial projections and any amendments.

59. Restricted Units

All units designated in the Application approved by the Department as restricted units that are not also assisted units, shall be restricted on a long-term basis by a public agency at the income and rent levels shown in the Application. Similarly, all units designated in the Application as restricted units and that are not also assisted units, shall be restricted on a long-term basis by a public agency to the designated target population.

60. Asset Management Fees

Asset management, partnership management, and similar fees shall be in compliance with UMR Section 8314(a)(1)(B).

61. Sponsor Representations

A. Sponsor represents and warrants that as of the date of this Agreement, the Sponsor is a duly organized and validly existing entity under California law and the person signing this Agreement on behalf of Sponsor has the authority to act on behalf of and bind the Sponsor in accordance with the terms of this Agreement.

B. Sponsor represents and warrants that as of the date of the Program Loan closing, the Sponsor is a duly organized and validly existing limited partnership under California law and that such limited partnership will have the authority to enter into the Program Loan and related loan documents.

C. Sponsor further represents and warrants that as of the date of the Program Loan closing, the person(s) executing the Program Loan documents will have full authority to act on behalf of and bind the Sponsor in accordance with the terms of those documents.

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62. Survival of Obligations

The obligations of the Sponsor and any other entity designated to receive any COSR disbursements as set forth in this Agreement shall survive the Program Loan permanent closing, and these parties shall continue to cooperate with the Department and perform acts and provide documents as provided herein.

63. Litigation

If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable. The Sponsor shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

64. Obligations of Sponsor with Respect to Certain Third-Party Relationships

The Sponsor shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Development with respect to which assistance is being provided under this Agreement. The Sponsor shall comply with all lawful requirements of the Department necessary to ensure the completion, occupancy and use of the Development in accordance with this Agreement.

65. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Sponsor of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

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66. Audit/Retention and Inspection

A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Sponsor and any other entity designated to receive COSR disbursements shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Sponsor and any other entity designated to receive COSR disbursements further agrees to maintain such records for a minimum period of four years after final payment under the Agreement, unless a longer period of records retention is stipulated.

B. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Development. At the Department's request, the Sponsor and any other entity designated to receive COSR disbursements shall provide, at its own expense, a financial audit prepared by a certified public accountant.

C. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause which permits access by the Department to the independent auditor's working papers.

D. If there are audit findings, the audited party(ies) shall submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the audited party(ies) in writing. If the Department is not in agreement, the audited party(ies) will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.

E. If so, directed by the Department upon termination of this Agreement, the Sponsor and any other entity designated to receive COSR disbursements shall cause all records, accounts, documentation, and all other materials relevant to this Agreement to be delivered to the Department as depository.

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67. Reporting Requirements

The County must satisfy the reporting requirements of Section 214 of the Program Guidelines as specified on forms provided by the Department. In addition, upon the Department's request, the Sponsor shall provide to the Department any and all necessary data that it is legally and factually able to provide that is required to be reported pursuant to the most recently adopted Program Guidelines.

68. Governing Law

This Agreement shall be construed with and be governed by the laws of the State of California. All references to codes refer to the California Codes.

EXHIBIT E

PROJECT-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

The following Special Conditions are applicable to this Standard Agreement:

1. **Payee(s)**

   The authorized Payee(s) is/are as specified below:

   Capital Loan Funds:

   Competitive Amount: $2,314,665

   Payee Name: Red Bluff PV Partners LP

   COSR Grant Funds:

   COSR Amount: $0.00

2. **Special Condition(s)**

1. The Sponsor who garnered the experience points at the application stage must be the Sponsor who controls the borrowing entity at construction, through permanent close of escrow, and into management and operation of the project. Organizational documents demonstrating that the experienced Sponsor has the authority to exercise control of the borrowing entity in compliance with Section 8301(s) of the Uniform Multifamily Regulations (UMR) must be submitted to the Department for review and approved by the Department prior to execution of the Standard Agreement.

2. Not less than 60 days prior to construction loan closing, the Applicant shall provide updated financial documents including, but not limited to the development budget, development sources and uses, schedule of rents and unit mix, operating budget and 15-year cash-flow analysis, which are acceptable to the Department and demonstrate compliance with all applicable Program regulations or guidelines and the Uniform Multifamily Regulations (UMR).

3. All proposed changes to the project, including but not limited to project financing, rents and unit mix, scope of work to be performed or Borrower's organizational structure must be submitted to and approved by the Department in writing.

EXHIBIT E

4. The Project has not fully satisfied all the NPLH Supportive Housing Project requirements specified in the NOFA and application. Prior to occupancy, the Sponsor shall submit for Department approval documentation, including, but not limited to, tenant selection procedures demonstrating compliance with UMR § 8305 and Housing First requirements as set forth in Welfare and Institutions Code § 8255(b) and documentation supporting supportive services plan sufficient to meet the needs of the target population.

5. Per Administrative Memo 2022-22 dated March 30, 2022, all projects have 24 months from the date of the NPLH award to close their construction loan. An extension, not to exceed six months, may be granted by the Director or his/her/their designee, at its sole discretion, only if the Sponsor has demonstrated to the Director or his/her/their designee's satisfaction that the failure was due to circumstances entirely outside the Sponsor's control and offers reasonable assurance that all financing can be secured within the extension period.

6. Article XXXIV. If additional NPLH funds are added or another program's funds are added to the project where there are more units added or stacking occurs, a brand-new Article XXXIV analysis is needed.

7. Relocation. Prior to construction loan close, the Sponsor must comply with applicable local, state and federal relocation requirements of Government Code section 7260 et seq. and California Code of Regulations, title 25, section 6000 et seq. including a relocation plan which shall be subject to the approval of the Department. Should a relocation plan not be required, Sponsor must provide documentation for Department approval that there are no relocation requirements.

8. Environmental. Prior to permanent loan conversion and before funding the NPLH Loan, the Sponsor must demonstrate to the satisfaction of the Department, that the environmental conditions described in NPLH Guidelines Section 202(j), have been satisfied.

9. Capacity to Contract. Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

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10. Authority and Resolution. Each party executing this Agreement represents and warrants to the Department that it is authorized to execute this Agreement. Each individual executing this Agreement on behalf of the entity, other than an individual executing this Agreement on his or her own behalf, represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of such entity, and that such authority is evidenced by a duly authorized resolution or other written evidence of authority from the authorizing entity. Each party hereby agrees that in the event the resolution or entity authorization providing such authority is determined by the Department, in its sole discretion, as being legally insufficient or incomplete, then within thirty (30) calendar days of demand, such entity shall provide the Department with a new resolution which meets the Department's requirements. In the event such new resolution is not timely provided to the Department, the Department may declare this Agreement null and void, in which event all funds provided by the Department hereunder shall be immediately returned to the Department by the recipient(s).

11. The final executed limited partnership agreement shall ensure compliance with all Program statutes, regulations, and guidelines including appropriate terms establishing sponsor control. The revised final executed limited partnership agreement must be provided to the Department “no later than 90 days prior to permanent loan conversion” for review and approval.

TEHAMA COUNTY HEALTH SERVICES AGENCY

Mailing Address – PO Box 400, Red Bluff, CA 96080

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ASSISTANT EXECUTIVE DIRECTOR
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MEMORANDUM OF UNDERSTANDING

Between
Tehama County Health Services Agency
and
Rural Communities Housing Development Corporation (RCHDC)
for
Olive Grove Apartments
Corning, California

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU" or "Agreement," is made and entered into by and between the County of Tehama, a political subdivision of the State of California, through its Health Services Agency (hereinafter known as "County"), and Rural Communities Housing Development Corporation (RCHDC), which formed Olive Grove Associates LP, a California Limited Partnership (hereinafter known as the "Development Sponsor"). Property management will be provided by RCHDC. Together all the above entities shall be referred to hereafter as the "Parties."

WHEREAS, the Developer Sponsor proposes to develop Olive Grove Apartments a new construction, affordable housing development consisting of 32 one and two-bedroom units, and one-three-bedroom property manager's unit, at the corner of Highway 99W and Fig Lane, in the City of Corning, Tehama County. Fifteen one-bedroom units will be dedicated to house adults 18 years or older with serious mental health disabilities that are eligible under the Local Government Special Needs Housing Program (SNHP) and the No Place Like Home (NPLH) Program.

WHEREAS, the Local Government Special Needs Housing Program provides financing from the Mental Health Services Act and is administered by the California Housing Finance Agency, CalHFA, and the No Place Like Home Program (NPLH) is administered by the State Department of Housing and Community Development (HCD), both programs provide financing for the development of permanent supportive housing for individuals living with serious mental health disabilities who are homeless, chronically homeless, or at-risk of chronic homelessness. The supportive housing is required to be linked with supportive services. The services assist the tenant to retain housing, improve his or her health, and increase his or her self-sufficiency.

WHEREAS, the County, through its Department of Health Services Agency, administers the County of Tehama's SNPH and NPLH programs; and

WHEREAS, the County and Development Sponsor will seek approval from CalHFA and HCD to use capital funds for the development of permanent supportive housing; and

WHEREAS, the funding award will be made directly to the qualified Development Sponsor through agreements with CalHFA and HCD, the County shall commit to provide supportive services to SNHP and NPLH eligible residents for the term of the project loans (55 years); and

WHEREAS, CalHFA and HCD may request that any necessary updates to the supportive services plan or related documents, including fully executed written agreements between the

County, the Development Sponsor, and the Property Management, be provided prior to the beginning of the initial rent-up period or prior to the permanent loan closing.

NOW, THEREFORE, the Parties mutually agree as follows:

Section 1. Term

This MOU shall become effective upon the final execution and shall continue until the conclusion of the SNHP and NPLH permanent loans, (anticipated at fifty-five year terms), between the Development Sponsor and CalHFA and HCD, unless terminated early or extended, in whole or in part, to ensure that this MOU is in effect throughout the life of the permanent loans.

Section 2. Intent

The intention of this MOU is to outline the roles and responsibilities among all the Parties, including County, the Development Sponsor and Property Management, and for the Parties to coordinate their resources and efforts to provide permanent affordable housing to the SNHP and NPLH Housing Program target populations utilizing the supportive housing model. Supportive services are made available to SNHP and NPLH eligible residents who may benefit from such services, to help them maintain stable housing and/or achieve improvements in health, wellness, recovery, employment, income, socialization and quality of life.

Section 3. Guiding Principles

All Parties share the following common principals that will guide this housing project:

- All Parties shall work together, establish a foundation of trust and partnership, and provide seamless and high-quality services to each tenant, based on the tenant's individual needs.
- All Parties agree to provide permanent supportive housing that incorporates core Housing First Guidelines (CA Welfare and institutions Code, Section 8255).
- All mental health services shall be client-driven and coordinated with the needs and wishes of the tenant.
- On-site and off-site supportive services provided by the County will be available to SNHP and NPLH eligible tenants on a voluntary basis.
- Social Services Amenities provided by the Development Sponsor, linked with the Low-Income Housing Tax Credit program, will be available to tenants on a voluntary basis. A representative from RCHDC and/or contract provider will attend quarterly meetings for the duration of this service (*est. 15 years*).
- All Parties shall protect tenant privacy in the delivery of services.
- The supportive services shall include linkage to community services.
- The County shall organize and facilitate quarterly meetings with representatives from the Property Management to discuss emerging project issues.
- The Parties agree to establish key objectives regarding housing stability, increased skills or income, and self-determination as a means of evaluating the program. The key objectives may be reviewed at quarterly meetings, and whenever possible, will be assessed periodically for appropriateness.

Section 4. Scope of Services

A. Responsibilities of County: Lead Service Provider (LSP)-Tehama County Health Services Agency, Behavioral Health (TCHSA-BH).

1. <u>Tenant Referral, Outreach, Screening, and Communication.</u>

a. Upon notification by Property Management about upcoming vacancies, the County will access the Tehama County Continuum of Care's Coordinated Entry System (CES) community queue to refer the top three ranked eligible participants.

b. At the time of move-in, NPLH total household incomes shall not exceed the 30% Area Median Income limit as published by HCD.

c. Screen and document eligibility of a Serious Mental Disability by qualified mental health worker. Screening and documentation are to occur before applicants are approved to move into a SNHP and NPLH unit.

d. The County will work with referring agencies to document applicant's status of Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness as defined under the SNHP and NPLH Guidelines and incorporate procedures established by local Coordinated Entry System (CES). Documentation to occur before applicants are approved to move into a SNHP and NPLH unit.

e. Be responsible for monitoring the provisions of this MOU, including conducting quarterly administrative and programmatic collaborative meetings. These meetings will help to ensure that the Parties comply with this MOU, timely development of policies and procedures as issues emerge, and that units funded through the SNHP and NPLH Housing Programs are being fully utilized.

f. Ensure representatives from the County will participant in quarterly meetings with representatives of the Property Management, to discuss coordination of referrals, services, and vacancies. When needed, a Development Sponsor representative will attend meetings.

g. Provide Property Management with a list of County staff hours, schedules of when staff will be on-site, and ongoing supportive service events. Whenever possible, keep this list updated.

2. Move-In and Ongoing Tenancy:

a. Arrange for the provision of supportive services for the term of the SNHP and NPLH Permanent Loans.

b. Explain to new SNHP and NPLH tenants the roles and responsibilities of Property Management and the County. Obtain written permission from tenants, through a Release of Information form, for Property Management staff to contact the County should any behaviors occur that could place their housing in jeopardy (for example failure to pay tenant portion of rent or to follow terms and conditions of the lease or house rules).

c. At move-in, meet with tenants to provide an orientation of voluntary services that are available on-site and off-site, and to provide information about other community resources.

d. In collaboration with each SNHP and NPLH eligible tenant conduct a "needs assessment," and develop a recovery focused service plan. Supportive services may include, but are not limited, to the following:

- Mental Health Services
- Psychiatric Evaluations
- Case Management
- Physical Health Services
- Clinical Support
- Crisis Management
- Medication Support
- Linkage to Community-Based Services
- Nursing Support
- Substance Abuse
- Wellness and Recovery Action Planning (WRAP)
- Life Skills Training
- Peer Support
- Benefits Counseling
- Basic housing retention skills
- Educational Opportunities
- Employment/Vocational Services
- Budgeting & Financial Training
- Recreational and social activities
- Representative Payee Support
- 24/7 Consumer After-Hour Crisis Support

e. Conduct ongoing assessments/evaluations to monitor progress and provide appropriate interventions as needed. Update the SNHP and NPLH tenant's service plans at least annually.

f. Provide 24/7 response for crisis intervention, when needed, using various programs implemented by the County.

g. Coordinate and participate as needed (at least once a month) in case conferences with other members of the tenant's support team to discuss tenant's progress.

h. Collaborate with Property Management, weekly or as appropriate to ensure tenants obtain the support and services needed to maintain their housing.

3. Lease Violation Intervention/Eviction Prevention:

a. Act as a liaison between the Property Management and the tenant to facilitate the communication of concerns that could jeopardize a tenant's residency.

b. In collaboration with the tenant and Property Management, establish plans to help tenants obtain appropriate support and services they need to maintain their permanent housing in times of crisis.

c. Whenever possible, notify Property Management of any changes in the supportive services offered to tenants, and any changes and/or losses of funding that could affect availability of supportive services.

4. Reporting:

a. Meet all CalHFA (SNHP) and HCD (NPLH) outcomes reporting requirements.

b. In consultation with the Development Sponsor and Property Management collect, manage and submit data to demonstrate supportive service delivery and housing outcomes for SNHP and NPLH eligible tenants.

c. Collaborate with the Development Sponsor and Property Management to prepare and submit annual supportive services budget to CalHFA and HCD. The supportive services plan and budget may be amended from time to time between the County, CalHFA and HCD. The County will notify the Development Sponsor and Property Management of anticipated changes to plan and budget.

B. Responsibilities of Development Sponsor-Rural Communities Housing Development Corporation (RCHDC).

1. Development, Construction, and Property Management Contract:

a. Legally organize as Olive Grove Associates LP, a California Limited Partnership.

b. Have sole duties and responsibility for the successful development, operation and management of the project.

c. Ensure the design and construction of the project will meet ADA requirements for accessibility.

d. Comply with prevailing wage laws regarding the payment of prevailing wages, if required by the County, or other lenders. In addition to any other indemnification provision of this MOU, the Development Sponsor shall indemnify and hold County harmless from and defend County against any and all claims of liability for any failure by the Development Sponsor arising in part or in whole from its agents, contractors, or employees' failure to pay prevailing wages for work on the project or to comply with the duties proscribed by this section.

e. On an annual basis, execute a management contract with a bonded and licensed property management agent. The Development Sponsor shall ensure the management contract includes copies of the SNHP and NPLH Regulatory Agreements and are made a part of the contract.

f. The Development Sponsor will secure a Property Management contract with Rural Communities Housing Development's Property Management Department.

g. Monitor and provide oversight of Property Management and ensure compliance with applicable local, State, and Federal statutes and regulations governing Fair Housing and tenant's rights.

h. Provide a 30-day written notice to the County prior to change in property management. Any such change may need prior approval by the County, CalHFA, HCD, and other interested lenders. Please reference the SNHP and NPLH Regulatory Agreements.

2. Outreach, Application & Screening:

a. Dedicate fifteen (15) 1-bedroom units of the approximately 32 units to SNHP and NPLH eligible candidates of the County. The SNHP and NPLH units will be integrated and randomly mixed with non-SNHP and NPLH units within apartment complex. One three-bedroom unit will be available for the on-site property manager.

b. Develop Community Outreach and Marketing Plan for lease up of new affordable housing units. The Plan shall comply with applicable local, State and Federal Fair Housing regulations. This will include the incorporating the use of the Coordinated Entry System (CES) for SNHP and NPLH units for tenant referrals. Develop an on-site wait list for non-supportive housing units, which includes procedures to administer the wait list, and ongoing maintenance of the wait list.

c. Shall ensure Property Management provides written notice to County, if an applicant certified by County as eligible for SNHP and NPLH funded unit is denied tenancy.

3. Ongoing Tenancy:

a. Per provisions of the Low-Income Housing Tax Credit program, the Development Sponsor will provide on-site social services (service amenities), for a minimum period of 15 years, that enhance the County's supportive services to residents. Social services will include, but not limited, to the following:

- Service Coordinator and/or other Services Specialist
- Case Manager
- Finance/Budgeting Classes
- Income Tax Preparation
- Adult Education Classes
- Benefit/Entitlement Assistance
- Health and Wellness Services

b. Shall ensure Property Management notifies County staff, and local Coordinated Entry System Committee when new units under construction are placed into service and/or when vacancies occur in SNHP and NPLH funded units.

c. Develop and maintain a clear separation of responsibilities and duties between the Property Management and County.

d. Establish policies and procedures for resolving conflicts between Property Management and County when they cannot reach agreement on a course of action.

e. Comply with the necessary documentation and reporting requirements and guidelines as established by the County, CalHFA, HCD and other project lenders.

f. Whenever possible, assure regular training for on-site Property Management staff in advanced safety precautions, including first aid, crisis management, conflict de-escalation and other skills.

4. Communication and Reporting:

a. Provide on-site office space for County and community service agencies to conduct individual and confidential meetings with SNHP and NPLH tenants.

b. Cooperate with the County and Property Management to collect, manage and submit data for the SNHP and NPLH Housing Program Annual Self-Certification forms, to demonstrate supportive service delivery and housing outcomes for program eligible tenants.

c. Collaborate with County and Property Management to help SNHP and NPLH tenants resolve issues as they emerge. Whenever possible, have a representative attend quarterly administrative and programmatic meetings to ensure all Parties are in compliance with this MOU, and that SNHP and NPLH units funded through the SNHP and NPLH Housing Programs are being fully utilized.

d. Submit an annual audit prepared by a certified public accountant in accordance with commonly accepted accounting standards.

e. In consultation with County, Property Management to submit financial reports, annual operating budget, and an annual supportive services budget to CalHFA, HCD, and other project lenders.

C. Responsibilities of Property Management-Rural Communities Housing Development Corporation (RCHDC).

1. Outreach, Application and Screening:

a. The SNHP and NPLH Regulatory Agreements shall be made a part of the Property Management Contract.

b. Assist Development Sponsor to create the Community Outreach and Marketing Plans, and incorporate the Coordinated Entry System (CES) for lease up of the new SNHP and NPLH supportive housing units. All Plans shall comply with applicable local, State and Federal Fair Housing regulations. This will include the Coordinated Entry System, and development of an on-site wait list for non-supportive housing units, procedures to administer the wait list, and ongoing maintenance of the wait list.

c. Create admission, eviction, and appeals policies that are consistent with requirements established by Fair Housing laws, Housing First model, and regulatory agreements with all funding sources. These policies must include reasonable accommodations for the needs of the target population, particularly the needs of hard to serve individuals (i.e., individuals with histories of substance abuse as a co-occurring disorder, bad credit, behavior management issues and/or incarceration).

d. Work with County to have supportive service applicants sign an "Authorization of Release of Information" form to allow agencies to discuss their housing issues.

e. Document NPLH tenant total household income at the time of move-in shall not exceed 30% of the Area Median Income limit as published by HCD.

f. Assisted units shall be restricted to no more than the 30% Area Median Income Rent level or below as specified in the Project's NPLH Regulatory Agreement, except, per NPLH Guidelines, if at time of recertification a tenant household's

income exceeds the 30% AMI income level and this increase is based solely on the current SSI/SSP payment rate or cost-of-living adjustment, the household rent shall not exceed 30% of household income. These units shall continue to be designated as Assisted Units.

g. Collect and maintain documentation for SNHP and NPLH tenant eligibility:

    1. Serious Mental Health Disability.
    2. Status as Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness.
    3. Incorporate local Coordinated Entry System procedures in tenant selection process.

h. Refer all candidates seeking SNHP and NPLH set aside units, who apply directly to Property Management, to the County for enrollment in the local Coordinated Entry System.

i. Provide County and applicants with a copy of reasonable accommodation policies and request forms.

j. Be responsible for consistent application of tenant selection criteria that is in accordance with all applicable Fair Housing provisions and/or applicable project funder(s) requirements, such as utilizing the Housing First model, when considering tenancy for all SNHP and NPLH unit applicants.

k. Recertification of SNHP and NPLH tenant household's income.

l. Be responsible for creation of and maintenance of a housing wait list for non-supportive housing units.

2. Move-In Process:

a. Ensure each SNHP and NPLH Housing Program unit has a lease signed by all adult members of the household, and occupied by at least one SNHP and/or NPLH eligible resident.

b. SNHP and NPLH household income at the time of move-in shall not exceed the 30 percent AMI limit as published by HCD.

c. In writing, notify the County of the day and time of move-in and, if the formal introduction to the County staff has not occurred prior to this time, facilitate introduction.

d. Provide tenant and County with current copies of the lease and the community rules.

e. Provide an orientation of the lease and the community rules to new tenants to establish Property Management expectations in areas such as use of bathroom/kitchen, rent collection, maintenance requests, etc.

f. Orient new tenants to emergency procedures.

3. Ongoing Tenancy, Maintenance of Property, Safety and Security:

a. Maintain a system for identifying contact information for tenants' assigned case managers.

b. Have the capacity to respond to tenants' requests for services within seventy-two (72) hours, contingent on the nature of the request. This shall include providing facility and maintenance support to areas used for any onsite service provisions that is equivalent to the level of maintenance provided to tenants, not to include janitorial services.

c. Ensure that staff working in the housing site, including office staff, is introduced to County staff, and is aware of the roles and responsibilities of the County.

d. Provide County with written policies and procedures for maintenance requests, including any forms that must be completed to request maintenance work.

e. Maintain all common grounds of the project. This includes outside and inside fixtures, walls and other such common areas that are not regarded as part of or under the control of the occupant's possession.

f. Comply with all applicable licensing regulations.

g. Immediately notify County, in writing, in the event of SNHP and NPLH unit occupant leaving the project for any reason.

h. Provide regular trainings for tenants and staff on basic safety and evacuation procedures (provide County copies of evacuation procedures).

i. Ensure that all onsite staff is trained on when to call emergency medical personnel or the police, and when to communicate with their supervisors and/or supportive service staff in the event of an emergency.

j. Notify County and Development Sponsor immediately of any critical incidents at housing site that results in emergency services response or police action resulting in loss of life, serious bodily harm or major capital damage to buildings.

k. Report to County any unusual or uncharacteristic tenant behavior in a timely manner *(within two (2) business day after occurrence).*

4. **Communication and Reports:**

    a. Establish policies and procedures ensuring the tenants have access to Property Management for routine business during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and at any time for emergencies.

    b. Establish policies and procedures that provide County and Development Sponsor access to a management representative twenty-four (24) hours per day, seven days a week, for emergencies.

    c. In consultation with the County and Development Sponsor to collect, manage and submit data for the SNHP and NPLH Housing Program Annual Self-Certification form, to demonstrate supportive service delivery and housing outcomes for eligible tenants.

    d. Collaborate with County and Development Sponsor to help supportive housing tenants resolve issues, as they emerge. Have a representative attend quarterly administrative and programmatic meetings to ensure all Parties are in compliance with this MOU, and that SNHP and NPLH units funded through the SNHP and NPLH Housing Programs are being fully utilized.

    e. Comply with all CalHFA and HCD permanent supportive housing rules, regulations and reporting requirements for the entire term of this MOU.

    f. Notify the County, Development Sponsor, and project lenders, in writing, 30-days prior to any potential changes to the regular operations of the housing site, or any potential changes or losses of funding that could affect the operations of the housing site.

D. General Responsibilities of All Parties

1. The County and Property Management will participate in regular joint meetings coordinated by County, on at least a quarterly basis. The purpose of this meeting will be to discuss coordination of services, referrals, and vacancies. When needed, a Development Sponsor representative will attend meetings.
2. Share with each other phone and contact directories of key staff to be involved with the housing development within their respective organizations (i.e., property managers, maintenance staff, supervisors, case managers, emergency contact phone numbers, etc.). The directory shall include e-mail, fax, office and cell phones numbers where available and appropriate. Periodically update and/or confirm contact information with each agency.
3. Share written policies, procedures, and forms for filing complaints, grievances, and incident reports related to owners, managers, or services, including an overview of the reporting structure within each organization.

4. Respect tenant confidentiality and share information about specific tenants only when they have signed an "*Authorization for Release of Information*" form. All parties agree that their intake and consent documents will disclose to tenants in writing that they live in a supportive housing site in which County, Property Management, Development Sponsor communicate confidential tenant information only when tenants have signed the above referenced authorization form. Will ensure separate files and staff are used for property management services and social services.
5. Whenever possible, conduct regular trainings for staff regarding maintaining client/tenant confidentiality, and include maintenance of client/tenant confidentiality as a work performance expectation for all appropriate job classifications.
6. Participate in regular joint meetings of management level staff coordinated by County. These meetings may occur at least two times per year, with the annual schedule established in advance.
7. Participate in data collection requirements of the SNHP, NPLH Housing Programs, and other project lenders, to include information specific to each Party's function (i.e., occupancy reports, and participation in services).

Section 5. Compensation for Services

There shall be no remuneration among the Parties hereto for services provided under this Memorandum of Understanding.

Section 6. Health Insurance Portability Act and Accountability Act HIPAA

A. All Parties included in this MOU are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. All parties hereto agree to cooperate in accordance with the terms and intent of the MOU for implementation of relevant law(s) and/or regulation(s) promulgated under this law. All Parties further agree that they shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All privacy complaints shall be referred to:
Tehama County Health Services Agency
Attn: Executive Director
P.O. Box 400
818 Main Street
Red Bluff, California 96080

B. All Parties agree to maintain the confidentiality of all mental health and/or substance abuse client information in accordance with all applicable Federal, State and local laws and regulations, and in accordance with the Business Associate Addendum, (Attachment 2), which is attached and incorporated into this Agreement by this reference. All Parties will ensure that name, addresses, phone numbers, and other individually identifiable information concerning mental health and/or substance abuse clients and the services

they may be receiving are kept confidential. Applicable confidentiality laws, include, but may not be limited to, California Welfare & Institution Code, Section 5328 through 5330, inclusive, 45 CFR Section 205.50, 42 CFR-Chapter 1-Part 2. The County will notify the County Compliance Officer of any breach of applicable confidential laws referenced herein.

Section 7. Financial Records

A. All Parties shall maintain financial, programmatic, statistical and other supporting records of its operation and financial activities in accordance with State and Federal requirements. All records shall be open to inspection and may be audited by the authorized representatives of County, and any State and/or Federal governing agencies. This provision shall survive the termination, expiration, or cancellation of this MOU.

B. All financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this MOU shall be retained collectively by all Parties for a period of twenty five (25) years, at a minimum, and shall be made available for audit by County, State or Federal representatives as necessary. In the event of litigation, claim or audit, the records shall be retained until all litigation, claims and audit findings involving the records, have been fully resolved. The twenty-five (25) year period commences upon issuance of certificate of occupancy to Development Sponsor. Exceptions to the twenty-five (25) year retention period will be made if County, State, and/or Federal laws mandate a longer retention period.

Section 8. Termination of this MOU

Either County or Development Sponsor may terminate this MOU immediately upon breach of this MOU by the other Party. A written notice of such breach must be given, and if the noticed Party fails to cure such breach to the reasonable satisfaction of the notifying Party, within thirty (30) days of delivery of the notice of breach, or such extended period as is necessary to cure the breach. Such termination by the noticing Party shall be effective at the end of the cure period if no cure has been affected. In addition, the following occurrences will give County the right to terminate this MOU. In the event:

A. A petition for the adjudication of the Development Sponsor is filed for voluntary or involuntary bankruptcy, which is not dismissed within sixty (60) days.

B. If the Development Sponsor makes a general assignment, the Development Sponsor's interest hereunder is assigned involuntary or by operation of law, for the benefit of creditors.

C. Abandonment of the project by the Development Sponsor.

D. Project is terminated and terms of the MOU are not met after expiration of the applicable cure period.

Section 9. Changes to MOU

A. This MOU may be amended by mutual consent of the Parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the Parties hereto and approved in advance, in writing, by CalHFA, HCD and/or other interested lenders.

B. All notices to be given by the Parties hereto shall be in writing, served by depositing same in the United States Post Office, postage prepaid, return receipt requested or by overnight delivery service such as Federal Express.

Notices to County shall be addressed as follows:

Tehama County Health Services Agency
Executive Director
P.O. Box 400
818 Main Street
Red Bluff, California 96080
Tel: (530) 528-3216
Fax: (530) 527-0703

Alternatively, to such other location as the County directs.

Notices to **Development Sponsor** shall be addressed as follows:

Rural Communities Housing Development Corporation (RCHDC)
Chief Executive Officer
499 Leslie Street
Ukiah, CA 95482
Tel: (707) 463-1975, ext. 112
Fax: (707)463-2252

Alternatively, to such other locations as the Development Sponsor directs.

Notices to **Property Management** shall be addressed as follows:

Rural Communities Housing Development Corporation (RCHDC)
President/CEO
499 Leslie Street
Ukiah, CA 95482
Tel: (707) 463-1975, ext. 112
Fax: (707) 463-2252

Alternatively, to such other location as the Property Management directs.

Section 10. Miscellaneous Provisions

A. SEVERABILITY: If any provisions in the MOU are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalid in any way.

B. DELEGATION AND ASSIGNMENT: Development Sponsor and Property Management shall not delegate its duties or assign its rights under this MOU, or both, either in whole or in part, without prior written consent of County, and any prohibited delegation or assignment shall be null and void.

C. ENTIRE AGREEMENT: This document and the documents referred to herein or exhibits hereto are the entire MOU between the Parties and they incorporate or supersede all prior written or oral Agreements or understandings.

D. COMPLIANCE and NON-DISCRIMINATION: All Parties warrants and certifies that, in the performance of the MOU, it shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Butte, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. All Parties further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of the MOU.

Development Sponsor and Property Management shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

Development Sponsor and Property Management represents that the Development Sponsor and Property Management are in compliance with and agrees that Development Sponsor and Property Management shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

E. HOLD HARMLESS-INDEPENDENT PROJECT SPONSOR/DEVELOPER AND PROPERTY MANAGEMENT: It is understood and agreed by Parties that the Development Sponsor and Property Management are both independent entities and that no relationship of employer-employee exists between the Parties hereto outside or what is explicitly declared and outlined in this MOU. The Development Sponsor and Property Management shall not be entitled to any benefits payable to employees of County, including County Workers' Compensation Benefits. County is not required to make any deductions from the compensation payable to Development

Sponsor and Property Management under the provisions of the MOU; and as an independent entity, Development Sponsor and Property Management hereby hold County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employees relationship exists by reason of this MOU.

F. CHILD SUPPORT COMPLIANCE PROGRAM: Development Sponsor and Property Management warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Development Sponsor and Property Management officers, employees, and agents, and subcontractors performing the work or services required by this MOU, shall obtain and maintain in effect all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this MOU and constitutes grounds for the termination of this MOU by County.

H. CONFLICT OF INTEREST: Development Sponsor and Property Management officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this MOU.

I. SCOPE AND OWNERSHIP OF WORK: All work provided by the Development Sponsor and Property Management shall be the sole property of the County. Development Sponsor and Property Management shall have no proprietary interest in the programs or data they develop for the County or those programs or data developed during periods of time services are provided to the County. Development Sponsor and Property Management understand that work performed in the described manner is accomplished for the benefit of the County and becomes the sole property of the County. Development Sponsor and Property Management agree that the products of this work, its "Intellectual Property" are by rights the sole possession of the County. Intellectual Property is defined as "The ownership of ideas and control over the tangible or virtual representation of those ideas, including but not limited to program names and phone numbers.

J. DISCLOSURE OF OWNERSHIP:

1. Pursuant to 42 C.F.R. § 455.104, all County contractors, subcontractors, network providers must disclose ownership information set forth in in subsection 2(a).
2. Development Sponsor and Property Management shall submit updated disclosures to the County before entering into or renewing contracts, and within 35 days after any change in the Development Sponsor and Property Management ownership or upon request of the County.
    a) Disclosures to be Provided:
        i. The name and address of any person (individual or corporation) with an ownership or control interest in the Development Sponsor and Property Management. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

        ii. Date of birth and Social Security Number (in the case of an individual);

        iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the Development Sponsor and Property Management, of 5 percent or more interest);

        iv. Whether the person (individual or corporation) with an ownership or control interest in the Development Sponsor and Property Management is related to another person with ownership or control interest in the same or any other contractor or provider of the County as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Development Sponsor and Property Management has a 5 percent or more interest is related to another person with ownership or control interest in the Development Sponsor and Property Management as a spouse, parent, child, or sibling;

        v. The name of any other disclosing entity in which the Development Sponsor and Property Management or subcontractor has an ownership or control interest; and

        vi. The name, address, date of birth, and Social Security Number of any managing employee of the Development Sponsor and Property Management.

Section 11. Insurance and Indemnification

A. The Development Sponsor and Property Management shall indemnify and hold County, its officers, agents and employees, free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any acts or omission of the Development Sponsor and Property Management, relating to or in any way connected with or arising from the accomplishment of the work by the Development Sponsor and Property Management.

B. Without limiting Development Sponsor and Property Management indemnification of the County, Development Sponsor and Property Management shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by Development Sponsor and Property Management, Development Sponsor and Property Management's agents, representatives, employees, and subcontractors. At the very least, Development Sponsor and Property Management shall maintain the insurance coverage, limits of coverage and other insurance requirements as described in Standard Insurance Requirements for County contracts (Attachment 1), which by reference is incorporated hereto. Certificates evidencing the maintenance of Development Sponsor and Property Management's insurance coverage shall be filed with County. Said certificates must be on file prior to services performed under this MOU.

Section 12. Jurisdiction and Venue

Should a dispute arise pertaining to this MOU, it is to be construed under laws of the State of California. All Parties agree to the jurisdiction and venue of the appropriate courts in the County of **Tehama**, State of California.

Section 13. Signatures

All Parties mutually agree to fully, and faithfully perform all applications set forth in this MOU. All parties agree to have their duly authorized signatories sign this MOU.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this MOU in the County of Tehama, State of California.

Rural Communities Housing Development Corporation

By: Brad mc Donald — 6/18-2020
Brad McDonald, Chief Executive Officer — Date

Olive Grove Associates LP, a California Limited Partnership

By: **Olive Grove Associates LLC, a California Limited Liability Company**
By: Pine Meadows Corporation, a California nonprofit public benefit corporation
Its sole member and manager

By: Brad mc Donald — 6/18-2020
Brad McDonald, Chief Executive Officer — Date

County of Tehama

By: [signature] — 6/11/20
Valerie S. Lucero, Executive Director — Date
Tehama County Health Services Agency

ATTACHMENT 1
STANDARD INSURANCE REQUIREMENTS

Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE

1) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).

2) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.

3) Workers' Compensation Insurance - As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease.

4) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required. **(If not contracting for professional services, delete this paragraph.)**

B. MINIMUM LIMITS OF INSURANCE

1) **General Liability:** At least $1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least $2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

2) **Automobile Liability:** At least $100,000 to cover bodily injury for one person and $300,000 for two or more persons, and $50,000 to cover property damages. However, policy limits for construction projects shall be at least $1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.

3) **Workers' Compensation and Employer's Liability:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease.

4) **Professional Liability Insurance (If not contracting for professional services, delete this paragraph)** Professional liability insurance covering professional services shall be provided in an amount of at least $1,000,000 per occurrence or $1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contactor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

1. **General liability insurance policies shall be endorsed to state:**

   a) The County, its officers, officials, employees and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

   b) 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 the Contractor's insurance and shall not contribute with it.

   c) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. **Construction contracts.** Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to http://www.ambest.com/)

F. VERIFICATION OF COVERAGE.

Contractor shall furnish the County certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

ATTACHMENT 2

COUNTY OF TEHAMA
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (Addendum) supplements and is made a part of the contract (Contract) by and between **County of Tehama** (COUNTY), a covered entity and **Rural Communities Housing Development Corporation**, BUSINESS ASSOCIATEs, and is effective as of the date of the Contract.

RECITALS

A. COUNTY wishes to disclose certain information to BUSINESS ASSOCIATE pursuant to the terms of the Contract, some of which may constitute Protected Health Information (PHI) as defined below.

B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health (HITECH) Act, Public Law 111-005, and regulations promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require COUNTY to enter into a contract containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and continued in this Addendum.

Definitions

(a) Unless otherwise noted, the following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Business Associate. "BUSINESS ASSOCIATE" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean **Rural Communities Housing Development Corporation**.

(c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the **County of Tehama (COUNTY)**.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

BUSINESS ASSOCIATE agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Contract or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Contract;

(c) Report to COUNTY any use or disclosure of protected health information not provided for by the Contract of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Reports are to be made by BUSINESS ASSOCIATE to COUNTY as follows: 1) by telephone within 24-hours of discovery of suspected breach or security incident; and 2) by written notice, in a form prescribed by the COUNTY, within three (3) business days of discovery of suspected breach or security incident.

