

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
POOR AND THE HOMELESS TEHAMA COUNTY COALITION, (PATH)**

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and Poor And The Homeless Tehama County Coalition d/b/a PATH, a (“Contractor”) for the purpose of implementing the Behavioral Health Bridge Housing Program Plan to provide housing and/or rental assistance to Tehama County’s homeless population through the use of tiny houses and the purchase of a used modular.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall perform the duties as outlined in the Scope of Work, attached and incorporated hereto as “Exhibit B”. As Contractor will be receiving funding through the Behavioral Health Bridge Housing Program, Contractor shall fully comply with all elements of the Access Agreement, hereto attached and incorporated as “Exhibit D”, upon its full and final execution by the County and State of California.

2. RESPONSIBILITIES OF THE COUNTY

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

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “C”, after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$457,000.00.

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 March 1, 2025, and shall terminate June 30, 2026, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

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

The County's right to terminate this agreement may be exercised by the 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
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If to Contractor:	Poor And The Homeless County Coalition Colleen Lewis 550 Lay Ave. Red Bluff, CA 96080 (530) 736-6524
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Notice shall be deemed to be effective two days after mailing.

19. NON-EXCLUSIVE AGREEMENT

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

20. STANDARDS OF THE PROFESSION

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

21. LICENSING OR ACCREDITATION

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

22. RESOLUTION OF AMBIGUITIES

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

23. NO THIRD-PARTY BENEFICIARIES

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

24. HAZARDOUS MATERIALS

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

25. HARASSMENT

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

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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

27. CONFIDENTIALITY

Notwithstanding any other provision of this Agreement, the CONTRACTOR agrees to protect the confidentiality of any and all patient or client information with which the CONTRACTOR may come into incidental contact in the process of performing its contracted services. The CONTRACTOR shall not retain, copy, use, or disclose this information in any manner for any purpose. Violation of the confidentiality of patient or client information may, at the option of the COUNTY, be considered a material breach of this Agreement.

28. CULTURAL COMPETENCY

Contractor shall ensure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

- A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"
- B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,
- C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
- D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
- E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
- F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

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

29. CODE OF CONDUCT

Code of Conduct

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT

All TCHSA employees and contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Director, the Quality Assurance Manager or the Compliance Auditor.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA.
- Shall notify their Supervisor, Director, Assistant Executive Director or Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA.
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction.
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business.
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA.
- Shall disclose to their Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors.
- Shall not participate in any false billing of patients, governmental entities, or any other party.

- Shall not participate in preparation of any false cost report or other type of report submitted to the government.
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA.
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter.
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures.
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct.
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures.
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

30. EXHIBITS

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

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

Date: 3-26-25 Jayme S. Bottke
 Jayme S. Bottke, Executive Director

Date: 03/26/25 Colleen Lewis
 Colleen Lewis, Executive Director

113673
 Vendor Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

Exhibit B



PATH Navigation Center P.O. Box 315 Red Bluff, CA 96080 550 Lay Ave. Red Bluff, CA 96080 (530)727-9291

Scope of Work

DHCS Agreement No. 22-20456-BHBH

PATH shall provide the services listed in the BHBH Budget Justification under Section B. subsection a. ii. and iii. To include the following:

- i. The construction of up to five tiny homes.
 - 1. The existing infrastructure in Tehama County does not include adequate existing buildings that can be leased or quickly converted into habitable buildings.
 - 2. The proposed budget also includes funding for ongoing normal repair/maintenance.
- ii. Purchase of mobile home as part of transitional housing program
 - 1. The existing infrastructure in Tehama County does not include adequate existing buildings that can be leased or quickly converted into habitable buildings.
 - 2. The proposed budget also includes funding for ongoing normal repair/maintenance.

