



Tehama County Department of Education

Jared Caylor
Tehama County
Superintendent of
Schools

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MEMORANDUM OF UNDERSTANDING

AGREEMENT BETWEEN THE TEHAMA COUNTY DEPARTMENT OF EDUCATION AND COUNTY OF TEHAMA Proposition 47 – Cohort 5

PARTIES

This Agreement is by and between the **Tehama County Department of Education** ("TCDE") and the **County of Tehama, through the Tehama County Health Services Agency** ("County"), whereby the parties agree and contract as more fully set forth below supplying 1 FTE Drug & Alcohol Counselor for Substance Use Disorder support services.

RECITALS

The TCDE is the recipient of grant funding approved by the **Board of State and Community Corrections (BSCC)**. The BSCC administers grants designed to reduce recidivism and address juvenile justice and delinquency prevention, sets standards for training and operations of local corrections facilities, promulgates regulations, inspects detention facilities, and administers the lease-revenue bond process for local jail improvements.

The grant funding received by TCDE is derived from savings in correction costs made part of Proposition 47. Proposition 47 directs sixty-five percent of overall state savings to the BSCC to fund grants for mental health and substance-use disorder treatment. Assembly Bill 1056 added housing assistance and job training to the eligible funding criteria. The bill targets services for people "who have been arrested, charged with, or convicted of a criminal offense and have a history of mental health issues or substance use disorders."

The amount of grant funds awarded to TCDE for the Tehama County Project RESTORE is eight million dollars (\$8,000,000), which shall implement an adolescent and young adult diversion program based on the Michigan State model, provide mental health and substance-abuse treatment with coordinated care including housing, education, employment services, and behavioral support to youth and individuals up to age 30.

The Cohort 5 grant cycle begins October 1, 2025 and ends June 30, 2029. Project activity begins for Cohort 5 on March 2, 2026 and ends December 31, 2028. January 1, 2029 – June 30, 2029 is reserved for completion of the Final Local Evaluation Report and financial audit.

AGREEMENT

1. Incorporation of Recitals

The parties incorporate the Recitals as though fully set forth herein.

2. Services

County will provide for the BSCC Proposition 47 **Cohort 5** grant cycle, including but not limited to the following:

1. Provide 1.0 FTE Drug & Alcohol Counselor for Substance Use Disorder support services.
2. Screening and/or assessment of clients to determine the presence and severity of substance use disorders.
3. Research, collect, and assess familial and environmental factors that may contribute to substance abuse.
4. Development of individualized treatment plans for Prop 47 clients with substance use disorders.
5. Delivery of age-appropriate group and individual substance use recovery services and integrated family-based programming.
6. Maintain sufficient records to document time spent by personnel assigned to provide services pursuant to this agreement.
7. Facilitate Moral Reconciliation Therapy and/or Seeking Safety to address criminogenic thinking and trauma related to substance use.
8. Be responsible for and shall verify that as such certified personnel maintain their Certification throughout the provision of services under this agreement.
9. Provide data collection, online case management system, and quarterly reports in collaboration with the Center for Evaluation and Research.
10. Participate in continuous improvement subcommittee meetings.
11. Participate in the Tehama County Prop 47 Advisory Committee (Quarterly) and all BSCC-mandated meetings.
12. Immediately advise TCDE of any significant problems or changes arising during the project.

13. Operate within the guidelines of the Prop. 47 approved project plan based on the project proposal and comply with all requirements as per the BSCC and Grant guide.

3. Deliverables

TCHSA shall provide the following deliverables:

- **Quarterly Progress Reports – Due per Cohort 5 schedule in Exhibit A**
 - TCHSA will provide the following data each month to the Center for Evaluation and Research (CER) including at minimum: (i) a running total of the number of youth assessed and/or Prop. 47 youth receiving substance use recovery services; (ii) a description of services provided; (iii) number of Restore youth that completed MRT; (IV) number of Restore youth that exited MRT without completion. Including last step completed; (v) any challenges or successes that the drug and alcohol counselor may have experienced during the monthly reporting period.
- **Invoicing – Quarterly** as per Exhibit A.
 - Invoices should include all back to support expenditures including receipts, time sheets, etc. Back up should be in alignment with approved project plan.
- **Payments – TCDE will process invoices and payments for approved expenditures within 30 days of receipt.**

All deliverables must be submitted to TCDE and the Center for Evaluation and Research at least **four weeks** before BSCC deadlines.

4. Invoice and Payment Schedule

- TCHSA will invoice for services as indicated in the Grant Application and Budget based on actual costs incurred. TCHSA will bill quarterly in arrears following the **Cohort 5 progress report and invoicing schedule** in Exhibit A.
- Invoices must include an accounting of time spent on services and supporting documentation not to exceed \$415,104 for the entirety of the grant term.

- County 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 shall have no claim against TCDE for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by County after the expiration or other termination of this Agreement. County shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and County agrees that TCDE has no obligation, whatsoever, to compensate or reimburse County for any expenses, direct or indirect costs, expenditures, or charges of any nature by County that exceed the Maximum Compensation amount set forth above. Should County receive any such payment it shall immediately notify TCDE and shall immediately repay all such funds to TCDE. This provision shall survive the expiration or other termination of this Agreement.
- TCDE will not reimburse TCHSA for ineligible costs. If ineligible costs are identified, TCDE may withhold future payments or require repayment.
- All expenditures must follow the BSCC Grant Administration Guide.
- Any incentives, equipment, or rewards require prior written approval from TCDE and BSCC.
- TCHSA agrees that in the event of any inconsistency between this Agreement and TCDE's Cohort 3 Proposition 47 Grant Agreement with the BSCC, the language of the TCDE's Cohort 3 Proposition 47 Grant Agreement with the BSCC will prevail.
- Grant funds shall not supplant federal, state, or local funds.

5. Term

The term of this Agreement shall commence **October 1, 2025**, and unless sooner terminated, shall end **June 30, 2029**.

- **Project activity for C5 begins March 2, 2026**
- **Project activity for C5 ends December 31, 2028**
- **January 1, 2029 – June 30, 2029** is limited to completion of the Final Local Evaluation Report and financial audit

6. Record Keeping

TCHSA shall maintain all records for audit purposes for a minimum of **three (3) years after grant closeout**, consistent with Cohort 5 requirements:

- A. Maintain an official project file containing all grant documentation. B.

Maintain separate accounting records for all project funds. C. Maintain personnel time and effort documentation. D. Maintain documentation of donated goods/services. E. Protect records from damage and maintain a location index if stored off-site. F. Make all records available for inspection by BSCC or state auditors.

7. Termination

Notwithstanding any other provision of this Agreement, this Agreement may be terminated: (a) by the mutual agreement of both parties; (b) by either party if one party commits a material breach of any of the terms or provisions of this Agreement and does not cure such breach within ten (10) days after receipt of written notice given by the other party; (c) by either party with 60 days prior written notice; or (d) immediately upon notice of insufficient funds by the BSCC.

TCDE shall pay County for all work satisfactorily completed as of the date of notice. County or TCDE may terminate this Agreement immediately upon oral notice should funding/staffing cease or be materially decreased, or should the Tehama County Board of Supervisors or TCDE fail to appropriate sufficient funds for this Agreement in any fiscal year. The County's right to terminate this Agreement may be exercised by its Executive Director.

Upon expiration or termination of this Agreement for any reason, or at any other time, TCHSA shall **within 30 days** after such expiration or termination:

- Deliver to TCDE all Deliverables (as set forth in the Scope of Work, whether complete or incomplete);
- Deliver to TCDE all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Material;
- Permanently erase all Confidential Material from RESTORE's servers, computers, or other device systems; and
- Certify in writing to TCDE that TCHSA has complied with the requirements of this clause.

8. TCHSA Compliance with Law and Relationship of Parties / Independent Contractor Status

TCHSA represents that it and all TCHSA personnel will perform services in conformance with all state and federal laws, rules, regulations, and codes of ethics applicable to the Scope of Work. TCHSA shall comply with all regulations and requirements applicable to the Grant Funds, including but not limited to:

- Being duly organized, existing, and in good standing
- Registration with the California Secretary of State
- Retention of a valid business license in Tehama County
- All licenses and certifications necessary to provide the Services

TCHSA shall maintain complete records evidencing compliance.