BUSINESS ASSOCIATE agrees that COUNTY will be responsible for breach notification obligations resulting from BUSINESS ASSOCIATE'S breach of COUNTY's unsecured protected health information. BUSINESS ASSOCIATE agrees to assist COUNTY in responding to, providing notification of, and mitigating any negative consequences of BUSINESS ASSOCIATE'S breach of COUNTY'S unsecured protected health information. BUSINESS ASSOCIATE is to contact: Executive Director, Tehama County Health Services Agency regarding notifications, written communications, and breach response activities required by this Addendum.

This section shall apply only to COUNTY data under BUSINESS ASSOCIATE'S care, custody or control. BUSINESS ASSOCIATE will be responsible for breach notification obligations arising from the breach of BUSINESS ASSOCIATE'S protected health information.

BUSINESS ASSOCIATE agrees to defend, indemnify, hold harmless and release COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, arising out of or in connection with the negligent acts or omissions or willful misconduct by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE'S officers, agents and employees, which results in a breach of COUNTY's unsecured protected health information;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree to the same restrictions, conditions, and requirements that apply to BUSINESS ASSOCIATE with respect to such information;

(e) Make protected health information in a designated record set available to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY'S obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the COUNTY pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy COUNTY'S obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY'S obligations under 45 CFR 164.528;

(h) To the extent BUSINESS ASSOCIATE is to carry out one or more of COUNTY'S obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the COUNTY in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) BUSINESS ASSOCIATE may only use or disclose protected health information as necessary to perform the services set forth in the Scope of Work included in the Contract.

(b) BUSINESS ASSOCIATE may use or disclose protected health information as required by law.

(c) BUSINESS ASSOCIATE agrees to make uses and disclosures and requests for protected health information consistent with COUNTY'S minimum necessary policies and procedures.

(d) BUSINESS ASSOCIATE may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below, to the extent those specific uses and disclosures are permitted by the Contract.

(e) BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(f) BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE, provided the disclosures are required by law, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) BUSINESS ASSOCIATE may provide data aggregation services relating to the health care operations of the COUNTY.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) COUNTY shall notify BUSINESS ASSOCIATE of any limitation(s) in the COUNTY'S notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

(b) COUNTY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

(c) COUNTY shall notify BUSINESS ASSOCIATE of any restriction on the use or disclosure of protected health information that COUNTY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

Permissible Requests by Covered Entity

COUNTY 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 CFR Part 164 if done by COUNTY. BUSINESS ASSOCIATE is permitted uses and disclosures of protected health information for data aggregation or management and administration and legal responsibilities of the BUSINESS ASSOCIATE, if such uses or disclosures are permitted by the Contract.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the effective date of the Contract, and shall terminate concurrent with the termination of the Contract, or on the date COUNTY terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. BUSINESS ASSOCIATE authorizes termination of the Contract by COUNTY if the COUNTY determines BUSINESS ASSOCIATE has violated a material term of the Contract and BUSINESS ASSOCIATE has not cured the breach or ended the violation within the time specified by COUNTY.

(c) Obligations of Business Associate Upon Termination. Upon termination of the Contract for any reason, BUSINESS ASSOCIATE shall return to COUNTY (or, if agreed to by COUNTY in writing, destroy) all protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of the COUNTY, that the BUSINESS ASSOCIATE still maintains in any form. BUSINESS ASSOCIATE shall retain no copies of the protected health information.

If returning or destroying COUNTY protected health information is not feasible, and retention has been approved by the COUNTY in writing, or if the Contract authorizes BUSINESS ASSOCIATE to use or disclose protected health information for its own management and administration or to carry out its legal responsibilities and the BUSINESS ASSOCIATE needs to retain protected health information for such purposes after termination of the Contract, the following shall apply:

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of COUNTY, shall:

1. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
4. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained, and subject to the same conditions which applied prior to termination;
5. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities; and
6. BUSINESS ASSOCIATE shall obtain and return to COUNTY (or, if agreed to by COUNTY in writing, destroy or ensure the destruction of) all COUNTY protected health information created, received or maintained by any of BUSINESS ASSOCIATE'S subcontractors.

(d) Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of the Contract.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum.

County of Tehama– Covered Entity	**Rural Communities Housing Development Corporation– Business Associate**
Signature: Valerie S. Lucero	Signature: Brad McDonald
Name: Valerie S. Lucero	Name: Brad McDonald
Title: Executive Director	Title: CEO
Date: 6/11/20	Date: 6/18-2020

Tehama County

Agenda Request Form

File #: 26-0880 **Agenda Date:** 6/23/2026 **Agenda #:** 22.

PERSONNEL - Personnel Director Coral Ferrin

Requested Action(s)
a) INFORMATIONAL PRESENTATION - Regarding County of Tehama vacancies, recruitment and retention efforts

b) PUBLIC HEARING - Conduct a public hearing in compliance with Assembly Bill (AB 2561), codified in Government Code section 3502.3

c) Request to accept the status of County of Tehama vacancies, recruitment and retention efforts as presented

Financial Impact:
There is no financial impact associated with the presentation of this information.

Background Information:
Assembly Bill 2561 was signed into law on September 22, 2024, and took effect on January 1, 2025. In accordance with AB 2561, Tehama County is required to present the status of vacancies, recruitment, and retention efforts at a public hearing at least once per fiscal year and entitles recognized employee organization groups to present at the hearing, if they desire.

Notices were sent to the bargaining units on June 4, 2026, to advise them of the opportunity to make a presentation or present additional written material for the Board of Supervisors to review.

Further, upon request of the recognized employee organization, the County will provide additional information if the number of authorized full-time positions within a single bargaining unit meets or exceeds a 20% vacancy rate.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Tehama County Board of Supervisors will conduct a public hearing to comply with **AB 2561 Current Job Vacancies Overview (Government Code §3502.3**) (including a presentation conducted by the Personnel Office and the participating bargaining unit(s)) on **Tuesday, June 23, 2026 at 10:00 am (or as soon thereafter as the matter may be heard).**

The public hearing may be continued for one or more additional days, not to exceed a total of 14 calendar days, if additional time is required to complete the hearing. The public hearing will be held at the Board of Supervisors Chambers, Tehama County Administration Building, 727 Oak Street, Red Bluff, California.

On the date, time, and place stated above, or as soon thereafter as the matter may be heard, the Board will conduct a public hearing pursuant to AB 2561 on Current Job Vacancies, recruitment efforts, and retention strategies in the County of Tehama. At the public hearing, the Board of Supervisors will accept the presentation regarding the county's current job vacancies, recruitment efforts, and retention strategies.

Any public member may appear at the hearings noted above and be heard regarding any item in the AB 2561 Current Job Vacancies Overview. All proposals for revisions shall be submitted in writing to the Clerk of the Board of Supervisors before the close of the public hearing.

All interested persons are invited to attend and be heard. Information regarding the current job vacancies will be available at the Tehama County Clerk of the Board of Supervisors Office, 633 Washington St., Rm. 12, Red Bluff, California at least ten days prior to the public hearing, and may also be obtained by contacting Coral Ferrin, Tehama County Personnel Director, 727 Oak Street, Red Bluff, California, (530) 527-4183. Written comments may be delivered at or prior to the public hearing to the Tehama County Clerk of the Board of Supervisors Office, 633 Washington St., Rm. 12, P.O. Box 250, Red Bluff, California, 96080.

Sean Houghtby
Clerk of the Board of Supervisors

Advertising Order Confirmation

Red Bluff Daily News
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House NVRB	2123816	2123816	
Order Taker	*Customer Address*	*Payor Address*	*Customer Fax*
Susan Fullbright	727 OAK ST RED BLUFF, CA 96080	727 OAK ST RED BLUFF, CA 96080	
Order Source	*Customer Phone*	*Payor Phone*	*Customer EMail*
Select Source	530-527-4655 x 3008	530-527-4655 x 3008	accounting@tehamaso.org

Current Queue	*Invoice Text*
Ready	Ordered on 5/22/26 by sean Houghtby

Tear Sheets	*Affidavits*	*Blind Box*	*Materials*	*Promo Type*	*Special Pricing*
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External Ad Number	Pick Up	Ad Type	Released for Publication
		Legal Liner	

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Sean Houghtby
Clerk of the Board of

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Supervisors 6-6/26

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ASSEMBLY BILL 2561

VACANCY PRESENTATION

Presented By: Coral Ferrin, Personnel Director

JUNE 23, 2026

Assembly Bill 2561 (AB 2561)

- AB 2561 was signed into law on September 22, 2024, and took effect on January 1, 2025.

- The bill adds Government Code Section 3502.3 to the Meyers-Milias-Brown Act (MMBA) to address high vacancy rates in local public agencies by introducing new transparency and accountability measures, requiring regular reporting and active involvement of employee organizations, ensuring improved public service delivery.

What does that mean to us?

ANNUAL PUBLIC HEARING NOTICES

The County must hold at least one public hearing per fiscal year to present the status of job vacancies and our recruitment and retention efforts. This presentation must occur prior to the adoption of the final budget for the fiscal year.

EMPLOYEE ORGANIZATION PARTICIPATION

Recognized employee organizations are entitled to present at these hearings as well as, provide an opportunity for direct input on staffing issues.

RECRUITMENT & RETENTION EFFORTS

For bargaining units with high vacancy rates, the County will need to provide additional information regarding those vacancies and recruitment plan development.

High Vacancy Rate Bargaining Units

Detailed reporting for High Vacancy Units

(Vacancy rate exceeding 20% in one bargaining unit).

- Total number of job vacancies within the bargaining unit.
- Total number of applicants for vacant positions.
- Average number of days to complete the hiring process
- Opportunities to improve compensation and other working conditions.

Plan Development and Implementation

- Develop training, mentorship programs, or apprenticeships.
- Identify necessary changes to policies and recruitment activities.
- Identify current employees who could transition into roles within the bargaining unit.
- Partner with unions, community organizations, and stakeholders to identify and reduce any barriers there may be and improve access for applicants.

Publication & Accessibility

- The County must present the plan during a public hearing to the governing legislative body.
- The plan must be published on the agency's website for public review for at least one year.

Vacancy Rates

Data as of 5/29/26

Bargaining Unit	Total Active FTE Allocations	Total Vacant FTE	Vacancy Rate
Tehama County Deputy Sheriffs' Association (DSA)	116	22	18.97%
Joint Council	583	108	18.02%
Tehama County Law Enforcement Management Association (LEMA)	9	1	11.11%
Tehama County Management Employees' Association (TCMEA)	64	5	7.81%
Tehama County Peace Officers Association (POA)	61	14	22.95%

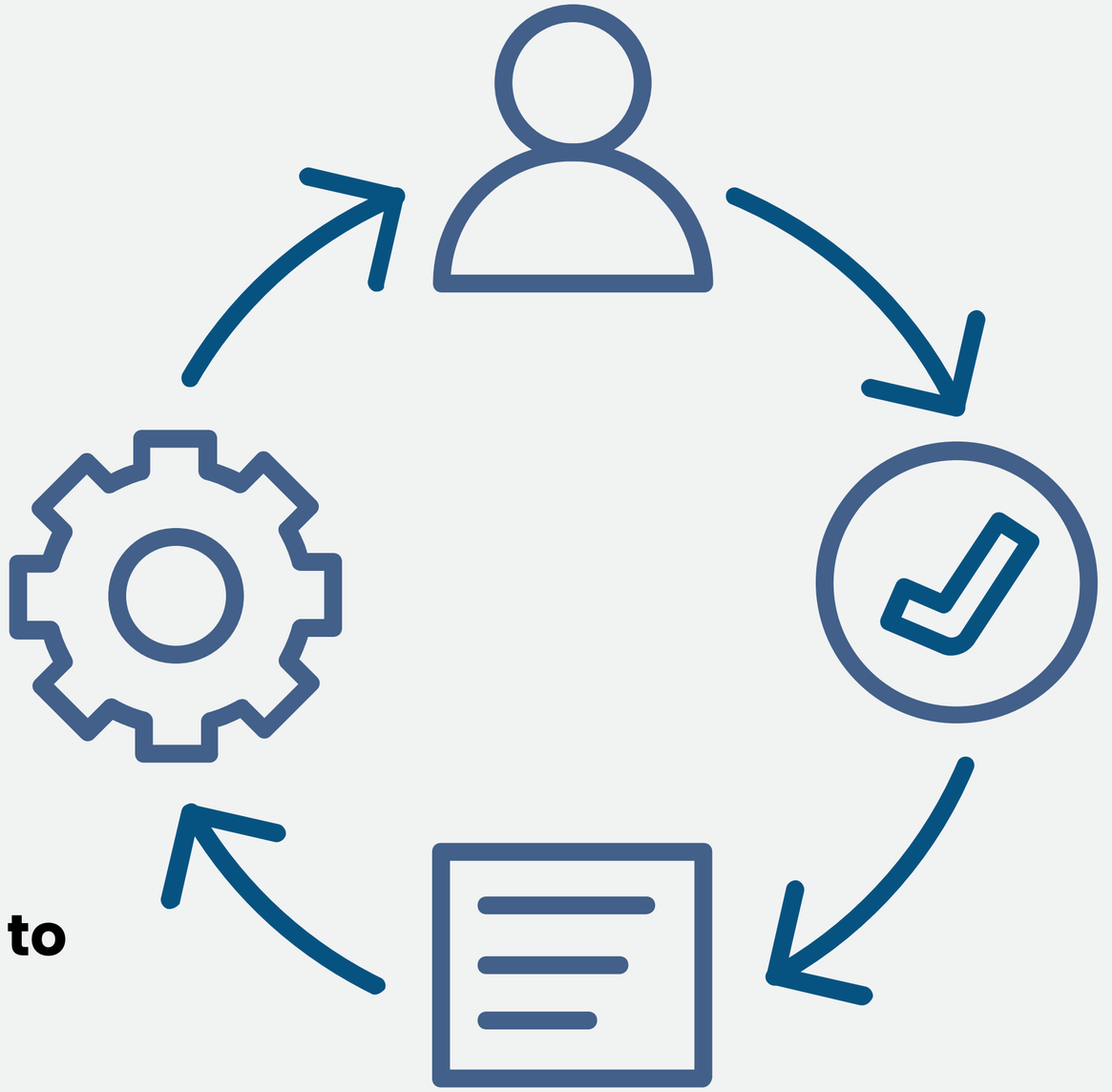
*Hold Vacant allocations and part-time allocations are not included.

Recruitment Efforts

- Career Fairs
- Partner with Colleges & Universities for programs and internships
- Targeted Recruitment
- ALMS Transition
- Collaboration with Departments
- Reduced Time to Hire
- Highlight Benefits Package



NEOGOV Onboard



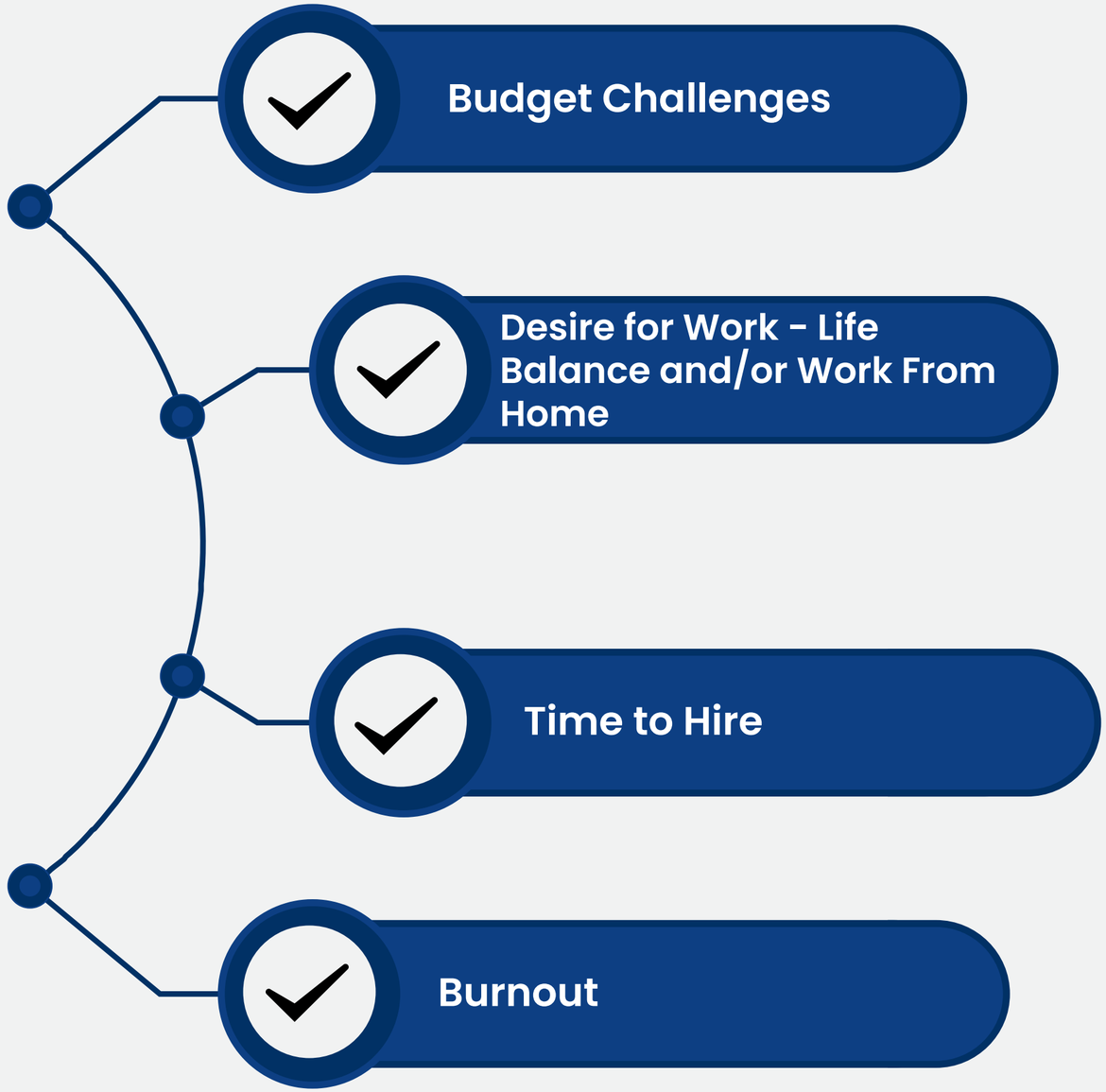
- Digital onboarding workflows
- Centralize tracking and reporting
- Allows Personnel and departments to monitor onboarding status
- Addresses communication inefficiencies

Retention Efforts



- Competitive Benefits Package
- Promoting Training & Growth Opportunities
- Ratification of MOUs

Obstacles & Challenges



THANK YOU

AB 2561 PRESENTATION - 2026



Tehama County

Agenda Request Form

File #: 26-0979 **Agenda Date:** 6/23/2026 **Agenda #:** 23.

AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona

Requested Action(s)
a) RESOLUTION / AGREEMENT - Request adoption of a Resolution confirming and authorizing the Air Pollution Control Officer to sign the California Air Resources Board Quality Assurance Review of Point Source Emissions Data Grant Agreement #G25-EIDG-31 for the purpose of reviewing and updating data currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database in an amount up to $8,583, effective 5/31/26 and terminates 5/1/27

Financial Impact:
This Grant Agreement provides up to $8,583.00 in funding for implementation of AB 197. No match funding is required.

Background Information:
Assembly Bill 197 mandates that the California Air Resources Board (CARB) make available, and update at least annually on its website, the emissions of greenhouse gases, criteria pollutants, and toxic air contaminants for each facility that reports to the state board and air districts. CARB's criteria pollutant emissions inventory, developed in collaboration with local air pollution control districts, includes information on stationary, area-wide, and mobile sources and is available on an annual basis. Data on toxic air contaminant emissions can be found on CARB's website <https://www.arb.ca.gov/ei/ei.htm>.

The California Air Pollution Control Officers Association (CAPCOA) collaborated with CARB to offer funding for the tasks required from air districts to meet CARB’s obligations under AB 197.

The Tehama County Air Pollution Control District (District) will be required to review, update, and submit to CARB quality-assured criteria and toxic pollutant emissions data for stationary sources of criteria pollutant emissions and toxic air contaminants. The District will take responsibility for overseeing the project budget and funds. Moreover, the District must also review and update its list of facilities currently in CARB’s "California Emissions Inventory Development and Reporting System" (CEIDARS) emission inventory database.

The Quality Assurance Review of Point Source Emissions Data Grant will provide funding to the District for emission inventory activities and efforts related to AB 197. The District would need to undertake these activities regardless of the availability of grant funding. District staff is well-versed in emission inventory reporting and quality assurance. The staff has performed emission inventory tasks for CARB in the past and do not foresee any issues satisfying the grant requirements.

TEHAMA COUNTY AUDITOR'S OFFICE
GRANT FUNDING INFORMATION
(Attach full copy of application and/or Notice of Award)

AUDITOR USE ONLY

DEPARTMENT	NAME OF CONTACT	PHONE NUMBER	BUDGET UNIT
TCAPCD	Joseph Tona	530-527-3717	601

TITLE OF GRANT: AB 197 Emission Inventory District Grant

GRANTOR AGENCY: California Air Resources Board

GRANT OBJECTIVES: Implementation of AB 197

GRANT I.D. NO.: G25-EIDG-31

Federal Catalog No. *(If Applicable)*: **N/A**

GRANT PERIOD: FROM: 5/2026 TO: 05/2027

Applicable Code and/or Legislative Reference: **N/A**

DATE APPLICATION APPROVED BY BOARD:

DATE BOARD ACCEPTED FUNDS OR APPROVED CONTRACT:

IS GRANT RENEWABLE? (Check all applicable)

Yes	No	Annually	Indefinite	Specific No. of Years
X		X		

GRANT FUNDING	**FISCAL YEAR: 26/25**	**FISCAL YEAR: 25/26**
FEDERAL		
STATE	$8,583.00	$
OTHER		
1. TOTAL GRANT FUNDS	**$**8,583.00	**$**

COUNTY FUNDING		
HARD MATCH (dollars)	$0	$0
SOFT MATCH (In-kind)	0	0
2. TOTAL COUNTY MATCH	**$0**	**$0**

USE OF FUNDS		
PERSONNEL (attach detail)	$8,583.00 (@$94.75 hourly rate)	$0 (@$89.25 hourly rate)
SERVICES/SUPPLIES	$0	$0
EQUIPMENT		
OTHER CHARGES		
TOTAL FUNDS (must also= 1+2 above)	**$**8,583.00	**$0**

IF HARD MATCH REQUIRED, IDENTIFY FUNDING SOURCE**: No Match Required.**

IS MATCH FUNDING APPROPRIATED WITHIN EXISTING BUDGET? YES NO

METHOD OF PAYMENT OF GRANT FUNDS: REIMBURSE: X ADVANCE:

ANTICIPATED DATE(S) OF RECEIPT OF GRANT FUNDS: Fiscal Year 25/26

EXPENDITURE DEADLINE: May 1, 2027s

IS INTEREST EARNING ON GRANT FUNDS REQUIRED BY LAW? YES NO X

WILL THERE BE IMPACTS TO HOUSING, STAFF OR OTHER COUNTY SUPPORT SERVICES? (If yes, please explain. Use attachment if needed.) YES NO X

6/2/2026

DEPARTMENT HEAD SIGNATURE DATE: 5/19/2025

RESOLUTION NO.2026-
BEFORE THE TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT BOARD OF DIRECTORS AUTHORIZING GRANT AGREEMENT WITH THE CALIFORNIA AIR RESOURCES BOARD TO IMPLEMENT AB 197 QUALITY ASSURANCE REVIEW OF POINT SOURCE EMISSIONS DATA GRANT AGREEMENT

WHEREAS, the California Legislature passed and the Governor signed Assembly Bill (AB) 197 in 2016;

WHEREAS, AB 197 requires the state board to make available, and update at least annually, the emissions of GHG, criteria pollutants, and toxic air contaminants over time for each facility that reports to CARB under the Mandatory Reporting Regulation (MMR), and to integrate toxic air contaminant emissions with GHG and criteria pollutants; and

WHEREAS, in coordination with CARB, the California Air Pollution Control Officers Association (CAPCOA) Board approved funding allocations for direct reimbursement for air district project work towards helping CARB meet its requirements under AB 197; and

WHEREAS, the Tehama County Air Pollution Control District (District) has been approved for a grant by CARB according to the funding allocation by CAPCOA, to help cover the costs to review and update data currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database in support of CARB's requirements under Assembly Bill 197; and

WHEREAS, if additional funding becomes available, the Grant may be amended in subsequent years to provide additional funding to improve the future data loaded into the CEIDARS database; and

WHEREAS, CARB requires a Board resolution authorizing the District to sign the Grant Agreement and accept funding; and

NOW, THEREFORE, BE IT RESOLVED that the Tehama County Air Pollution Control District Governing Board hereby authorizes the Air Pollution Control Officer (APCO) to sign the Quality Assurance Review of Point Source Emissions Data Grant Agreement with CARB; and

BE IT FURTHER RESOLVED that the Tehama County Air Pollution Control District Governing Board hereby authorizes the Air Pollution Control Officer to accept any allocated and awarded funds to the District under the Quality Assurance Review of Point Source Emissions Data Grant Agreement.

The foregoing resolution was offered on a motion by Director _____, seconded by Director _____ 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 Air Pollution Control Board of the County of Tehama, State of California, hereby certify that the above and foregoing is a full, true and correct copy of the resolution adopted by said Air Pollution Control District Board on the _____ day of _____, 2026.

Dated: This _____ day of _____, 2026

Sean Houghtby, County Clerk and ex-officio Clerk of the Air Pollution Control District Board of the County of Tehama, State of California

by_____
Deputy

Grant Agreement Cover Sheet

1. Grant Agreement Cover Sheet

Grant Number: G25-EIDG-31	
Name of Grant Program: Emission Inventory District Grant (EIDG) Program	
Grantee Name: Tehama County Air Pollution Control District	
Taxpayer's Federal Employer Identification Number: 94-6000543	
Total Grant Amount Not to Exceed: $ 8,583.00	
Amount Spelled Out: Eight Thousand Five Hundred Eighty-Three Dollars and Zero Cents	
Start Date: 05/31/2026	End Date: 05/01/2027

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Tehama County Air Pollution Control District (the "Grantee").

2. Other Special Terms

Other Special Terms:

3. Exhibits

Exhibit A, General Terms and Conditions
Exhibit B, Budget Summary
Exhibit B, Attachment 1, Project Disbursement Schedule
Exhibit B, Attachment 2, Project Schedule

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until this Agreement is signed by both parties and grantee receives written approval from CARB to commence performance.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

4. Grantee

Grantee's Name: Tehama County Air Pollution Control District	
Grantee's Authorized Signatory Name (print or type):	
Signature of Grantee (as authorized in resolution, letter of commitment, or letter of designation):	
Title:	Date:
Grantee's Address (including street, city, state, and zip code): P.O. Box 1169, Red Bluff, California 96080	

5. State of California

State Agency Name: California Air Resources Board	
CARB's Authorized Signatory Name (Print or Type): Alice Kindarara	
Signature of CARB's Authorized Signatory:	
Title: Manager II	Date:
State Agency Address: 1001 I Street, Sacramento, CA 95814	

EMISSION INVENTORY DISTRICT GRANT (EIDG) PROGRAM
EXHIBIT A, GENERAL TERMS AND CONDITIONS

1. AGREEMENT

The parties agree to comply with the requirements and conditions contained in this Grant Agreement (hereinafter referred to as Grant or Grant Agreement) herein, as well as all commitments identified in the Emission Inventory District Grant Guidelines covering the entire grant period (May 31, 2026 through May 1, 2027).

2. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

a. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Tehama County Air Pollution Control District (hereinafter referred to as Grantee).

b. The CARB Project Liaison is Kevin Eslinger. Correspondence regarding this project must be directed to:

Kevin Eslinger
California Air Resources Board
Air Quality Planning and Science Division
P.O. Box 2815
Sacramento, California 95812
Phone: (279) 208-7783
Email: kevin.eslinger@arb.ca.gov

c. The Grantee Liaison is Joe Tona. Correspondence regarding this project must be directed to:

Joe Tona
Air Pollution Control Officer
Tehama County Air Pollution Control District
P.O. Box 1169
Red Bluff, California 96080
Phone: (530) 527-3717 ext. 101
Email: JTona@tehcoapcd.net

3. USE OF TERMS

a. This Grant Agreement (“Grant” or “Grant Agreement”) is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as “CARB”, the “Grantor”, the “State” or the “Board”) and the air district named in the coversheet to this Grant (hereinafter referred to as the “Grantee”). Grantor and Grantee are each a “Party” and together the “Parties” to this Grant Agreement.

b. As referenced in this Grant Agreement, “Grantee” or “Grantees” means and includes, individually and collectively, Grantee’s assigns, employees, officers, and directors.

c. “Grant Recipient” or “Grant Recipients” means and includes, individually and collectively, subgrantees, sub-awardees, contractors, subcontractors, technical grantees, voucher recipients, awardees, sub-awardees, or any other individual or entity that receives any Grant Funds but excluding Grantee.

d. “Day” or “days” means calendar days, unless expressly noted otherwise.

e. “Grant Funds” means any money or funding provided by the State to Grantee or any Grant Recipient pursuant to this Grant. The total amount of Grant Funds is set out in the Grant Cover Sheet to which this Exhibit is attached. As referenced in this Grant Agreement, the phrases “Grant Funds” and “Grant Award” have the same meaning and are used interchangeably.

4. DISTRICT GOVERNING BOARD APPROVAL

a. Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board which authorizes Grantee to enter into this Grant Agreement and which commits the Grantee to comply with the requirements of this Grant Agreement.

b. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB. However, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted the governing board resolution, minute order or other approval to CARB.

c. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Project Liaison on or before August 31, 2026.

5. TIME PERIOD

a. Performance of work or other expenses billable to CARB under the Grant may begin after full execution of this Grant Agreement by both parties. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.

b. Upon completion of the project milestones, the Grantee must submit a draft Final Report to the CARB Project Liaison no later than March 1, 2027.

c. The Final Report and the final Grant Disbursement Request must be received by CARB within thirty (30) days of the project completion, but no later than May 1, 2027.

d. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by December 1, 2026, forty percent (40%) of the project scope of work has not been completed by the Grantee. In the event of such termination, Section 7. Fiscal Administration, c. Suspension of Payments and Grant Agreement Termination, of this agreement shall apply.

e. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to Section 6, Scope of Work for this Grant Agreement.

6. SCOPE OF WORK

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement. In sum, the Grantee shall review and update data currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database. If additional funding becomes available, this Grant Agreement may be amended in subsequent years to provide additional funding to the Grantee to improve the future data loaded into the CEIDARS database.

a. CARB Responsibilities: CARB is responsible for the following:

   i. Participating in a project kick-off meeting or conference call and ongoing coordination with the Grantee to discuss project activities and guide project implementation;

   ii. Reviewing and approving elements developed by the Grantee for implementation of the project, such as Progress and Final Reports;

   iii. Reviewing and approving the Grant Disbursement Forms and distributing funds to the Grantee in accordance with Exhibit B, Attachment 1, Project Disbursement Schedule, if the milestones have been met;

   iv. Providing project oversight and accountability, in conjunction with the Grantee; and

   v. Ensuring compliance with the applicable requirements of this Grant Agreement.

b. Grantee Responsibilities: The Grantee is responsible for development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:

   i. Conducting a project kick-off meeting or conference call and maintaining ongoing project coordination with the CARB Project Liaison;

   ii. Reviewing, updating and submitting the CARB quality assured criteria and toxic pollutant emissions data for calendar year 2025 for stationary sources of criteria pollutant emissions and toxic air contaminants under the Grantee’s jurisdiction;

   iii. Overseeing the project budget and funds; and

   iv. Submitting a draft Final Report, Grant Disbursement Requests, and a Final Report to CARB

c. Project Development and Implementation: The Grantee’s Scope of Work includes the following tasks and project elements:

i. Review and update the district facilities[1] in CARB's 2025 CEIDARS emission inventory database that have been rolled over from prior inventory years. The Grantee should make a determination whether any facilities in their jurisdiction should be added to the database and report the required information per Section 6. Scope of Work, c.ii., giving priority to facilities subject to CARB's Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR facilities). In addition, the Grantee will work with CARB's emission inventory staff to remove closed facilities from the CEIDARS 2025 facility tables.

ii. Review and, to the extent that the Grantee has the necessary data, update the following CEIDARS tables for each facility in operation in 2025:

FACILITY tables (FAC): The Grantee must review and update the name, address, geospatial coordinates and, to the extent available, other basic information for each emitting facility in CEIDARS.

Criteria and toxics EMISSION tables (EMS and TEMS): These tables contain the actual emissions for each emitting process. For each pollutant emitted, the Grantee must review and, if data are available, update information on the amounts emitted nationally.

iii. Reporting Applicability:

The Grantee must report into CEIDARS annual criteria pollutant emissions for all facilities that emit ten (10) tons/year or more of any of the criteria pollutants listed in Section 6. Scope of Work, c.iv. In addition, the Grantee must report annual toxic pollutant emissions data collected under the Grantee's Assembly Bill (AB) 2588 Air Toxics Hots Spots Information and Assessment Act program in accordance with the "Air Toxics Hot Spots Emission Inventory Criteria and Guidelines" (located at https://www.arb.ca.gov/ab2588/2588guid.htm).

iv. Pollutants to be Reported.

When updating the CEIDARS emissions tables described in Section 6.Scope of Work, c.ii., the Grantee must report emissions for the following criteria pollutants: total organic gases (TOG), nitrogen oxides (NOx), sulfur oxides (SOx), carbon monoxide (CO), particulate matter (PM), lead (Pb) and ammonia (NH3). In lieu of TOG and PM, the Grantee has the option of reporting reactive organic gases (ROG), and PM10 and/or PM2.5; however, if these three (3) pollutants are not reported, CARB will calculate them based upon the respective TOG and PM speciation profiles. The Grantee must also report emissions of toxics pollutants that are listed in Appendix A-I (located at https://ww2.arb.ca.gov/sites/default/files/2023-07/a1.pdf) in accordance with Section VIII.E of the "Air Toxics Hot Spots Emission Inventory Criteria and Guidelines" (located at https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2020/hotspots2020/eicgfro.pdf, with additional info available at https://ww2.arb.ca.gov/our-work/programs/ab-2588-air-toxics-hot-spots/hot-spots-inventory-guidelines).

[1] For purposes of this Grant Agreement, "facility" means a stationary source within the Grantee's jurisdiction that is a reportable source of criteria pollutant or toxic air contaminant emissions.

d. Project Kick-off and Ongoing Coordination:

Before initiating work on the project, a one-time kick-off meeting or conference call will be held between the Grantee and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work. Ongoing Grantee coordination and review meetings with the CARB Project Liaison to discuss project status will be held as needed. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. These meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.

e. Progress Reports:

The Grantee must submit a Progress Report to CARB by December 1, 2026, providing a summary of the work completed. Alternately, if all the tasks identified in Section 6, Scope of Work have been completed, the Grantee may submit a Draft Final Report.

Progress Reports may be submitted electronically and, at a minimum, must include:

i. Title of project, name of Grantee, and Grant number;

ii. Summary of work completed and in progress, noting progress toward completion of tasks and milestones identified in the work plan;

iii. Identified problems or concerns and proposed solutions, if applicable; If the Grantee is requesting a grant disbursement, the Progress Report must also include:

iv. Accounting summary of Grant funds expended; and

v. Itemized invoice showing all costs for which reimbursement is being requested.

f. Final Report:

The Grantee must submit a Draft Final Report by March 1, 2027, providing a summary of any additional work conducted after the Progress Report. If CARB staff determine that revisions are necessary, the Grantee must submit a Final Report by May 1, 2027. At a minimum, the Final Report must include the following:

i. Title of project, name of Grantee, and Grant number;

ii. Accounting summary of Grant funds expended;

iii. Summary of work completed; and

iv. Narrative of how the milestones have been met.

g. Grant Disbursement Requests:

Upon completion of all the tasks identified in Section 6, Scope of Work, the Grantee may submit a Grant Disbursement Request using the AB 197 Grant Disbursement Request Form. Disbursement Requests must be accompanied by a Progress Report or Final Report.

7. FISCAL ADMINISTRATION

a. Budget:

i. The maximum amount of this Grant is up to **Eight Thousand Five Hundred Eighty-Three Dollars and Zero Cents ($8,583.00)**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.

ii. The budget for this project is shown in Exhibit B, Budget Summary. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.

iii. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project.

b. Grant Disbursements:

All disbursements from the total Grant award will be made following CARB's review and approval of Grant Disbursement Request Forms documenting completion of project milestones.

i. The Grantee must submit original signed Grant Disbursement Requests via mail or email to the CARB Project Liaison, identified above in Section 2.b. A disbursement request must be made in conjunction with completed milestones documented in a Progress Report, Draft Final Report, and/or Final Report. Grant payments are subject to CARB's approval of the Progress Report or Draft Final Report or Final Report and any accompanying deliverables. A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented, a deliverable meeting specification has not been provided, claimed expenses are not documented, not valid per the budget, not reasonable, or the Grantee has not met other terms of the Grant Agreement.

ii. The Division Chief of the Air Quality Planning and Science Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Air Quality Planning and Science Division or designee of CARB, are not reasonable or do not comply with the Grant Agreement. CARB will have sole discretion to accelerate the timeline for allowable disbursements of administrative and project funds based on Exhibit B, Attachment 2, Project Schedule, necessary to assure the goals of the project are met.

iii. CARB will withhold payment of ten percent (10%) of administrative funds until completion of all work and CARB's approval of the Grantee's Final Report. It is the

Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.

iv. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code Section 927, et. seq.

c. Suspension of Payments and Grant Agreement Termination:

i. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.

ii. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section 8. Project Monitoring of these provisions.

iii. CARB reserves the right to immediately terminate this Grant Agreement in accordance with this agreement, Exhibit A, General Terms and Conditions, Section 53. Termination.

d. Contingency Provision:

i. In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

e. Documentation of Use of Project Funds:

Project funds may be used for administrative costs of accomplishing the tasks identified in Section 6, Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[2]; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs. The Grantee must maintain documentation of all project administration funds, including the following:

[2] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;

ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;

iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;

iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at: https://benefits.calhr.ca.gov/state-employees/work-resources/travel-reimbursements/Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.

vi. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after completion of the Grant Agreement.

8. PROJECT MONITORING

The Grantee is subject to certain in-person meetings and to technical monitoring, as outlined below.

a. Meetings with CARB:

i. Project kick-off: A one-time kick-off meeting or conference call will be held between the Grantee's key project personnel and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work.

ii. Ongoing coordination and review meetings: Ongoing Grantee coordination and review conference calls or meetings with the CARB Project Liaison to discuss project status will be held on an as needed basis.

iii. Site visits: Site visits may be established by the CARB Project Liaison during the term of this Grant Agreement.

b. Technical Monitoring:

i. Any changes to Section 6, Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.

ii. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.

iii. In addition to the Draft Final and Final Reports, the Grantee must provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.

iv. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

9. ADDITIONAL REMEDIES FOR NON-COMPLIANCE

a. Without limiting any of the parties' other remedies, and subject to Section 26, Disputes and Section 53, Termination, CARB or its designee may require Grantee to return Grant Funds it received due to termination for cause of this Grant Agreement, or for Grantee's misinformation, misrepresentation, misuse of Grant funds, or fraud. CARB also reserves the right to prohibit Grantee from participating in existing or future CARB programs, projects, or grants due to its substantial non-compliance with any material term or condition of this Grant Agreement.

b. Grantee shall, for each occurrence, document and promptly notify CARB of any and all suspected or known breaches of this Grant Agreement, misinformation, misrepresentation, fraud, or misuse of Grant funds carried out by Grantee or any Grant Recipient.

c. Grantee shall fully cooperate with CARB to investigate, resolve, and take appropriate action to enforce the terms and conditions of any Grant Recipient agreement, and this Grant Agreement, including referring any criminal claims to a prosecuting agency or litigating any civil claims (including for recapture of Grant Funds from Grant Recipients) as determined reasonably necessary and feasible by Grantee, in consultation with CARB.

10. ADDITIONAL REQUIRED TERMS FOR GRANT RECIPIENT AGREEMENTS FUNDED BY THIS GRANT

All written agreements and amendments executed after the effective date of this Grant Agreement entered into by and between Grantee and any Grant Recipient using or applying Grant Funds, in whole or in part, (collectively "Related Agreements") shall also contain the following language (or similar language with the same or similar meaning and intent) listed below to the extent applicable or feasible as determined by Grantee:

a. Conflict Of Interest: By entering into this agreement, said party is or may be a direct or indirect recipient ("Grant Recipient") of funds received from or provided by the California Air

Resources Board ("CARB"), and as such certifies, represents, and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by said applicable federal or state law as they pertain to Grant Recipient's agreement. Grant Recipient further certifies, represents, and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Grant Recipient's ability to impartially perform under, or complete the tasks described in, the agreement or any related grant programs. Grant Recipient acknowledges, understands, and accepts that Grant Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. Grant Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. Grant Recipient certifies, represents, and warrants that Grant Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.

b. Cooperation With Audits: Grant Recipient shall cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of Grantee and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with Grant Recipient's agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

c. Payment (Recapture) On Demand: Grant Recipient shall, upon notification by Grantee and/or CARB or their authorized representative(s) of an overpayment, a wrongful payment, or a violation of or failure to comply with any term or condition of the Grant Recipient agreement or program requirements or obligations, remit to Grantee or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.

d. Third-Party Beneficiary: Grant Recipient acknowledges, accepts, and agrees that the state of California, acting by and through CARB, is an intended third-party beneficiary to Grant Recipient's agreement. Grant Recipient shall name CARB and the State of California as third-party beneficiaries in all contracts, subcontracts, grants, subgrants, and other agreements entered into using Grant Funds, or for the purposes of carrying out any of the terms of Grant Recipient's agreement, and, upon request by CARB, to send to CARB a copy of said agreement.

e. Authorized Signature: Grant Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements, responses, and information made or provided by Grant Recipient in or pursuant to the agreement are true and correct, with full knowledge that all statements, responses, and information are subject to investigation and that any incomplete, unclear, false, or dishonest statement, response, or information may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. Grant Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, Grant Recipient may be in

violation of the California False Claims Act (Government Code Section 12650 et seq.). Grant Recipient certifies, represents, and warrants that the individual signing on the Grant Recipient's behalf herein is an authorized representative of Grant Recipient with full power and legal authority to sign and by said signature Grant Recipient is bound to and will comply with all terms, conditions, and obligations set forth in this agreement.

f. Compliance With Air Quality Laws: Grant Recipient warrants and represents that it is in compliance with all applicable federal, state, and local air quality rules, regulations, and statutes ("air quality laws"), and that it shall remain in compliance with said air quality laws for the term of the agreement with Grantee. Grant Recipient understands, acknowledges, and agrees that compliance with applicable air quality laws is a precondition to the receipt or use of the Grant Funds and is a continuing obligation during the term of the agreement and for any other period required by federal, state, or local law. If payments of Grant Funds have not yet been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, terminate Grant Recipient's agreement without any obligation to pay any Grant Funds to Grant Recipient for Grant Recipient's continuing violation of applicable air quality laws. If payments have been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, require Grant Recipient to return some or all of the Grant Funds to the Grantee, in an amount determined by Grantee, for Grant Recipient's continuing violation of applicable air quality laws. Grant Recipient shall promptly return the Grant Funds to Grantee within the time specified by Grantee.

g. Non-Exclusive Remedies: The remedies set out in this paragraph are contractual in nature. Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power, or prosecuting any violation of law against Grant Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub-awardees, subgrantees, or any third parties.

h. Related Agreements: Must also contain, at a minimum, all of the following:

   i. A clear and accurate description of the material, products, or services to be procured.

   ii. Sufficient detail to determine that funds will be appropriately utilized, which may include a budget, timeline, and other information as required by the grant program guidelines.

   iii. Provisions for appropriate administrative, contractual, or legal remedies in instances where Grant Recipients violate or breach the contract or Grant Agreement terms.

   iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.

   v. A statement that assignment of Grant Recipient's agreement will not be made without the advance written consent of Grantee and may be subject to CARB approval upon request by CARB.

   vi. A provision regarding survival of terms, conditions, and provisions of the Grant Recipient agreement, consistent with Section 51, Survival.

vii. Language conforming to the following sections of this Grant Agreement: Additional Remedies for Non-Compliance; Audit; Availability of Funds; Compliance with Law; Confidentiality; Conflict of Interest; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; Grantee's Responsibility for Work; Incorporated Documents; Indemnification; Independent Contractor; Nondiscrimination; Office of Foreign Asset Control; Personally Identifiable Information (PII); Prevailing Wages and Labor Compliance; Professionals; Severability; and Third-Party Beneficiaries. Grantee is not required to use the exact language of these sections from this Grant Agreement, but the terms must have the same legal effect for the Grant Recipient as the sections in this Grant Agreement have for the Grantee.

11. ADVANCE PAYMENTS

a. Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of Grant Funds in a timely manner to support the Grant program initiation and implementation.

b. Grantee agrees that all advance payment requests submitted by Grantee will comply with the applicable provisions of Health and Safety Code Section 39603.1, Title 17 of the California Code of Regulations (C.C.R.) Sections 91040 to 91044, and Government Code Section 11019.3 (for advance payments to Grant Recipients). In the event that these laws are revised or applicable new laws enacted, such revised or new laws will supersede the provisions of this Section to the extent they conflict.

c. Only CARB shall authorize an advance payment. CARB may provide advance payment to Grantee if CARB determines all of the following:

   i. The advance payment is necessary to meet the purposes of the Grant program or project and is intended to alleviate a practical business or economic situation that would inhibit the program or project.

   ii. The use of the advance payment is adequately regulated by Grant or budgetary controls, and is limited to the specific activities set forth in the Grant Agreement.

   iii. Grantee shall revert all Grant Funds to CARB that are not liquidated by the term end date or if the Grant is terminated pursuant to the terms of this Grant Agreement. "Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses.

   iv. The Grantee is either a small air district or meets all of the following criteria:

      1) Has no outstanding financial audit findings related to any of the Grant Funds eligible for advance payment.

      2) Is in good standing with the Franchise Tax Board and Internal Revenue Service and, if the Grantee falls out of good standing with the Franchise Tax Board or Internal

Revenue Service after advance payment is made, Grantee must return to any unliquidated Grant Funds to CARB. To the extent that Grantee is exempt from state or federal tax liability, Grantee may provide proof of such exemption in lieu of demonstrating good standing.

3) Submits a spending plan to CARB for review prior to receiving the advance payment. "Spending plan" means an outline of how the advanced funds will be spent within the term of the Grant Agreement, including project schedules, timelines, milestones, and Grantee's fund balance for all state grant programs. CARB shall consider the available fund balance when determining the amount of the advance payment.

4) Reports to CARB any material changes to the spending plan within thirty (30) days of the material change. "Material changes" means a change to the spending plan of twenty-five percent (25%) or more in any line item in the spending plan.

d. In the event of Grantee's nonperformance, Grantee shall return all Grant Funds received via advance payment that are not liquidated, pursuant to the terms of this Grant Agreement. Grantee shall provide a money transfer confirmation within forty-five (45) days upon the receipt of a notice from CARB.

e. Grantee may, but is not required to, provide advance payment of Grant Funds to Grant Recipients that are within the scope of "Recipient Entity," as defined in Health and Safety Code Section 39603.1, subd. (b)(2)(A), subject to the following additional requirements:

i. Advance payment to Grant Recipients is subject to prior approval from CARB.

ii. Grantee shall assume all legal and financial risk of the advance payment. If Grantee provides any funding from the advance payment to any Grant Recipient, Grantee shall be liable to CARB for any failures by Grant Recipients to ensure that the Grant Funds are used in accordance with state statutes, regulations, requirements, and the relevant terms and conditions of this Grant Agreement.

iii. CARB and Grantee shall prioritize advance pay to qualifying Grant Recipients and projects serving disadvantaged, low-income, and under-resourced communities, or organizations with modest reserves and potential cashflow problems.

iv. The advance pay shall not exceed twenty-five percent (25%) of the total amount or contract awarded to that qualifying Grant Recipient. At CARB's sole and absolute discretion, the advance pay may exceed the twenty-five percent (25%) limit if CARB has determined, in writing, that the project requires a larger advance, and the qualifying Grant Recipient provides sufficient justification and documentation for that larger advance.

v. Grantee shall only authorize advance payments up to the minimum immediate cash requirements necessary to carry out the purpose of the approved activity, program, or project, as solely determined by CARB and subject to CARB's advance written approval of the qualifying Grant Recipient's workplan and written justification.

vi. The qualifying Grant Recipient shall:

1) Complete, and submit to Grantee, an Advance Payment Request Form. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant execution.

2) Submit a certification to CARB of compliance with subsections 3) through 11) below, for each Advance Payment Request Form.

3) Submit documentation, as required by CARB, to support the need for advance payment, which may include, but is not limited to, invoices, contracts, estimates, payroll records, and financial records.

4) Demonstrate that Grant Recipient has no outstanding financial audit findings related to any of the Grant Funds eligible for advance payment; and, are in good standing with the California Franchise Tax Board and United States Internal Revenue Service, or if the entity is a private, non-profit organization, that they are in good standing as an organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.

5) Provide an itemized budget for the eligible costs the advanced payment will fund, indirect or other costs needed to operate, and a spending plan, as defined in C.C.R, Title 17, Section 91041, subd. (k), developed in a form and manner specified by CARB.

6) Obtain insurance in an amount commensurate with the assessed risk, if required by CARB and stipulated within the Grant Recipient's agreement or contract.

7) Deposit any funds received as an advance payment into a federally insured account of the Grant Recipient that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be Grant or contract moneys, subject to federal and state laws and regulations, and the Grant Recipient shall report interest earned on the advance payment to CARB. The Grant Recipient's account shall be in the Grant Recipient's name, and not in the name of any of its directors, officers, partners of a partnership entity, or members of a limited liability company.

8) Establish procedures to minimize the amount of time that elapses between the transfer of funds and the expenditure of those funds by the Grant Recipient. Further advance payments may be made if Grant Recipient is able to demonstrate that a sufficient amount of previously advanced funds has been expended or that a plan is in place to ensure the expenditure of those funds in a timely manner, as determined by the CARB.

9) Provide progress reports on the expenditure of advanced funds no less than on a quarterly basis, consistent with all provisions of this Section, and as otherwise required by CARB.

10) Provide a final progress report to CARB following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information as determined by CARB.

11) Return to CARB or the Grantee any unused portion of the advance payment, including interest earned on the advance payment, no later than thirty (30) calendar days after the termination, cancellation, or expiration of the Grant Recipient's agreement or contract, or such longer period as CARB may provide at its sole discretion.

12. ALTERNATIVE ENFORCEMENT

The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents, or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.

13. AMENDMENT

No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties. Unless otherwise approved by CARB, requests for amendment of this Grant Agreement must be made at least thirty (30) days prior to the Grant term end date.

14. AMERICANS WITH DISABILITIES ACT (ADA)

Grantee must ensure that writings, products, and services submitted, uploaded, or otherwise provided to CARB by Grantee or any Grant Recipients, which is intended to be publicly posted or otherwise distributed to the public by CARB, Grantee, and/or any Grant Recipients, comply with Web Content Accessibility Guidelines 2.0, level AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any writing provided to CARB in PDF format, Grantee shall, upon request, also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). Grantee's obligations under this provision do not apply to writings, products, and services submitted using forms, templates, or documents provided by CARB.

a. CARB may require Grantee to provide proof of compliance with the requirements described above, and may, at its discretion, perform testing to verify compliance.

b. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.

c. Deviations from the Accessibility Requirements are permitted only upon the written consent of CARB.

15. ASSIGNMENT

This Grant is not assignable by Grantee, either in whole or in part, without the consent of CARB in the form of a written amendment signed by authorized representatives of both Parties.

16. AUDIT

Grantee agrees that CARB, the California Department of General Services, the California Department of Finance, the California State Auditor, and/or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all Grant funds received. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for five (5) years after a State-funded incentive activity has concluded, whichever is later. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any agreement with any Grant Recipient related to performance of this Agreement.

17. AUTHORITY

Each person executing this Grant Agreement on behalf of a Party represents that they are duly authorized to execute, bind, and deliver this Grant Agreement on said Party's behalf.

18. AVAILABILITY OF FUNDS

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or any Grant Recipient or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this grant.

19. COMPLIANCE WITH LAW

Grantee agrees that during the term of this Grant Agreement, it will, at all times, comply with, and require its Grant Recipients to comply with, all applicable federal, State, and local laws in performing under this Grant Agreement or any agreement funded by this Grant.

20. CONFIDENTIALITY

Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by Grantee. If Grantee believes disclosure of a confidential record may be required by law, Grantee shall first give CARB at least ten (10) calendar days' written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.

Grantee acknowledges that it will identify any information it provides CARB that it asserts is confidential in accordance with California Code of Regulations, Title 17, Sections 91011 and 91022. Grantee acknowledges that, as provided in California Code of Regulations, Title 17, Section 91010, any information provided to CARB may be released (1) to the public upon request, except trade secrets which are not emission data or other information which is exempt from disclosure or the disclosure of which is prohibited by law, and (2) to the federal Environmental Protection Agency, which protects trade secrets as provided in the Clean Air Act, Section 114(c) and amendments thereto (42 USC 7401 et seq.) and in federal regulations. Grantee further acknowledges that CARB may anonymize and aggregate confidential information it receives and make such information public.

21. CONFLICT OF INTEREST

Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire term of this Grant Agreement. Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in Grantee's ability to perform the Grant. Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the term of this Grant Agreement.

22. CONSTRUCTION

This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

23. CUMULATIVE REMEDIES

The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

24. DISBURSEMENT DEADLINE

The funds specified in this Grant Agreement are intended to be disbursed by CARB to Grantee by June 30, 2027.

25. DISBURSEMENT REQUEST

The Grantee shall initially submit a draft Grant Disbursement Request to the CARB Project Liaison to complete a Grant Disbursement Request package pre-review.

Grantee shall submit all Grant Disbursement Requests to CARB's Accounting Branch at grants@arb.ca.gov with a CC to Kevin.Eslinger@arb.ca.gov. Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request.

Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

Grant disbursement requests should be submitted by the Grantee to CARB no later than May 1, 2027 to ensure adequate time for processing prior to the end of CARB's fiscal year.

26. DISPUTES

Prior to exercising any rights or remedies which may arise as a result of any breach of this Grant Agreement, or for any disagreements or conflicts arising from the implementation of this Grant Agreement, the Party alleging the breach, disagreement, or conflict will provide the other Party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. Grantee shall continue with the responsibilities under this Grant Agreement during any such dispute, unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such breach, disagreement, or conflict. However, any disputes that cannot be resolved at the management level within thirty (30) days from the date on the above written notice, or a longer period as CARB may provide at its sole discretion, shall be subject to resolution by the CARB Executive Officer, or their designated representative, in accordance with the other terms of this Grant Agreement. Such resolution may include termination of the Grant Agreement per Section 53, Termination. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law. This provision does not apply to Section 32, Force Majeure.

27. EARNED INTEREST

a. "Earned interest" means any interest accrued from all Grant Funds provided to Grantee and held in an interest-bearing account.

b. Grantee's use and accounting of earned interest shall comply with federal, State, and local laws; this Grant Agreement; and any applicable grant program guidelines, guidance documents, and/or implementation manuals.

c. Earned interest shall be reported to CARB. All earned interest must be returned to CARB or reinvested in the EIDG Program in a manner consistent with applicable grant program guidelines or otherwise as approved by CARB in writing. Grantee is responsible for reporting to CARB everything that is funded with Earned interest.

d. Grantee shall maintain accounting records (e.g. general ledger) that track earned interest accrued and expended, as follows:

    i. The calculation of interest shall be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.

    ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.

iii. The methodology for calculating earned interest must be included in any policy and procedures manual or guidelines adopted by Grantee to administer this Grant program. If Grantee does not adopt such manual or guidelines, the methodology for calculating earned interest must otherwise be provided to CARB in writing upon request.

e. Earned interest must be fully expended by May 1, 2027.

f. Documentation of earned interest shall be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on CARB-approved projects shall be retained for a minimum of five (5) years after the earned interest funds are fully expended.

g. Grantee shall provide the above documentation in subparagraph (f) to CARB in the annual Status Reports and the final Status Report. CARB may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any Status Reports or the final Status Report, and Grantee shall fully cooperate and comply will all such requests.

28. ENTIRE AGREEMENT

This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.

29. ENVIRONMENTAL JUSTICE

In the performance of this Grant Agreement, Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that seeks to ensure the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, including priority populations (e.g., disadvantaged communities, low-income communities, and low-income households) of the State.

30. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that Grantee is a target of Economic Sanctions or is knowingly conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

31. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS

Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal, State, or local law and this Grant Agreement. Unless

otherwise prohibited by federal, State, or local law, the Grantee further agrees that it will maintain a separate Grant Fund or ledger account to manage, administer, account for, and safeguard Grant Funds for their restricted use and purpose. Grant Funds are restricted funds and may not be used to supplement Grantee's other responsibilities or obligations. At a minimum, Grantee shall use generally accepted accounting principles.

As restricted funds, Grant Funds are not assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses that are authorized under applicable law, this Grant Agreement, and any applicable grant program guidelines, guidance documents, and/or implementation manuals. Grant Funds shall not be used as collateral for any debt, loan, or other borrower commitments of Grantee or Grant Recipients. All Grant Fund accounts shall adequately and accurately depict all amounts received and expended. Where Grantee has received multiple grants from CARB, all Grant Fund accounts should adequately track funds for each grant award by reference to the specific grant number.

32. FORCE MAJEURE

Neither CARB nor Grantee are liable for nor will be deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government declaration of emergency, national or State declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately, but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that Party from or delaying that Party in performing its obligations under this Grant.

Notwithstanding any other provision of this Grant Agreement, CARB may terminate this Grant Agreement immediately in writing without penalty to either party in the event Grantee invokes this clause. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, Grantee must, as soon as reasonably practicable, recommence the performance of its obligations under this Grant Agreement. Grantee must also provide a revised performance schedule to minimize the effects of the delay caused by the event of force majeure. A force majeure event does not relieve a Party from liability for an obligation which arose before the occurrence of that event.

33. FUNDING PROHIBITIONS FOR SECTARIAN PURPOSES AND NON-PUBLIC SCHOOLS

Grantee and Grant Recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with applicable laws, including California Constitution, Article XVI, Section 5, and Article IX, Section 8 (prohibiting grant fund awards to non-public schools), and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with the California Constitution, Article XVI, Section 5, and Article IX, Section 8. Failure by Grantee to provide any information requested by CARB may result in denial of Grant Funds or termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

34. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) USE AND REPORTING

a. Definitions:

   i. “Generative AI (GenAI)” means ”an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.” (Gov. Code Section 11549.64.)

   ii. “Deliverable” means “software, services, goods, works of authorship, and any other items (e.g., reports, documentation) to be delivered pursuant to this Grant Agreement, including any incidental items.”

b. Grantee must notify CARB in writing, within fifteen (15) days, or a longer period agreed to by CARB, and require their Grant Recipients to notify CARB in writing in the same timeframe, if they:

   i. Intend to provide GenAI as a deliverable to CARB; or,

   ii. Intend to utilize any previously unreported GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:

      1) Functionality of a State system;

      2) Risk to the State; or,

      3) Performance under this Grant Agreement.

      For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) Section 4986.2 Definitions for GenAI.

c. Notification shall be provided to CARB’s Project Liaison identified in this Grant Agreement.

d. At the direction of CARB, Grantee shall discontinue, and require their Grant Recipients to discontinue, the provision to CARB of any previously unreported GenAI that results in a material impact to the functionality of a State system, risk to the State, or Grant performance, as determined by CARB.

e. If the use of previously undisclosed GenAI is approved by CARB, then upon request by CARB, Grantee will amend the Grant Agreement accordingly, and their related agreements with Grant Recipients, which may include incorporating the GenAI Special Provisions into these agreements, at no additional cost to the State.

f. CARB, at its sole discretion, may consider Grantee’s failure to disclose or discontinue the provision or use of GenAI as described above, or to incorporate terms as requested in this Section into their agreements with Grant Recipients, to constitute a material breach of the Grant Agreement when such failure results in a material impact to the functionality of the system, risk to the State, or Grant performance. CARB is entitled to seek any and all

remedies available to it under law as a result of such breach, including but not limited to termination of the Grant Agreement pursuant to the terms stated herein.

35. GOVERNING LAW AND VENUE

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California, Sacramento location. Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

36. GRANTEE'S RESPONSIBILITY FOR WORK

CARB shall not be responsible for disputes arising out of Grantee's contracts or agreements for work on a project funded by this Grant Award, including but not limited to payment disputes with Grant Recipients. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance or payment of work under this Grant Agreement.

37. INCORPORATED DOCUMENTS

Grantee will administer this Grant according to the requirements described in the following documents, which are incorporated by reference into and made a part of this Grant Agreement:

[There are no incorporated documents]

38. INDEMNIFICATION

Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and its/their officers, employees, agents, representatives, and successors-in-interest against and for any liability, loss, and expense, including reasonable attorneys' fees, from and for any and all claims for injury or damages (collectively, "Losses") arising out of Grantee's or any Grant Recipient's performance of this Grant Agreement, except for Losses arising out of the gross negligence or willful misconduct of CARB.

39. INDEPENDENT CONTRACTOR

Grantee, and its Grant Recipients, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California.

40. INSURANCE

Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to this Grant during the Term of this Grant Agreement. Grantee and all Grant Recipients shall maintain all insurance as required by federal, State, or local law.

If Grantee is self-insured, in whole or in part, Grantee shall provide CARB with written

acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately (by the next business day) notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.

41. LIQUIDATION AND RETURN OF FUNDS

Funds not liquidated by May 1, 2027 must be returned to CARB by June 30, 2027. "Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses. Liquidate includes expenditure of Grant Funds related to performance under the grant program and not due to any loss incurred in an uninsured or under insured bank or investment account.

In the event the Grant is terminated prior to the term end date, Grantee shall transfer to CARB all Grant Funds that are not liquidated, including any advance payment and any earned interest, within thirty (30) days of the notice of termination, or a longer period as CARB may provide in its sole discretion. This shall include Grant Funds remaining after accounting for (1) expenses incurred, and (2) funds encumbered in agreements for the purchase or lease of equipment that were executed before receipt of the termination notice. Upon demand by CARB, such funds shall also include Grant Funds recaptured by the Grantee pursuant to Section 9, Additional Remedies for Non-Compliance, subsection c. and Section 10, Additional Required Terms for Grant Recipient Agreements Funded by this Grant, subsection c. Grantee shall report to CARB any Grant Funds committed in executed equipment-purchase agreements that are not spent within one year of the termination notice and shall return said funds to CARB upon demand.

42. NONDISCRIMINATION

a. During the performance of this Grant Agreement, Grantee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, veteran or military status, or any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. Grantee shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

b. During the performance of this Grant, Grantee shall comply with the provisions of California Government Code Section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection

Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.

c. Grantee shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.

d. Grantee shall permit access by representatives of the California Civil Rights Department, CARB, or U.S. Environmental Protection Agency (U.S. EPA) upon reasonable notice to access all sources of information as required to ascertain compliance with this clause.

e. Grantee acknowledges and agrees that, pursuant to Government Code Section 11136, whenever CARB has reasonable cause to believe that Grantee or Grant Recipients has violated any of the provisions of Government Code Section 11135 or Section 12900 et seq., or any of the provisions of California Civil Code Sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code Section 12960) of Chapter 7 of the Government Code, then CARB will notify Grantee or, where applicable, the Grant Recipient, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code Sections 11136 and 12960 et seq.

f. Grantee acknowledges and agrees that in the event of Grantee's or its Grant Recipients' noncompliance with this provision, Grantee or Grant Recipient may be subject to remedial action determined appropriate and consistent with applicable law by CARB, the California Civil Rights Department, or the U.S. EPA, including but not limited to termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

g. Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and CARB will administer this Grant consistent with such policy. The policy may be found at: https://ww2.arb.ca.gov/civil-rights-office

h. Grantee shall include the provisions of Section 42, Nondiscrimination in all contracts, subcontracts, and agreements, including but not limited to those with Grant Recipients, where work is performed to fulfill any term or condition of this Grant Agreement. Grantee shall notify CARB if it becomes aware that a Grant Recipient has violated the provisions of this Section and take appropriate remedial action as required by law or by CARB.

43. OFFICE OF FOREIGN ASSET CONTROL

Transactions may be or are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. OFAC publishes lists of targeted individuals, groups, and entities, which can be found at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information. Refer also to 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. The property and interests in property of an entity that is fifty percent (50%) or more owned by one (1) or more persons whose property and interests in property are blocked pursuant to any part of Code of Federal Regulations Title 31, Chapter V are also blocked, regardless of whether the entity itself is listed.

Grantee shall include in all recipient agreements an acknowledgment that the Grant Recipient and its agents and property are not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall notify CARB within fifteen (15) calendar days if it has knowledge that Grantee or any Grant Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

44. ORDER OF PRECEDENCE

In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

a. Grant Agreement Cover Sheet

b. Any grant/program-specific Terms, including grant program guidelines or implementation manuals as incorporated into this Grant Agreement.

c. Grant Agreement General Terms and Conditions

d. All other Exhibits incorporated into the Grant Agreement or as otherwise listed on the Grant Agreement Cover Sheet.

45. PARAGRAPH HEADINGS

The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.

46. PERSONALLY IDENTIFIABLE INFORMATION (PII)

Information or data that personally identifies an individual or individuals is confidential in accordance with relevant State or federal statutes and regulations. Grantee shall comply with all applicable State or federal statutes or regulations regarding the receipt, use, storage, and release of PII, including by safeguarding all such information or data which comes into their possession under this Grant Agreement and not releasing or publishing any such information or data, except as required by law, court order, or legal process (such as a subpoena).

47. PREVAILING WAGES AND LABOR COMPLIANCE

Where applicable, Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee shall ensure that all agreements subject to reimbursement from this Grant Agreement include language requiring compliance with the applicable provisions of California Labor Code Sections 1720-1861.

48. PROJECT EQUIPMENT

Project Equipment means any products, objects, vehicles, computers, hardware, vessels, engines, machinery, apparatus, implements or tools acquired by Grantee. All such Project Equipment shall be used for the Grant project or program for which it was acquired and for as long as needed or required by the Grant project or program. All such Project Equipment shall be primarily, but need not be exclusively, used for such Grant project or program.

49. PROFESSIONALS

Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

50. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, shall not be affected.

51. SURVIVAL

All provisions in this Grant Agreement shall survive its termination, cancellation, or expiration, except the following sections (unless otherwise required by law): Additional Required Terms for Grant Recipient Agreements Funded by This Grant; Americans with Disabilities Act (ADA); Assignment; Compliance with Law; Conflict of Interest; Disbursement Deadline; Disbursement Request; Environmental Justice; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; Generative Artificial Intelligence (GenAI) Use and Reporting; Insurance; Nondiscrimination (except for 42.d); Office Of Foreign Asset Control; Prevailing Wages and Labor Compliance (if applicable); Professionals; and Timeliness.

52. TERM

This Grant Agreement shall be effective upon full execution of the Grant Agreement Cover Sheet and shall continue in full force and effect until the Grant Agreement expires, twelve (12) months after the date of execution, the Grant Agreement is terminated, or all conditions of the Grant Agreement have been met, whichever occurs first. This Grant Award is conditional based on CARB receipt and approval of a fully executed Grant Agreement.

53. TERMINATION

CARB may terminate this Grant Agreement with cause by written notice at any time prior to completion of projects funded by this Grant Award. Termination with cause means a violation by Grantee of any provision of this Grant Agreement after such violation has been called to the attention of Grantee and after failure of the Parties to resolve the dispute pursuant to Section 26, Disputes.

54. TIMELINESS

Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Projects funded by this Grant Agreement in an expeditious manner.

55. THIRD-PARTY BENEFICIARIES

Grantee represents, warrants and agrees that CARB and the State of California are third-party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the Term.

The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates, rights in or grants remedies to any third party or third parties, other than CARB and the State of California as stated in this Section, as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

56. WAIVER OF RIGHTS

Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies provided for in this Grant Agreement to either Party are in addition to any other rights and remedies provided by law.

EXHIBIT B
BUDGET SUMMARY

Grantee: Tehama County Air Pollution Control District

Grant Agreement No.: G25-EIDG-31

Project: Quality Assurance Review of Point Source Emissions Data

Total Costs & Funding

COSTS	GRANT
Total Project Funds	**$ 8,583.00**

EXHIBIT B, ATTACHMENT 1
PROJECT DISBURSEMENT SCHEDULE

Grantee: Tehama County Air Pollution Control District

Grant Agreement No.: G25-EIDG-31

Project: Quality Assurance Review of Point Source Emissions Data

MILESTONE DESCRIPTION	SCHEDULED PAYMENT OF GRANT FUNDS
Review and update facility information and emissions data for facilities that were in operation in 2025	$ 7,725.00 (90 percent)
Submittal of Final Report to CARB **(no later than May 1, 2027)**	$ 858.00 (10 percent)
Grant Agreement Total Funding Amount	**$ 8,583.00**

EXHIBIT B, ATTACHMENT 2
PROJECT SCHEDULE

Grantee: Tehama County Air Pollution Control District

Grant Agreement No.: G25-EIDG-31

Project: Quality Assurance Review of Point Source Emissions Data

WORK TASK	TIMELINE
Contract Start Date	05/31/2026
District Governing Board Approval	08/31/2026
Kick Off Meeting	TBD
Update Facility Information and Emissions Data for Facilities That Were in operation in 2025	08/2026
Progress Report	12/01/2026
Draft Final Report	03/01/2027
Final Report	05/01/2027

E-Contract Review
Approval as to Form

Department Name: Air Pollution Control District

Vendor Name: Board of Directors

Document Description: Resolution for Quality Assurance Review of Point Source Emissions Data Grant Agreement

APPROVED AS TO FORM:

Date: 6/3/26

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

Tehama County

Agenda Request Form

File #: 26-1108 **Agenda Date:** 6/23/2026 **Agenda #:** 24.

ADMINISTRATION / DISTRICT ATTORNEY / FACILITIES MAINTENANCE - Facilities Maintenance Director Levi Conner

Requested Action(s)
a) TRANSFER OF FUNDS: FACILITIES MAINTENANCE, B-87 - From Contingency (1109-59000), $27,153.44, to Improvement & Structures (1074-57500), $27,153.44 **(Requires a 4/5's vote)**

Financial Impact:
This request requires a one-time appropriation of $27,153.44 from the General Fund Contingency budget to fund the specific operational needs detailed below. There is no additional impact on departmental operating budgets.

Background Information:
Approval is requested to transfer $27,153.44 from the General Fund Contingency budget to fund two critical, time-sensitive facility repairs managed by the Facilities Maintenance Department:

- District Attorney's Office HVAC Replacement ($17,405.00): This project will replace a failed, obsolete AC unit and its associated ductwork. The current system has been completely non-functional for three weeks. With extreme summer heat approaching, replacing this unit is a critical occupational health and safety necessity for staff at this location.
- Administration Building Backflow Preventer Replacement ($9,748.44): This project replaces a failed backflow prevention assembly at the Administration building. This repair is an urgent safety and operational priority; the failure directly compromises the building's fire sprinkler system and carries the immediate risk of the city shutting off water service to the facility due to regulatory non-compliance.

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

Auditor Number B-87

DEPARTMENT NAME **Facilities Maintenance**

Date: **June 16, 2026**

Due to a budget deficiency, or unanticipated expense, I am requesting a transfer, or an additional appropriation as listed below.

Budget Transfer From				Budget Transfer To			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
1109	59000	Contingency	$ 27,153.44	1074	57500	Improvement of Structures	$ 27,153.44
		Total Journal	**$ 27,153.44**			Total Journal	**$ 27,153.44**

TRANSFER APPROVED

SIGNATURE OF REQUESTING OFFICIAL 6/16/26 DATE

Julieanne Manning 6/16/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-118 3/03

1128

Tehama County

Agenda Request Form

File #: 26-1094 **Agenda Date:** 6/23/2026 **Agenda #:** 25.

DISTRICT ATTORNEY - District Attorney Matthew D. Rogers

Requested Action(s)
a) TRANSFER OF FUNDS: DISTRICT ATTORNEY, B-86 - From State OCJP CalEMA funds (2011-450563), $4,000, to Contingency (1109-59000), $4,000; from Contingency (1109-59000), $4,000, to Travel Expenditures (2011-53290), $4,000 **(Requires a 4/5's vote)**

Financial Impact:
This transfer is needed due to a budget shortfall in our FY 2025/2026 Travel Expenditures Budget and due to a last minute, required Entry Level Advocacy Training for our new Victim Advocate. This training takes place on June 22-26, 2026 and was recently re-opened for registration. This is 100% funded by the CalOES Victim-Witness Grant. There is no financial impact to the General Fund.

Background Information:
This training is a requirement by CalOES for all new Victim Advocates. This training is scheduled randomly, with no guarantee of additional trainings offered throughout the year. This training is provided by CCVAA (California Crime Victims Assistance Association) and NOVA (National Organization of Victim Advocacy). The $4,000 will cover the cost of this training as well as the current budget shortfall.

1130

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-86

DEPARTMENT NAME District Attorney Victim Services (BU2011)

Date: 6/10/2026

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

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

Funding Source Victim-Witness Grant

****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**
2011	450563	State OCJP CalEMA	$ 4,000.00	1109	59000	Contingency	$ 4,000.00
1109	59000	Contingency	$ 4,000.00	2011	53290	Travel Expeditures	$ 4,000.00
		Total Journal	**$ 8,000.00**			Total Journal	**$ 8,000.00**

INCREASE / (DECREASE) APPROVED

Matthew D. [illegible] 6/10/2026

SIGNATURE OF REQUESTING OFFICIAL DATE

Ana Zamacona 6/10/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117

Jan-19

Tehama County

Agenda Request Form

File #: 26-1034 **Agenda Date:** 6/23/2026 **Agenda #:** 26.

AUDITOR-CONTROLLER - Auditor-Controller Krista Peterson

Requested Action(s)
a) TRANSFER OF FUNDS - Request authorization of Blanket Transfer B-84, as necessary for year-end budget and revenue adjustments **(Requires a 4/5's vote)**

Financial Impact:
There is no financial impact for this request. The transfers will have no impact on the budget in total.

Background Information:
In the process of closing the books on the fiscal year, various adjustments to the budget may be made. Budget adjustments may be necessary to comply with Proposition Gann Limit requirements. Appropriations of tax revenue are to be recognized in the period in which they are received. Some actual expense over budget in salary and benefit accounts may be balanced with appropriate continencies. Certain carryover funds are moved to Fund Balance accounts in accordance with the Fund Balance policy. Open purchase orders and balances on purchase agreements may be encumbered as appropriate and necessary to meet those obligations. During the audit process, it may be necessary to make journal entries for Financial Reporting purposes. An accounting of all activity related to budget adjustments under this transfer is made available to Administration for review.

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

Auditor Number B-84

DEPARTMENT NAME **AUDITOR-CONTROLLER**

Date: **June 30, 2026**

Due to a budget deficiency, or unanticipated expense, I am requesting a transfer, or an additional appropriation as listed below.

Budget Transfer From				Budget Transfer To			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
		VARIOUS				VARIOUS	
		Total Journal	$ -			Total Journal	$ -

TRANSFER APPROVED

Krista Patterson 6/9/26

SIGNATURE OF REQUESTING OFFICIAL DATE

6/09/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-118 3/03

Tehama County

Agenda Request Form

File #: 26-1084 **Agenda Date:** 6/23/2026 **Agenda #:** 27.

AUDITOR-CONTROLLER - Auditor-Controller Krista Peterson

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair to sign the Agreement with Sky View County Water District for enrollment of special taxes, fees, and assessments at the current calculated rate per parcel, effective FY 26/27 and will continue until terminated as provided herein

Financial Impact:
This Agreement will provide revenue to the County Auditor-Controller to offset cost of processing assessments placed on the tax roll by the Special District.

Background Information:
Special Districts that provide Health and Welfare related services such as water, sewer, fire protection and lighting, for example, have the option to enroll their assessments on the property tax owner's property tax bill. By doing so, they, in effect, delegate the work of billing and collecting to the County.

In 2005, there were 10 districts that enrolled assessments on 2,268 parcels. In 2008, it had grown to 20 districts enrolling 33,946 parcels. For FY 2025/26 the total number of districts is 32 and the parcel count is 34,397.

In 2009, in accordance with GC 29304, the County entered into Agreements with the districts to charge a per parcel administrative fee. The fee is recalculated every three years, with the latest calculation being done and applicable beginning 2024/25.

The district is aware of, and agrees to, paying the administrative fee. The Agreements, subject to Board approval, have no set expiration date, but stipulate that the administrative fee will continue to be re-calculated every three years with the ability for the districts to opt-out. The current fee of $1.48 per parcel will be charged for FY 2026/27.

Without these Agreements the County General Fund would revert to subsidizing the billing, collection, and distribution of Special District Assessments.

AGREEMENT FOR COLLECTION OF SPECIAL TAXES, FEES, AND ASSESSMENTS

This Agreement is made between the **COUNTY OF TEHAMA** (County") and the Sky View County Water District("District"). This Agreement is made in reference to the following facts:

RECITALS:

(a) District is located within Tehama County and desires to enter into an agreement whereby District's eligible special taxes, special assessments, and/or property-related fees (hereinafter the "Charges") are collected by County at the same time and in the same manner as County secured real property taxes are collected.

(b) County is capable and willing to employ its usual collection procedures on District's behalf for eligible the Charges lawfully established and levied by District, and County is willing to attempt to collect them at the same time and in the same manner as County secured real property taxes are collected.

(c) Government Code section 29304 provides for compensation to be paid to County for collecting the Charges of District and further provides that the amount of said compensation shall be fixed by agreement between County and District.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The above recitals are hereby incorporated into this Agreement.

2. When requested by District, County will collect the Charges of District on the Secured Tax Roll and will distribute collections to District at the same time and in the same manner as Tehama County secured property taxes are collected and distributed. (Provided, however, that County does not buy-out (Teeter) the unpaid Charges at the end of the fiscal year, but instead will transfer them to the delinquent tax roll for collection.) Notwithstanding the foregoing, County will not collect for District any Charges levied upon any real property, including publicly owned real property, not appearing on County's Secured Tax Roll. District will adhere to the policies and procedures established by the Tehama County Auditor-Controller.

3. On or before August 10th of each year, District shall certify and deliver to County's Auditor-Controller an assessment roll showing the Assessor's parcel number and the amount of each Charge to be collected. The amounts certified shall include the charges payable to County pursuant to Section 8 of this Agreement. If this information is not received by the Auditor-Controller on or before August 10th, the Auditor-Controller may

determine that the District's Charges shall not be collected hereunder for that fiscal year.

4. District is responsible for the validity and accuracy of the amount of the Charge, as well as the assessor parcel number to which it is being charged. District must review County's Secured Tax Roll when it is filed by the County Assessor for each applicable year of collection and verify that the parcel numbers certified by District and delivered to the Auditor-Controller for collection accurately correspond to the parcel numbers on County's Secured Tax Roll.

5. District shall respond to taxpayers' inquiries in a timely manner and not refer taxpayers to County regarding the removal or correction of the Charges.

6. The Charges will not be permitted to be placed on the secured tax bills of parcels without sufficient assessed values. If such Charges are discovered by County to be levied by District, District gives the Auditor-Controller the authority to remove the Charges and relieve County from any further responsibility of collection, making District solely responsible for its collection.

7. District gives the Auditor-Controller the authority to process and handle, at his/her discretion, special situations and unusual items not addressed elsewhere in this Agreement. Such actions may include removal of the Charges from the tax bill and relieving County from any further responsibility of collection, making District solely responsible for its collection.

8.

A. Except as provided in Subsection C, District shall pay County an administrative fee, pursuant to Subsection B, for each parcel upon which a Charge is levied. If District levies multiple Charges upon the same parcel(s), a separate administrative fee shall be paid for each Charge. This administrative fee shall be included within the amounts certified to County pursuant to Section 3 of this Agreement. District is responsible to ensure that this administrative fee is included in the amount of the Charge approved in accordance with applicable law, included but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218). The total administrative fees to be paid to the County hereunder will be deducted by the Auditor-Controller from the total amount of money collected for District before remittal of the balance to District. District hereby waives any right it may have under Government Code Section 907 and to protest the deduction of the amounts specified in this Section. District acknowledges and agrees that County will not be required to notify District of its intent to deduct such amounts except by execution of this Agreement.

B. The administrative fee for each parcel shall be recalculated every three (3) years. County shall provide District with notice of the

amount of change in the charge by April 15 of the year preceding the fiscal year in which the new charge will be applied.

C. Notwithstanding Subsection A, no administrative fee shall be paid for any parcel if the total amount of the Charge levied by District upon that parcel is equal to, or less than, the calculated charge.

9. District shall annually provide a copy of the District governing body's certified Resolution or Ordinance authorizing the Charge to be collected on the secured tax bill. Such Resolution or Ordinance will reference the legal authority for such levy, the legal authority to place the Charge on the secured tax bill, and the order to the Auditor-Controller to place the Charge on the secured tax bill for the current tax year. District warrants and represents that the Charge imposed by District and collected pursuant to this Agreement comply with all requirements of state and federal law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218).

10. District hereby releases and forever discharges the County of Tehama and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of District's responsibility under this agreement or other action taken by District in establishing the Charge and implementing collection of Charge as contemplated in this agreement.

Without limiting the generality of the foregoing, District shall hold harmless, defend, and indemnify County and its elected and appointed officers, officials, employees, and agents, from and against any claim or suit to determine the legality of the Charge, or arising from or related to the accuracy of the information provided by District, or any legal procedures employed by the Tax Collector in the collection of the Charge.

If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, District agrees that the County of Tehama may offset the amount of any judgment paid by the County of Tehama or by any indemnified party from any monies collected by the County of Tehama on District's behalf, including the Charges. The County of Tehama shall notify District of its intent to implement any offset authorized by this paragraph.

11. This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto.

12. 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.

13. This Agreement shall be effective for the upcoming fiscal year and continue until terminated as provided herein.

14. If District fails to provide in any manner the information or documentation required under this Agreement, or violates any law, regulation, rule, or ordinance applicable to the performance herein, County may terminate this Agreement by giving five (5) calendar days notice to District.

15. Either party may terminate this Agreement for convenience for any fiscal year by giving written notice thereof prior to May 31st of the preceding fiscal year.

Date: _____ **COUNTY OF TEHAMA**

By: _____
Tehama County Board of Supervisors

_____
Krista Peterson, Auditor-Controller

Date: May 13, 2026 **SKY VIEW COUNTY WATER DISTRICT**

By: _____
Authorized Signature

Victor Ciardi, Board President
(Type or Print Name and Title)

Sky View County Water District
(Name of District's Governing Body)

APPROVED AS TO FORM:

_____
Deputy County Counsel
County of Tehama

E-Contract Review
Approval as to Form

Department Name: Tehama County Auditor

Vendor Name: Sky View County Water District

Document Description: Agreement setting auditor administrative fee

APPROVED AS TO FORM:

Date: 6/10/26

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

Tehama County

Agenda Request Form

File #: 26-1072 **Agenda Date:** 6/23/2026 **Agenda #:** 28.

SOCIAL SERVICES - Director Bekkie F. Emery

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Social Services Director, or her Designee to sign the Microsoft Affiliate Registration Form and the Microsoft Enterprise Enrollment Form for the acquisition of Microsoft O365, with a maximum compensation not to exceed $265,000 effective 5/13/26 and terminates 5/14/29

Financial Impact:
This Agreement secures Microsoft volume licensing and pricing and does not incur additional cost to the purchase order that was approved by the Board on May 19th, 2026. There are sufficient funds budgeted in account number 5013-53170 and there is no impact to the General Fund.

Background Information:
This expense was approved by the Board via purchase order on May 19, 2026 (Agenda item 26-0729), The Department requested approval from the Board for a bid waiver and purchase order on May 19th, 2026, for the acquisition of 200 Microsoft O365 user subscriptions and appropriate licensing. The Volume Licensing Program forms are the final step in the acquisition process and are required by the vendor and Microsoft to move forward. The Department has used Microsoft software for many years. The acquisition of Microsoft O365 is necessary to keep our IT infrastructure modern, secure, and efficient.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	7756479

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-11591
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Tehama County Department of Social Services
Signature*	
Printed First and Last Name*	Teresa Curiel
Printed Title	Chief Deputy Director
Signature Date*	06-08-2026
Tax ID	94-6000543

** indicates required field*

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	6/01/26

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft Volume Licensing

Select Plus Affiliate Registration Form State and Local

Registration Type *Reseller to complete*	Lead Affiliate ☐ Additional Affiliate ☒	Lead Affiliate Public Customer Number (PCN) *Reseller to complete*	A43515A8
Agreement Number Microsoft or Reseller to complete	7756479	Additional Affiliate Public Customer Number (PCN) *Reseller to complete*	
Qualifying Contract *Reseller to complete*		Change Affiliate Anniversary Month *Reseller to complete*	Choose Month

By registering, Registered Affiliate accepts and agrees to be bound by the terms of the agreement and any applicable attachments (the "Agreement"), and will be allowed to acquire Products in accordance with the Agreement.

If Registered Affiliate registers as an Additional Affiliate, Registered Affiliate represents that the Additional Affiliate is an eligible entity of the Lead Affiliate identified above.

This registration is valid when accepted by Microsoft and until it is terminated. Registered Affiliate will receive an acceptance notification confirming the effective date of this registration. Microsoft may refuse to accept a registration if there is a business reason for doing so. Either party may terminate this registration for any reason with 60 days advance written notice. Terminating this registration will terminate the Registered Affiliate's ability to place Orders under the Agreement.

Each Registered Affiliate may qualify for and receive additional benefits by electing Software Assurance membership. By electing Software Assurance membership, the Registered Affiliate is committing to include Software Assurance with every eligible Order. To make this election, complete and submit the Select Plus Software Assurance Membership Election Form.

In order to use a third party to reimage the Windows Operating System Upgrade, Registered Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

1. Primary Contact Information.

Registered Affiliate must identify an individual from inside its organization to serve as the primary contact. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity* Tehama County Department of Social Services
Contact name*: First Karm **Last** Binnag
Contact email address* kbinnag@tcdss.org
Street address* 310 S Main ST
City* Red Bluff
State* CA
Postal code* 96080-4314
Country* USA
Phone* 530 528 4055
Tax ID
** indicates required fields*

2. *Notices contact and online administrator.*

This individual receives contractual notices. They are also the online Administrator for the Volume Licensing Service Center and may grant online access to others.

☒ Same as primary contact
Name of entity*
Contact name*: First **Last**

Contact email address*
Street address*
City*
State*
Postal code*
Country*
Phone*
☐ This contact is a third party (not the Registered Affiliate). Warning: This contact receives personally identifiable information of the Registered Affiliate.
** indicates required fields*

3. Language preference.

Select the language for notices. English

4. Reseller information.

Reseller company name* SHI International Corp
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873
Country* USA
Contact name* Daniel de Matos
Phone* 888 868 8888
Contact email address* msteam@shi.com
** indicates required fields*

The undersigned confirms that the information is correct.

Name of Reseller* SHI International Corp.

Signature* _____

Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Resellers intends to terminate their relationship, the initiating party it must notify Microsoft and the other party, using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

5. Supplemental Contacts.

Customer's Notices Contact identified above is the default contact for administrative and other communications. However, Customer may designate additional contacts using the Supplemental Contact Information form.

6. Software Assurance Membership Election.

Each Registered Affiliate may qualify for and receive additional benefits with Software Assurance membership. By electing Software Assurance membership below, Registered Affiliate is committing for a minimum period of one year to include Software Assurance with every eligible Order, and to maintain Software Assurance for all copies of Products licensed under this program for at least one Product pool.

Product pools	Yes	No

Applications	☐	☒	**Note**: If "Yes" is marked, orders for Licenses without Software Assurance will not be accepted.
Systems	☐	☒	
Servers	☐	☒	

Only valid if attached to a signature form.



Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10637
Product Selection Form	3191752.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Tehama County Department of Social Services
Signature*	
Printed First and Last Name*	Teresa Curiel
Printed Title	Chief Deputy Director
Signature Date*	06-08-2026
Tax ID	94-6000543

** indicates required field*

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	6/01/26

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	54909130
Previous Enrollment number *(Reseller to complete)*	

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Electronically Submitted

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://privacy.microsoft.com/privacystatement.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

in the Microsoft 365 Admin Center (MAC)and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Tehama County Department of Social Services
Contact name: First* Karm **Middle** **Last*** Binnag
Contact email address* kbinnag@tcdss.org
Street address* 310 S Main St
City* Red Bluff
State* CA
Postal code* 96080-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (530) 528-4055
Tax ID
Work or School (WSA) Account ID kbinnag@tcdss.org
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC)and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Karm **Middle** **Last*** Binnag
Contact email address* kbinnag@tcdss.org
Street address* 310 S Main St
City* Red Bluff
State* CA
Postal code* 96080-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (530) 528-4055
Work or School (WSA) Account ID kbinnag@tcdss.org
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Karm **Middle** **Last*** Binnag
Contact email address* kbinnag@tcdss.org
Phone* (530) 528-4055
Work or School (WSA) Account ID kbinnag@tcdss.org
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

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d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* SarahLatini
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Sarah Latini
Printed name* Sarah Latini
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Electronically submitted

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

3191752.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	200	200	1.0	User Licenses

Products	Enterprise Quantity
Enterprise Mobility and Security (EMS)	
Enterprise Mobility and Security USL	200
Office 365 Plans	
O365 E3	200

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	200	200	200	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.

Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: Microsoft O365

Contract Description: For the purpose acquiring 200 Microsoft O365 user subscriptions and appropriate licensing.

APPROVED AS TO FORM:



Date: 06/09/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1073 **Agenda Date:** 6/23/2026 **Agenda #:** 29.

SOCIAL SERVICES - Director Bekkie F. Emery

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Social Services Director, or her Designee to sign the agreement with Computers for Classrooms for the purpose of picking up and processing surplus technology to reissue to consumers, donate to community programs, and recycle unused materials effective 7/1/26 and shall terminate 6/30/29

b) Request to adopt the finding that it is in the best interest of the public to donate miscellaneous surplus technology items with little to no value, rather than sell or recycle the items ourselves

Financial Impact:
There is no financial impact. Computers for Classrooms completes the service for free. Recycling the items ourselves would cost the Department additional labor hours.

Background Information:
The Department has used Computers for Classrooms to recycle surplus technology for many years. This Agreement was previously processed as a purchase agreement, however, we are now seeking Board approval due to some of the items being donated to community programs through Computer for Classrooms. Typical miscellaneous surplus items include: old monitors, keyboards, mice, and computers. The Department IT staff sanitize and destroy any data prior to giving items to Computers for Classrooms. Computers for Classrooms is a local non-profit that refurbishes surplus technology and makes it available to the qualifying community at a low cost.

AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND
COMPUTERS FOR CLASSROOMS

This agreement is entered into between the County of Tehama, through its Department of Social Services, ("County") and Computers for Classrooms ("Contractor") for the purpose of picking up and processing surplus technology to reissue to consumers, donate to community programs, and recycle unused materials as described herein.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide services in accordance with the Scope of Work, Exhibit D, and agrees to terms identified in Debarment, Suspension, and Other Responsibility Matters, Exhibit C, attached hereto and made a part of this agreement.

2. RESPONSIBILITIES OF THE COUNTY

County shall provide services in accordance with the Scope of Work, Exhibit D.

3. TERM OF AGREEMENT

This agreement shall commence on July 1, 2026 and shall terminate June 30, 2029 unless terminated in accordance with section 4 below.

4. 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.

5. 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.

6. 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.

7. 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.

8. **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.

9. **INSURANCE**

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

10. **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.

11. NON-DISCRIMINATION CLAUSE

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.

12. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

13. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by 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.

14. **LAW AND VENUE**

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

15. **AUTHORITY**

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

16. **NOTICES**

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

NOTICES TO COUNTY:	**NOTICES TO CONTRACTOR:**
Bekkie F. Emery, Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Louis Davis, Program Manager/CEO Computers for Classrooms 411 Otterson Drive, Suite 100 Chico, CA 95928 530-895-4175

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

17. **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.

18. 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.

19. LICENSING OR ACCREDITATION

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

20. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor 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 policy may cause termination of this agreement.

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

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

25. **EXHIBITS**

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.

26. OWNERSHIP OF DOCUMENTS

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Contractor, with the exception of materials that are made confidential by applicable state and federal law, 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.

27. 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 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.

28. 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.

29. 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.

30. **CONFIDENTIALITY**

The intent of this agreement is for the Contractor to pick up and process surplus technology to re-issue to consumers, donate to community programs, and recycle unused materials. 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.

31. AVAILABILITY OF FUNDS

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

32. 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.

33. 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).

34. 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.

TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES

Date: 6/1/26

Bekkie F. Emery, Director

COMPUTERS FOR CLASSROOMS

Date: 5/27/2026

Louis Davis, Program Manager/CEO

116229
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

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

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief, that it:

A) Is not presently debarred, suspended, proposed for disbarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

B) Has not been convicted within the preceding three years of this agreement or had a civil judgement rendered against it for:

   i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;

   ii. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocations of customers between competitors, and bid rigging;

   iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or

   iv. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility

C) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above in paragraph (B) (i-iv) of this agreement.

D) Has not had one or more public transactions (Federal, State, or local) terminated within the preceding three years of this agreement for cause or default.

E) Contractor shall report immediately to County in writing, any incidents of alleged fraud and/or abuse by either contractor or subcontractors.

F) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

G) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

EXHIBIT D

SCOPE OF WORK

The Contractor shall furnish all labor, materials, transportation, supervision and management to complete the services described below:

Purpose

Contractor is a recycler and non-profit organization located in Butte County. Contractor shall provide pick up and processing for County's surplus technology to re-issue to consumers, donate to community programs, and recycle unused materials as described.

Contractor Responsibilities

- Accept and pick up County's surplus computers, monitors, UPS, and UPS batteries.
- Schedule pick up as needed.
- Refurbish surplus technology that has remaining useful life. It is not required to refurbish surplus technology that will cost more to refurbish than the value it will provide to the community.
- Follow Federal, State, and Local laws, including copyright and software duplication guidelines.
- Make surplus technology available to the qualifying community at low cost.
- Recycle any surplus technology that cannot be refurbished.

County Responsibilities

- Erase or drill surplus hard drives before donating to Contractor.
- Provide access to surplus technology for pick-ups to be scheduled as needed.
- Provide adequate storage for surplus technology to be picked up by Contractor.
- Provide assistance to Contractor with pick up by means of manpower and equipment, if necessary.
- County will not be responsible for any warranty to Contractor or end user for quality or for fit for use of surplus technology.

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: Computer for Classrooms

Contract Description: For the purpose of picking up and processing surplus technology to reissue to consumers, donate to community programs, and recycle unused materials.

APPROVED AS TO FORM:



Date: 06/09/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1027 **Agenda Date:** 6/23/2026 **Agenda #:** 30.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Sheriff to sign the Agreement with Express Services Inc. DBA Express Employment Professionals, for the purpose of providing temporary employees, for the rates as set forth in Exhibit "B", with maximum compensation not to exceed $125,000, effective on 7/6/26 and shall terminate 6/30/27

Financial Impact:
The funds are budgeted for FY 26/27 in Professional Services accounts (53230), for the Jail (2032) and the Sheriff (2027) budget units.

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

Exhibit C carves out an exception to the indemnification clause.

The DSA and Joint Council Bargaining Units have been notified of the renewed agreement, and both unions are in agreement.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND EXPRESS SERVICES INC.

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

1) RESPONSIBILITIES OF CONTRACTOR

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

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

2) RESPONSIBILITIES OF THE COUNTY

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

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

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

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

3) COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B", after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $125,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4) BILLING AND PAYMENT

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

5) TERM OF AGREEMENT

This agreement shall commence on July 6, 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 Sheriff-Coroner.

7) ENTIRE AGREEMENT; MODIFICATION

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

8) NONASSIGNMENT OF AGREEMENT

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

9) EMPLOYMENT STATUS

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

10) INDEMNIFICATION

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

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

11) INSURANCE

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

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

13) NON-DISCRIMINATION

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

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

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

16) LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions

which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

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

18) NOTICES

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

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

NOTICES TO CONTRACTOR:
Express Employment Professionals
Attn: Randy Hansen
243 S. Main Street
Red Bluff, CA 96080
(530) 527-0727
Randy.Hansen@ExpressPros.com

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

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

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

19) NON-EXCLUSIVE AGREEMENT:

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

20) STANDARDS OF THE PROFESSION

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

21) LICENSING OR ACCREDITATION

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

22) RESOLUTION OF AMBIGUITIES:

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

23) NO THIRD PARTY BENEFICIARIES:

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

24) HAZARDOUS MATERIALS

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

25) HARASSMENT

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

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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

27) EXHIBITS

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

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

COUNTY OF TEHAMA

Date: _____

_____
Chairman, Board of Supervisors

Date: _____

_____
Sheriff-Coroner

EXPRESS SERVICES, INC.

Date: 05/28/2026

Randall D. Hansen
Randall D. Hansen (May 28, 2026 07:31:07 PDT)

Authorized Agent

Agreement #: _____

108526
Vendor Number

2032-53230 Jail
2027-53230 TCSO
Budget Account Number

randy.hansen@expresspros.com
Vendor Email Address

(530) 527-0727
Vendor/Contractor Phone 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 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.

Express EMPLOYMENT PROFESSIONALS

EXHIBIT B

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

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

Job Classification	Code Classification	Bill Rate:
Clerical	8810	$30.00 per hour
Mechanical	9420	$39.22 per hour
Cook	9079	$32.18 per hour
		_____ per hour

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

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

3. In addition to the above bill rates, the Client agrees to pay to Express the following:
N/A

4. Special Considerations: N/A

CLIENT

TEHAMA COUNTY SHERIFF'S OFFICE

BY: _____

DATE: _____, 20___

EXPRESS

EXPRESS EMPLOYMENT PROFESSIONALS

BY: _____

DATE: 5/20, 2026

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EXHIBIT C

CASH HANDLING AGREEMENT

The County (Client) agrees that it will not file any claims against Express Employment Professionals (Express) and Client will indemnify Express for loss of cash, checks, credit cards, negotiable securities, negotiable instruments or other valuables (bullion, precious metals, gems, etc.) arising out of the assignment of Express temporary associates to handle these items while working for Client.

CLIENT
COUNTY OF TEHAMA

BY: _____

DATE: _____, 20 __

EXPRESS SERVICES, Inc.

BY: _____

DATE: 6/3, 2026

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

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

Document Description: 2026 Agreement for Temporary Employment Services

APPROVED AS TO FORM:

Date: 6/4/26

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

Tehama County

Agenda Request Form

File #: 26-1104 **Agenda Date:** 6/23/2026 **Agenda #:** 31.

ADMINISTRATION / BUDGET FY 25-26 - Administrative Fiscal Manager Orepa Mamea

Requested Action(s)
a) TRANSFER OF FUNDS: B-88 - Request approval and authorization from the Chair to allow the Fiscal Manager to make the following budget corrections for FY 2025-26

Financial Impact:
There is no General Fund impact for these actions; these adjustments are strictly contained within the Road Budget Unit and associated funds.

Background Information:
During the FY 2025-26 Mid-Year Budget process, certain revised documents submitted to the Road Budget were inadvertently omitted from the final approved changes. The necessary adjustments to correct this oversight are detailed below:

3011				Mid-Year Request
		Current Budget	Adjustment Needed	New Total - Final
	51010	4,297,887.00	52,839.00	4,350,726.00
	51020	417,262.00	5,137.00	422,399.00
	51021	355,103.00	4,083.00	359,186.00
	51030	1,181,773.00	13,538.00	1,195,311.00
	51031	8,964.00	105.00	9,069.00
	51050	32,760.00	640.00	33,400.00
	53250	126,239.00	200,000.00	326,239.00
	53280	3,004,810.77	(215,484.77)	2,789,326.00
		9,424,798.77	**60,857.23**	**9,485,656.00**
	460960	-	59,561.00	59,561.00
		-	**59,561.00**	**59,561.00**

County of Tehama
FY 2025-26 Mid-Year Budget Review
Worksheet

DEPARTMENT NAME:	**Tehama County Public Works**
BUDGET UNIT TITLE:	**Road**
FUND AND BUDGET UNIT NUMBERS:	**3011**

REQUESTED ADJUSTMENTS

EXPENDITURES

(1) Expenditure Account Title	Account Number	Adopted Budget Amount Including Transfers (2)	Actual Expenditures 7/1/25-12/31/25 (3)	Projected Expenditures 1/1/26-6/30/26 (4)	Estimated Under or Over Expenditures (5)	Requested Adjustment + Increases Acct - Decreases Acct (6)
Salary & Wages	51010	$ 4,460,447	$ 1,838,761	$ 2,511,965	$ 109,721	$ (109,721)
Extra Help	51011	$ -	$ 11,332	$ 23,000	$ (34,332)	$ 34,332
Overtime	51012	$ 114,500	$ 43,248	$ 105,953	$ (34,701)	$ 34,701
Pay In Lieu/Misc Payouts	51015	$ 123,391	$ 23,897	$ 109,800	$ (10,306)	$ 10,306
PERS Retirement	51020	$ 429,495	$ 178,632	$ 243,767	$ 7,096	$ (7,096)
OASDI	51021	$ 363,403	$ 143,560	$ 215,626	$ 4,217	$ (4,217)
Group Insurance	51030	$ 1,425,476	$ 592,089	$ 603,222	$ 230,165	$ (230,165)
Unemployment Insurance	51031	$ 9,397	$ 3,794	$ 5,275	$ 328	$ (328)
Deferred Comp Match	51050	$ 35,340	$ 13,931	$ 19,469	$ 1,940	$ (1,940)
Clothing & Personnel Supplies	53110	$ 54,484	$ 21,702	$ 32,961	$ (179)	$ 179
Communications	53120	$ 34,957	$ 10,800	$ 22,478	$ 1,679	$ (1,679)
Household Expense	53140	$ 55,876	$ 22,101	$ 44,380	$ (10,605)	$ 10,605
Maintenance of Equipment	53170	$ 445,768	$ 204,040	$ 236,072	$ 5,656	$ (5,656)
Maintenance Struct-Imprv-Grounds	53180	$ 15,241	$ 2,077	$ 12,223	$ 941	$ (941)
Medical/Dental Lab Supply	53190	$ 3,664	$ 206	$ 593	$ 2,865	$ (2,865)
Memberships & Dues	53200	$ 2,824	$ -	$ 2,324	$ 500	$ (500)
Office Expense	53220	$ 41,063	$ 9,415	$ 37,960	$ (6,312)	$ 6,312
Professional/Special Services	53230	$ 702,311	$ 61,904	$ 789,517	$ (149,110)	$ 149,110
Publication/Legal Notices	53240	$ 5,506	$ 1,109	$ 6,247	$ (1,850)	$ 1,850
Rent/Lease of Equipment	53250	$ 312,700	$ 13,223	$ 313,016	$ (13,539)	$ 13,539
Special Department Expense	53280	$ 2,211,873	$ 1,054,038	$ 1,735,288	$ (577,453)	$ 577,453
Shop Supplies	532801	$ 31,607	$ 6,169	$ 43,590	$ (18,152)	$ 18,152
Employee Travel/Training	53290	$ 10,359	$ 448	$ 4,247	$ 5,664	$ (5,664)
Internal Assets	53800	$ 22,150	$ -	$ 26,805	$ (4,655)	$ 4,655
Contingency	59000	$ -	$ -	$ 144,185	$ (144,185)	$ 144,185
				TOTAL REQUESTED EXPENDITURE ADJUSTMENTS		**$ 634,607**

REVENUES

(1) Revenue Account Title	Account Number	Adopted Budget Amount Including Transfers (2)	Actual Revenue Rec'd 7/1/25-12/31/25 (3)	Projected Revenue 1/1/26-6/30/26 (4)	Estimated Revenue Shortfall or Overage (5)	Requested Adjustment + Increases Acct - Decreases Acct (6)
Road Privileges & Permits	420130	$ 10,105	$ 2,375	$ 2,375	$ 5,355	$ (5,355)
State Highway Users 2104	450410	$ 1,019,965	$ 423,772	$ 601,052	$ (4,859)	$ 4,859
State Highway Users 2106	450411	$ 276,585	$ 110,356	$ 166,683	$ (454)	$ 454
State Highway Users 2105	450412	$ 1,150,256	$ 465,118	$ 683,865	$ 1,273	$ (1,273)
State Highway Users 2103	450413	$ 1,808,160	$ 860,588	$ 998,965	$ (51,393)	$ 51,393
State Highway Users SB1 RMRA	450415	$ 4,666,944	$ 2,309,002	$ 2,708,455	$ (350,513)	$ 350,513
State Disaster Relief	450580	$ 1,065,427	$ 63,429	$ 915,483	$ 86,515	$ (86,515)
State Other	450620	$ -	$ -	$ 223,745	$ (223,745)	$ 223,745
Federal Disaster Relief	450670	$ 2,246,726	$ 253,716	$ 490,292	$ 1,502,718	$ (1,502,718)
Federal Forest Reserve	450680	$ -	$ -	$ 1,200,000	$ (1,200,000)	$ 1,200,000
Federal Other	450720	$ -	$ 3,142	$ 320,000	$ (323,142)	$ 323,142
Planning/Engineering Services	460870	$ 10,305	$ 3,806	$ 4,676	$ 1,823	$ (1,823)
Road & Street Services	460960	$ -	$ -	$ 59,561	$ (59,561)	$ 59,561
Interfund Revenue	461070	$ 315,501	$ 51,521	$ 311,040	$ (47,060)	$ 47,060
Sale of Fixed Assets	471210	$ 29,300	$ 864	$ -	$ 28,436	$ (28,436)
					TOTAL REQUESTED REVENUE ADJUSTMENTS	**$ 634,607**

ADDITIONAL ADJUSTMENT

After taking into consideration the "Total Requested Expenditure Adjustments" and "Total Requested Revenue Adjustments" from above, enter the amount, if any, needed to balance the budget. Enter 0 if no further adjustment is needed.

Account Title	Account Number	Amount
Provide an explanation in your accompanying narrative.	**TOTAL ADDITIONAL ADJUSTMENT**	

I have reviewed the above-named budget unit. Except as noted above, I anticipate all accounts to fall within existing budget appropriations.

A Narrative explaining the adjustment(s) requested accompanies this worksheet.

Yes:	***X***
No:	

Date

Department Head Signature

3011	Current Budget	Adjustment Needed	Mid-Year Request New Total - Final
51010	4,297,887.00	52,839.00	4,350,726.00
51020	417,262.00	5,137.00	422,399.00
51021	355,103.00	4,083.00	359,186.00
51030	1,181,773.00	13,538.00	1,195,311.00
51031	8,964.00	105.00	9,069.00
51050	32,760.00	640.00	33,400.00
53250	126,239.00	200,000.00	326,239.00
53280	3,004,810.77	(215,484.77)	2,789,326.00
	9,424,798.77	**60,857.23**	**9,485,656.00**
460960	-	59,561.00	59,561.00
	-	**59,561.00**	**59,561.00**

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

Auditor Number B-88

DEPARTMENT NAME AUDITOR - CONTROLLER

Date: June 17, 2026

Due to a budget deficiency, or unanticipated expense, I am requesting a transfer, or an additional appropriation as listed below for the following reason:

***REQUIRED** Request authorization for transfers as approved for this mid-year budget corrrection adjustment.

Budget Transfer From				Budget Transfer To			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
		VARIOUS				VARIOUS	
		Total Journal	$ -			Total Journal	$ -

TRANSFER APPROVED

SIGNATURE OF REQUESTING OFFICIAL 6.17.26 DATE

Julieanne Manning 6/17/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-118 07/18

1202

Tehama County

Agenda Request Form

File #: 26-1124 **Agenda Date:** 6/23/2026 **Agenda #:** 32.

ADMINISTRATION / COUNTY RECOMMENDED BUDGET FISCAL YEAR 2026/27 - Administrative Fiscal Manager Orepa Mamea

Requested Action(s)

a) Presentation of FY 2026-27 Recommended Budget

b) Request approval of the FY 2026-27 Recommended Budget

c) RESOLUTION - Request adoption of the Resolution amending Resolution No. 2025-074. The FY 2025-26 Position Allocation List (PAL) as detailed in 'Summary - Revision to the Position Allocation List'

Financial Impact:

The Recommended Budget outlines Tehama County's financial plan for providing services to its residents. It details how the County will allocate resources, as well as the anticipated sources and amounts of revenue.

Background Information:

In accordance with California Government Code section 29062, the recommended budget must be presented to the Board by June 30th each year. The Board has the authority to review the budget and propose revisions, reductions, or additions before accepting it. Further adjustments may be made during the final budget process in August. It's crucial to adhere to this timeline, as significant delays could result in non-compliance with mandated deadlines and potentially disrupt the county's financial planning process. Detailed budget reports and narrative are available on the County website.

RESOLUTION NO. _____

RECOMMENDED BUDGET PAL CHANGES

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, effective June 30, 2026, as follows:

DEPARTMENT/BUDGET Position	INCREASE / DECREASE	CURRENT ALLOCATIONS	FTE ADJUSTMENT	NEW PAL ALLOCATION
DA WELFARE FRAUD (2007)				
Office Assistant III	Decrease	.50	-.25	.25
	TOTAL	**.50**	**-.25**	**.25**
DISTRICT ATTORNEY (2013)				
Office Assistant III	Increase	1.50	+.25	1.75
Victim Witness Advocate I/II	Increase	0.00	+1.35	1.35
Victim Witness Coordinator	Increase	0.00	+.30	.30
	TOTAL	**1.50**	**+1.05**	**2.55**
DA UVA (20112)				
Victim Witness Advocate I/II	Decrease	1.35	-1.35	0.00
Victim Witness Coordinator	Decrease	.30	-.30	0.00
	TOTAL	**1.65**	**-1.65**	**0.00**
DIVISION OF ANIMAL SERVICES (2078)				
Animal Services Coordinator	Increase	1.00	+1.00	2.00
Animal Services Coordinator – Limited Term	Decrease	1.00	-1.00	0.00
	TOTAL	**2.00**	**0.00**	**2.00**
TCTC ADMINISTRATION (3033)				
Transportation Planner Aide	Decrease	1.00	-1.00	0.00
Associate Transportation Planner, or Senior Transportation Planner	Increase	2.00	+1.00	3.00
	TOTAL	**3.00**	**0.00**	**3.00**
HEALTH SERVICES AGENCY – PUBLIC HEALTH (40121) / MENTAL HEALTH (40131) / DRUG & ALCOHOL (40171) / CLINICAL SERVICES (40251) / JAIL NURSING (40261) / CALIFORNIA CHILDRENS SERVICES (40301)				
Physician/Surgeon	Decrease	3.00	-1.00	2.00
Nurse Practitioner or Physician's Assistant	Decrease	3.00	-1.00	2.00
Patient Navigator I/II	Increase	7.00	+2.00	9.00
Accountant I/II	Increase	3.00	+1.00	4.00
	TOTAL	**16.00**	**+1.00**	**17.00**
SOCIAL SERVICES (5013)				
Fair Hearings Officer	Decrease	1.00	-1.00	0.00
Staff Services Analyst I/II	Increase	6.00	+1.00	7.00
Program Manager	Increase	4.00	+1.00	5.00
	TOTAL	**11.00**	**+1.00**	**12.00**

CHILD SUPPORT SPECIALIST (5015)

Child Support Specialist I/II/III	Increase	6.00	+1.00	7.00
	TOTAL	**6.00**	**1.00**	**7.00**

AGRICULTURAL EXTENSION (6031)

Office Manager I	Decrease	1.00	-1.00	0.00
Office Manager I/II	Increase	0.00	+1.00	1.00
	TOTAL	**1.00**	**0.00**	**1.00**

Bilingual Designations

BUDGET	DEPARTMENT	INCREASE / DECREASE	CURRENT FTE DESIGNATED BILINGUAL	ADJUSTMENT	NEW FTE DESIGNATED BILINGUAL
1052	Elections	Increase	0.00	+1.00	1.00
2027	Sheriff	Increase	3.00	+3.00	6.00
2032	Jail	Decrease	3.00	-1.00	2.00
2035	Day Reporting Center	Decrease	1.00	-1.00	0.00

Extension of Limited Term (Sunset Date)

BUDGET	DEPARTMENT	POSITION	SUNSET	EXTENSION
5062	Community Action Agency	CAA Case Manager (Limited Term)	12/31/26	6/30/28

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. _____

SUMMARY
REQUESTED REVISIONS TO THE POSITION ALLOCATION LIST
FY 2026/27 Recommended Budget

DISTRICT ATTORNEY								
Budget Unit	**Fund # and Budget Unit #**	**Classification Title**	**Proposed Action**	**Total Allocations Currently in the PAL**	**PAL FTE Change + or -**	**Adjusted PAL Allocations**	**Comments**	**Requested Effective Date**
DA WELFARE FRAUD	106-2007	Office Assistant III	Decrease	0.50	-0.25	0.25	Moving .25 FTE to BU 2013 based on analysis of actual work being performed on the DSS welfare fraud program.	6/30/2026
DISTRICT ATTORNEY	106-2013	Office Assistant III	Increase	0.50	0.25	0.75		6/30/2026
		Victim Witness Advocate I/II	Increase	0.00	1.35	1.35	To simplify and streamline the District Attorney Office services and budgeting, we are requesting to eliminate budget unit 20112 (UVA) and incorporate the allotted PAL positions into budget unit 2013 (Criminal Division). This will simplify the budgeting process and reporting for both the District Attorney's office and the Auditor. The position allocations and funding source will remain the same. This will not affect the County's budget or the services that these positions provide.	6/30/2026
		Victim Witness Coordinator	Increase	0.00	0.30	0.30		6/30/2026
DA UVA	106-20112	Victim Witness Advocate I/II	Decrease	1.35	-1.35	0.00		6/30/2026
		Victim Witness Coordinator	Decrease	0.30	-0.30	0.00		6/30/2026
					Total:	**0.00**		
					NET FTE CHANGE FOR DISTRICT ATTORNEY:	**0.00**		

DIVISION OF ANIMAL SERVICES								
Budget Unit	**Fund # and Budget Unit #**	**Classification Title**	**Proposed Action**	**Total Allocations Currently in the PAL**	**PAL FTE Change + or -**	**Adjusted PAL Allocations**	**Comments**	**Requested Effective Date**
DIVISION OF ANIMAL SERVICES	101-2078	Animal Services Coordinator	Increase	1.00	1.00	2.00	Changing current limited term position to a regular / permanent	6/30/2026
		Animal Services Coordinator Limited Term	Decrease	1.00	-1.00	0.00		6/30/2026
					Total:	**0.00**		
					NET FTE CHANGE FOR DIVISION OF ANIMAL SERVICES:	**0.00**		

TCTC ADMINISTRATION								
Budget Unit	**Fund # and Budget Unit #**	**Classification Title**	**Proposed Action**	**Total Allocations Currently in the PAL**	**PAL FTE Change + or -**	**Adjusted PAL Allocations**	**Comments**	**Requested Effective Date**
		Transportation Planner Aide	Decrease	1.00	-1.00	0.00	Transportation Planner Aide position is no longer needed. Request to replace with higher-	6/30/2026

TCTC ADMINISTRATION	527-3033	Associate Transportation Planner, or Senior Transportation Planner	Increase	2.00	1.00	3.00	longer needed. Request to replace with higher-level Associate Transportation Planner or Senior Transportation Planner	6/30/2026
					Total:	**0.00**		
NET FTE CHANGE FOR TCTC ADMINISTRATION:					**0.00**			

HEALTH SERVICES AGENCY								
Budget Unit	**Fund # and Budget Unit #**	**Classification Title**	**Proposed Action**	**Total Allocations Currently in the PAL**	**PAL FTE Change + or -**	**Adjusted PAL Allocations**	**Comments**	**Requested Effective Date**
HEALTH SERVICES AGENCY	112-40121/40131/40171/40251/40261/40301	Physician/Surgeon	Decrease	3.00	-1.00	2.00	Deleting position to replace with a lower-level Patient Navigator.	6/30/2026
		Nurse Practitioner or Physician's Assistant	Decrease	3.00	-1.00	2.00	Deleting position to replace with a lower-level Patient Navigator.	6/30/2026
		Patient Navigator I/II	Increase	7.00	2.00	9.00	Adding to maintain timely care, support providers, ensure compliance and sustain efficient operations and patient outcomes.	6/30/2026
		Accountant I/II	Increase	3.00	1.00	4.00	Adding to meet fiscal program reporting needs and invoicing.	6/30/2026
					Total:	**1.00**		
NET FTE CHANGE FOR HEALTH SERVICES AGENCY:					**1.00**			

SOCIAL SERVICES								
Budget Unit	**Fund # and Budget Unit #**	**Classification Title**	**Proposed Action**	**Total Allocations Currently in the PAL**	**PAL FTE Change + or -**	**Adjusted PAL Allocations**	**Comments**	**Requested Effective Date**
SOCIAL SERVICES	108-5013	Fair Hearings Officer	Decrease	1.00	-1.00	0.00	Replacing Fair Hearings Officer with Staff Services Analyst I/II	6/30/2026
		Staff Services Analyst I/II	Increase	6.00	1.00	7.00		6/30/2026
		Program Manager	Increase	4.00	1.00	5.00		6/30/2026
					Total:	**1.00**		
NET FTE CHANGE FOR SOCIAL SERVICES:					**1.00**			

CHILD SUPPORT SERVICES								
Budget Unit	**Fund # and Budget Unit #**	**Classification Title**	**Proposed Action**	**Total Allocations Currently in the PAL**	**PAL FTE Change + or -**	**Adjusted PAL Allocations**	**Comments**	**Requested Effective Date**
CHILD SUPPORT SERVICES	113-5015	Child Support Specialist I/II/III	Increase	6.00	1.00	7.00	The addition of this position is primarily for succession planning and to promote workforce stability.	6/30/2026
					Total:	**1.00**		
NET FTE CHANGE FOR CHILD SUPPORT SERVICES:					**1.00**			

AGRICULTURAL EXTENSION								
Budget Unit	**Fund # and Budget Unit #**	**Classification Title**	**Proposed Action**	**Total Allocations Currently in the PAL**	**PAL FTE Change + or -**	**Adjusted PAL Allocations**	**Comments**	**Requested Effective Date**

AGRICULTURAL EXTENSION	101-6031	Office Manager I	Decrease	1.00	-1.00	0.00	Ag Extension is a complicated department in that it spans both the County and a more complicated university system. In addition to typical office duties, this postion builds the bridge between the two systems. The systems serve different purposes and require accuracy	6/30/2026
	101-6031	Office Manager I/II	Increase	0.00	1.00	1.00		6/30/2026
					Total:	0.00		
					NET FTE CHANGE FOR AGRICULTURAL EXTENSION:	0.00		

BILINGUAL DESIGNATIONS

SHERIFF'S OFFICE

Budget Unit	Fund # and Budget Unit #	Proposed Action	Current FTE Designated Bilingual	Adjustment	New FTE Designated Bilingual	Comments	Requested Effective Date
SHERIFF	106-2027	Increase	3.00	3.00	6.00	Moving 1.00 bilingual designation from 2032 and 1.00 from 2035 to add to 2027. 1.00 additional bilingual designation is being requested.	6/30/2025
JAIL	106-2032	Decrease	3.00	-1.00	2.00		6/30/2025
DAY REPORTING CENTER	106-2035	Decrease	1.00	-1.00	0.00		6/30/2025
				Total:	1.00		
				NET BILINGUAL DESIGNATION FTE CHANGE FOR SHERIFF'S OFFICE:	1.00		

ELECTIONS

Budget Unit	Fund # and Budget Unit #	Proposed Action	Current FTE Designated Bilingual	Adjustment	New FTE Designated Bilingual	Comments	Requested Effective Date
ELECTIONS	101-1052	Increase	0.00	1.00	1.00		6/30/2025
				Total:	1.00		
				NET BILINGUAL DESIGNATION FTE CHANGE FOR ELECTIONS:	1.00		

Extension of Limited Term (Sunset Date)

Department	Fund # and Budget Unit	Classification Title	Sunset	Extension	Comments
Community Action Agency	101-5062	CAA Case Manager (Limited Term)	12/31/2026	6/30/2028	Extend sunset date based on remaining funding.

Tehama County

Agenda Request Form

File #: 26-1007 **Agenda Date:** 6/23/2026 **Agenda #:** 33.

PUBLIC WORKS / Interim Director Tom Provine

Requested Action(s)
a) INFORMATIONAL PRESENTATION - Presentation regarding the County of Tehama's list of projects for Fiscal Year 26/27 funded by Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017

b) RESOLUTION - Request adoption of a Resolution amending the FY 26/27 budget to incorporate a list of projects funded by SB1: The Road Repair and Accountability Act

Financial Impact:
SB1 funding of $5,445,278 is identified as Road Maintenance and Rehabilitation Account (RMRA) projects for expenditure per the attached FY 2026-2027 project list. SB1 - RMRA is a Road Fund revenue intended to be an annual source of funding.

Background Information:
Senate Bill 1 (SB1), Chapter 5, Statutes of 2017, created the Road Maintenance and Rehabilitation Program (RMRP) to address deferred maintenance on the State Highway System and the local street and road system, and the Road Maintenance and Rehabilitation Account (RMRA) for the deposit of various funds for the program.

A percentage of RMRA funding is apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Prior to receiving an apportionment of Road Maintenance and Rehabilitation Account (RMRA) funds from the California State Controller in a fiscal year, a city or county must submit to the Commission an adopted list of projects proposed to be funded with these funds by July 1st of each year. All projects proposed to receive the fiscal year funding must be adopted by resolution (public record of the action taken) by the applicable city council or county board of supervisors at a regular public meeting each fiscal year [Streets and Highways Code (SHC) Section 2034(a)(1)].

The adopted list of proposed projects should, at a minimum, include any new projects to be funded with that fiscal year's apportionment and any projects previously listed that will continue to receive funding in the coming fiscal year (i.e., multi-year-funded projects). Those projects are listed within the attached resolution and project list. The Tehama County SB1 - RMRA Project Planning Committee, consisting of the Road Operations Superintendent, Road Maintenance Supervisors, Fleet Operations Manager, Sign Shop Supervisor, and a representative from the Engineering Division, met regularly for the past year to develop the FY 2026-27 Project List.

SB-1 Transportation funding. (2017-2018)

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Date Published: 05/01/2017 02:00 PM

Senate Bill No. 1

CHAPTER 5

An act to amend Section 14526.5 of, to add Sections 14033, 14110, 14526.7, 14556.41, and 16321 to, to add Chapter 5 (commencing with Section 14460) to Part 5 of Division 3 of Title 2 of, to repeal Sections 63048.66, 63048.67, 63048.7, 63048.75, 63048.8, and 63048.85 of, and to repeal and add Section 63048.65 of, the Government Code, to add Section 43021 to the Health and Safety Code, to amend Section 99312.1 of, and to add Sections 99312.3, 99312.4, and 99314.9 to, the Public Utilities Code, to amend Sections 6051.8, 6201.8, 7360, 8352.4, 8352.5, 8352.6, and 60050 of, to add Sections 7361.2, 7653.2, 60050.2, and 60201.4 to, and to add Chapter 6 (commencing with Section 11050) to Part 5 of Division 2 of, the Revenue and Taxation Code, to amend Sections 2104, 2105, 2106, and 2107 of, to add Sections 2103.1 and 2192.4 to, to add Article 2.5 (commencing with Section 800) to Chapter 4 of Division 1 of, and to add Chapter 2 (commencing with Section 2030) and Chapter 8.5 (commencing with Section 2390) to Division 3 of, the Streets and Highways Code, and to amend Section 4156 of, and to add Sections 4000.15 and 9250.6 to, the Vehicle Code, relating to transportation, making an appropriation therefor, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor April 28, 2017. Filed with Secretary of State April 28, 2017.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1, Beall. Transportation funding.

(1) Existing law provides various sources of funding for transportation purposes, including funding for the state highway system and the local street and road system. These funding sources include, among others, fuel excise taxes, commercial vehicle weight fees, local transactions and use taxes, and federal funds. Existing law imposes certain registration fees on vehicles, with revenues from these fees deposited in the Motor Vehicle Account and used to fund the Department of Motor Vehicles and the Department of the California Highway Patrol. Existing law provides for the monthly transfer of excess balances in the Motor Vehicle Account to the State Highway Account.

This bill would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would require the California Transportation Commission to adopt performance criteria, consistent with a specified asset management plan, to ensure efficient use of certain funds available for the program. The bill would provide for the deposit of various funds for the program in the Road Maintenance and Rehabilitation Account, which the bill would create in the State Transportation Fund, including revenues attributable to a $0.12 per gallon increase in the motor vehicle fuel (gasoline) tax imposed by the bill with an inflation adjustment, as provided, 50% of a $0.20 per gallon increase in the diesel excise tax, with an inflation adjustment, as provided, a portion of a new transportation improvement fee imposed under the Vehicle License Fee Law with a varying fee between $25 and $175 based on vehicle value

and with an inflation adjustment, as provided, and a new $100 annual vehicle registration fee applicable only to zero-emission vehicles model year 2020 and later, with an inflation adjustment, as provided. The bill would provide that the fuel excise tax increases take effect on November 1, 2017, the transportation improvement fee takes effect on January 1, 2018, and the zero-emission vehicle registration fee takes effect on July 1, 2020.

This bill would annually set aside $200,000,000 of the funds available for the program to fund road maintenance and rehabilitation purposes in counties that have sought and received voter approval of taxes or that have imposed fees, including uniform developer fees, as defined, which taxes or fees are dedicated solely to transportation improvements. These funds would be continuously appropriated for allocation pursuant to guidelines to be developed by the California Transportation Commission in consultation with local agencies. The bill would require $100,000,000 of the funds available for the program to be available annually for expenditure, upon appropriation by the Legislature, on the Active Transportation Program. The bill would require $400,000,000 of the funds available for the program to be available annually for expenditure, upon appropriation by the Legislature, on state highway bridge and culvert maintenance and rehabilitation. The bill would require $5,000,000 of the funds available for the program that are not restricted by Article XIX of the California Constitution to be appropriated each fiscal year to the California Workforce Development Board to assist local agencies to implement policies to promote preapprenticeship training programs to carry out specified projects funded by the account. The bill would require $25,000,000 of the funds available for the program to be annually transferred to the State Highway Account for expenditure on the freeway service patrol program. The bill would require $25,000,000 of the funds available for the program to be available annually for expenditure, upon appropriation by the Legislature, on local planning grants. The bill would authorize annual appropriations of $5,000,000 and $2,000,000 of the funds available for the program to the University of California and the California State University, respectively, for the purpose of conducting transportation research and transportation-related workforce education, training, and development, as specified. The bill would require the remaining funds available for the program to be allocated 50% for maintenance of the state highway system or to the state highway operation and protection program and 50% to cities and counties pursuant to a specified formula. The bill would impose various requirements on the department and agencies receiving these funds. The bill would authorize a city or county to spend its apportionment of funds under the program on transportation priorities other than those allowable pursuant to the program if the city’s or county’s average Pavement Condition Index meets or exceeds 80.

(2) Existing law creates the Department of Transportation within the Transportation Agency.

This bill would create the Independent Office of Audits and Investigations within the department, with specified powers and duties. The bill would provide for the Governor to appoint the director of the office for a 6-year term, subject to confirmation by the Senate, and would provide that the director, who would be known as the Inspector General, may not be removed from office during the term except for good cause. The bill would specify the duties and responsibilities of the Inspector General with respect to the department and local agencies receiving state and federal transportation funds through the department, and would require an annual report to the Legislature and Governor.

This bill would require the department to update the Highway Design Manual to incorporate the “complete streets” design concept by January 1, 2018. The bill would require the department to develop a plan by January 1, 2020, to increase by up to 100% the dollar value of contracts awarded to small businesses, disadvantaged business enterprises, and disabled veteran business enterprises, as specified.

(3) Existing law provides for loans of revenues from various transportation funds and accounts to the General Fund, with various repayment dates specified.

This bill would identify the amount of outstanding loans from certain transportation funds as $706,000,000. The bill would require the Department of Finance to prepare a loan repayment schedule and would require the outstanding loans to be repaid pursuant to that schedule, as prescribed. The bill would appropriate funds for that purpose from the Budget Stabilization Account. The bill would require the repaid funds to be transferred, pursuant to a specified formula, to various state and local transportation purposes.

(4) The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 1B) created the Trade Corridors Improvement Fund and provided for allocation by the California Transportation Commission of $2 billion in bond funds for infrastructure improvements on highway and rail corridors that have a high volume of freight movement and for specified categories of projects eligible to receive these funds.

This bill would deposit the revenues attributable to 50% of the $0.20 per gallon increase in the diesel fuel excise tax imposed by the bill into the Trade Corridor Enhancement Account, to be expended on corridor-based freight

projects nominated by local agencies and the state.

(5) Article XIX of the California Constitution requires gasoline excise tax revenues from motor vehicles traveling upon public streets and highways to be deposited in the Highway Users Tax Account, for allocation to city, county, and state transportation purposes. Existing law generally provides for statutory allocation of gasoline excise tax revenues attributable to other modes of transportation, including aviation, boats, agricultural vehicles, and off-highway vehicles, to particular accounts and funds for expenditure on purposes associated with those other modes, except that a specified portion of these gasoline excise tax revenues is deposited in the General Fund. Expenditure of the gasoline excise tax revenues attributable to those other modes is not restricted by Article XIX of the California Constitution.

This bill, commencing November 1, 2017, would transfer the gasoline excise tax revenues attributable to boats and off-highway vehicles from the new $0.12 per gallon increase, and future inflation adjustments from that increase, to the State Parks and Recreation Fund, to be used for state parks, off-highway vehicle programs, or boating programs. The bill would allocate revenues from future inflation adjustments of the existing gasoline excise tax rate attributable to the nonhighway modes pursuant to existing law.

(6) Existing law, as of July 1, 2011, increases the sales and use tax on diesel and decreases the excise tax, as provided. Existing law requires the State Board of Equalization to annually modify both the gasoline and diesel excise tax rates on a going-forward basis so that the various changes in the taxes imposed on gasoline and diesel are revenue neutral.

This bill would eliminate, effective July 1, 2019, the annual rate adjustment to maintain revenue neutrality for the gasoline and diesel excise tax rates and would reimpose on that date the higher gasoline excise tax rate that was in effect on July 1, 2010, in addition to the increase in the rate described in (1) above that becomes effective on November 1, 2017.

Existing law, beyond the sales and use tax rate generally applicable, imposes an additional sales and use tax on diesel fuel at the rate of 1.75%, subject to certain exemptions, and provides for the net revenues collected from the additional tax to be transferred to the Public Transportation Account. Existing law continuously appropriates these and other revenues in the account to the Controller for allocation by formula to transportation agencies for public transit purposes under the State Transit Assistance Program. Existing law provides for appropriation of other revenues in the account to the Department of Transportation for various other transportation purposes, including intercity rail purposes.

This bill would increase the additional sales and use tax rate on diesel fuel by an additional 4%. The bill would continuously appropriate revenues attributable to the 3.5% rate increase to the Controller for allocation to transportation agencies for public transit purposes under the State Transit Assistance Program. The bill would require the revenues attributable to the remaining 0.5% rate increase to be continuously appropriated to the Transportation Agency for intercity rail and commuter rail purposes.

The bill would also allocate portions of the revenue from the new transportation improvement fee to the State Transit Assistance Program and to the Transit and Intercity Rail Capital Program. The bill would restrict expenditures of the fee revenues made available to the State Transit Assistance Program to transit capital purposes and certain transit services, and would require a recipient transit agency to comply with various requirements, as specified.

(7) Existing law provides for the state to receive certain compact assets, as defined, from designated tribal compacts relative to Indian gaming, and authorized the compact assets to be sold by the Infrastructure and Economic Development Bank to a special purpose trust in order to generate state revenues. Existing law designated certain of these revenues to be used to repay certain loans of transportation funds that were made to the General Fund.

This bill would delete the references to the special purpose trust and revise payments to various transportation accounts to be made from compact assets. The bill would repeal various other related provisions.

(8) Existing law creates the Traffic Congestion Relief Program and identifies various specific projects eligible to receive funding.

This bill would deem the Traffic Congestion Relief Program to be complete and final as of June 30, 2017, and would provide that projects without approved applications are no longer eligible for funding.

(9) Existing law requires the Department of Transportation to prepare a state highway operation and protection program every other year for the expenditure of transportation capital improvement funds for projects that are necessary to preserve and protect the state highway system, excluding projects that add new traffic lanes. The program is required to be based on an asset management plan, as specified. Existing law requires the department to specify, for each project in the program the capital and support budget and projected delivery date for various components of the project. Existing law provides for the California Transportation Commission to review and adopt the program, and authorizes the commission to decline and adopt the program if it determines that the program is not sufficiently consistent with the asset management plan.

This bill would require the commission, as part of its review of the program, to hold at least one hearing in northern California and one hearing in southern California regarding the proposed program. The bill would require the department to submit any change to a programmed project as an amendment to the commission for its approval.

This bill, on and after July 1, 2017, would also require the commission to make an allocation of capital outlay support resources by project phase for each project in the program, and would require the department to submit a supplemental project allocation request to the commission for each project that experiences cost increases above the amounts in its allocation. The bill would require the commission to establish guidelines to provide exceptions to the requirement for a supplemental project allocation requirement that the commission determines are necessary to ensure that projects are not unnecessarily delayed.

(10) Existing law generally provides for transportation capital improvement projects to be nominated and programmed through the state highway operation and protection program, relative to state highway rehabilitation and similar projects, or through the state transportation improvement program, relative to capacity enhancements and other capital projects.

This bill would create the Solutions for Congested Corridors Program, with funding appropriated for the program from a portion of the new transportation improvement fee to be allocated by the California Transportation Commission to projects designed to achieve a balanced set of transportation, environmental, and community access improvements within highly congested travel corridors throughout the state and that are part of a comprehensive corridor plan. The bill would provide for regional transportation agencies and the Department of Transportation to nominate projects, with preference to be given to projects that demonstrate collaboration between the regional agencies and the department.

(11) The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment.

This bill would establish the Advance Mitigation Program in the Department of Transportation to enhance communications between the department and stakeholders to, among other things, protect natural resources and accelerate project delivery. The bill would require the department to set aside not less than $30,000,000 annually for 4 years for the program from capital outlay revenues.

(12) Existing law imposes various limitations on emissions of air contaminants for the control of air pollution from vehicular and nonvehicular sources. Existing law generally designates the State Air Resources Board as the state agency with the primary responsibility for the control of vehicular air pollution.

This bill would prohibit, except as specified, the requiring of the retirement, replacement, retrofit, or repower of a self-propelled commercial motor vehicle during a specified period. The bill would require the state board to, by January 1, 2025, evaluate the impact of these provisions on state and local clean air efforts to meet state and local clean air goals, as provided.

(13) Existing law prohibits a person from driving, moving, or leaving standing upon a highway any motor vehicle, as defined, that has been registered in violation of provisions regulating vehicle emissions.

This bill, effective January 1, 2020, would require the Department of Motor Vehicles to confirm, prior to the initial registration or the transfer of ownership and registration of a diesel-fueled vehicle with a gross vehicle weight rating of more than 14,000 pounds, that the vehicle is compliant with, or exempt from, applicable air pollution control technology requirements, pursuant to specified provisions. The bill would require the department to

refuse registration, or renewal or transfer of registration, for certain diesel-fueled vehicles, based on weight and model year, that are subject to specified provisions relating to the reduction of emissions of diesel particulate matter, oxides of nitrogen, and other criteria pollutants from in-use diesel-fueled vehicles. The bill would authorize the department to allow registration, or renewal or transfer of registration, for any diesel-fueled vehicle that has been reported to the State Air Resources Board, and is using an approved exemption, or is compliant with applicable air pollution control technology requirements, pursuant to specified provisions.

Existing law authorizes the department, in its discretion, to issue a temporary permit to operate a vehicle when a payment of fees has been accepted in an amount to be determined by the department and paid to the department by the owner or other person in lawful possession of the vehicle.

This bill would additionally authorize the department to issue a temporary permit to operate a vehicle for which registration is otherwise required to be refused under the provisions of the bill, as prescribed.

(14) The bill would enact other related provisions.

(15) This bill would declare that it is to take effect immediately as an urgency statute.
Vote: 2/3 Appropriation: yes Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) Over the next 10 years, the state faces a $59 billion shortfall to adequately maintain the existing state highway system in order to keep it in a basic state of good repair.

(b) Similarly, cities and counties face a $78 billion shortfall over the next decade to adequately maintain the existing network of local streets and roads.

(c) Statewide taxes and fees dedicated to the maintenance of the system have not been increased in more than 20 years, with those revenues losing more than 55 percent of their purchasing power, while costs to maintain the system have steadily increased and much of the underlying infrastructure has aged past its expected useful life.

(d) California motorists are spending $17 billion annually in extra maintenance and car repair bills, which is more than $700 per driver, due to the state’s poorly maintained roads.

(e) Failing to act now to address this growing problem means that more drastic measures will be required to maintain our system in the future, essentially passing the burden on to future generations instead of doing our job today.

(f) A funding program will help address a portion of the maintenance backlog on the state’s road system and will stop the growth of the problem.

(g) Modestly increasing various fees can spread the cost of road repairs broadly to all users and beneficiaries of the road network without overburdening any one group.

(h) Improving the condition of the state’s road system will have a positive impact on the economy as it lowers the transportation costs of doing business, reduces congestion impacts for employees, and protects property values in the state.

(i) The federal government estimates that increased spending on infrastructure creates more than 13,000 jobs per $1 billion spent.

(j) Well-maintained roads benefit all users, not just drivers, as roads are used for all modes of transport, whether motor vehicles, transit, bicycles, or pedestrians.

(k) Well-maintained roads additionally provide significant health benefits and prevent injuries and death due to crashes caused by poorly maintained infrastructure.

(l) A comprehensive, reasonable transportation funding package will do all of the following:

(1) Ensure these transportation needs are addressed.

(2) Fairly distribute the economic impact of increased funding.

(3) Restore the gas tax rate previously reduced by the State Board of Equalization pursuant to the gas tax swap.

(4) Direct increased revenue to the state's highest transportation needs.

(m) This act presents a balance of new revenues and reasonable reforms to ensure efficiency, accountability, and performance from each dollar invested to improve California's transportation system. The revenues designated in this act are intended to address both state and local transportation infrastructure needs as follows:

(1) The revenues estimated to be available for allocation under the act to local agencies are estimated over the next 10 years to be as follows:

(A) Fifteen billion dollars ($15,000,000,000) to local street and road maintenance.

(B) Seven billion five hundred million dollars ($7,500,000,000) for transit operations and capital.

(C) Two billion dollars ($2,000,000,000) for the local partnership program.

(D) One billion dollars ($1,000,000,000) for the Active Transportation Program.

(E) Eight hundred twenty-five million dollars ($825,000,000) for the regional share of the State Transportation Improvement Program.

(F) Two hundred fifty million dollars ($250,000,000) for local planning grants.

(2) The revenues estimated to be available for allocation under the act to the state are estimated over the next 10 years to be as follows:

(A) Fifteen billion dollars ($15,000,000,000) for state highway maintenance and rehabilitation.

(B) Four billion dollars ($4,000,000,000) for highway bridge and culvert maintenance and rehabilitation.

(C) Three billion dollars ($3,000,000,000) for high priority freight corridors.

(D) Two billion five hundred million dollars ($2,500,000,000) for congested corridor relief.

(E) Eight hundred million dollars ($800,000,000) for parks programs, off-highway vehicle programs, boating programs, and agricultural programs.

(F) Two hundred seventy-five million dollars ($275,000,000) for the interregional share of the State Transportation Improvement Program.

(G) Two hundred fifty million dollars ($250,000,000) for freeway service patrols.

(H) Seventy million dollars ($70,000,000) for transportation research at the University of California and the California State University.

(n) It is the intent of the Legislature that the Department of Transportation meet the following preliminary performance outcomes for additional state highway investments by the end of 2027, in accordance with applicable state and federal standards:

(1) Not less than 98 percent of pavement on the state highway system in good or fair condition.

(2) Not less than 90 percent level of service achieved for maintenance of potholes, spalls, and cracks.

(3) Not less than 90 percent of culverts in good or fair condition.

(4) Not less than 90 percent of the transportation management system units in good condition.

(5) Fix not less than an additional 500 bridges.

(o) Further, it is the intent of the Legislature that the Department of Transportation leverage funding provided by this act for trade corridors and other highly congested travel corridors in order to obtain matching funds from federal and other sources to maximize improvements in the state's high-priority freight corridors and in the most congested commute corridors.

(p) Constitutionally protecting the funds raised by this act ensures that these funds are to be used only for transportation purposes necessary to repair roads and bridges, expand the economy, and protect natural

resources.

(q) This act advances greenhouse gas reduction objectives and other environmental goals by focusing on "fix-it-first" projects, investments in transit and active transportation, and supporting Senate Bill 375 (Chapter 728, Statutes of 2008) and transportation plans.

SEC. 2. This act shall be known, and may be cited as, the Road Repair and Accountability Act of 2017.

SEC. 3. Section 14033 is added to the Government Code, to read:

14033. On or before January 1, 2018, the department shall update the Highway Design Manual to incorporate the "complete streets" design concept.

SEC. 4. Section 14110 is added to the Government Code, to read:

14110. Consistent with federal and state laws and regulations, including, but not limited to, the department's goal setting methodology as approved by the Federal Highway Administration, the department shall develop a plan by January 1, 2020, to increase by up to 100 percent the dollar value of contracts and procurements awarded to small businesses, disadvantaged business enterprises, and disabled veteran business enterprises. The plan shall include the use of targeted media, including minority and women business enterprises, to outreach to these businesses and shall be provided to the Legislature pursuant to Section 9795.

SEC. 5. Chapter 5 (commencing with Section 14460) is added to Part 5 of Division 3 of Title 2 of the Government Code, to read:

CHAPTER 5. Department of Transportation independent Office of Audits and Investigations

14460. (a) There is hereby created in the department the Independent Office of Audits and Investigations to ensure all of the following:

(1) The department, and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department.

(2) The department's programs are functioning consistent with applicable accounting standards and practices and are administered effectively, efficiently, and economically.

(3) The department's management is accomplishing departmental priorities, developing an annual audit plan, administering an effective enterprise risk management program, and is making efficient, effective, and financially responsible transportation decisions.

(4) The Secretary of Transportation, the Legislature, the California Transportation Commission, and the director and chief deputy director of the department are fully informed concerning fraud, improper activities, or other serious abuses or deficiencies relating to the expenditure of transportation funds or administration of department programs and operations.

(b) The Governor shall appoint the director of the Audits and Investigations Office, who shall serve a six-year term, have the title of Inspector General, and be subject to Senate confirmation. The Inspector General may not be removed from office during that term, except for good cause. The reasons for removal of the Inspector General shall be stated in writing and shall include the basis for removal. The writing shall be sent to the Secretary of the Senate and the Chief Clerk of the Assembly at the time of the removal and shall be deemed to be a public document.

(c) The Inspector General is vested with the full authority to exercise all responsibility for maintaining a full scope, independent, and objective audit and investigation program as prescribed by Sections 1237, 13885, 13886.5, 13887.5, and 13888, including, but not limited to, those activities described in Section 14461.

(d) Notwithstanding Section 13887, in order to achieve independence and objectivity pursuant to this section, the Independent Office of Audits and Investigation shall meet all of the following requirements:

(1) The Inspector General shall report all audit and confidential investigation findings and recommendations made under his or her jurisdiction to the Secretary of Transportation and the director and chief deputy director of the department on an ongoing and current basis.

(2) The Inspector General shall report at least annually, or upon request, to the Governor, the Legislature, and the California Transportation Commission with a summary of his or her investigation and audit findings and recommendations. The summary shall be posted on the office's Internet Web site and shall otherwise be made available to the public upon its release to the Governor, commission, and Legislature. The summary shall include, but need not be limited to, significant problems discovered by the Inspector General and whether the Inspector General's recommendations relative to audits and investigations have been implemented by the affected units and programs of the department or affected external entities. The report shall be submitted to the Legislature in compliance with Section 9795.

14461. The Inspector General shall review policies, practices, and procedures and conduct audits and investigations of activities involving state transportation funds administered by the department in consultation with all affected units and programs of the department and external entities.

SEC. 6. Section 14526.5 of the Government Code is amended to read:

14526.5. (a) Based on the asset management plan prepared and approved pursuant to Section 14526.4, the department shall prepare a state highway operation and protection program for the expenditure of transportation funds for major capital improvements that are necessary to preserve and protect the state highway system. Projects included in the program shall be limited to improvements relative to the maintenance, safety, operation, and rehabilitation of state highways and bridges that do not add a new traffic lane to the system.

(b) The program shall include projects that are expected to be advertised prior to July 1 of the year following submission of the program, but which have not yet been funded. The program shall include those projects for which construction is to begin within four fiscal years, starting July 1 of the year following the year the program is submitted.

(c) (1) The department, at a minimum, shall specify, for each project in the state highway operation and protection program, the capital and support budget, as applicable, for each of the following project phases:

(A) Project approval and environmental documents, support only.

(B) Plans, specifications, and estimates, support only.

(C) Rights-of-way.

(D) Construction.

(2) The department shall specify, for each project in the state highway operation and protection program, a projected delivery date for each of the following components:

(A) Project approval and environmental document completion.

(B) Plans, specifications, and estimates completion.

(C) Right-of-way certification.

(D) Start of construction.

(d) The department shall submit its proposed program to the commission not later than January 31 of each even-numbered year. Prior to submitting its proposed program, the department shall make a draft of its proposed program available to transportation planning agencies for review and comment and shall include the comments in its submittal to the commission. The department shall provide the commission with detailed information for all programmed projects on cost, scope, schedule, and performance metrics as determined by the commission.

(e) The commission shall review the proposed program relative to its overall adequacy, consistency with the asset management plan prepared and approved pursuant to Section 14526.4 and funding priorities established in Section 167 of the Streets and Highways Code, the level of annual funding needed to implement the program, and the impact of those expenditures on the state transportation improvement program. The commission shall adopt the program and submit it to the Legislature and the Governor not later than April 1 of each even-numbered year. The commission may decline to adopt the program if the commission determines that the

program is not sufficiently consistent with the asset management plan prepared and approved pursuant to Section 14526.4.

(f) As part of the commission's review of the program required pursuant to subdivision (a), the commission shall hold at least one hearing in northern California and one hearing in southern California regarding the proposed program.

(g) On or after July 1, 2017, to provide sufficient and transparent oversight of the department's capital outlay support resources composed of both state staff and contractors, the commission shall be required to allocate the department's capital outlay support resources by project phase, including preconstruction. Through this action, the commission will provide public transparency for the department's budget estimates, increasing assurance that the annual budget forecast is reasonable. The commission shall develop guidelines, in consultation with the department, to implement this subdivision. Guidelines adopted by the commission to implement this subdivision shall be exempt from the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1).

(h) Beginning July 1, 2017, for a project that experiences increases in capital or support costs above the amounts in the commission's allocation pursuant to subdivision (g), the commission shall establish a threshold for requiring a supplemental project allocation. The commission's guidelines adopted pursuant to subdivision (g) shall also establish the threshold that the commission determines is necessary to ensure efficiency and may provide exceptions as necessary so that projects are not unnecessarily delayed.

(i) The department, for each project requiring a supplemental project allocation pursuant to subdivision (h), shall submit a request to the commission for its approval.

(j) Expenditures for these projects shall not be subject to Sections 188 and 188.8 of the Streets and Highways Code.

SEC. 7. Section 14526.7 is added to the Government Code, to read:

14526.7. (a) The department shall incorporate the performance targets in subdivision (n) of Section 1 of the act adding this section into the asset management plan adopted by the commission and targets adopted by the commission pursuant to Sections 14526.4 and 14526.5. The asset management plan shall also include targets adopted by the commission in consultation with the department for each asset class included in subdivision (n) of Section 1 of the act adding this section to measure the degree to which progress was made towards achieving the overall 2027 targets. Targets may be modified by the commission as needed to conform to federal regulation on performance measures and the completion of the department's asset management plan. Nothing in this section precludes the commission from adopting additional targets and performance measures pursuant to paragraph (1) of subdivision (c) of Section 14526.4.

(b) As specified by guidelines adopted by the commission, the department shall report to the commission on its progress toward meeting the targets and performance measures established for state highways pursuant to subdivision (n) of Section 1 of the act adding this section and paragraph (1) of subdivision (c) of Section 14526.4.

SEC. 8. Section 14556.41 is added to the Government Code, to read:

14556.41. As of June 30, 2017, projects in Section 14556.40 for the Traffic Congestion Relief Program shall be deemed complete and final, and funding levels shall be based on actual amounts requested by the designated lead applicant pursuant to Section 14556.12. Projects without approved applications in accordance with Section 14556.12 shall no longer be eligible for program funding. Traffic Congestion Relief Program savings shall be transferred to other transportation accounts for the purposes specified in Section 16321.

SEC. 9. Section 16321 is added to the Government Code, to read:

16321. The amount of outstanding loans made pursuant to Section 14556.8 is seven hundred six million dollars ($706,000,000). This amount shall be repaid from the General Fund pursuant to subdivision (c) of Section 20 of Article XVI of the California Constitution no later than June 30, 2020, and upon repayment of this amount all loans authorized pursuant to Section 14556.8 and any associated interest shall be deemed repaid. The loans shall be repaid proportionately and in equal installments over three years. The Department of Finance shall prepare a loan repayment schedule, pursuant to which the outstanding loans shall be repaid by June 30, 2020, as follows:

(a) Two hundred fifty-six million dollars ($256,000,000) for transfer to the Public Transportation Account, to be allocated as follows:

(1) Up to twenty million dollars ($20,000,000) to local and regional agencies for climate change adaptation planning.

(2) The remainder to the Transit and Intercity Rail Capital Program as authorized in Part 2 (commencing with Section 75220) of Division 44 of the Public Resources Code.

(b) Two hundred twenty-five million dollars ($225,000,000) for transfer to the State Highway Account, for the State Highway Operation and Protection Program.

(c) Two hundred twenty-five million dollars ($225,000,000) is hereby continuously appropriated without regard to fiscal year to the Controller for apportionment to cities and counties for local streets and roads pursuant to the formula in paragraph (3) of subdivision (a) of Section 2103 of the Streets and Highways Code.

SEC. 10. Section 63048.65 of the Government Code is repealed.

SEC. 11. Section 63048.65 is added to the Government Code, to read:

63048.65. (a) Prior to July 1, 2015, three hundred twenty-one million dollars ($321,000,000) of the one billion two hundred million dollars ($1,200,000,000) of loans from the Traffic Congestion Relief Fund to the General Fund was repaid using tribal gaming compact revenues. In 2016, an additional one hundred seventy-three million dollars ($173,000,000) was repaid from the General Fund.

(b) The remaining seven hundred six million dollars ($706,000,000) of loans from the Traffic Congestion Relief Fund to the General Fund shall be repaid pursuant to Section 14556.8.

SEC. 12. Section 63048.66 of the Government Code is repealed.

SEC. 13. Section 63048.67 of the Government Code is repealed.

SEC. 14. Section 63048.7 of the Government Code is repealed.

SEC. 15. Section 63048.75 of the Government Code is repealed.

SEC. 16. Section 63048.8 of the Government Code is repealed.

SEC. 17. Section 63048.85 of the Government Code is repealed.

SEC. 18. Section 43021 is added to the Health and Safety Code, to read:

43021. (a) Except as provided in subdivision (b), the retirement, replacement, retrofit, or repower of a self-propelled commercial motor vehicle, as defined in Section 34601 of the Vehicle Code, shall not be required until the later of the following:

(1) Thirteen years from the model year the engine and emission control system are first certified for use in self-propelled commercial motor vehicles by the state board or other applicable state and federal agencies.

(2) When the vehicle reaches the earlier of either 800,000 vehicle miles traveled or 18 years from the model year the engine and emission control system are first certified for use in self-propelled commercial motor vehicles by the state board or other applicable state and federal agencies.

(b) This section does not apply to any of the following:

(1) Safety programs, including, but not limited to, those adopted pursuant to Section 34501 of the Vehicle Code.

(2) Voluntary incentive and grant programs, including, but not limited to, those that give preferential access to a facility to a particular vehicle or class of vehicles.

(3) Programs designed to address inspection of, tampering with, and maintenance of, emission control systems.

(4) Programs designed to address imminent health risks where evidence, unavailable at the time equipment is certified for use by the state board or other applicable state and federal agencies, is sufficient to show that immediate corrective action is necessary to prevent injury, illness, or death.

(c) This section only applies to laws or regulations adopted or amended after January 1, 2017.

(d) It is the intent of the Legislature for this section to provide owners of self-propelled commercial motor vehicles, as defined in subdivision (a), certainty about the useful life of engines certified by the state board and other applicable agencies to meet required environmental standards for sale in the state. This section is not meant to otherwise restrict the authority of the state board or districts.

(e) (1) The state board shall, by January 1, 2025, evaluate the impact of the provisions of this section on state and local clean air efforts to meet state and local clean air goals. The evaluation shall include a review of the following:

(A) Compliance with the truck and bus rule (Section 2025 of Title 13 of the California Code of Regulations).

(B) The benefits and impacts of measures enacted to improve local air quality impacts from stationary sources.

(C) State implementation plan compliance.

(2) As part of the study, the state board shall make recommendations to the Legislature on additional or different mechanisms for achieving those goals while recognizing the financial investments made by the effected entities. In developing the study, the state board shall take into account the report required in Section 38531 of the Health and Safety Code.

(3) The state board shall hold at least one public workshop prior to the completion of the study.

SEC. 19. Section 99312.1 of the Public Utilities Code is amended to read:

99312.1. (a) Revenues transferred to the Public Transportation Account pursuant to Sections 6051.8 and 6201.8 of the Revenue and Taxation Code for the State Transit Assistance Program are hereby continuously appropriated to the Controller for allocation as follows:

(1) Fifty percent for allocation to transportation planning agencies, county transportation commissions, and the San Diego Metropolitan Transit Development Board pursuant to Section 99314.

(2) Fifty percent for allocation to transportation agencies, county transportation commissions, and the San Diego Metropolitan Transit Development Board for purposes of Section 99313.

(b) For purposes of this chapter, the revenues allocated pursuant to this section shall be subject to the same requirements as revenues allocated pursuant to subdivisions (b) and (c), as applicable, of Section 99312.

(c) The revenues transferred to the Public Transportation Account for the State Transit Assistance Program that are attributable to subdivision (a) of Section 11053 of the Revenue and Taxation Code are hereby continuously appropriated to the Controller, and, upon allocation pursuant to Sections 99313 and 99314, shall only be expended on the following:

(1) Transit capital projects or services to maintain or repair a transit operator’s existing transit vehicle fleet or existing transit facilities, including rehabilitation or modernization of existing vehicles or facilities.

(2) The design, acquisition, and construction of new vehicles or facilities that improve existing transit services.

(3) Transit services that complement local efforts for repair and improvement of local transportation infrastructure.

(d) (1) Prior to receiving an apportionment of funds pursuant to subdivision (c) from the Controller in a fiscal year, a recipient transit agency shall submit to the Department of Transportation a list of projects proposed to be funded with these funds. The list of projects proposed to be funded with these funds shall include a description and location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement. The project list shall not limit the flexibility of a recipient transit agency to fund projects in accordance with local needs and priorities so long as the projects are consistent with subdivision (c).

(2) The department shall report to the Controller the recipient transit agencies that have submitted a list of projects as described in this subdivision and that are therefore eligible to receive an apportionment of funds for the applicable fiscal year. The Controller, upon receipt of the report, shall apportion funds pursuant to Sections 99313 and 99314.

(e) For each fiscal year, each recipient transit agency receiving an apportionment of funds pursuant to subdivision (c) shall, upon expending those funds, submit documentation to the department that includes a description and location of each completed project, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement.

(f) The audit of transit operator finances required pursuant to Section 99245 shall verify that the revenues identified in subdivision (c) have been expended in conformance with these specific requirements and all other generally applicable requirements.

SEC. 20. Section 99312.3 is added to the Public Utilities Code, to read:

99312.3. Revenues transferred to the Public Transportation Account pursuant to paragraph (2) of subdivision (c) of Section 6051.8 and paragraph (2) of subdivision (c) of Section 6201.8 of the Revenue and Taxation Code are hereby continuously appropriated to the Transportation Agency for distribution in the following manner:

(a) (1) Fifty percent of available annual revenues under this section shall be allocated by the Transportation Agency to the public agencies, including joint powers agencies, responsible for state-supported intercity rail services. A minimum of 25 percent of the funds available under this subdivision shall be allocated to each of the state's three intercity rail corridors that provide regularly scheduled intercity rail service.

(2) The Transportation Agency shall adopt guidelines governing the administration of the funds available under this subdivision, including provisions providing authority for loans of these funds by mutual agreement between intercity rail service corridors.

(b) (1) Fifty percent of available annual revenues under this section shall be allocated by the Transportation Agency to the public agencies, including joint powers agencies, responsible for commuter rail services. For the 2018–19 and 2019–20 fiscal years, 20 percent of the funds available under this subdivision shall be allocated to each of the state's five commuter rail service providers that provide regularly scheduled commuter rail service. Commencing July 1, 2020, the funds available under this subdivision shall be allocated based on guidelines and a distribution formula adopted by the Transportation Agency.

(2) On or before July 1, 2019, the Transportation Agency shall prepare a draft of the proposed guidelines and distribution formula and make them available for public comment. In preparing the proposed guidelines and distribution formula, the agency shall consult with the state's five commuter rail service providers. The final guidelines and distribution formula shall be adopted on or before January 1, 2020. The guidelines shall include, but need not be limited to, provisions providing authority for loans of these funds by mutual agreement between commuter rail service providers and providing for baseline allocations to each provider.

(c) The funds made available by this section may be used for operations and capital improvements.

SEC. 21. Section 99312.4 is added to the Public Utilities Code, to read:

99312.4. Revenues transferred to the Public Transportation Account pursuant to subdivision (a) of Section 11053 of the Revenue and Taxation Code for the Transit and Intercity Rail Capital Program (Part 2 (commencing with Section 75220) of Division 44 of the Public Resources Code) shall be available for appropriation to that program pursuant to the annual Budget Act.

SEC. 22. Section 99314.9 is added to the Public Utilities Code, to read:

99314.9. The Controller shall compute quarterly proposed allocations for State Transit Assistance Program funds available for allocation pursuant to Sections 99313 and 99314. The Controller shall publish the allocations for each eligible recipient agency, including one list applicable to revenues allocated pursuant to subdivision (c) of Section 99312.1 and another list for revenues allocated from all other revenues in the Public Transportation Account that are designated for the State Transit Assistance Program.

SEC. 23. Section 6051.8 of the Revenue and Taxation Code is amended to read:

6051.8. (a) Except as provided by Section 6357.3, in addition to the taxes imposed by this part, for the privilege of selling tangible personal property at retail a tax is hereby imposed upon all retailers at the rate of 1.75 percent of the gross receipts of any retailer from the sale of all diesel fuel, as defined in Section 60022.

(b) Except as provided by Section 6357.3, in addition to the taxes imposed by this part and by subdivision (a), commencing November 1, 2017, for the privilege of selling tangible personal property at retail a tax is hereby

imposed upon all retailers at the rate of 4 percent of the gross receipts of any retailer from the sale of all diesel fuel, as defined in Section 60022, sold at retail in this state.

(c) (1) Notwithstanding subdivision (b) of Section 7102, except as otherwise provided in paragraph (2), all of the revenues, less refunds, collected pursuant to this section shall be estimated by the State Board of Equalization, with the concurrence of the Department of Finance, and transferred quarterly to the Public Transportation Account in the State Transportation Fund for allocation under the State Transit Assistance Program pursuant to Section 99312.1 of the Public Utilities Code.

(2) The revenues, less refunds, attributable to a rate of 0.5 percent of the 4-percent increase in the rate pursuant to subdivision (b), amounting to one-eighth of revenues from the increase in the rate under that subdivision, shall be estimated by the State Board of Equalization, with the concurrence of the Department of Finance, and transferred quarterly to the Public Transportation Account in the State Transportation Fund for allocation by the Transportation Agency to intercity rail and commuter rail purposes pursuant to Section 99312.3 of the Public Utilities Code.

SEC. 24. Section 6201.8 of the Revenue and Taxation Code is amended to read:

6201.8. (a) Except as provided by Section 6357.3, in addition to the taxes imposed by this part, an excise tax is hereby imposed on the storage, use, or other consumption in this state of diesel fuel, as defined in Section 60022, at the rate of 1.75 percent of the sales price of the diesel fuel.

(b) Except as provided by Section 6357.3, in addition to the taxes imposed by this part and by subdivision (a), commencing November 1, 2017, an excise tax is hereby imposed on the storage, use, or other consumption in this state of diesel fuel, as defined in Section 60022, at the rate of 4 percent of the sales price of the diesel fuel.

(c) (1) Notwithstanding subdivision (b) of Section 7102, except as otherwise provided in paragraph (2), all of the revenues, less refunds, collected pursuant to this section shall be estimated by the State Board of Equalization, with the concurrence of the Department of Finance, and transferred quarterly to the Public Transportation Account in the State Transportation Fund for allocation pursuant to Section 99312.1 of the Public Utilities Code.

(2) The revenues, less refunds, attributable to a rate of 0.5 percent of the 4-percent increase in the rate pursuant to subdivision (b), amounting to one-eighth of revenues from the increase in the rate under that subdivision, shall be estimated by the State Board of Equalization, with the concurrence of the Department of Finance, and transferred quarterly to the Public Transportation Account in the State Transportation Fund for allocation by the Transportation Agency to intercity rail and commuter rail purposes pursuant to Section 99312.3 of the Public Utilities Code.

SEC. 25. Section 7360 of the Revenue and Taxation Code is amended to read:

7360. (a) (1) A tax of eighteen cents ($0.18) is hereby imposed upon each gallon of fuel subject to the tax in Sections 7362, 7363, and 7364.

(2) If the federal fuel tax is reduced below the rate of nine cents ($0.09) per gallon and federal financial allocations to this state for highway and exclusive public mass transit guideway purposes are reduced or eliminated correspondingly, the tax rate imposed by paragraph (1), on and after the date of the reduction, shall be recalculated by an amount so that the combined state rate under paragraph (1) and the federal tax rate per gallon equal twenty-seven cents ($0.27).

(3) If any person or entity is exempt or partially exempt from the federal fuel tax at the time of a reduction, the person or entity shall continue to be so exempt under this section.

(b) (1) On and after July 1, 2010, in addition to the tax imposed by subdivision (a), a tax is hereby imposed upon each gallon of motor vehicle fuel, other than aviation gasoline, subject to the tax in Sections 7362, 7363, and 7364 in an amount equal to seventeen and three-tenths cents ($0.173) per gallon.

(2) For the 2011–12 fiscal year and each fiscal year thereafter, the board shall, on or before March 1 of the fiscal year immediately preceding the applicable fiscal year, adjust the rate in paragraph (1) in that manner as to generate an amount of revenue that will equal the amount of revenue loss attributable to the exemption provided by Section 6357.7, based on estimates made by the board, and that rate shall be effective during the state's next fiscal year.

(3) In order to maintain revenue neutrality for each year, beginning with the rate adjustment on or before March 1, 2012, the adjustment under paragraph (2) shall also take into account the extent to which the actual

amount of revenues derived pursuant to this subdivision and, as applicable, Section 7361.1, the revenue loss attributable to the exemption provided by Section 6357.7 resulted in a net revenue gain or loss for the fiscal year ending prior to the rate adjustment date on or before March 1.

(4) The intent of paragraphs (2) and (3) is to ensure that the act adding this subdivision and Section 6357.7 does not produce a net revenue gain in state taxes.

(5) Commencing July 1, 2019, the adjustments in paragraphs (2) and (3) shall cease, and the rate imposed by this subdivision shall be the rate in paragraph (1).

(c) On and after November 1, 2017, in addition to the taxes imposed by subdivisions (a) and (b), a tax is hereby imposed upon each gallon of motor vehicle fuel, other than aviation gasoline, subject to the tax in Sections 7362, 7363, and 7364, in an amount equal to twelve cents ($0.12) per gallon.

(d) On July 1, 2020, and every July 1 thereafter, the board shall adjust the taxes imposed by subdivisions (a), (b), and (c), with the adjustment to apply to both to the base tax rates specified in those provisions and to any previous adjustment in rates made pursuant to this subdivision, by increasing the taxes by a percentage amount equal to the increase in the California Consumer Price Index, as calculated by the Department of Finance with the resulting taxes rounded to the nearest one-tenth of one cent ($0.01). The first adjustment pursuant to this subdivision shall be a percentage amount equal to the increase in the California Consumer Price Index from November 1, 2017, to November 1, 2019. Subsequent annual adjustments shall cover subsequent 12 month periods. The incremental change shall be added to the associated rate for that year.

(e) Any increases to the taxes imposed under subdivisions (a), (b), and (c) that are enacted by legislation subsequent to July 1, 2017, shall be deemed to be changes to the base tax rates for purposes of the California Consumer Price Index calculation and adjustment performed pursuant to subdivision (d).

SEC. 26. Section 7361.2 is added to the Revenue and Taxation Code, to read:

7361.2. (a) For the privilege of storing, for the purpose of sale, each supplier, wholesaler, and retailer owning 1,000 or more gallons of tax-paid motor vehicle fuel on November 1, 2017, shall pay a storage tax, the rate of which shall be determined by the board pursuant to the difference in the rate of the tax on motor vehicle fuel in effect on October 31, 2017, and the rate in effect on November 1, 2017, on tax-paid motor vehicle fuel in storage according to the volumetric measure thereof.

(b) For purposes of this section:

(1) "Owning" means having title to the motor vehicle fuel.

(2) "Retailer" means any person who sells motor vehicle fuel in this state to a person who subsequently uses the motor vehicle fuel.

(3) "Storing" includes the ownership or possession of tax-paid motor vehicle fuel outside of the bulk transfer/terminal system, including the holding of tax-paid motor vehicle fuel for sale at wholesale or retail locations stored in a container of any kind, including railroad tank cars and trucks or trailer cargo tanks. "Storing" also includes tax-paid motor vehicle fuel purchased from and invoiced by the seller, and tax-paid motor vehicle fuel removed from a terminal or entered into by a supplier, prior to the date specified in subdivision (a) and in transit on that date.

(4) "Wholesaler" means any person who sells diesel fuel in this state for resale to a retailer or to a person who is not a retailer and subsequently uses the motor vehicle fuel.

SEC. 27. Section 7653.2 is added to the Revenue and Taxation Code, to read:

7653.2. On or before January 1, 2018, each person subject to the storage tax imposed under Section 7361.2 shall prepare and file with the board, in a form prescribed by the board, a return showing the total number of gallons of tax-paid motor vehicle fuel owned by the person on November 1, 2017, the amount of the storage tax, and any other information that the board deems necessary for the proper administration of this part. The return shall be accompanied by a remittance payable to the board in the amount of tax due.

SEC. 28. Section 8352.4 of the Revenue and Taxation Code is amended to read:

8352.4. (a) Subject to Sections 8352 and 8352.1, and except as otherwise provided in subdivision (b), there shall be transferred from the money deposited to the credit of the Motor Vehicle Fuel Account to the Harbors and

Watercraft Revolving Fund, for expenditure in accordance with Division 1 (commencing with Section 30) of the Harbors and Navigation Code, the sum of six million six hundred thousand dollars ($6,600,000) per annum, representing the amount of money in the Motor Vehicle Fuel Account attributable to taxes imposed on distributions of motor vehicle fuel used or usable in propelling vessels. The actual amount shall be calculated using the annual reports of registered boats prepared by the Department of Motor Vehicles for the United States Coast Guard and the formula and method of the December 1972 report prepared for this purpose and submitted to the Legislature on December 26, 1972, by the Director of Transportation. If the amount transferred during each fiscal year is in excess of the calculated amount, the excess shall be retransferred from the Harbors and Watercraft Revolving Fund to the Motor Vehicle Fuel Account. If the amount transferred is less than the amount calculated, the difference shall be transferred from the Motor Vehicle Fuel Account to the Harbors and Watercraft Revolving Fund. No adjustment shall be made if the computed difference is less than fifty thousand dollars ($50,000), and the amount shall be adjusted to reflect any temporary or permanent increase or decrease that may be made in the rate under the Motor Vehicle Fuel Tax Law. Payments pursuant to this section shall be made prior to payments pursuant to Section 8352.2.

(b) (1) Commencing July 1, 2012, the revenues attributable to the taxes imposed pursuant to subdivision (b) of Section 7360 and otherwise to be deposited in the Harbors and Watercraft Revolving Fund pursuant to subdivision (a) shall instead be transferred to the General Fund.

(2) Commencing November 1, 2017, the revenues attributable to the taxes imposed pursuant to subdivision (c) of Section 7360, any adjustment pursuant to subdivision (d) of Section 7360, and Section 7361.2, and otherwise to be deposited in the Harbors and Watercraft Revolving Fund pursuant to subdivision (a), shall instead be transferred to the State Parks and Recreation Fund to be used for state parks, off-highway vehicle programs, or boating programs.

SEC. 29. Section 8352.5 of the Revenue and Taxation Code is amended to read:

8352.5. (a) (1) Subject to Sections 8352 and 8352.1, and except as otherwise provided in paragraph (1) of subdivision (b), there shall be transferred from the money deposited to the credit of the Motor Vehicle Fuel Account to the Department of Food and Agriculture Fund, during the second quarter of each fiscal year, an amount equal to the estimate contained in the most recent report prepared pursuant to this section.

(2) The amounts are not subject to Section 6357 with respect to the collection of sales and use taxes thereon, and represent the portion of receipts in the Motor Vehicle Fuel Account during a calendar year that were attributable to agricultural off-highway use of motor vehicle fuel which is subject to refund pursuant to Section 8101, less gross refunds allowed by the Controller during the fiscal year ending June 30 following the calendar year to persons entitled to refunds for agricultural off-highway use pursuant to Section 8101. Payments pursuant to this section shall be made prior to payments pursuant to Section 8352.2.

(b) (1) Commencing July 1, 2012, the revenues attributable to the taxes imposed pursuant to subdivision (b) of Section 7360 and otherwise to be deposited in the Department of Food and Agriculture Fund pursuant to subdivision (a) shall instead be transferred to the General Fund.

(2) Commencing November 1, 2017, the revenues attributable to the taxes imposed pursuant to subdivision (c) of Section 7360, as adjusted pursuant to subdivision (d) of Section 7360, and Section 7361.2 shall be deposited in the Department of Food and Agriculture Fund.

(c) On or before September 30, 2012, and on or before September 30 of each even-numbered year thereafter, the Director of Transportation and the Director of Food and Agriculture shall jointly prepare, or cause to be prepared, a report setting forth the current estimate of the amount of money in the Motor Vehicle Fuel Account attributable to agricultural off-highway use of motor vehicle fuel, which is subject to refund pursuant to Section 8101 less gross refunds allowed by the Controller to persons entitled to refunds for agricultural off-highway use pursuant to Section 8101; and they shall submit a copy of the report to the Legislature.

SEC. 30. Section 8352.6 of the Revenue and Taxation Code is amended to read:

8352.6. (a) (1) Subject to Section 8352.1, and except as otherwise provided in paragraphs (2) and (3), on the first day of every month, there shall be transferred from moneys deposited to the credit of the Motor Vehicle Fuel Account to the Off-Highway Vehicle Trust Fund created by Section 38225 of the Vehicle Code an amount attributable to taxes imposed upon distributions of motor vehicle fuel used in the operation of motor vehicles off highway and for which a refund has not been claimed. Transfers made pursuant to this section shall be made prior to transfers pursuant to Section 8352.2.

(2) (A) Commencing July 1, 2012, the revenues attributable to the taxes imposed pursuant to subdivision (b) of Section 7360 and otherwise to be deposited in the Off-Highway Vehicle Trust Fund pursuant to paragraph (1) shall instead be transferred to the General Fund.

(B) Commencing November 1, 2017, the revenues attributable to the taxes imposed pursuant to subdivision (c) of Section 7360, any adjustment pursuant to subdivision (d) of Section 7360, and Section 7361.2, and otherwise to be deposited in the Off-Highway Vehicle Trust Fund pursuant to subdivision (a), shall instead be transferred to the State Parks and Recreation Fund to be used for state parks, off-highway vehicle programs, or boating programs.

(3) The Controller shall withhold eight hundred thirty-three thousand dollars ($833,000) from the monthly transfer to the Off-Highway Vehicle Trust Fund pursuant to paragraph (1), and transfer that amount to the General Fund.

(b) The amount transferred to the Off-Highway Vehicle Trust Fund pursuant to paragraph (1) of subdivision (a), as a percentage of the Motor Vehicle Fuel Account, shall be equal to the percentage transferred in the 2006–07 fiscal year. Every five years, starting in the 2013–14 fiscal year, the percentage transferred may be adjusted by the Department of Transportation in cooperation with the Department of Parks and Recreation and the Department of Motor Vehicles. Adjustments shall be based on, but not limited to, the changes in the following factors since the 2006–07 fiscal year or the last adjustment, whichever is more recent:

(1) The number of vehicles registered as off-highway motor vehicles as required by Division 16.5 (commencing with Section 38000) of the Vehicle Code.

(2) The number of registered street-legal vehicles that are anticipated to be used off highway, including four-wheel drive vehicles, all-wheel drive vehicles, and dual-sport motorcycles.

(3) Attendance at the state vehicular recreation areas.

(4) Off-highway recreation use on federal lands as indicated by the United States Forest Service's National Visitor Use Monitoring and the United States Bureau of Land Management's Recreation Management Information System.

(c) It is the intent of the Legislature that transfers from the Motor Vehicle Fuel Account to the Off-Highway Vehicle Trust Fund should reflect the full range of motorized vehicle use off highway for both motorized recreation and motorized off-road access to other recreation opportunities. Therefore, the Legislature finds that the fuel tax baseline established in subdivision (b), attributable to off-highway estimates of use as of the 2006–07 fiscal year, accounts for the three categories of vehicles that have been found over the years to be users of fuel for off-highway motorized recreation or motorized access to nonmotorized recreational pursuits. These three categories are registered off-highway motorized vehicles, registered street-legal motorized vehicles used off highway, and unregistered off-highway motorized vehicles.

(d) It is the intent of the Legislature that the off-highway motor vehicle recreational use to be determined by the Department of Transportation pursuant to paragraph (2) of subdivision (b) be that usage by vehicles subject to registration under Division 3 (commencing with Section 4000) of the Vehicle Code, for recreation or the pursuit of recreation on surfaces where the use of vehicles registered under Division 16.5 (commencing with Section 38000) of the Vehicle Code may occur.

(e) In the 2014–15 fiscal year, the Department of Transportation, in consultation with the Department of Parks and Recreation and the Department of Motor Vehicles, shall undertake a study to determine the appropriate adjustment to the amount transferred pursuant to subdivision (b) and to update the estimate of the amount attributable to taxes imposed upon distributions of motor vehicle fuel used in the operation of motor vehicles off highway and for which a refund has not been claimed. The department shall provide a copy of this study to the Legislature no later than January 1, 2016.

SEC. 31. Chapter 6 (commencing with Section 11050) is added to Part 5 of Division 2 of the Revenue and Taxation Code, to read:

CHAPTER 6. Transportation Improvement Fee

11050. For purposes of this chapter, the following terms have the following meanings:

(a) "Transportation purposes" means both of the following:

(1) The research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for nonmotorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for the foregoing purposes, and the administrative costs necessarily incurred in the foregoing purposes.

(2) The research, planning, construction, improvement, maintenance, and operation of public transportation systems (and their related equipment and fixed facilities), including the mitigation of their environmental effects, the payment for property taken or damaged for the foregoing purposes, and the administrative costs necessarily incurred in the foregoing purposes.

(b) "Transportation improvement fee" means a supplemental charge added to the fee imposed pursuant to Chapter 2 (commencing with Section 10751).

(c) "Vehicle" means every vehicle that is subject to the fee in Chapter 2 (commencing with Section 10751), except the following:

(1) A commercial vehicle with an unladen weight of more than 10,000 pounds.

(2) A vehicle exempted pursuant to the Vehicle Code from the payment of registration fees.

(3) A vehicle for which a certificate of nonoperation has been filed with the Department of Motor Vehicles pursuant to Section 4604 of the Vehicle Code, during the period of time covered by the certificate.

(4) A vehicle described in Section 5004 of the Vehicle Code.

11051. (a) In addition to any other fee imposed on a vehicle by this code or the Vehicle Code, a transportation improvement fee is hereby imposed on each vehicle as defined in subdivision (b) of Section 11050 effective on January 1, 2018, or as soon after that date as the department is able to commence collection of the fee. The transportation improvement fee shall be in the amounts specified in Section 11052.

(b) The department shall collect the fee at the same time and in the same manner as the department collects the vehicle registration fee pursuant to Section 9250 of the Vehicle Code.

(c) The fee imposed pursuant to this chapter is imposed for the privilege of a resident of California to operate upon the public highways a vehicle or trailer coach, the registrant of which is subject to the fee under Chapter 2 (commencing with Section 10751).

(d) The revenues from the transportation improvement fee imposed by this chapter shall be available for expenditure only on transportation purposes as provided in Section 11053.

11052. (a) The annual amount of the transportation improvement fee shall be based on the market value of the vehicle, as determined by the department pursuant to Sections 10753, 10753.2, and 10753.5, using the following schedule:

(1) Vehicles with a vehicle market value range between zero dollars ($0) and four thousand nine hundred ninety-nine dollars ($4,999), a fee of twenty-five dollars ($25).

(2) Vehicles with a vehicle market value range between five thousand dollars ($5,000) and twenty-four thousand nine hundred ninety-nine dollars ($24,999), a fee of fifty dollars ($50).

(3) Vehicles with a vehicle market value range between twenty-five thousand dollars ($25,000) and thirty-four thousand nine hundred ninety-nine dollars ($34,999), a fee of one hundred dollars ($100).

(4) Vehicles with a vehicle market value range between thirty-five thousand dollars ($35,000) and fifty-nine thousand nine hundred ninety-nine dollars ($59,999), a fee of one hundred fifty dollars ($150).

(5) Vehicles with a vehicle market value range of sixty thousand dollars ($60,000) and higher, a fee of one hundred seventy-five dollars ($175).

(b) On January 1, 2020, and every January 1 thereafter, the department shall adjust the transportation improvement fee imposed under subdivision (a) by increasing the fee for each vehicle market range in an amount equal to the increase in the California Consumer Price Index for the prior year, except the first adjustment shall cover the prior two years, as calculated by the Department of Finance, with amounts equal to or greater than fifty cents ($0.50) rounded to the highest whole dollar. The incremental change shall be added to the associated fee rate for that year.

(c) Any changes to the transportation improvement fee imposed in subdivision (a) that are enacted by the Legislature subsequent to January 1, 2018, shall be deemed to be changes to the base fee for purposes of the California Consumer Price Index calculation and adjustment performed pursuant to subdivision (b).

11053. Revenues from the transportation improvement fee, after deduction of the department's administrative costs related to this chapter, shall be transferred by the department to the Controller for deposit as follows:

(a) Commencing with the 2017–18 fiscal year, three hundred fifty million dollars ($350,000,000), plus an annual increase for inflation as determined in subdivision (b) of Section 11052 for this proportional share, shall annually be deposited into the Public Transportation Account. The Controller shall, each month, set aside one-twelfth of this amount, to accumulate a total of three hundred fifty million dollars ($350,000,000) in each fiscal year or the appropriate adjusted amount. For each fiscal year commencing with the 2017–18 fiscal year, the annual Budget Act shall include an appropriation for 70 percent of these revenues to be allocated to the Transit and Intercity Rail Capital Program (Part 2 (commencing with Section 75220) of Division 44 of the Public Resources Code), pursuant to Section 99312.4 of the Public Utilities Code. The remaining 30 percent of these revenues shall be continuously appropriated to the Controller for allocation under the State Transit Assistance program, pursuant to subdivision (c) of Section 99312.1 of the Public Utilities Code.

(b) Commencing with the 2017–18 fiscal year, two hundred fifty million dollars ($250,000,000) shall annually be deposited into the State Highway Account for appropriation by the annual Budget Act to the Congested Corridor Program created pursuant to Section 2391 of the Streets and Highways Code. The Controller shall, each month, set aside one-twelfth of this amount, to accumulate a total of two hundred fifty million dollars ($250,000,000) in each fiscal year.

(c) The remaining revenues after the transfers made in subdivisions (a) and (b) shall be deposited into the Road Maintenance and Rehabilitation Account created pursuant to Section 2031 of the Streets and Highway Code.

SEC. 32. Section 60050 of the Revenue and Taxation Code is amended to read:

60050. (a) (1) A tax of sixteen cents ($0.16) is hereby imposed upon each gallon of diesel fuel subject to the tax in Sections 60051, 60052, and 60058.

(2) If the federal fuel tax is reduced below the rate of fifteen cents ($0.15) per gallon and federal financial allocations to this state for highway and exclusive public mass transit guideway purposes are reduced or eliminated correspondingly, the tax rate imposed by paragraph (1) shall be increased by an amount so that the combined state rate under paragraph (1) and the federal tax rate per gallon equal what it would have been in the absence of the federal reduction.

(3) If any person or entity is exempt or partially exempt from the federal fuel tax at the time of a reduction, the person or entity shall continue to be exempt under this section.

(b) On and after November 1, 2017, in addition to the tax imposed pursuant to subdivision (a), an additional tax of twenty cents ($0.20) is hereby imposed upon each gallon of diesel fuel subject to the tax in Sections 60051, 60052, and 60058.

(c) On July 1, 2020, and every July 1 thereafter, the State Board of Equalization shall adjust the taxes imposed by subdivisions (a), and (b), with the adjustment to apply to both to the base tax rates specified in those provisions and to any previous adjustment in rates made pursuant to this subdivision, by increasing the taxes by a percentage amount equal to the increase in the California Consumer Price Index, as calculated by the Department of Finance with the resulting taxes rounded to the nearest one-tenth of one cent ($0.01). The first adjustment pursuant to this subdivision shall be a percentage amount equal to the increase in the California Consumer Price Index from November 1, 2017, to November 1, 2019. Subsequent annual adjustments shall cover subsequent 12 month periods. The incremental change shall be added to the associated rate for that year.

(d) Any changes to the taxes imposed under this section that are enacted by legislation subsequent to July 1, 2017, shall be deemed to be changes to the base tax rates for purposes of the California Consumer Price Index calculation and adjustment performed pursuant to paragraph (1).

SEC. 33. Section 60050.2 is added to the Revenue and Taxation Code, to read:

60050.2. (a) For the privilege of storing, for the purpose of sale, each supplier, wholesaler, and retailer owning 1,000 or more gallons of tax-paid diesel fuel on November 1, 2017, shall pay a storage tax of twenty cents ($0.20) per gallon of tax-paid diesel fuel in storage according to the volumetric measure thereof.

(b) For purposes of this section:

(1) "Owning" means having title to the diesel fuel.

(2) "Retailer" means any person who sells diesel fuel in this state to a person who subsequently uses the diesel fuel.

(3) "Storing" includes the ownership or possession of tax-paid diesel fuel outside of the bulk transfer/terminal system, including the holding of tax-paid diesel fuel for sale at wholesale or retail locations stored in a container of any kind, including railroad tank cars and trucks or trailer cargo tanks. "Storing" also includes tax-paid diesel fuel purchased from and invoiced by the seller, and tax-paid diesel fuel removed from a terminal or entered into by a supplier, prior to the date specified in subdivision (a) and in transit on that date.

(4) "Wholesaler" means any person who sells diesel fuel in this state for resale to a retailer or to a person who is not a retailer and subsequently uses the diesel fuel.

SEC. 34. Section 60201.4 is added to the Revenue and Taxation Code, to read:

60201.4. On or before January 1, 2018, each person subject to the storage tax imposed under Section 60050.2 shall prepare and file with the board, in a form prescribed by the board, a return showing the total number of gallons of tax-paid diesel fuel owned by the person on November 1, 2017, the amount of the storage tax, and any other information that the board deems necessary for the proper administration of this part. The return shall be accompanied by a remittance payable to the board in the amount of tax due.

SEC. 35. Article 2.5 (commencing with Section 800) is added to Chapter 4 of Division 1 of the Streets and Highways Code, to read:

Article 2.5. Advance Mitigation Program

800. (a) The Advance Mitigation Program is hereby created to enhance communications between the department and stakeholders to protect natural resources through project mitigation, to meet or exceed applicable environmental requirements, to accelerate project delivery, and to fully mitigate environmental impacts from transportation infrastructure projects. The department shall consult on all activities pursuant to this article with the Department of Fish and Wildlife, including activities pursuant to Chapter 9 (commencing with Section 1850) of Division 2 of the Fish and Game Code.

(b) Commencing with the 2017–18 fiscal year, and for a period of four years, the department shall set aside no less than thirty million dollars ($30,000,000) annually for the Advance Mitigation Program from the annual appropriations for the State Transportation Improvement Program and the State Highway Operation and Protection Program for the planning and implementation of projects in the Advanced Mitigation Program.

(c) The annual Budget Act and subsequent legislation may establish additional provisions and requirements for the program.

SEC. 36. Chapter 2 (commencing with Section 2030) is added to Division 3 of the Streets and Highways Code, to read:

CHAPTER 2. Road Maintenance and Rehabilitation Program

2030. (a) The Road Maintenance and Rehabilitation Program is hereby created to address deferred maintenance on the state highway system and the local street and road system. Funds made available by the program shall be prioritized for expenditure on basic road maintenance and road rehabilitation projects, and on critical safety projects.

(b) (1) Funds made available by the program shall be used for projects that include, but are not limited to, the following:

(A) Road maintenance and rehabilitation.

(B) Safety projects.

(C) Railroad grade separations.

(D) Complete street components, including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other

allowable project.

(E) Traffic control devices.

(2) Funds made available by the program may also be used to satisfy a match requirement in order to obtain state or federal funds for projects authorized by this subdivision.

(c) To the extent possible and cost effective, and where feasible, the department and cities and counties receiving funds under the program shall use advanced technologies and material recycling techniques that reduce the cost of maintaining and rehabilitating the streets and highways, and that exhibit reduced levels of greenhouse gas emissions through material choice and construction method.

(d) To the extent possible and cost effective, and where feasible, the department and cities and counties receiving funds under the program shall use advanced technologies and communications systems in transportation infrastructure that recognize and accommodate advanced automotive technologies that may include, but are not necessarily limited to, charging or fueling opportunities for zero-emission vehicles, and provision of infrastructure-to-vehicle communications for transitional or full autonomous vehicle systems.

(e) To the extent deemed cost effective, and where feasible, in the context of both the project scope and the risk level for the asset due to global climate change, the department and cities and counties receiving funds under the program shall include features in the projects funded by the program to better adapt the asset to withstand the negative effects of climate change and make the asset more resilient to impacts such as fires, floods, and sea level rise.

(f) To the extent beneficial, cost effective, and practicable in the context of facility type, right-of-way, project scope, and quality of nearby alternative facilities, and where feasible, the department and cities and counties receiving funds under the program shall incorporate complete street elements into projects funded by the program, including, but not limited to, elements that improve the quality of bicycle and pedestrian facilities and that improve safety for all users of transportation facilities.

(g) For purposes of funds directed to the State Highway Operation and Protection Program, the guidelines and reporting provisions shall be consistent with Section 14526.5 of the Government Code.

(h) Guidelines adopted by the commission to facilitate the allocation of funds in the account shall be exempt from the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

2031. The following revenues shall be deposited in the Road Maintenance and Rehabilitation Account, which is hereby created in the State Transportation Fund:

(a) Notwithstanding subdivision (b) of Section 2103 and pursuant to subdivision (a) of Section 2103.1, the portion of the revenues in the Highway Users Tax Account attributable to the increases in the motor vehicle fuel excise tax pursuant to subdivision (c) of Section 7360 of the Revenue and Taxation Code, as adjusted pursuant to subdivision (d) of that section.

(b) The revenues from the portion of the transportation improvement fee pursuant to subdivision (c) of Section 11053 of the Revenue and Taxation Code.

(c) The revenues from the increase in the vehicle registration fee pursuant to Section 9250.6 of the Vehicle Code, as adjusted pursuant to subdivision (b) of that section.

(d) Notwithstanding subdivision (b) of Section 2103 and pursuant to paragraph (2) of subdivision (b) of Section 2103.1, one-half of the revenues attributable to the increase in the diesel fuel excise tax pursuant to subdivisions (b) and (c) of Section 60050 of the Revenue and Taxation Code.

(e) Any other revenues designated for the program.

2031.5. For each fiscal year, the annual Budget Act shall contain an appropriation from the Road Maintenance and Rehabilitation Account for the costs of administering this chapter.

2032. (a) (1) After deducting the amounts appropriated in the annual Budget Act, as provided in Section 2031.5, two hundred million dollars ($200,000,000) of the remaining revenues deposited in the Road Maintenance and Rehabilitation Account shall be set aside annually for counties that have sought and received voter approval of taxes or that have imposed fees, including uniform developer fees as defined by subdivision (b) of Section

8879.67 of the Government Code, which taxes or fees are dedicated solely to transportation improvements. The Controller shall each month set aside one-twelfth of this amount, to accumulate a total of two hundred million dollars ($200,000,000) in each fiscal year.

(2) Eligible projects under this subdivision shall include, but not are limited to, sound walls for a freeway that was built prior to 1987 without sound walls and with or without high occupancy vehicle lanes if the completion of the sound walls has been deferred due to lack of available funding for at least 20 years and a noise barrier scope summary report has been completed within the last 20 years.

(3) Notwithstanding Section 13340 of the Government Code, the funds available under this subdivision in each fiscal year are hereby continuously appropriated for allocation to each eligible county and each city in the county for road maintenance and rehabilitation purposes pursuant to Section 2033.

(b) After deducting the amounts appropriated in the annual Budget Act pursuant to Section 2031.5 and the amount allocated in subdivision (a), beginning in the 2017–18 fiscal year, one hundred million dollars ($100,000,000) of the remaining revenues shall be available annually for expenditure, upon appropriation by the Legislature, on the Active Transportation Program created pursuant to Chapter 8 (commencing with Section 2380) of Division 3 to be allocated by the California Transportation Commission pursuant to Section 2381. The Controller shall each month set aside one-twelfth of this amount, to accumulate a total of one hundred million dollars ($100,000,000) in each fiscal year.

(c) After deducting the amounts appropriated in the annual Budget Act pursuant to Section 2031.5 and the amounts allocated in subdivisions (a) and (b), beginning in the 2017–18 fiscal year, four hundred million dollars ($400,000,000) of the remaining revenues shall be available annually for expenditure, upon appropriation by the Legislature, by the department for bridge and culvert maintenance and rehabilitation. The Controller shall each month set aside one-twelfth of this amount, to accumulate a total of four hundred million dollars ($400,000,000) in each fiscal year.

(d) After deducting the amounts appropriated in the annual Budget Act pursuant to Section 2031.5 and the amounts allocated in subdivisions (a), (b), and (c), beginning in the 2017–18 fiscal year, twenty-five million dollars ($25,000,000) of the remaining revenues shall be transferred annually to the State Highway Account for expenditure, upon appropriation by the Legislature, to supplement the freeway service patrol program. The Controller shall each month set aside one-twelfth of this amount, to accumulate a total of twenty-five million dollars ($25,000,000) in each fiscal year.

(e) After deducting the amounts appropriated in the annual Budget Act pursuant to Section 2031.5 and the amounts allocated in subdivisions (a), (b), (c), and (d), in the 2017–18, 2018–19, 2019–20, 2020–21, and 2021–22 fiscal years, from revenues in the Road Maintenance and Rehabilitation Account that are not subject to Article XIX of the California Constitution, five million dollars ($5,000,000) shall be appropriated in each fiscal year to the California Workforce Development Board to assist local agencies to implement policies to promote preapprenticeship training programs to carry out the projects that are funded by the account pursuant to Section 2038. Funds appropriated pursuant to this subdivision in the Budget Act but remaining unexpended at the end of each applicable fiscal year shall be reappropriated for the same purposes in the following year’s Budget Act, but all funds appropriated or reappropriated pursuant to this subdivision in the Budget Act shall be liquidated no later than June 30, 2027.

(f) After deducting the amounts appropriated in the annual Budget Act pursuant to Section 2031.5 and the amounts allocated in subdivisions (a), (b), (c), (d), and (e), beginning in the 2017–18 fiscal year, twenty-five million dollars ($25,000,000) of the remaining revenues shall be available annually for expenditure, upon appropriation by the Legislature, by the department for local planning grants, as described in Section 2033.5. The Controller shall each month set aside one-twelfth of this amount, to accumulate a total of twenty-five million dollars ($25,000,000) in each fiscal year.

(g) After deducting the amounts appropriated in the annual Budget Act pursuant to Section 2031.5 and the amounts allocated in subdivisions (a), (b), (c), (d), (e), and (f), beginning in the 2017–18 fiscal year and each fiscal year thereafter, from the remaining revenues, five million dollars ($5,000,000) shall be available, upon appropriation, to the University of California for the purpose of conducting transportation research and two million dollars ($2,000,000) shall be available, upon appropriation, to the California State University for the purpose of conducting transportation research and transportation-related workforce education, training, and development. Prior to the start of each fiscal year, the Secretary of Transportation and the chairs of the Assembly Committee on Transportation and the Senate Committee on Transportation and Housing may set out a recommended priority list of research components to be addressed in the upcoming fiscal year.

(h) Notwithstanding Section 13340 of the Government Code, the balance of the revenues deposited in the Road Maintenance and Rehabilitation Account are hereby continuously appropriated as follows:

(1) Fifty percent for allocation to the department for maintenance of the state highway system or for purposes of the state highway operation and protection program.

(2) Fifty percent for apportionment to cities and counties by the Controller pursuant to the formula in clauses (i) and (ii) of subparagraph (C) of paragraph (3) of subdivision (a) of Section 2103 for the purposes authorized by this chapter.

2032.5. (a) It is the intent of the Legislature that the Department of Transportation and local governments are held accountable for the efficient investment of public funds to maintain the public highways, streets, and roads, and are accountable to the people through performance goals that are tracked and reported.

(b) The department shall annually report to the commission relative to the expenditures made with funds received pursuant to subdivision (c) of, and paragraph (1) of subdivision (g) of, Section 2032, and the progress made and achievement of the performance goals outlined in subdivision (n) of Section 1 of the act adding this section.

(c) For each fiscal year in which the department receives an allocation of funds described in subdivision (b), the department shall submit documentation to the commission that includes a description and the location of each completed project, the amount of funds expended on the project, the completion date, and the project's estimated useful life. Annually, the commission shall evaluate the effectiveness of the department in reducing deferred maintenance and improving road conditions on the state highway system, as demonstrated by the progress made by the goals set forth in subdivision (n) of Section 1 of the act enacting this section. The commission may make recommendations for improvement and may withhold future project allocations if it determines program funds are not being appropriately spent. The commission shall annually include any findings in its annual report to the Legislature pursuant to Section 14535 of the Government Code.

(d) The department shall implement efficiency measures with the goal to generate at least one hundred million dollars ($100,000,000) per year in savings to invest in maintenance and rehabilitation of the state highway system. These savings shall be reported to the commission.

2033. (a) On or before January 1, 2018, the commission, in cooperation with the department, transportation planning agencies, county transportation commissions, and other local agencies, shall develop guidelines for the allocation of funds pursuant to subdivision (a) of Section 2032.

(b) The guidelines shall be the complete and full statement of the policy, standards, and criteria that the commission intends to use to determine how these funds will be allocated.

(c) The commission may amend the adopted guidelines after conducting at least one public hearing.

2033.5. The department, from funds made available pursuant to subdivision (f) of Section 2032, shall allocate local planning grants to encourage local and regional planning that furthers state goals, including, but not limited to, the goals and best practices cited in the regional transportation guidelines adopted by the commission pursuant to Sections 14522 to 14522.3, inclusive, of the Government Code. The department shall develop a grant guide and shall consult with the State Air Resources Board, the Governor's Office of Planning and Research, and the Department of Housing and Community Development in the development of the grant guide, and shall provide status reports as it administers these funds. The grant guide shall be exempt from the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

2034. (a) (1) Prior to receiving an apportionment of funds under the program pursuant to paragraph (2) of subdivision (h) of Section 2032 from the Controller in a fiscal year, an eligible city or county shall submit to the commission a list of projects proposed to be funded with these funds pursuant to an adopted city or county budget. All projects proposed to receive funding shall be included in a city or county budget that is adopted by the applicable city council or county board of supervisors at a regular public meeting. The list of projects proposed to be funded with these funds shall include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. The project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with subdivision (b) of Section 2030.

(2) The commission shall report to the Controller the cities and counties that have submitted a list of projects as described in this subdivision and that are therefore eligible to receive an apportionment of funds under the program for the applicable fiscal year. The Controller, upon receipt of the report, shall apportion funds to eligible cities and counties.

(b) For each fiscal year, each city or county receiving an apportionment of funds shall, upon expending program funds, submit documentation to the commission that includes a description and location of each completed project, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement.

2036. (a) Cities and counties shall maintain their existing commitment of local funds for street, road, and highway purposes in order to remain eligible for an allocation or apportionment of funds pursuant to Section 2032.

(b) In order to receive an allocation or apportionment pursuant to Section 2032, the city or county shall annually expend from its general fund for street, road, and highway purposes an amount not less than the annual average of its expenditures from its general fund during the 2009–10, 2010–11, and 2011–12 fiscal years, as reported to the Controller pursuant to Section 2151. For purposes of this subdivision, in calculating a city's or county's annual general fund expenditures and its average general fund expenditures for the 2009–10, 2010–11, and 2011–12 fiscal years, any unrestricted funds that the city or county may expend at its discretion, including vehicle in-lieu tax revenues and revenues from fines and forfeitures, expended for street, road, and highway purposes shall be considered expenditures from the general fund. One-time allocations that have been expended for street and highway purposes, but which may not be available on an ongoing basis, including revenue provided under the Teeter Plan Bond Law of 1994 (Chapter 6.6 (commencing with Section 54773) of Part 1 of Division 2 of Title 5 of the Government Code), may not be considered when calculating a city's or county's annual general fund expenditures.

(c) For any city incorporated after July 1, 2009, the Controller shall calculate an annual average expenditure for the period between July 1, 2009, and December 31, 2015, inclusive, that the city was incorporated.

(d) For purposes of subdivision (b), the Controller may request fiscal data from cities and counties in addition to data provided pursuant to Section 2151, for the 2009–10, 2010–11, and 2011–12 fiscal years. Each city and county shall furnish the data to the Controller not later than 120 days after receiving the request. The Controller may withhold payment to cities and counties that do not comply with the request for information or that provide incomplete data.

(e) The Controller may perform audits to ensure compliance with subdivision (b) when deemed necessary. Any city or county that has not complied with subdivision (b) shall reimburse the state for the funds it received during that fiscal year. Any funds withheld or returned as a result of a failure to comply with subdivision (b) shall be reapportioned to the other counties and cities whose expenditures are in compliance.

(f) If a city or county fails to comply with the requirements of subdivision (b) in a particular fiscal year, the city or county may expend during that fiscal year and the following fiscal year a total amount that is not less than the total amount required to be expended for those fiscal years for purposes of complying with subdivision (b).

2037. A city or county may spend its apportionment of funds under the program on transportation priorities other than those allowable pursuant to this chapter if the city's or county's average Pavement Condition Index meets or exceeds 80.

2038. The California Workforce Development Board shall develop guidelines for public agencies receiving Road Maintenance and Rehabilitation Account funds to participate in, invest in, or partner with, new or existing preapprenticeship training programs established pursuant to subdivision (e) of Section 14230 of the Unemployment Insurance Code. The department and local agencies that receive Road Maintenance and Rehabilitation Account funds pursuant to this chapter shall, not later than July 1, 2023, follow the guidelines set forth by the board. The board shall also establish a preapprenticeship development and training grant program, beginning January 1, 2019, pursuant to subdivision (e) of Section 14230 of the Unemployment Insurance Code. Local public agencies that receive Road Maintenance and Rehabilitation Account funds pursuant to this chapter are eligible to compete for such grants and may apply in partnership with other agencies and entities, including those with existing preapprenticeship programs. Successful grant applicants shall, to the extent feasible:

(a) Follow the multicraft core curriculum implemented by the State Department of Education for its pilot project with the California Partnership Academies and by the California Workforce Development Board and local boards.

(b) Include a plan for outreach to and retention of women participants in the preapprenticeship program to help increase the representation of women in the building and construction trades.

(c) Include a plan for outreach to and retention of minority participants and underrepresented subgroups in the preapprenticeship program to help increase their representation in the building and construction trades.

(d) Include a plan for outreach to and retention of disadvantaged youth participants in the preapprenticeship program to help increase their employment opportunities in the building and construction trades.

(e) Include a plan for outreach to individuals in the local labor market area and to formerly incarcerated individuals to provide pathways to employment and training.

(f) Coordinate with local state-approved apprenticeship programs, local building trade councils, and to the extent possible the California Conservation Corps and certified community conservation corps, so individuals who have completed these programs have a pathway to continued employment.

SEC. 37. Section 2103.1 is added to the Streets and Highways Code, to read:

2103.1. (a) Notwithstanding subdivision (b) of Section 2103, the portion of revenues in the Highway Users Tax Account attributable to the increases in the motor vehicle fuel excise tax pursuant to subdivision (c) of Section 7360 of the Revenue and Taxation Code, as adjusted pursuant to subdivision (d) of that section, shall be transferred to the Road Maintenance and Rehabilitation Account pursuant to Section 2031.

(b) Notwithstanding subdivision (b) of Section 2103, the portion of revenues in the Highway Users Tax Account attributable to the increase in the diesel fuel excise tax pursuant to subdivision (b) of Section 60050 of the Revenue and Taxation Code, as adjusted pursuant to subdivision (c) of that section, shall be transferred as follows:

(1) Fifty percent to the Trade Corridors Enhancement Account pursuant to Section 2192.4.

(2) Fifty percent to the Road Maintenance and Rehabilitation Account pursuant to Section 2031.

(c) Notwithstanding subdivision (b) of Section 2103, the portion of the revenues in the Highway Users Tax Account attributable to the storage taxes imposed pursuant to Sections 7361.2 and 60050.2 of the Revenue and Taxation Code shall be deposited in the Road Maintenance and Rehabilitation Account created pursuant to Section 2031.

SEC. 38. Section 2104 of the Streets and Highways Code is amended to read:

2104. Notwithstanding Section 13340 of the Government Code, a sum equal to the net revenue derived from 11.3 percent of the per gallon tax under the Motor Vehicle Fuel License Tax Law (Part 2 (commencing with Section 7301) of Division 2), 1.80 cents ($0.0180) under the Use Fuel Tax Law (Part 3 (commencing with Section 8601) of Division 2), and 11.5 percent of the per gallon tax under the Diesel Fuel Tax Law (Part 31 (commencing with Section 60001) of Division 2) of the Revenue and Taxation Code, shall be apportioned among the counties, as follows:

(a) Each county shall be paid one thousand six hundred sixty-seven dollars ($1,667) during each calendar month, which amount shall be expended exclusively for engineering costs and administrative expenses with respect to county roads.

(b) A sum equal to the total of all reimbursable snow removal or snow grooming, or both, costs filed pursuant to subdivision (d) of Section 2152, or seven million dollars ($7,000,000), whichever is less, shall be apportioned in 12 approximately equal monthly apportionments for snow removal or snow grooming, or both, on county roads, as provided in Section 2110.

(c) A sum equal to five hundred thousand dollars ($500,000) shall be apportioned in 12 approximately equal monthly apportionments, as provided in Section 2110.5.

(d) (1) Seventy-five percent of the funds payable under this section shall be apportioned among the counties monthly in the respective proportions that the number of fee-paid and exempt vehicles which are registered in each county bears to the total number of fee-paid and exempt vehicles registered in the state.

(2) For purposes of apportionment under this subdivision, the Department of Motor Vehicles shall, as soon as possible after the last day of each calendar month, furnish to the Controller a verified statement showing the

number of fee-paid and exempt vehicles which are registered in each county and in the state as of the last day of each calendar month as reflected by the records of the Department of Motor Vehicles.

(e) Of the remaining money payable, there shall be paid to each eligible county an amount that is computed monthly as follows: The number of miles of maintained county roads in each county shall be multiplied by sixty dollars ($60); from the resultant amount, there shall be deducted the amount received by each county under subdivision (d) and the remainder, if any, shall be paid to each county.

(f) The remaining money payable, after the foregoing apportionments, shall be apportioned among the counties in the same proportion as the money referred to in subdivision (d).

(g) (1) Transfers of revenues from the Highway Users Tax Account to counties pursuant to this section collected during the months of March, April, May, June, and July of 2008, shall be made with the transfer of August 2008 revenues in September of 2008. This suspension shall not apply to a county with a population of less than 40,000.

(2) For the purpose of meeting the cash obligations associated with ongoing budgeted costs, a county may make use of any cash balance in its county road fund, including that resulting from the receipt of funds pursuant to the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Chapter 12.49 (commencing with Section 8879.20) of Division 1 of Title 2 of the Government Code (hereafter bond act)) for local streets and roads maintenance, during the period of this suspension, without the use of this cash being reflected as an expenditure of bond act funds, provided the cash is replaced once this suspension is repaid in September of 2008. Counties may accrue the revenue received in September 2008 as repayment of these suspensions for the months of April, May, and June of 2008 back to the 2007–08 fiscal year. Nothing in this paragraph shall change the fact that expenditures must be accrued and reflected from the appropriate funding sources for which the moneys were received and meet all the requirements of those funding sources.

(h) (1) The transfer of revenues from the Highway Users Tax Account to counties pursuant to this section that are collected during the months of January, February, and March 2009, shall be made with the transfer of April 2009 revenues in May 2009.

(2) For the purpose of meeting the cash obligations associated with ongoing budgeted costs, a county may make use of any cash balance in its county road fund, including that resulting from the receipt of funds pursuant to the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Chapter 12.49 (commencing with Section 8879.20) of Division 1 of Title 2 of the Government Code (bond act)) for local streets and roads maintenance during the period of this suspension, provided the cash is replaced once this suspension is repaid in May of 2009.

(3) This subdivision shall not affect any requirement that an expenditure is required to be accrued and reflected from the appropriate funding source for which the money was received and to meet all the requirements of its funding source.

SEC. 39. Section 2105 of the Streets and Highways Code is amended to read:

2105. Notwithstanding Section 13340 of the Government Code, in addition to the apportionments prescribed by Sections 2104, 2106, and 2107, from the revenues derived from a per gallon tax imposed pursuant to Section 7360 of the Revenue and Taxation Code, and a per gallon tax imposed pursuant to Sections 8651, 8651.5, and 8651.6 of the Revenue and Taxation Code, and a per gallon tax imposed pursuant to Sections 60050 and 60115 of the Revenue and Taxation Code, the following apportionments shall be made:

(a) A sum equal to 5.8 percent of the per gallon tax under Section 7360 of the Revenue and Taxation Code, 11.5 percent of any per gallon tax in excess of nine cents ($0.09) per gallon under Sections 8651, 8651.5, and 8651.6 of the Revenue and Taxation Code, and 6.5 percent of the per gallon tax under Sections 60050 and 60115 of the Revenue and Taxation Code, shall be apportioned among the counties, including a city and county.

The amount of apportionment to each county, including a city and county, during a fiscal year shall be calculated as follows:

(1) One million dollars ($1,000,000) for apportionment to all counties, including a city and county, in proportion to each county’s receipts during the prior fiscal year under Sections 2104 and 2106.

(2) One million dollars ($1,000,000) for apportionment to all counties, including a city and county, as follows:

(A) Seventy-five percent in the proportion that the number of fee-paid and exempt vehicles which are registered in the county bears to the number of fee-paid and exempt vehicles registered in the state.

(B) Twenty-five percent in the proportion that the number of miles of maintained county roads in the county bears to the miles of maintained county roads in the state.

(3) For each county, determine its factor which is the higher amount calculated pursuant to paragraph (1) or (2) divided by the sum of the higher amounts for all of the counties.

(4) The amount to be apportioned to each county is equal to its factor multiplied by the amount available for apportionment.

(b) A sum equal to 5.8 percent of the per gallon tax under Section 7360 of the Revenue and Taxation Code, 11.5 percent of any per gallon tax in excess of nine cents ($0.09) per gallon under Sections 8651, 8651.5, and 8651.6 of the Revenue and Taxation Code, and 6.5 percent of the per gallon tax under Sections 60050 and 60115 of the Revenue and Taxation Code, shall be apportioned to cities, including a city and county, in the proportion that the total population of the city bears to the total population of all the cities in the state.

(c) (1) Transfers of revenues from the Highway Users Tax Account to counties or cities pursuant to this section collected during the months of March, April, May, June, and July of 2008, shall be made with the transfer of August 2008 revenues in September of 2008. This suspension shall not apply to a county with a population of less than 40,000.

(2) For the purpose of meeting the cash obligations associated with ongoing budgeted costs, a city or county may make use of any cash balance in the city account that is designated for the receipt of state funds allocated for local streets and roads or the county road fund, including that resulting from the receipt of funds pursuant to the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Chapter 12.49 (commencing with Section 8879.20) of Division 1 of Title 2 of the Government Code (hereafter bond act)) for local streets and roads maintenance, during the period of this suspension, without the use of this cash being reflected as an expenditure of bond act funds, provided the cash is replaced once this suspension is repaid in September of 2008. Counties and cities may accrue the revenue received in September 2008 as repayment of these suspensions for the months of April, May, and June of 2008 back to the 2007–08 fiscal year. Nothing in this paragraph shall change the fact that expenditures must be accrued and reflected from the appropriate funding sources for which the moneys were received and meet all the requirements of those funding sources.

(d) (1) The transfer of revenues from the Highway Users Tax Account to counties or cities pursuant to this section collected during the months of January, February, and March 2009 shall be made with the transfer of April 2009 revenues in May 2009.

(2) For the purpose of meeting the cash obligations associated with ongoing budgeted costs, a city or county may make use of any cash balance in the city account that is designated for the receipt of state funds allocated for local streets and roads or the county road fund, including that resulting from the receipt of funds pursuant to the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Chapter 12.49 (commencing with Section 8879.20) of Division 1 of Title 2 of the Government Code (bond act)) for local streets and roads maintenance, during the period of this suspension, and the use of this cash shall not be considered as an expenditure of bond act funds, if the cash is replaced when the payments that are suspended pursuant to this subdivision are repaid in May 2009.

(3) This subdivision shall not affect any requirement that an expenditure is required to be accrued and reflected from the appropriate funding source for which the money was received and to meet all the requirements of its funding source.

SEC. 40. Section 2106 of the Streets and Highways Code is amended to read:

2106. Notwithstanding Section 13340 of the Government Code, a sum equal to the net revenue derived from 5.3 percent of the per gallon tax under the Motor Vehicle Fuel License Tax Law (Part 2 (commencing with Section 7301) of Division 2 of the Revenue and Taxation Code) shall be apportioned monthly from the Highway Users Tax Account in the Transportation Tax Fund among the counties and cities as follows:

(a) Four hundred dollars ($400) per month shall be apportioned to each city and city and county and eight hundred dollars ($800) per month shall be apportioned to each county and city and county.

(b) On the last day of each month, the sum of six hundred thousand dollars ($600,000) shall be transferred to the State Highway Account in the State Transportation Fund for the Active Transportation Program pursuant to

Chapter 8 (commencing with Section 2380). For each month in the 2013–14 fiscal year that has passed prior to the enactment of the bill adding this sentence, six hundred thousand dollars ($600,000) shall be immediately transferred from the Bicycle Transportation Account to the State Highway Account in the State Transportation Fund for the Active Transportation Program, less any amount already expended for that program from the Bicycle Transportation Account during the 2013–14 fiscal year.

(c) The balance shall be apportioned, as follows:

(1) A base sum shall be computed for each county by using the same proportions of fee-paid and exempt vehicles as are established for purposes of apportionment of funds under subdivision (d) of Section 2104.

(2) For each county, the percentage of the total assessed valuation of tangible property subject to local tax levies within the county which is represented by the assessed valuation of tangible property outside the incorporated cities of the county shall be applied to its base sum, and the resulting amount shall be apportioned to the county. The assessed valuation of taxable tangible property, for purposes of this computation, shall be that most recently used for countywide tax levies as reported to the Controller by the State Board of Equalization. If an incorporation or annexation is legally completed following the base sum computation, the new city's assessed valuation shall be deducted from the county's assessed valuation, the estimate of which may be provided by the State Board of Equalization.

(3) The difference between the base sum for each county and the amount apportioned to the county shall be apportioned to the cities of that county in the proportion that the population of each city bears to the total population of all the cities in the county. Populations used for determining apportionment of money under Section 2107 are to be used for purposes of this section.

(d) (1) Transfers of revenues from the Highway Users Tax Account to counties or cities pursuant to this section collected during the months of March, April, May, June, and July of 2008, shall be made with the transfer of August 2008 revenues in September of 2008. This suspension shall not apply to a county with a population of less than 40,000.

(2) For the purpose of meeting the cash obligations associated with ongoing budgeted costs, a city or county may make use of any cash balance in the city account that is designated for the receipt of state funds allocated for local streets and roads or the county road fund, including that resulting from the receipt of funds pursuant to the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Chapter 12.49 (commencing with Section 8879.20) of Division 1 of Title 2 of the Government Code (hereafter bond act)) for local streets and roads maintenance, during the period of this suspension, without the use of this cash being reflected as an expenditure of bond act funds, provided the cash is replaced once this suspension is repaid in September of 2008. Counties and cities may accrue the revenue received in September 2008 as repayment of these suspensions for the months of April, May, and June of 2008 back to the 2007–08 fiscal year. Nothing in this paragraph shall change the fact that expenditures must be accrued and reflected from the appropriate funding sources for which the moneys were received and meet all the requirements of those funding sources.

(e) (1) The transfer of revenues from the Highway Users Tax Account to counties or cities pursuant to this section collected during the months of January, February, and March 2009, shall be made with the transfer of April 2009 revenues in May 2009.

(2) For the purpose of meeting the cash obligations associated with ongoing budgeted costs, a city or county may make use of any cash balance in the city account that is designated for the receipt of state funds allocated for local streets and roads or the county road fund, including that resulting from the receipt of funds pursuant to the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Chapter 12.49 (commencing with Section 8879.20) of Division 1 of Title 2 of the Government Code (bond act)) for local streets and roads maintenance, during the period of this suspension, and the use of this cash shall not be considered as an expenditure of bond act funds, if the cash is replaced when the payments that are suspended pursuant to this subdivision are repaid in May 2009.

(3) This subdivision shall not affect any requirement that an expenditure is required to be accrued and reflected from the appropriate funding source for which the money was received and to meet all the requirements of its funding source.

SEC. 41. Section 2107 of the Streets and Highways Code is amended to read:

2107. (a) Notwithstanding Section 13340 of the Government Code, a sum equal to the net revenues derived from 7.3 percent of the per gallon tax under the Motor Vehicle Fuel License Tax Law (Part 2 (commencing with Section

7301) of Division 2), 2.59 cents ($0.0259) under the Use Fuel Tax Law (Part 3 (commencing with Section 8601) of Division 2), and 11.5 percent under the Diesel Fuel Tax Law (Part 31 (commencing with Section 60001) of Division 2) of the Revenue and Taxation Code, shall be apportioned monthly to the cities and cities and counties of this state from the Highway Users Tax Account in the Transportation Tax Fund as provided in this section.

(b) From the sum determined pursuant to subdivision (a), the Controller shall allocate annually to each city that has filed a report containing the information prescribed by subdivision (c) of Section 2152, and that had expenditures in excess of five thousand dollars ($5,000) during the preceding fiscal year for snow removal, an amount equal to one-half of the amount of its expenditures for snow removal in excess of five thousand dollars ($5,000) during that fiscal year.

(c) The balance of the sum determined pursuant to subdivision (a) from the Highway Users Tax Account shall be allocated to each city, including city and county, in the proportion that the total population of the city bears to the total population of all the cities in this state.

(d) (1) For the purpose of this section, except as otherwise provided in paragraph (2), the population in each city is the population determined for that city in the manner specified in Section 11005.3 of the Revenue and Taxation Code.

(2) Commencing with the ninth fiscal year of a city described in subdivision (a) of Section 11005.3 of the Revenue and Taxation Code, the sixth fiscal year of a city described in subdivision (b) of Section 11005.3 of the Revenue and Taxation Code, and the 61st month of the city described in subdivision (c) of Section 11005.3 of the Revenue and Taxation Code, the population in each city is the actual population of that city, as defined in subdivision (e) of Section 11005.3 of the Revenue and Taxation Code.

(e) (1) Transfers of revenues from the Highway Users Tax Account to cities pursuant to this section collected during the months of March, April, May, June, and July of 2008, shall be made with the transfer of August 2008 revenues in September of 2008.

(2) For the purpose of meeting the cash obligations associated with ongoing budgeted costs, a city may make use of any cash balance in the city account that is designated for the receipt of state funds allocated for local streets and roads, including that resulting from the receipt of funds pursuant to the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Chapter 12.49 (commencing with Section 8879.20) of Division 1 of Title 2 of the Government Code (hereafter bond act)) for local streets and roads maintenance, during the period of this suspension, without the use of this cash being reflected as an expenditure of bond act funds, provided the cash is replaced once this suspension is repaid in September of 2008. Cities may accrue the revenue received in September 2008 as repayment of these suspensions for the months of April, May, and June of 2008 back to the 2007–08 fiscal year. Nothing in this paragraph shall change the fact that expenditures must be accrued and reflected from the appropriate funding sources for which the moneys were received and meet all the requirements of those funding sources.

(f) (1) A transfer of revenues from the Highway Users Tax Account to cities pursuant to this section collected during the months of January, February, and March 2009, shall be made with the transfer of April 2009 revenues in May 2009.

(2) For the purpose of meeting the cash obligations associated with ongoing budgeted costs, a city may make use of any cash balance in the city account that is designated for the receipt of state funds allocated for local streets and roads, including that resulting from the receipt of funds pursuant to the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Chapter 12.49 (commencing with Section 8879.20) of Division 1 of Title 2 of the Government Code (bond act)) for local streets and roads maintenance, during the period of this suspension, and the use of this cash shall not be reflected as an expenditure of bond act funds, if the cash is replaced once this suspension is repaid in May 2009.

(3) This subdivision shall not affect any requirement that an expenditure is required to be accrued and reflected from the appropriate funding sources for which the moneys were received and to meet all the requirements of those funding sources.

SEC. 42. Section 2192.4 is added to the Streets and Highways Code, to read:

2192.4. The Trade Corridor Enhancement Account is hereby created in the State Transportation Fund to receive funds from subdivision (b) of Section 60050 of the Revenue and Taxation Code, as adjusted. Funds in the account shall be available for expenditure upon appropriation by the Legislature for corridor-based freight projects nominated by local agencies and the state.

SEC. 43. The Legislature finds and declares all of the following:

(a) Californians know congestion. For decades, California has been home to five or six of the nation's most congested travel corridors, which are located in Los Angeles, the San Francisco-Oakland-San Jose Bay Area, the Inland Empire, San Diego, and increasingly, in the central valley. While congestion is a vexing challenge in a state that is home to nearly 40 million people and that adds nearly a half-million people each year, regions and localities are finding new ways to address congestion in highly traveled corridors by undertaking long-term, comprehensive, and multimodal approaches that seek to reduce congestion by expanding travel choices, improving the quality of life, and preserving the local community character within the corridor.

(b) Examples of this more comprehensive approach to improving congestion in highly traveled corridors include, but are not limited to, programs in the following regions:

(1) The North Coast Corridor improvements along Route 5 and the parallel rail corridor in the County of San Diego.

(2) The Route 91 and Metrolink rail corridor improvements in the County of Riverside.

(3) Emerging solutions for the Route 101 and Caltrain corridor connecting Silicon Valley with San Francisco.

(4) Multimodal approaches for the Route 101 and SMART rail corridor between the Counties of Marin and Sonoma.

(5) Comprehensive solutions for the Route 405 Corridor in the County of Los Angeles.

(c) The state recognizes the benefits to mobility, quality of life, and the environment through comprehensive, multimodal proposals that address mobility, community, and environmental challenges along highly traveled corridors. Therefore, the Solutions for Congested Corridors Program is being created to support collaborative and comprehensive proposals to address these challenges.

SEC. 44. Chapter 8.5 (commencing with Section 2390) is added to Division 3 of the Streets and Highways Code, to read:

CHAPTER 8.5. Congested Corridors

2390. The Solutions for Congested Corridors Program is hereby created.

2391. Pursuant to subdivision (b) of Section 11053 of the Revenue and Taxation Code, two hundred fifty million dollars ($250,000,000) in the State Highway Account shall be available for appropriation to the Department of Transportation in each annual Budget Act for the Solutions for Congested Corridors Program. Funds made available for the program shall be allocated by the California Transportation Commission to projects designed to achieve a balanced set of transportation, environmental, and community access improvements within highly congested travel corridors throughout the state. Funding shall be available for projects that make specific performance improvements and are part of a comprehensive corridor plan designed to reduce congestion in highly traveled corridors by providing more transportation choices for residents, commuters, and visitors to the area of the corridor while preserving the character of the local community and creating opportunities for neighborhood enhancement projects. In order to mitigate increases in vehicle miles traveled, greenhouse gases, and air pollution, highway lane capacity-increasing projects funded by this program shall be limited to high-occupancy vehicle lanes, managed lanes as defined in Section 14106 of the Government Code, and other non-general purpose lane improvements primarily designed to improve safety for all modes of travel, such as auxiliary lanes, truck climbing lanes, or dedicated bicycle lanes. Project elements within the corridor plans may include improvements to state highways, local streets and roads, public transit facilities, bicycle and pedestrian facilities, and restoration or preservation work that protects critical local habitat or open space.

2392. A regional transportation planning agency or county transportation commission or authority responsible for preparing a regional transportation improvement plan under Section 14527 of the Government Code or the department may nominate projects for funding through the program that are consistent with the policy objectives of the program as set forth in this chapter. The commission shall allocate no more than one-half of the funds available each year to projects nominated exclusively by the department. Preference shall be given to corridor plans that demonstrate that the plans and the specific project improvements to be undertaken are the result of collaboration between the department and local or regional partners that reflect a comprehensive approach to addressing congestion and quality-of-life issues within the affected corridor through investment in

transportation and related environmental solutions. Collaboration between the partners may be demonstrated by a project being jointly nominated by both the regional agency and the department.

2393. A project nomination shall include documentation regarding the quantitative and qualitative measures validating the project's consistency with the policy objectives of the program as set forth in this chapter. In addition to being included in a corridor plan, a nominated project shall also be included in the region's regional transportation plan. Projects within the boundaries of a metropolitan planning organization must be included in an adopted regional transportation plan that includes a sustainable communities strategy determined by the State Air Resources Board to achieve the region's greenhouse gas emissions reduction targets.

2394. The commission shall allocate program funds to projects after reviewing the corridor plans submitted by the regional agencies or the department and making a determination that a proposed project is consistent with the objectives of the corridor plan. In addition to making a consistency determination with respect to project nominations, the commission shall score the proposed projects on the following criteria:

(a) Safety.

(b) Congestion.

(c) Accessibility.

(d) Economic development and job creation and retention.

(e) Furtherance of state and federal ambient air standards and greenhouse gas emissions reduction standards pursuant to the California Global Warming Solutions Act of 2006 (Division 25.5 (commencing with Section 38550) of the Health and Safety Code) and Senate Bill 375 (Chapter 728 of the Statutes of 2008).

(f) Efficient land use.

(g) Matching funds.

(h) Project deliverability.

2395. The commission shall adopt an initial program of projects to be funded through the initial appropriation for the program. The initial program may cover a multiyear programming period. Subsequent programs of projects shall be adopted on a biennial basis consistent with available funds for the program, and may include updates to programs of projects previously adopted.

2396. The commission, in consultation with the State Air Resources Board, shall develop and adopt guidelines for the program consistent with the requirements of this chapter. Guidelines adopted by the commission shall be exempt from the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). Prior to adopting the guidelines, the commission shall conduct at least one public hearing in northern California and one public hearing in southern California to review and provide an opportunity for public comment. The commission shall adopt the final guidelines no sooner than 30 days after the commission provides the proposed guidelines to the Joint Legislative Budget Committee and the transportation policy committees in the Senate and the Assembly.

2397. On or before March 1, 2019, and annually thereafter, the commission shall provide project update reports on the development and implementation of the program described in this chapter in its annual report to the Legislature prepared pursuant to Section 14535 of the Government Code. A copy of the report shall be provided to the Joint Legislative Budget Committee and the transportation policy committees of both houses of the Legislature. The report, at a minimum, shall include information on each project that received funding under the program, including, but not limited to, all of the following:

(a) A summary describing the overall progress of the project since the initial award.

(b) Expenditures to date for all project phase costs.

(c) A summary of milestones achieved during the prior year and milestones expected to be reached in the coming year.

(d) An assessment of how the project is meeting the quantitative and qualitative measurements identified in the project nomination, as outlined in Section 2393.

SEC. 45. Section 4000.15 is added to the Vehicle Code, to read:

4000.15. (a) Effective January 1, 2020, the department shall confirm, prior to the initial registration or the transfer of ownership and registration of a diesel-fueled vehicle with a gross vehicle weight rating of more than 14,000 pounds, that the vehicle is compliant with, or exempt from, applicable air pollution control technology requirements pursuant to Division 26 (commencing with Section 39000) of the Health and Safety Code and regulations of the State Air Resources Board adopted pursuant to that division.

(b) Except as otherwise provided in subdivision (c), for diesel-fueled vehicles subject to Section 43018 of the Health and Safety Code, as applied to the reduction of emissions of diesel particulate matter, oxides of nitrogen, and other criteria pollutants from in-use diesel-fueled vehicles, and Section 2025 of Title 13 of the California Code of Regulations as it read January 1, 2017, or as subsequently amended:

(1) The department shall refuse registration, or renewal or transfer of registration, for a diesel-fueled vehicle with a gross vehicle weight rating of 14,001 pounds to 26,000 pounds for the following vehicle model years:

(A) Effective January 1, 2020, vehicle model years 2004 and older.

(B) Effective January 1, 2021, vehicle model years 2007 and older.

(C) Effective January 1, 2023, vehicle model years 2010 and older.

(2) The department shall refuse registration, or renewal or transfer of registration, for a diesel-fueled vehicle with a gross vehicle weight rating of more than 26,000 pounds for the following vehicle model years:

(A) Effective January 1, 2020, vehicle model years 2000 and older.

(B) Effective January 1, 2021, vehicle model years 2005 and older.

(C) Effective January 1, 2022, vehicle model years 2007 and older.

(D) Effective January 1, 2023, vehicle model years 2010 and older.

(c) (1) As determined by the State Air Resources Board, notwithstanding effective dates and vehicle model years identified in subdivision (b), the department may allow registration, or renewal or transfer of registration, for a diesel-fueled vehicle that has been reported to the State Air Resources Board, and is using an approved exemption, or is compliant with applicable air pollution control technology requirements pursuant to Division 26 (commencing with Section 39000) of the Health and Safety Code and regulations of the State Air Resources Board adopted pursuant to that division, including vehicles equipped with the required model year emissions equivalent engine or otherwise using an approved compliance option.

(2) The State Air Resources Board shall notify the department of the vehicles allowed to be registered pursuant to this subdivision.

SEC. 46. Section 4156 of the Vehicle Code is amended to read:

4156. (a) Notwithstanding any other provision of this code, and except as provided in subdivision (b), the department in its discretion may issue a temporary permit to operate a vehicle when a payment of fees has been accepted in an amount to be determined by, and paid to the department, by the owner or other person in lawful possession of the vehicle. The permit shall be subject to the terms and conditions, and shall be valid for the period of time, that the department shall deem appropriate under the circumstances.

(b) (1) The department shall not issue a temporary permit pursuant to subdivision (a) to operate a vehicle for which a certificate of compliance is required pursuant to Section 4000.3, and for which that certificate of compliance has not been issued, unless the department is presented with sufficient evidence, as determined by the department, that the vehicle has failed its most recent smog check inspection.

(2) Only one temporary permit may be issued pursuant to this subdivision to a vehicle owner in a two-year period.

(3) A temporary permit issued pursuant to paragraph (1) is valid for either 60 days after the expiration of the registration of the vehicle or 60 days after the date that vehicle is removed from nonoperation, whichever is applicable at the time that the temporary permit is issued.

(4) A temporary permit issued pursuant to paragraph (1) is subject to Section 9257.5.

(c) (1) The department may issue a temporary permit pursuant to subdivision (a) to operate a vehicle for which registration may be refused pursuant to Section 4000.15.

(2) Only one temporary permit may be issued pursuant to this subdivision for any vehicle, unless otherwise approved by the State Air Resources Board.

(3) A temporary permit issued pursuant to paragraph (1) is valid for either 90 days after the expiration of the registration of the vehicle or 90 days after the date that vehicle is removed from nonoperation, whichever is applicable at the time the temporary permit is issued.

(4) A temporary permit issued pursuant to paragraph (1) is subject to Section 9257.5.

SEC. 47. Section 9250.6 is added to the Vehicle Code, to read:

9250.6. (a) In addition to any other fees specified in this code, or the Revenue and Taxation Code, commencing July 1, 2020, a road improvement fee of one hundred dollars ($100) shall be paid to the department for registration or renewal of registration of every zero-emission motor vehicle model year 2020 and later subject to registration under this code, except those motor vehicles that are expressly exempted under this code from payment of registration fees.

(b) On January 1, 2021, and every January 1 thereafter, the Department of Motor Vehicles shall adjust the road improvement fee imposed under subdivision (a) by increasing the fee in an amount equal to the increase in the California Consumer Price Index for the prior year, except the first adjustment shall cover the prior six months, as calculated by the Department of Finance, with amounts equal to or greater than fifty cents ($0.50) rounded to the highest whole dollar. The incremental change shall be added to the associated fee rate for that year.

(c) Any changes to the road improvement fee imposed by subdivision (a) that are enacted by legislation subsequent to July 1, 2017, shall be deemed to be changes to the base fee rate for purposes of the California Consumer Price Index calculation and adjustment performed pursuant to subdivision (b).

(d) Revenues from the road improvement fee, after deduction of the department's administrative costs related to this section, shall be deposited in the Road Maintenance and Rehabilitation Account created pursuant to Section 2031 of the Streets and Highways Code.

(e) This section does not apply to a commercial motor vehicle subject to Section 9400.1.

(f) The road improvement fee required pursuant to this section does not apply to the initial registration after the purchase of a new zero-emission motor vehicle.

(g) For purposes of this section, "zero-emission motor vehicle" means a motor vehicle as described in subdivision (d) of Section 44258 of the Health and Safety Code, or any other motor vehicle that is able to operate on any fuel other than gasoline or diesel fuel.

SEC. 48. (a) On or before January 1, 2019, the Institute for Transportation Studies at the University of California, Davis is requested to prepare and submit to the Governor and the Legislature a report that makes recommendations on potential methodologies to raise revenue from zero-emission and low-emission vehicle owners to achieve the state's transportation electrification, clean air, and climate targets established under law while also ensuring those vehicle owners pay their fair share of any costs borne by motorists to fund improvements to the transportation system.

(b) The report shall examine all fees, taxes, and incentives for zero- and low-emission vehicles, and other vehicles, and shall make recommendations for options that ensure the purchase and ownership of zero- and low-emission vehicles are properly incentivized to assist in meeting state clean air and climate targets, while also ensuring appropriate levels of funding for roads and transportation.

(c) The study shall assess annual fees on zero-emission vehicles or other vehicles not otherwise subject to state fuel excise or use taxes and compare that to the average annual state fuel excise tax assessed on gasoline or diesel vehicles with equivalent fuel economy.

(d) The Institute shall consult with the State Air Resources Board, the Department of Transportation, the Department of Motor Vehicles, and the State Board of Equalization in preparing the report.

(e) This report shall be submitted in compliance with Section 9795 of the Government Code.

SEC. 49. Guidelines adopted to implement transportation programs in this act by the California Transportation Commission, the Department of Transportation, the Transportation Agency, or any other state agency shall be exempt from the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

SEC. 50. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to provide additional funding for road maintenance and rehabilitation purposes as quickly as possible, it is necessary for this act to take effect immediately.

RESOLUTION NO. 2026-XX

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-2027 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Tehama County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Tehama County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, Tehama County, will receive an estimated $5.4M in RMRA funding in Fiscal Year 2026-27; and

WHEREAS, Tehama County is receiving SB 1 funding which enables Tehama County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, Tehama County has undergone a robust public process to ensure public input into our community's transportation priorities/project list; and

WHEREAS, Tehama County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from 2026-27 SB 1 will help Tehama County maintain the existing roadway system and rehabilitate approximately 96.5 miles of streets/roads throughout Tehama County this year and similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the Tehama County's streets and roads are in a "poor" condition and this revenue will help the County increase the overall quality of the road system and over the next decade will bring the streets and roads up to an "at-risk" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of Tehama County, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of proposed projects, with additional repairs due to flood, fire, storm, or other emergency roadway damage, will be funded in-part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues. Emergency repairs and disaster recovery activities may take precedence over planned projects as necessary to protect public safety and maintain the County transportation system.

Project Title: Road & Bridge Maintenance, Rehabilitation & Preservation
Project Description: Maintenance
Project Location:

District A Projects - Approximately 33 Miles
District B Projects - Approximately 30 Miles
District C Projects - Approximately 33.5 Miles
Bridge Projects – Redecking of Bridges
Paint & Signs - Paint, Striping, and Sign Replacement for Roads Listed
Spray - Roadside Vegetation Management

Estimated Project Schedule: 07/2026 - 06/2027
Estimated Project Useful Life: 20 Years

Project Title: Capital Projects - RMRA Project Match
Project Description: Local Match for Federal Construction Funding
Project Location: County of Tehama
Estimated Project Schedule: 07/2026 - 06/2027
Estimated Project Useful Life: 15 Years

Project Title: Disaster Recovery Projects - RMRA Project Match
Project Description: Local Match for Disaster Recovery Projects
Project Location: County of Tehama
Estimated Project Schedule: 07/2026 - 06/2027
Estimated Project Useful Life: 15 Years

Project Title: Fixed Asset
Project Description: Purchase, rental, replacement and maintenance of equipment supporting District A, B & C Chip Seal Program activities.
Project Location: Supporting Districts A, B, & C
Estimated Project Schedule: 07/2026 - 06/2027
Estimated Project Useful Life: 20 Years

PASSED AND ADOPTED by the Tehama County Board of Supervisors, State of California this _____ day of _____, 2026, by the following vote:

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 an order adopted by said Board of Supervisors on 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

_____

County HUTA and RMRA Revenue Estimates - FY 2026-27						
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
ALAMEDA	$9,640,403	$15,147,286	$6,865,780	$457,733	$27,668,037	$59,779,240
ALPINE	$186,334	$289,739	$136,790	$21,168	$534,780	$1,168,810
AMADOR	$950,146	$798,229	$585,163	$214,800	$2,726,927	$5,275,265
BUTTE	$3,128,777	$2,703,902	$1,926,907	$445,851	$8,979,615	$17,185,050
CALAVERAS	$1,439,699	$1,123,899	$886,661	$367,453	$4,131,947	$7,949,659
COLUSA	$1,107,802	$615,257	$682,257	$126,559	$3,179,400	$5,711,275
CONTRA COST	$8,144,301	$12,304,608	$5,865,824	$1,027,641	$23,374,210	$50,716,583
DEL NORTE	$566,815	$356,611	$349,082	$121,241	$1,626,765	$3,020,514
EL DORADO	$3,037,138	$3,923,074	$2,131,770	$922,159	$8,716,610	$18,730,751
FRESNO	$10,660,128	$10,797,538	$6,565,208	$1,323,275	$30,594,654	$59,940,803
GLENN	$1,354,491	$757,550	$834,185	$148,913	$3,887,401	$6,982,540
HUMBOLDT	$2,541,191	$1,829,827	$1,565,033	$430,160	$7,293,239	$13,659,450
IMPERIAL	$4,801,777	$2,659,856	$2,957,250	$476,032	$13,781,139	$24,676,053
INYO	$1,586,771	$971,569	$977,238	$136,786	$4,554,047	$8,226,412
KERN	$9,775,685	$9,573,968	$6,020,510	$2,083,897	$28,056,296	$55,510,356
KINGS	$2,061,565	$1,552,461	$1,269,648	$266,241	$5,916,709	$11,066,623
LAKE	$1,410,600	$1,091,570	$868,740	$359,989	$4,048,433	$7,779,331
LASSEN	$1,361,175	$940,424	$838,301	$137,041	$3,906,582	$7,183,523
LOS ANGELES	$58,150,017	$90,563,051	$41,127,851	$2,915,164	$166,891,029	$359,647,114
MADERA	$3,018,572	$1,965,299	$1,859,035	$562,074	$8,663,327	$16,068,307
MARIN	$2,201,303	$2,834,278	$1,389,576	$324,046	$6,317,758	$13,066,962
MARIPOSA	$903,428	$542,401	$556,390	$143,881	$2,592,845	$4,738,945
MENDOCINO	$2,077,616	$1,403,930	$1,279,533	$425,236	$5,962,776	$11,149,090
MERCED	$4,031,008	$3,084,298	$2,482,560	$643,540	$11,569,027	$21,810,433
MODOC	$1,333,828	$869,530	$821,459	$68,664	$3,828,099	$6,921,581
MONO	$978,118	$779,449	$602,389	$32,680	$2,807,206	$5,199,843
MONTEREY	$4,476,537	$4,875,504	$2,756,946	$976,960	$12,847,698	$25,933,644
NAPA	$1,535,675	$1,725,378	$945,770	$341,931	$4,407,399	$8,956,153
NEVADA	$1,618,533	$1,824,830	$996,799	$332,173	$4,645,203	$9,417,539
ORANGE	$20,994,550	$34,388,306	$15,508,838	$861,251	$60,254,531	$132,007,476
PLACER	$4,601,116	$6,692,561	$3,359,497	$943,136	$13,205,242	$28,801,553
PLUMAS	$1,092,571	$1,051,396	$672,877	$164,368	$3,135,688	$6,116,900
RIVERSIDE	$18,514,910	$26,302,445	$12,412,009	$1,908,423	$53,137,944	$112,275,731

County HUTA and RMRA Revenue Estimates - FY 2026-27						
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
SACRAMENTO	$12,788,421	$16,732,838	$8,412,759	$2,388,261	$36,702,874	$77,025,152
SAN BENITO	$1,095,254	$915,408	$674,529	$179,928	$3,143,387	$6,008,507
SAN BERNARD	$17,096,072	$24,089,166	$11,321,600	$1,643,347	$49,065,867	$103,216,052
SAN DIEGO	$23,579,384	$35,434,281	$16,563,958	$2,213,425	$67,673,027	$145,464,076
SAN FRANCISC	$4,421,478	$5,436,709	$2,723,037	$9,600	$12,689,677	$25,280,501
SAN JOAQUIN	$7,247,209	$8,785,111	$4,463,309	$858,257	$20,799,551	$42,153,437
SAN LUIS OBIS	$3,929,366	$3,795,696	$2,419,963	$720,016	$11,277,314	$22,142,355
SAN MATEO	$5,265,392	$8,154,750	$3,729,107	$321,021	$15,111,717	$32,581,986
SANTA BARBAR	$3,954,775	$4,925,395	$2,569,099	$913,829	$11,350,236	$23,713,334

SANTA CLARA	$12,208,069	$19,116,856	$8,557,897	$334,123	$35,037,260	$75,254,206
SANTA CRUZ	$2,531,684	$3,066,486	$1,654,858	$694,790	$7,265,953	$15,213,770
SHASTA	$3,010,922	$2,762,289	$1,854,324	$448,549	$8,641,371	$16,717,454
SIERRA	$535,253	$434,974	$329,644	$37,100	$1,536,181	$2,873,152
SISKIYOU	$2,156,820	$1,562,123	$1,328,312	$219,057	$6,190,090	$11,456,401
SOLANO	$3,716,007	$5,022,112	$2,303,155	$212,658	$10,664,969	$21,918,901
SONOMA	$5,472,751	$6,349,824	$3,370,480	$1,032,791	$15,706,841	$31,932,688
STANISLAUS	$5,629,394	$6,275,683	$3,466,951	$796,300	$16,156,406	$32,324,734
SUTTER	$1,717,504	$1,313,287	$1,057,752	$231,165	$4,929,249	$9,248,957
TEHAMA	$1,897,304	$1,028,923	$1,168,485	$281,201	$5,445,278	$9,821,191
TRINITY	$1,000,209	$697,857	$615,995	$98,051	$2,870,608	$5,282,720
TULARE	$6,805,159	$5,286,131	$4,191,065	$827,866	$19,530,862	$36,641,083
TUOLUMNE	$1,331,916	$1,146,072	$820,282	$359,861	$3,822,611	$7,480,742
VENTURA	$6,405,137	$9,646,708	$4,546,540	$686,982	$18,382,796	$39,668,163
YOLO	$2,458,376	$2,555,230	$1,514,030	$198,902	$7,055,558	$13,782,095
YUBA	$1,415,066	$1,028,069	$871,491	$341,385	$4,061,252	$7,717,263
TOTALS	**$326,951,500**	**$421,902,000**	**$218,626,500**	**$35,758,934**	**$938,353,500**	**$1,941,592,434**

** county share only*

FY26-27 SB1 Estimated Project Expenditure

Area ID		Project / Equipment Description	Totals
DIST A	A/C Overlays Bowman Area	Approximately 15 Miles	
	AC / Cold Mix Overlays Rawson Rd ,Tyler Rd	Approximately 10 Miles	$ 1,456,335.17
	A/C Overlays Gerber Area	Approximately 8 Miles	
DIST B	AC / Cold Mix Overlays Dairyville Area	Approximately 10 Miles	
	AC / Cold Mix Overlay Vina Area	Approximately 10 Miles	$ 1,456,335.17
	AC / Cold Mix Overlays Antelope Area	Approximately 10 Miles	
DIST C	AC/ Cold Mix Overlays Capay Area.	Approximately 15 Miles	
	AC Overlay Black Butte Rd	Approximately 7 Miles	
	AC Overlay 99W Corning City Limits to Glenn County Line	Approximately 6.5 Miles	$ 1,456,335.16
	AC Overlay Rawson Rd	Approximately 5 Miles	
BRIDGE	Redeck Bridges & Widen 6th Avenue		$ 155,000.00
Paint & Signs	Paint, Striping, and Sign Replacement for Roads Listed		$ 210,000.00
Spray	Roadside Vegetation Management		$ 130,278.00
Fixed Asset	1 EA | Skid Steer Broom Attachment		$ 20,000.00
Capital Projects	Estimated Local Match Requirements for Federal Construction Projects		$ 27,771.00
Disaster Recovery	Kendrick Creek Bridge @ Newville Rd.		$ 235,000.00
Disaster Recovery	Park Fire Recovery Projects - Local Match		$ 119,337.50
Disaster Recovery	Storm Damage Repair Projects - Local Match		$ 178,886.00
Subtotal	Disaster Recovery Projects		$ 533,223.50
Subtotal	Road & Bridge Maintenance, Rehabilitation & Preservation		$ 4,864,283.50
Subtotal	Fixed Assets		$ 20,000.00
Subtotal	Capital Projects		$ 27,771.00
		Total Estimates FY26-27	**$ 5,445,278.00**

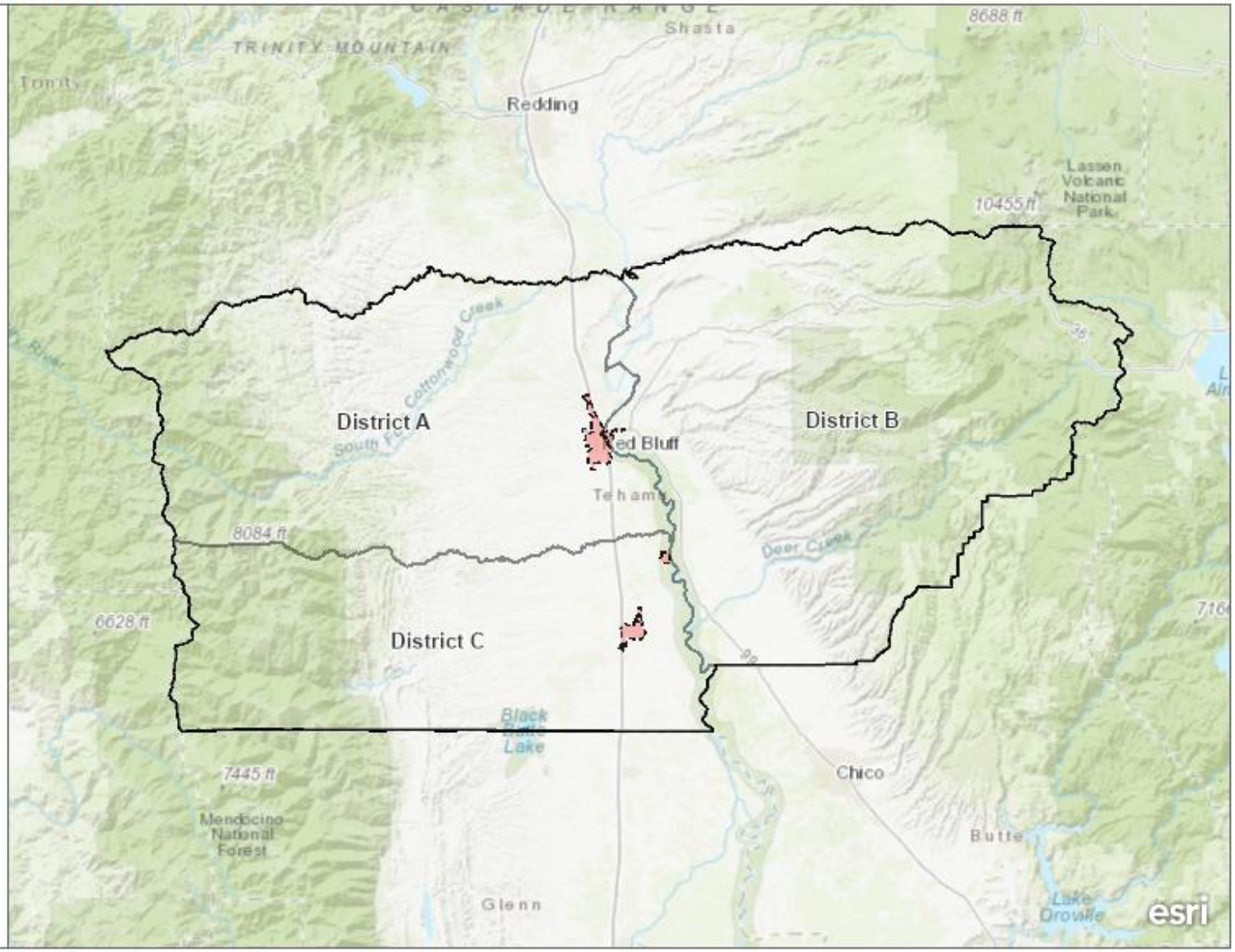
Tehama County Road Maintenance Districts

Maintenance Districts

- District A
- District B
- District C

City Boundaries

County Boundary



This map shows various boundaries within Tehama County.

Esri, HERE, Garmin, FAO, USGS, NGA, EPA, NPS

Tehama County

Agenda Request Form

File #: 26-1056 **Agenda Date:** 6/23/2026 **Agenda #:** 34.

PUBLIC WORKS / PERSONNEL - Interim Director Tom Provine

Requested Action(s)
a) OTHER THAN “A” STEP - Request approval to appoint the candidate as an Accounting Technician III at Salary Range 26, Step E, effective 6/28/26 or upon successful completion of all pre-employment requirements

Financial Impact:
The annual base salary for a full-time Accounting Technician III Step E, is $61,609.60, a $10,920 increase over that of a Step A. The Department has sufficient 2025/2026 fiscal year funding budgeted for appointment at Step E.

Background Information:
The candidate had fourteen years of government experience in both Tehama and Shasta Counties as an Auditor-Accountant, Auditor-Accountant Supervisor and most recently an Accountant III. The candidate has good experience in payroll functions, budgets, financial reporting, reconciliation, auditing, is proficient with Excel and has exposure to CAMS, Public Works’ financial software. In previous experience with Tehama County, the candidate reconciled revenue, expenditures and technical transactions, as well as preparing financial statements. Proficiency with these essential functions of the position makes them the ideal candidate for this position. This candidate was considered the highest-ranking candidate during the application process for this position and has agreed to employment at the negotiated rate within the Tehama County salary scale. The candidate’s training and experience far exceeds that of an entry-level employee. Public Works would like to realize the opportunity to appoint a highly qualified candidate such as this.

The Personnel Office has reviewed the candidate’s qualifications and agrees with placement at Salary Range 26, Step E, 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: Tehama County Public Works
TO: Board of Supervisors/Personnel Office

RE: Request approval of the Personnel Action Form appointing the applicant in the following classification:
Accounting Technician III 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. $ 24.37 Step A Request: $ 29.62 Step E

2. Total applications received during recruitment for this position: 12
Total number of "qualified" applicants: 5

3. Justification for requesting higher step than A:
The candidate has fourteen years of government experience in both Tehama and Shasta Counties as an Auditor-Accountant, Auditor-Accountant Supervisor and most recently and Accountant III. The candidate has good experience in payroll functions, budgets, financial reporting, reconciliation, auditing, is proficient with Excel and has exposure to CAMS, Public Works' financial software. In previous experience with Tehama County, the candidate reconciled revenue, expenditures and technical transactions, as well as preparing financial statements. Proficiency with these essential functions of the position makes them the ideal candidate for this position. This candidate is considered the highest-ranking candidate and has agreed to employment at the negotiated rate within the Tehama County pay scale.
The candidate's experience far exceeds that of an entry level employee. Public Works would like to capitalize on the opportunity to appoint this highly qualified candidate.

4. How has the Department budgeted for this additional cost?
The annual base salary for this 1.0 FTE at Step B is $61,609.60, $10,920 greater than Step A. The Department has sufficient funding budgeted for appointment at Step E for the fiscal year 2025/2026.

I hereby certify that to the best of my knowledge, the information provided above is a true and accurate representation of all the material facts which should be considered with this request.

Department Head Signature

Tehama County

Agenda Request Form

File #: 26-1078 **Agenda Date:** 6/23/2026 **Agenda #:** 35.

TEHAMA COUNTY SANITATION DISTRICT 1 - Interim Director Tom Provine

Requested Action(s)
a) NOTICE OF COMPLETION - Request approval for the Chair to sign the Notice of Completion for the Mineral Sanitation District Sewer Rehabilitation Project as contracted by Outback Construction Inc

Financial Impact:
The project was funded in part through an American Rescue Plan Act (ARPA) and the District's reserve funds. These reserve funds are designated for infrastructure repairs, maintenance, and capital improvement projects and were appropriately utilized to complete this project.

Background Information:
Tehama County utilized its Job Order Contract (JOC) program on behalf of the Mineral Sanitation District to complete a sewer rehabilitation project within the District's collection system. Outback Construction Inc. served as the prime contractor and The Trenchless Company served as the specialty subcontractor for the rehabilitation work. Construction activities commenced on September 22, 2025, and were substantially completed on September 26, 2025. The scope of work included cured-in-place pipe (CIPP) lining, localized spot repairs, and manhole rehabilitation at various locations throughout the collection system. On December 23, 2025, following a period of elevated flows to the wastewater treatment plant, District Plant Operator Speero Tannous conducted an inflow and infiltration (I&I) investigation to identify potential sources of groundwater infiltration into the collection system. The investigation determined that ten (10) of the fifteen (15) rehabilitated manholes exhibited failures of the epoxy liner system, allowing groundwater infiltration through the rehabilitated structures. The County subsequently notified the prime contractor of the observed deficiencies and initiated the repair process in accordance with the contract requirements. Following a reduction in seasonal groundwater flows, District staff conducted a comprehensive CCTV inspection of all locations where CIPP lining, and spot repairs had been installed. The inspection determined that all CIPP-lined segments and spot repair locations were performing as intended and exhibited no defects, failures, or signs of infiltration. Due to weather-related constraints and discussions regarding the appropriate repair methodology, corrective work was scheduled and performed beginning March 2, 2026. Representatives from Outback Construction, Inc., The Trenchless Company, Avanti International, Sherwin-Williams, and County staff were present during the repair activities. The repair consisted of the following corrective measures:

- Installation of pressurized curtain grout to encapsulate the affected manhole structures and eliminate groundwater infiltration;
- Removal of loose and delaminated epoxy coating through abrasive blasting;
- Surface preparation to remove the slick outer layer of the existing epoxy coating and promote proper adhesion of the replacement coating system;
- Reapplication of the epoxy liner system; and

- Scheduled follow-up inspections for one week and ninety days following completion of repairs.

Repair activities were completed on March 11, 2026. A one-week follow-up inspection was conducted on March 16, 2026, and no defects, infiltration, coating failures, or other deficiencies were observed. A subsequent ninety-day inspection was conducted on June 1, 2026, and confirmed that all repaired manholes remained in satisfactory condition with no evidence of defects or infiltration. Based upon the successful completion of the repairs and satisfactory results of the follow-up inspections, Engineering and District staff recommend acceptance of the project effective June 1, 2026. Acceptance of the work on this date will be established June 1, 2026, as the commencement date of the one-year warranty period for both the prime contractor and subcontractor.

PROJECT IMPROVEMENTS Completed:

- Cured-In-Place Pipe (CIPP) Lining
- Easement MH 75 to MH 76 - 120 LF
- Easement MH 76A to MH 77 - 100 LF
- Beresford Way to Husky Way, MH 51 to MH 50 - 300 LF Spot Repairs (Hammer Head Epoxy Liner, 4-Foot Sections)
- Easement MH 73B to MH 74
- Easement MH 74 to MH 75
- Easement MH 76 to MH 76A
- Scenic Avenue MH 43 to MH 42
- Battle Creek Avenue MH 63A to MH 63
- Battle Creek Avenue MH 65 to MH 64Manhole Rehabilitation (Curtain Grout and Spray-Applied Epoxy Liner)
- MH 34, MH 39, MH 43, MH 44, MH 45, MH 46, MH 48, MH 50A, MH 57, MH 59, MH 60, MH 61, MH 62, MH 64, MH 65

WHEN RECORDED MAIL TO:

County of Tehama
727 Oak Street
Red Bluff, CA 96080

Space Above for Recorder's Use

NOTICE OF COMPLETION

0102-95224-Mineral Sanitation Sewer Rehab Project

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is: COUNTY OF TEHAMA

3. The FULL ADDRESS of the OWNER is: 727 OAK STREET, RED BLUFF, CA 96080

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: In fee.
N/A
If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or lessee.")

5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES	ADDRESSES
N/A	

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES	ADDRESSES
N/A	

7. A work of improvement on the property hereinafter described was completed: June 1, 2026

8. The work of improvement completed is described as follows: Mineral Sanitation District boundaries Cured-In-Place Pipe (CIPP) Easement MH 75- MH 76 (120 LF), Easement MH 76A – MH 77 (100 LF), Beresford Way to Husky Way MH 51 – MH 50 (300 LF). 4' Spot Repairs (Hammer Head Epoxy Liner) Easement MH 73B – MH 74, MH 74 – MH 75, MH 76 – MH 76A, Scenic Ave MH 43 – MH 42, Battle Creek Ave MH 63A – MH 63, MH 65 – MH 64. Manhole Rehab (Curtain Grout and Spray Epoxy Liner) (MH) MH 34, MH 39, MH 43, MH 44, MH 45, MH 46, MH 48, MH 50A, MH 57, MH 59, MH 60, MH 61, MH 62, MH 64, MH 65.

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: Outback Construction Inc.

10. The street address of said property is: N/A

11. The property on which said work of improvement was completed is in the County of Tehama, State of California.

	Red Bluff, California	
Date	Place	(Signature of person signing on behalf of Owner) Chairman, Board of Supervisors County of Tehama

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the CHAIRMAN OF THE TEHAMA COUNTY BOARD OF SUPERVISORS of the afore said interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

	Red Bluff, California	
Date	Place	Chairman, Board of Supervisors County of Tehama

Tehama County

Agenda Request Form

File #: 26-0933 **Agenda Date:** 6/23/2026 **Agenda #:** 36.

DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES - Chief Administrator Gabriel Hydrick

Requested Action(s)
a) OTHER THAN "A" STEP - Request approval to appoint the applicant as Animal Care Attendant, Range 10, Step E, effective 6/16/26, or upon successful completion of all pre-employment requirements

Financial Impact:
The increased salary associated with this request will be absorbed by utilizing existing salary savings. The Department currently has salary savings resulting from vacant positions, which are expected to offset the additional personnel costs. Should additional funding be needed, the Department will incorporate the necessary adjustments during the Adopted Budget process. As a result, no immediate additional General Fund appropriation is anticipated.

Background Information:
The candidate possesses extensive experience in a related field, with approximately 10 years of veterinary clinic experience, and has recently obtained their Registered Veterinary Technician (RVT) license. Their combination of professional experience, technical expertise, and licensure brings significant value to the Department and supports placement above the entry-level step.

Personnel has reviewed the candidate's qualifications, skills, and experience and concurs with placement at a Range 10, Step E, effective June 16, 2026, or 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:

TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Animal Care Attendant 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. $ 17.23 Step B Request: $ 19.95 Step E

2. Total applications received during recruitment for this position: 18
   Total number of "qualified" applicants: 7

3. Justification for requesting a higher step than A:
The candidate is being recommended for a higher rate of pay based on their extensive kennel and veterinary experience, as well as their recent attainment of a Registered Veterinary Technician (RVT) license. The candidate brings approximately 10 years of hands-on experience working in a variety of veterinary clinic settings, where they have developed strong technical skills, medical knowledge, and the ability to work efficiently in high-demand environments. This background will allow the candidate to make an immediate contribution to the department with minimal training.

4. How has the Department budgeted for this additional cost?

The additional costs can be absorbed through existing salary savings resulting from currently vacant positions. Additional budget adjustments for the physical year 2027 will be incorporated during the adopted budget process.

Department Head Signature

Tehama County

Agenda Request Form

File #: 26-1036 **Agenda Date:** 6/23/2026 **Agenda #:** 37.

DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES - Chief Administrator Gabriel Hydrick

Requested Action(s)
a) OTHER THAN "A" STEP - Request approval to appoint the applicant as Animal Services Coordinator, Range 20, Step D, effective 6/30/26, or upon successful completion of all pre-employment requirements

Financial Impact:
The increased salary associated with this request will be absorbed by utilizing existing salary savings. The Department currently has salary savings resulting from vacant positions, which are expected to offset the additional personnel costs. Should additional funding be needed, the Department will incorporate the necessary adjustments during the Adopted Budget process. As a result, no immediate additional General Fund appropriation is anticipated.

Background Information:
The candidate possesses extensive experience in a related field, including two years in a Brand Inspector's Office, four years as a Predator Control Technician on a military base, and six months as an Animal Control Officer. Their combination of professional experience, specialized knowledge, and field expertise brings significant value to the Department and supports placement above the entry-level step.

Personnel has reviewed the candidate's qualifications, skills, and experience and concurs with placement at Range 20, Step D, effective 6/30/26, or 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:

TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Animal Services Coordinator 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. 21.01 Step A Request: $ 24.32 Step D

2. Total applications received during recruitment for this position: 4
   Total number of "qualified" applicants: 11

3. Justification for requesting higher step than A:
The candidate brings significant relevant experience to the position, including two years in a Brand Inspector's Office, four years as a Predator Control Technician on a military base, and six months as an Animal Control Officer. The candidate's diverse background has provided specialized skills and knowledge that will allow them to contribute effectively with minimal training. Personnel has reviewed the candidate's qualifications and experience and supports placement above Step A.

4. How has the Department budgeted for this additional cost?
The additional costs can be absorbed through existing salary savings resulting from currently vacant positions. Additional budget adjustments for the physical year 2027 will be incorporated during the adopted budget process.

Department Head Signature

Tehama County

Agenda Request Form

File #: 26-1107 **Agenda Date:** 6/23/2026 **Agenda #:** 38.

BOARD OF SUPERVISORS

Requested Action(s)
a) ORDINANCE - Request the adoption of an Ordinance extending just cause eviction and rent stabilization protections to tenants residing in mobile home parks within the unincorporated areas of Tehama County

1) Waive the first reading
2) Accept the introduction

Financial Impact:
The fiscal impact is unknown at this time.

Background Information:
On July 22, 2025, the Board of Supervisors received a request regarding rent stabilization measures applicable to mobile home parks within the unincorporated area of the County. Based on the information gathered and ongoing community interest regarding mobile home housing affordability and tenant protections, the Mobile Home Park Rent Stabilization Ad hoc with assistance from County Counsel drafted the Just Cause Eviction and Rent Stabilization Protections Ordinance for Board consideration.

The potential fiscal impacts may include administrative costs associated with ordinance implementation, complaint review, hearings, enforcement, and ongoing program administration. Depending on the administrative framework adopted by the Board, additional staffing resources may be necessary to support implementation and ongoing operations.

Due to the unknown fiscal impact of the adoption and implementation of this Ordinance, the Board may wish to consider an implementation model similar to that utilized by the Board of Equalization (BOE) or another agency-administered approach, which could reduce the need for dedicated County staffing and associated long-term personnel costs.

Should the County establish a stand-alone administrative program, additional personnel may be required during the initial implementation phase. However, workload demands may decrease following program rollout, potentially resulting in staffing needs that are not sustained over the long term. As such, the selected implementation model will have a significant effect on both the short- and long-term fiscal impacts of the Ordinance.

ORDINANCE NO.

AN ORDINANCE OF THE COUNTY OF TEHAMA ADDING CHAPTER 10.18 TO THE TEHAMA COUNTY CODE TO EXTEND JUST CAUSE EVICTION AND RENT STABILIZATION PROTECTIONS TO TENANTS RESIDING IN MOBILEHOME PARKS

THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA ORDAINS AS FOLLOWS:

Section 1. Findings and Purpose.

1. The Board of Supervisors finds that maintaining stable, fair, and predictable housing costs and occupancy protections for residents of Mobilehome Parks is necessary to promote public health, safety, and welfare, while preserving incentives for continued investment and operation of Mobilehome Parks within the unincorporated area of Tehama County.

2. The purpose of this ordinance is to extend, on a prospective basis, just cause eviction and rent stabilization protections modeled on California's Tenant Protection Act of 2019 (AB 1482), as amended from time to time, to tenancies involving the rental of Mobilehome Spaces in Mobilehome Parks, while providing a clear process by which park owners may request exemptions or adjustments, subject to defined criteria and County review.

3. This ordinance is intended to balance the interests of tenants and park owners by aligning rent stabilization and just cause requirements with continued operation and reinvestment in Mobilehome Parks, and by requiring a time-limited expiration and Board review to allow course correction if unintended consequences arise.

Section 2. Addition of Chapter [to be assigned], "Mobilehome Park Tenant Protections."

10.18.01 Definitions. For the purposes of this Chapter:

1. "Mobilehome" has the meaning set forth in California Civil Code Section 798.3.
2. "Mobilehome Park" has the meaning set forth in California Civil Code Section 798.4.
3. "Owner" means the owner or operator of a Mobilehome Park, or any person authorized to act on the owner's behalf.
4. "Space" means a site within a Mobilehome Park designated for the placement of a Mobilehome.
5. "Effective Date" means the date this ordinance takes effect as set forth in Section 5.

10.18.002 Purpose, Applicability, and Incorporation of State Law.

1. Purpose. This Chapter extends to tenants of Mobilehome Spaces in Mobilehome Parks the rent stabilization and just cause for eviction protections provided under the

California Tenant Protection Act of 2019 (AB 1482), codified at Civil Code Sections 1946.2 and 1947.12, as amended from time to time.

2. Applicability. This Chapter applies to the rental of a Mobilehome Space in a Mobilehome Park within the unincorporated area of Tehama County where the Space is the tenant's principal residence.

3. Incorporation by Reference. Except as otherwise provided in this Chapter, the provisions of California Civil Code Sections 1946.2 (just cause for termination) and 1947.12 (rent caps), including definitions, procedures, notice requirements, relocation assistance obligations, and remedies, are incorporated by reference and shall apply to covered Mobilehome Space tenancies as if fully set forth herein.

4. Prospective Application. This Chapter applies only to rent increases noticed or effective, and termination notices served, on or after the Effective Date. Existing rental agreements are not impaired, but this Chapter applies upon renewal, extension, or amendment of such agreements.

5. Transfer of Occupancy. Upon transfer of occupancy to a new tenant, rent regulations under this Chapter continue to apply, and the initial rent shall be established consistent with California Civil Code Section 1947.12.

10.18.03 Exemptions and Adjustments.

1. Application for Relief. An Owner may apply to the Planning Director for an adjustment to the annual rent cap, a capital improvement surcharge, or a hardship exemption. Applications shall be on forms prescribed by the County and shall include financial documentation sufficient to demonstrate the need for relief.

2. Criteria. Relief may be granted where the Owner demonstrates that: (a) the relief is necessary to obtain a fair and reasonable return or to recover costs of qualifying capital improvements; (b) the relief is reasonably tailored in scope and duration; and (c) the Owner has not engaged in conduct designed to evade this Chapter.

3. Decision and Appeal. The Planning Director shall issue a written decision within 60 days of a complete application. An Owner or affected tenant may appeal to the Board of Supervisors within 15 days.

4. Regulations. The Board may adopt regulations establishing procedures, filing fees, notice requirements, and other details for the administration of this section.

10.18.04 Administration and Enforcement.

1. Administration. The Planning Director shall administer this Chapter and may adopt forms, guidance, and regulations consistent with its terms.

2. Enforcement. The County may enforce this Chapter through administrative action, civil proceedings, or any other remedy authorized by law. Tenant remedies under state law remain available.

3. Retaliation Prohibited. An Owner shall not retaliate against a tenant for exercising rights under this Chapter.

10.18.05 Expiration and Review.

1. Expiration. This Chapter shall expire on twenty-four (24) months after passage, unless extended by ordinance.

2. Review. At least **90 days** before the expiration date, staff shall present a report to the Board evaluating impacts on rent levels, park operations, tenant stability, and exemption activity, and recommending whether to extend, modify, or allow this Chapter to expire.

10.18.06 Severability. If any provision of this Chapter is held invalid, the remaining provisions shall remain in full force and effect.

Section 3. Conforming Amendments. The Tehama County Code is amended to add Chapter 10.18 as set forth in Section 2 of this ordinance.

Section 4. Implementation; Regulations. The Planning Director is authorized to take administrative actions necessary to implement this ordinance, including adopting forms, procedures, and guidance.

Section 5. Effective Date; Publication. This ordinance shall take effect thirty (30) days after the date of final passage, and, together with the names of the members of the Board of Supervisors voting for and against the ordinance, shall be published in a newspaper of general circulation at least once before the expiration of fifteen (15) days from the date of passage.

PASSED AND ADOPTED this [**day**] day of [**month**] 2026, by the Tehama County Board of Supervisors, State of California, by the following vote:

AYES:
NOES:
ABSENT:

COUNTY OF TEHAMA

By: _____
Tom Walker, Chair
Tehama County Board of Supervisors

ATTEST:

By: _____
CLERK OF THE BOARD

APPROVED AS TO LEGAL FORM

By: _____
OFFICE OF THE COUNTY COUNSEL

E-Contract Review
Approval as to Form

Department Name: Tehama County Code

Vendor Name: Board of Supervisor

Contract Description: For the purpose of extending just cause eviction and rent stabilization protections to tenants residing in mobilehome parks.

APPROVED AS TO FORM:



Date: 06/11/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1016 **Agenda Date:** 6/23/2026 **Agenda #:** 39.

CLOSED SESSION

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Management Employees Association

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-1019 **Agenda Date:** 6/23/2026 **Agenda #:** 40.

CLOSED SESSION

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Deputy Sheriff's Association

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-1020 **Agenda Date:** 6/23/2026 **Agenda #:** 41.

CLOSED SESSION

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Peace Officers Association

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-1021 **Agenda Date:** 6/23/2026 **Agenda #:** 42.

CLOSED SESSION

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Joint Council of IUOE, Local 39

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-1092 **Agenda Date:** 6/23/2026 **Agenda #:** 43.

CLOSED SESSION

Requested Action(s)

a) Liability Claims Pursuant to Government Code 54956.95

Claimant: Emily Cain

Agency claimed against: Tehama County

Financial Impact:

Click here to enter Financial Impact.

Background Information:

Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-1095 **Agenda Date:** 6/23/2026 **Agenda #:** 44.

CLOSED SESSION

Requested Action(s)
a) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Case Name: Bline. v. County of Tehama; Worker's Compensation Appeals Board Case No. ADJ13052954, ADJ15229447, and ADJ15972442.

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-1109 **Agenda Date:** 6/23/2026 **Agenda #:** 45.

CLOSED SESSION

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

Title: Part 1 of the Chief Probation Officer Annual Performance Evaluation Process

Financial Impact:
None.

Background Information:
None.