PATH shall provide the services listed in the BHBH Budget Justification under Section B. subsection c. ii. to include the following:

- i. **Poor and the Homeless (PATH)** – The subcontractor will have oversight for the construction of the tiny homes and the purchase of a used modular home. PATH is a local non-profit organization that provides services to individuals and families experiencing homelessness. PATH operates a transitional living home for homeless women and their children and a transitional living program for men who are homeless. PATH has future plans to co-locate the tiny homes on the same property as where they maintain transitional housing. The mobile home that will be refurbished is located at the same site within the County.

All temporary and transitional housing clients are provided access to Case Management Services as well as all services provided by PATH Plaza's One Stop Navigation Center.

Exhibit C

Fee Schedule

Tiny Home Homes	\$240,000.00
Purchase of Used Modular	\$212,000.00
Total =	\$457,000.00

Contractor can invoice County for upfront funds up to 90% of the total. Contractor is required to send invoicing that justifies the dollar amounts spent. Upon completion of the project, a settlement to actual cost shall be provided to County, at which time County will pay Contractor up to the total amount based on actual cost. Should the actual cost balance be less than the total of the upfronted funds, Contractor will return the unspent funds to the County.

Exhibit D

ACCESS AGREEMENT

STATEMENT OF INTENT

The purpose of this Access Agreement (this "**Agreement**") is to provide the **State of California ("State") Department of Health Care Services ("DHCS")**, a political subdivision of the State, and any of their authorized representatives with access to the Property (as defined, *infra*) pursuant to that certain Underlying Agreement (as defined, *infra*) by and between Advocates for Human Potential, Inc., a Massachusetts corporation ("**AHP**" as "**Contractor**") which is acting as DHCS' program administrator for the BHBH Program (as defined, *infra*), and , DHCS (as "**Client**") with respect to those certain properties in the County of **Tehama**, as set forth on "**Attachment A**" attached hereto and made a part hereof, herein referred to collectively as, the "**Property**."

THE BHBH PROGRAM

Subcontractor has received funding through the **Behavioral Health Bridge Housing ("BHBH") Program** (the "**BHBH Program**" or "**Program**"). The parties to this agreement are DHCS and **Tehama County** (individually, the "**Subcontractor**" and together with DHCS, the "**Parties**"). The Subcontractor agrees to the following terms as an expressed condition of entering into that certain Subcontract Agreement, including any Attachments and Exhibits thereto with AHP (the "**Underlying Agreement**"), and further agrees with DHCS as an expressed condition of the execution of this Agreement, to provide access and certain information and documents to DHCS, or their authorized representatives as outlined in this Agreement.

ACCESS AND INFORMATION

The Subcontractor agrees to provide both: (1) access; and (2) the information outlined in this Agreement to enable DHCS, or its authorized representatives to confirm Subcontractor's compliance with BHBH Program requirements and restrictions, as well as applicable federal and State regulations. The Parties enter into this Agreement as a condition of receipt of BHBH Program funds and will comply with this Agreement for the period of the Access Term, defined in Section 2 of this Agreement.

1. BACKGROUND

DHCS oversees the BHBH Program and awards funds via competitive processes to qualified entities to provide bridge housing for individuals experiencing homelessness and serious behavioral health conditions in the State.

DHCS awarded the Subcontractor BHBH Program funds to acquire, expand, or construct certain improvements (the "**Subcontractor's Project**") on the Property and to operate the specific type of behavioral health facilities (the "**Facility**")

identified in Subcontractor's BHBH Program application on the Property and within the Facility following the completion of the Subcontractor's Project.

This Agreement between the Parties provides additional obligations and commitments to the Subcontractor and DHCS as a condition of receiving all funds under the Underlying Agreement and in order to comply with the requirements of the statutes, regulations and requirements governing the BHBH Program.

2. APPLICABILITY OF BHBH PROGRAM AND AGREEMENT

It is the intent of the Parties, and any subsequent owner(s) of the Property to continue to be bound by the requirements of the BHBH Program statutes and regulations, and this Agreement, from the date the Subcontractor executes the Underlying Agreement with AHP to June 30, 2027 ("**Access Term**").