Nothing in this Agreement shall be construed to create an employer-employee relationship between TCDE and TCHSA personnel. A copy of any contract between TCHSA and any Case Coordinator shall be shown to TCDE for review and comment before signature. Case Coordinator Agreements must expressly state that TCDE is not part of a joint venture or employment relationship.

TCDE and County shall, during the entire term of this Agreement be construed to be independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow one entity, over the other, to exercise discretion or control over the professional manner in which the other performs the services which are the subject matter of this Agreement. The sole interest of the TCDE and County is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. County shall not be eligible for coverage under the TCDE's Workers Compensation Insurance Plan nor shall County be eligible for any other TCDE benefit.

9. Indemnity, Defense, and Hold Harmless

TCHSA shall indemnify, defend, and hold TCDE harmless from any and all matters, claims, losses, fees, awards, injury, liability, judgments, harm, or any other matter arising under the performance of this contract, including actions or inaction of TCHSA, its agents, employees, case coordinators, mentors, or any person made part of the RESTORE program through TCHSA.

This indemnity is intended to be all-encompassing and relates back to the date work first commenced by TCHSA (March 1, 2026).

10. Insurance

TCHSA shall secure and maintain the following insurance:

A. Required Coverage

- Commercial General Liability:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
- Workers' Compensation and Employers' Liability:
 - \$1,000,000 per occurrence
- Comprehensive Automobile Liability:
 - \$1,000,000 combined single limit
- Errors and Omissions Coverage:
 - Amounts competitive within the industry

B. Required Endorsements

- TCDE must be named as an additional insured
- TCHSA's insurance is primary; TCDE's insurance is excess
- Coverage applies separately to each insured
- 30 days' prior written notice required for cancellation or reduction

C. Carrier Rating

- Insurers must have an AM Best rating of **A-VII or higher**

D. Certificates

- TCHSA shall designate TCDE as Certificate Holder
- Certificates and endorsements must be approved by TCDE's Risk Manager before services begin

E. No Limitation

Insurance requirements do not limit TCHSA's liability under this Agreement.

F. Background Check & Fingerprinting

Effective January 1, 2022, as per AB 130, the requirements of Education Code section 45125.1 were expanded to apply to all contracts. That said, all entities that have contracts with a school district, county office of education (TCDE), or charter school (each an LEA), where the entity or its employees will interact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee, must ensure that they have a valid criminal records summary for the contracting entity and all employees that may interact with students under the above circumstance. The updated Education Code

45125.2 maintains the "limited contact" clause for construction, reconstruction, rehabilitation, and repair contracts, exempting construction contractors from Education Code 45125.1 if the contracting entity utilizes one of the three methods specified in Education Code section 45125.2. Furthermore, as of September 2022, the Department of Justice has enacted SB 731 which modifies the law that controlled substance offenses do not automatically disqualify an applicant from obtaining a credential or employment with a LEA. The California Commission on Teacher Credentialing (CTC) may issue a credential if: the applicant has been rehabilitated for at least five years, has received a certificate of rehabilitation and pardon, or that the person has been release from all penalties pursuant to Penal Code section 1203.4. Moreover, this amends a recent law blocking employers, including LEAs, from accessing various criminal records. SB 731 allows LEAs to have access to criminal offenses that include violent crimes and may use such information in making employment decisions. As an entity entering into a contract with TCDE, JTC agrees to ensure all staff who will interact with students outside of the immediate supervision and control of the student's parent or guardian or a school employee will undergo a DOJ criminal background check and fingerprinting prior to providing any services. JTC must submit the required certification including any information about arrests and convictions immediately to TCDE and prior to providing services.

11. Conflict with BSCC Agreement

If any provision of this Agreement conflicts with the BSCC Agreement, the BSCC Agreement governs. TCHSA shall immediately notify TCDE of any problems or changes affecting the BSCC Agreement.

12. California Law

This Agreement shall be interpreted and governed under California law. Any lawsuit shall be filed and completed in the **Superior Court of Tehama County**.

13. Non-Assignment Clause

TCHSA may not assign, delegate, or transfer this Agreement or any rights or duties without TCDE's written consent.

14. Amendment

This Agreement may only be modified by a written amendment executed by authorized representatives of both parties.

15. TCHSA Independent Contractor

TCHSA is an independent contractor and not an officer, agent, or employee of TCDE.

16. Advice of Counsel

Each party warrants that it has full knowledge of its rights and has received independent legal advice regarding this Agreement.

17. Provisions Severable

If any provision is held invalid, the remainder of the Agreement remains in full force and effect.

18. Fees and Costs

The prevailing party in any action to enforce or interpret this Agreement is entitled to reasonable attorney's fees and costs.

19. Time of the Essence

Time is of the essence in the performance of all terms and conditions.

20. Captions

Captions and headings are for convenience only and do not affect interpretation.

21. Authority

Each party represents that the individuals signing have full authority to execute this Agreement.

22. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements.

23. Binding Agreement

This Agreement is binding upon the parties and their successors and assigns.

24. CEQA

TCDE has determined that this matter is not subject to the California Environmental Quality Act.

25. Non-Discrimination Clause

During the performance of this Agreement, TCHSA shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age sexual orientation, or military and veteran status. TCHSA shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

TCHSA and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.S), and the regulations or standards adopted by the awarding state agency to implement such article. TCHSA shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. TCHSA and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

26. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment

orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code;

- The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

27. 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 with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

28. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code § 10353.

29. SPECIAL TERMS AND CONDITIONS FOR SUBCONTRACTORS

TCDE and the BSCC requires all subcontracts on the project to:

Books and Records: Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

Access to Books and Records: Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

Project access: Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

30. ACCOUNTING AND AUDIT REQUIREMENTS

TCHSA agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

31. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been: 1. debarred by any federal, state, or local government entities during the period of debarment; or 2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction. Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation. All Grantees must have on file with the BSCC a completed and signed Certificate of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

32. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Proposition 47 Grant Program Cohort 5 Request for Proposal, Attachment 2: Proposition 47 Grant Program Proposal and Attachment 3: BSCC Grant Guide.

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.

Both parties as certified by the signatures below agree to the provisions of this agreement:

Jared Caylor
Jared Caylor (Mar 20, 2026 13:47:53 PDT)
JARED CAYLOR, Superintendent
Tehama County Department of Education
Mar 20, 2026
Date

Jayme Bottke
JAYME BOTTKÉ, EXECUTIVE DIRECTOR
Tehama County Health Services Agency
3-23-26
Date

EXHIBIT A – REPORTING REQUIREMENTS (COHORT 5)

A. Quarterly Progress Reports and Invoicing

Reporting Period	Due No Later Than
Oct 1–Dec 31, 2025	January 16, 2026
Jan 1–Mar 31, 2026	April 15, 2026
Apr 1–Jun 30, 2026	July 17, 2026
Jul 1–Sep 30, 2026	October 16, 2026
Oct 1–Dec 31, 2026	January 15, 2027
Jan 1–Mar 31, 2027	April 17, 2027
Apr 1–Jun 30, 2027	July 16, 2027
Jul 1–Sep 30, 2027	October 15, 2027
Oct 1–Dec 31, 2027	January 15, 2028
Jan 1–Mar 31, 2028	April 15, 2028
Apr 1–Jun 30, 2028	July 15, 2028
Jul 1–Sep 30, 2028	October 15, 2028
Oct 1–Dec 31, 2028	January 15, 2029
Jan 1 – Mar 31, 2029*	April 15, 2029
April 1, - June 30, 2029*	August 15, 2029

Project activity for Cohort 5 begins March 2, 2026 and ends December 31, 2028.

*** Jan 1–Jun 30, 2029 is for evaluation and audit only. Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included.**

B. Evaluation Documents

- Local Evaluation Plan – **March 31, 2026**
- Final Local Evaluation Report – **June 30, 2029**

C. Other

- Financial Audit – **June 30, 2029**






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Final Audit Report

2026-03-20

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