3. THE PARTIES OBLIGATIONS TO DHCS

For a minimum of the Access Term, the Subcontractor will:

- A. Ensure that the Facility operates in compliance with the Agreement requirements;
- B. Provide bridge housing for individuals experiencing homelessness and serious behavioral health conditions;
- C. Maintain all books, accounting records, client records, and documents in accordance with the requirements set forth in this Agreement;
- D. Provide DHCS, and their authorized representatives access to the Property, the Facility, books, accounting records, client records, and documents in accordance with the requirements set forth in this Agreement; and
- E. Require, as a condition of sale, that any subsequent owner(s) of the Property comply with the terms of this Agreement, if the Subcontractor transfers ownership of the Facility at any time during the Access Term.

4. SERVICE LOCATION

The services will be performed only at the Property identified in **Attachment A**.

5. SERVICE HOURS

The services will be provided during normal working hours and days unless otherwise identified in the Statement of Work attached to the Underlying Agreement.

6. PROJECT REPRESENTATIVES

- A. The project representatives during the term of this Agreement will be:

Department of Health Care Services Contract/Grant Manager: Ilana Rub , Behavioral Health Bridge Housing Section Chief, Community Services Division Telephone: 915-552-9690 Email: Ilana.Rub@dhcs.ca.gov	Tehama County Name: Jayme S. Bottke Title: Executive Director Telephone: 530-527-8491 Email: jayme.bottke@tchsa.net
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B. Direct all inquiries to:

Department of Health Care Services State of California Department of Health Care Services Attention: Behavioral Health Expansion Branch, Community Services Division 1501 Capitol Avenue, MS 2633 Sacramento, CA 95814 Telephone: 916-552-9690 Email: Ilana.Rub@dhcs.ca.gov	Tehama County Attention: Natalie Shepard Telephone: 530-527-8491 Email: Natalie.Shepard@tchsa.net
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C. The Parties may make changes to the information above by giving written notice to the other. Said changes will not require an amendment to this Agreement. Any changes to the above must be communicated in writing to DHCS and Subcontractor, as applicable, within three (3) business days.

With copy to:

P.O. Box 400, Red Bluff, California 96080, United States

ACCESS AGREEMENT

7. SERVICES TO BE PERFORMED

A. Operation of the Bridge Housing:

For a minimum of the Access Term, the Subcontractor will comply with the following requirements:

1. Operate the Facility or housing unit(s) in accordance with all applicable requirements in this Agreement; and
2. Operate the Bridge Housing identified in the BHBH Program Plan, as defined in the Underlying Agreement and approved by DHCS, and serve the populations identified in Subcontractor's BHBH Program Plan, approved by DHCS, unless otherwise approved by DHCS in the manner described in Section 7.B., below.

B. Change in Facility Use

If the Parties want to change the type of Bridge Housing that is operated on the Property to something other than what was approved in the BHBH Program Plan, or to change or expand populations to be served by the Facility, the Subcontractor or DHCS will submit a written request to DHCS or Subcontractor, as applicable, prior to making such a change.

DHCS has absolute discretion to permit or deny the request and may require the Subcontractor to provide additional information to evaluate the Subcontractor's request.

C. Record Retention

1. The Subcontractor will maintain books, accounting records, client records, and other documents in a manner sufficient to properly reflect all direct and indirect costs of operating the Property during the Access Term, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
2. The Subcontractor records and the Property's and Facility's records will be subject at all reasonable times to inspection, audit, and reproduction by authorized representatives of the State, including DHCS, or its authorized representatives.
3. The Subcontractor agrees that departments authorized to represent the State (including DHCS, the Department of Finance or its authorized representatives, and the Bureau of State Audits or their designated representatives) have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Subcontractor agrees to allow these representatives 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 and DHCS to audit records and interview staff in any lower tier

subcontract related to the performance of this Agreement. (Cal. Gov. Code § 8546.7, 2 CCR §1896.77.)

4. The Subcontractor will preserve and make available their records (1) for a period of five (5) years from the expiration of this Agreement, or (2) for such longer period, if any, as is required by applicable statute, or by any other provision of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5-year period, the records will be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

- D. The Subcontractor may, at their discretion, following the expiration of 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 DHCS or an authorized DHCS representative to inspect, audit, or obtain copies of said records, the Subcontractor will supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- E. DHCS Monitoring

DHCS, or its authorized representatives, have the right at all reasonable times to inspect the Property and the Facility. If DHCS exercises this right to inspect, the Subcontractor will provide access to the Property and the Facility and will provide reasonable assistance for the safety and convenience of DHCS or their authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work or operations of the Subcontractor.

- F. Assignment of this Agreement Following the Transfer of Ownership of the Facility

If at any time during the Access Term, the Subcontractor sells, gifts, or otherwise transfers ownership of the Property, in whole or in part, the Subcontractor will ensure that, as a condition of the ownership transfer, the subsequent owner(s) of the Property complies with the terms of this Agreement.

Prior to finalizing any transfer of ownership of the Property, the Subcontractor will request that DHCS approve a formal amendment to this Agreement to assign the Subcontractor's obligations under this Agreement to the subsequent owner(s) of the Property.

This Agreement is not assignable by the Subcontractor, either in whole or in part, without the express written consent of DHCS that may be withheld in their sole discretion.

G. Remedies

If the Subcontractor violates any of the terms of this Agreement, DHCS or another department authorized to represent the State may impose a corrective action plan and/or take any of the following enforcement actions:

1. Direct AHP to temporarily withhold any payments pending correction of the deficiency;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Direct AHP to wholly or partly suspend or terminate the BHBH Program award;
4. Withhold or deny further BHBH Program awards to the Subcontractor;
5. Require the Subcontractor to forfeit and return all or part of the BHBH Program funds, including any interest thereon;
6. Require the Subcontractor to forfeit and return all unused BHBH Program funds, including any interest thereon and/or
7. Terminate the Underlying Agreement.

DHCS (or another department authorized to represent the State) may specify the timeframes and deadlines for the Subcontractor's compliance with the above remedies. All remedies required by DHCS will be final and are not subject to administrative review.

DHCS (or another department authorized to represent the State) may take any other permissible remedies available in law and equity to enforce the terms of this Agreement.

8. AMERICANS WITH DISABILITIES ACT

The Parties agree to ensure that the deliverables developed and produced pursuant to this Agreement will comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), as amended. 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 Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

9. AGREEMENT EXECUTION

This Access Agreement will be signed by a representative of the Subcontractor, who by signing warrants that he/she has the requisite authority to enter into this Agreement.. This Agreement will be effective as of the date that the complete document is signed by both Parties, or the date that the Underlying Agreement goes into effect, whichever date is later.

State of California, Department of Health Care Services

[Rest of page intentionally left blank. Signature page to follow on next page]

DHCS Representative Signature
Ilana Rub
Assistant Division Chief

Date

County of Tehama

Subcontractor's Authorized
Representative's Signature

Name: Jayme S. Bottke

Title: Executive Director

Date

ACCESS AGREEMENT

Attachment A

Property 1 & 2:

22135 Gilmore Ranch Road / 22137 Gilmore Ranch Road

Street Address:

Building/Unit Number:

Red Bluff, CA

City/Town:

Property 3 & 4:

22125 Gilmore Ranch Road / 22127 Gilmore Ranch Road

Street Address:

Building/Unit Number:

Red Bluff, CA

City/Town:

Property 5:

22045 Gilmore Ranch Road

Street Address:

Building/Unit Number:

Red Bluff, CA

City/Town: