

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND SHINGLETOWN MEDICAL CENTER

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (“County”), and Shingletown Medical Center, a California not-for-profit corporation (“Contractor”), (collectively, the “Parties” and individually a “Party”), for the provision of outpatient mental health services.

Section 1. DEFINITIONS.

For the purposes of this agreement, the following definitions shall apply:

- A. **Case Management:** The coordination of community services for mental health patients by allocating a professional to be responsible for the assessment of need and implementation of care plans.
- B. **Serious Emotional Disturbance (“SED”):** Children up to age 18 who currently or at any time during the past year have had a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the Diagnostic and Statistical Manual of Mental Disorders which result in functional impairment and which substantially interferes with or limits the child’s role or functioning in family, school, or community activities.
- C. **Shingletown Medical Center:** A Federally Qualified Health Center (“FQHC”) as defined in 42 United States Code (“U.S.C.”) §1396d(l)(2)(B)(i) or (ii), and provides physical and mental health services to the “medically underserved population” (as defined in 42 U.S.C. §254b(b)(3)(A)) of County of Shasta.
- D. **Seriously Mentally Ill (“SMI”):** Persons 18 years and older who, at any time during a given year, had a diagnosable mental, behavioral, or emotional disorder that met the criteria of the Diagnostic and Statistical Manual of Mental Disorders which has resulted in functional impairment which substantially interferes with or limits one or more major life activities.

Section 2. RESPONSIBILITIES OF CONTRACTOR.

Pursuant to the terms and conditions of this agreement, Contractor shall:

- A. Provide services to Shasta County residents who are at-risk of serious mental illness (“Clients”) and who seek mental health services at Contractor’s facilities located in Shasta County.
- B. Provide outpatient mental health services, including screening, assessment, medication management, diagnosis, and treatment to Clients.
- C. Provide integrated mental health and physical health treatment to Clients suffering from mental illness.
- D. Provide treatment to Clients with the co-occurring disorders of substance abuse and mental illness.

- E. Accept referrals of Clients in need of psychiatric services from County.
- F. Develop a referral directory of providers of substance abuse treatment, employment assistance, emergency housing, recovery support services, education, and other support services that would benefit program Clients.
- G. Provide a representative to meet with County staff on a quarterly basis or as needed for the purpose of insuring coordination of mental health treatment and program planning.
- H. Provide case management services including, but not limited to: assisting Clients in completing supplemental security income (“SSI”), Medi-Cal, and Medicare applications.
- I. Participate in trainings as provided and directed by County. These may include but are not limited to, reducing stigma related to mental illness; screening and identification of individuals with signs and symptoms of mental illness, including at risk children and youth; and integration of mental health primary care services.
- J. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, websites, interviews with the press, flyers, or publications the following statement: “This activity (or program) has been funded by the County of Shasta through the California Mental Health Services Act.”
- K. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: “This [document or report] is one of [number] produced under this agreement.”

Section 3. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall:

- A. Compensate Contractor as prescribed in sections 4 and 5 of this agreement and monitor the outcomes achieved by Contractor.
- B. Provide protocols for linkage by Contractor to County for Clients, including protocols for consultation and sharing Client data when appropriate and authorized.

- C. Monitor and evaluate the performance of Contractor throughout the term of this agreement to assure compliance with the terms and conditions of this agreement.

Section 4. COMPENSATION.

- A. In accordance with the budget as prescribed in **EXHIBIT A** (“Budget”), attached and incorporated herein, County shall pay to Contractor a maximum of \$112,551 for Fiscal Year (FY) 2022/23, \$115,927 for FY 2023/24, and \$119,405 for FY 2024/25 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (“OMB”) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement.
- B. In no event shall the maximum amount payable under this agreement exceed \$347,883 during the term of the agreement.
- C. During the term of this agreement, the HHS A Director, or any HHS A Branch Director designated by the HHS A Director, may approve, in writing and in advance, budget line-item shifts, provided that the line item shift does not exceed 15 percent of any Budget Category during the entire term of this agreement and provided further that the line item shift shall not increase the total compensation payable under this agreement.
- D. Overhead/Administrative expenses shall be calculated at an amount not to exceed 15 percent of salaries and benefits.
- E. Contractor’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- F. Contractor shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.

Section 5. BILLING AND PAYMENT.

- A. Contractor shall submit to County’s Health and Human Services Agency (“HHS A”) Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15th day of each month for services rendered the preceding month, and in accordance with the Budget, a billhead or invoice regularly used in the conduct of Contractor’s business for services rendered and costs incurred, accompanied by an EXPENDITURE REPORT, **EXHIBIT B**, attached and incorporated herein, accompanied by supporting documentation and verification, including receipts and personnel timecards or time studies, for all expenses incurred. Administrative/overheard costs shall be billed at an amount not to exceed 15 percent of salaries and benefits and shall not require supporting documentation. Notwithstanding the foregoing, Contractor shall submit for the final month of this agreement (i.e., June of 2025) no later than July 15, 2025, an invoice for services rendered County and costs incurred. County shall pay Contractor within 30 days of receipt of a complete, correct, and approved invoice for services rendered and costs incurred.

- B. Contractor shall have the sole responsibility for billing and collection, in accordance with all applicable laws, from third party payers for the rendering of professional services delivered by Contractor.
- C. Compensation under this agreement shall be reduced by applicable contractor revenues. The term “applicable contractor revenues” refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Contractor’s compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges) to the extent that applicable contractor revenues, accruing or received by Contractor relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- D. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

The initial term of this agreement shall commence July 1, 2022 and shall end June 30, 2025. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County’s Board of Supervisors appropriates funds for this agreement in County’s budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

Section 7. REPORTING REQUIREMENTS

- A. Timely submission of reports is required. Reports not received within 90 days from the date they are due to County may result in County withholding future payments to Contractor. The reports to be provided to County by Contractor are as follows:
 - (1) Quarterly Progress Report – A **EXHIBIT C** (“Quarterly Progress Report”), attached and incorporated herein, shall be submitted to County within 30 days of the end of each calendar quarter. For purposes of this agreement, the end of each calendar quarter shall be March, June, September and December. Supporting documentation of Quarterly Progress Report data shall be available to County as requested.
 - (2) Budget Expenditure Report – A Budget Expenditure Report shall be submitted to County 30 days after the end of each calendar quarter during the term of this agreement, reflecting expenditures on the budgeted items, as well as any budget problems arising during the reporting period.

Section 8. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 60 days written notice to Contractor.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer, the Shasta County HHS Director ("Director") or any HHS Branch Director designated by the Director.
- E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 9. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. Notwithstanding the foregoing, line item shifts may be approved in writing as set forth in section 4.C of this agreement. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and the HHS Director, or any HHS Branch Director designated by the HHS Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 10. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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 County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 11. EMPLOYMENT STATUS OF CONTRACTOR.

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 work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or 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 that would be withheld from compensation 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. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

Section 12. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless 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 Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory

agency and shall defend, indemnify, and hold harmless County with respect to Contractor's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 13. INSURANCE COVERAGE.

- A. Without limiting Contractor's duties of defense and indemnification, Contractor and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Contractor shall carry coverage for Sexual Abuse or Molestation with limits of \$2 million per occurrence or claim, \$2 million aggregate.
- E. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.
- F. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of

this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

 - a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
 - (5) Contractor shall provide County with an endorsement or amendment to Contractor's policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment 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. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
 - (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.

- (8) Any of Contractor's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 14. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 15. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall not unlawfully 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.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor 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.
- D. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- E. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor noncompliance with the provisions of this section.

Section 16. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after County makes final payment hereunder.

This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Contractor shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

Section 17. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 18. LICENSES AND PERMITS.

Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, 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 agreement and constitutes grounds for the termination of this agreement by County.

Section 19. PERFORMANCE STANDARDS.

Contractor shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Contractor's work or services.

Section 20. CONFLICTS OF INTEREST.

Contractor and Contractor's 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 agreement.

Section 21. NOTICES.

A. Except as provided in section 8.C. of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director
 HHS Adult Services Branch
 Attn: Contracts Unit
 2640 Breslauer Way
 Redding, CA 96001
 Phone: 530-225-5900
 Fax: 530-225-5977

If to Contractor: Chief Executive Officer
 Shingletown Medical Center
 31292 Alpine Meadows Rd.
 Shingletown, CA 96088
 Phone: 530-474-3390
 Fax: 530-474-4899

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 21.A. and shall be deemed to be effective immediately.

C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 22. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 23. COMPLIANCE WITH POLITICAL REFORM ACT.

Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard

to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 24. PROPERTY TAXES.

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this agreement.

Section 25. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 26. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Contractor or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Contractor or its subsidiaries.

Section 27. CONFIDENTIALITY.

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 this agreement.

Section 28. CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Contractor and all of Contractor's employees, volunteers, agents, and officers 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; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). 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.

Section 29. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Contractor shall retain all of Contractor's rights in Contractor's own proprietary information, including, without limitation, Contractor's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this agreement and Contractor shall not be restricted in any way with respect thereto.

Section 30. USE OF COUNTY PROPERTY.

Contractor shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Contractor's obligations under this agreement.

Section 31. FINANCIAL REPORTING.

Contractor shall provide financial information and/or records pertaining to Contractor's agency including, but not limited to: audited financial statement from audit prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States ("OMB") and performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Contractor's receipt of financial statement); IRS form 990 and all supporting schedules (submit to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submit to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHS Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Contractor shall provide additional financial information as requested by County within 30 days of receiving such request. Contractor shall fully cooperate with County in providing any financial information and/or records requested by County concerning this agreement. This Section shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to submit all required financial reporting to County as prescribed herein.

Section 32. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information,

both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Contractor agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Contractor that are provided for in Section 12.

Section 33. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.

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. 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. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

DocuSigned by:
By: Alan Cox
Name: Alan B. Cox

Date: 06/20/2022 | 8:59 AM PDT
Title: Deputy County Counsel III

RISK MANAGEMENT APPROVAL

DocuSigned by:
By: James Johnson
Name: James Johnson

Date: 06/16/2022 | 12:45 PM PDT
Title: Risk Management Analyst III

CONTRACTOR

DocuSigned by:
By: Tami Fraser
Name: Tami Fraser

Date: 06/16/2022 | 3:10 PM PDT
Title: Chief Executive Officer

Tax I.D.#: On File

EXHIBIT A

SHINGLETOWN MEDICAL CENTER					
BUDGET					
Shasta County Health & Human Services Agency 1810 Market Street Redding, CA 96001			Shingletown Medical Center 31292 Alpine Meadows Rd Shingletown, CA 96088		
Multi-Year Service Budgets					
Budget Category	Budget Period	Budget Period	Budget Period	Total Budgeted Costs	
	07/22 - 06/23	07/23 - 06/24	07/24 - 06/25		
Personnel/Position	FTE				
LCSW	0.90	77,000.00	79,310.00	81,689.30	237,999.30
Case Manager	1.00	51,896.00	53,452.88	55,056.47	160,405.35
Fringe Benefits		32,224.00	33,190.72	34,186.44	99,601.16
Total Salary and Benefits		161,120.00	165,953.60	170,932.21	498,005.81
Operating Expenses					
Office Expenses/Supplies		500.00	500.00	500.00	1,500.00
Equipment/Computer Maint & Software		9,600.00	9,696.00	9,792.96	29,088.96
Rents/Leases		1,500.00	1,500.00	1,500.00	4,500.00
Utilities/Communications		10,000.00	10,100.00	10,201.00	30,301.00
(OTHER - Please Specify)					
(OTHER - Please Specify)					
(OTHER - Please Specify)					
(OTHER - Please Specify)					
Total Operating Expenses		21,600.00	21,796.00	21,993.96	65,389.96
Other Expenses					
Fixed Assets					
(OTHER - Please Specify)					
(OTHER - Please Specify)					
Total Other Expenses		0.00	0.00	0.00	0.00
Total Expenses		182,720.00	187,749.60	192,926.17	563,395.77
Administrative Cost		24,168.00	24,893.04	25,639.83	74,700.87
<i>(Not to exceed 15% of salaries/benefits)</i>					
Totals		\$206,888.00	\$212,642.64	\$218,566.00	\$638,096.64
Revenue		\$94,337.00	\$96,715.64	\$99,161.00	\$290,213.64
Net Contract Costs		\$112,551.00	\$115,927.00	\$119,405.00	\$347,883.00
<i>FOR COUNTY USE ONLY:</i>					
<i>Cost Center</i> _____					
<i>Account Code</i> _____					
<i>Project Code</i> _____					
<i>Activity Code</i> _____					

EXHIBIT B EXPENDITURE REPORT

Shingletown Medical Center
31292 Alpine Meadows Rd.
Shingletown, CA 96088

Check for final Report Date of Report

Term of Contract:
Period of Report

Budget Category (1)	Approved Budget (2)	This Period (3)	Previous Periods (4)	YTD (5)	Remaining Balance (6)
Personnel/Position					
Fringe Benefits					
Total Salary and Benefits					
Operating Expenses					
Office Expenses/Supplies					
Equipment					
Rents/Leases					
Utilities/Communications					
Travel					
(OTHER - Please Specify)					
Total Operating Expenses					
Other Expenses					
Fixed Assets					
(OTHER - Please Specify)					
Total Other Expenses					
Total Expenses					
Administrative Cost <i>(Not to exceed 15% of salaries)</i>					
Totals					
Revenue					
Net Contract Costs					

Invoice Total \$-,---.---

Prepared by: (type name here) Date Telephone #

FOR COUNTY USE ONLY:

Cost Center _____

Account Code _____

Project Code _____

Activity Code _____

EXHIBIT C QUARTERLY PROGRESS REPORT

Quarterly Progress Report

Months in Quarter (i.e. Jan – Mar):

Year:

Services

1. During this quarter, how many of the following types of mental health services did you provide?

Service Type	Number of Visits
Screenings	
Assessments	
Medication Management	
Individual Psychotherapy Sessions	

2. During this quarter, what types of case management did you provide?

Service Type	Number of Visits
SSI Application Assistance	
Medi-Cal Application Assistance	
Medicare Application Assistance	
Other: _____	
Other: _____	
Other: _____	

People

3. During this quarter, how many mental health related visits were there?

4. During this quarter, how many people (unique individuals) did you provide mental health treatment to?

For those people counted in number 4, please answer the following:

5. What was their payor source at the time of service?

Payor Source	Number Seen
CMSP	
Insurance	
Medi-Cal	
Medicare	
Private Pay	

EXHIBIT C
QUARTERLY PROGRESS REPORT

Other	
-------	--

6. What was their age at the time of service?

Age	Number Seen
0-15	
16-25	
26-59	
60+	

7. What was their gender?

Gender	Number Seen
Male	
Female	
Transgender	
Other	

8. What was their race/ethnicity?

Race/Ethnicity	Number Seen
Caucasian	
African American	
Asian	
Pacific Islander	
Native American	
Hispanic	
Multirace	
Other	
Unknown	

9. What was their primary language spoken?

Primary Language	Number Seen
English	
Spanish	
Vietnamese	
Cantonese	
Mandarin	
Tagalog	
Cambodian	
Hmong	
Russian	

EXHIBIT C QUARTERLY PROGRESS REPORT

Farsi	
Arabic	
Other	

10. Which cultures did they identify with?

Culture	Number Seen
Lesbian/Gay/Bisexual/Transgender/Questioning	
Veteran	
Homeless	
Other: _____	
Other: _____	
Other: _____	

11. What was their primary mental health diagnosis?

Diagnosis	Number Seen
ADHD/ADD	
Adjustment Disorders	
Bipolar Disorders	
Cognitive Disorders	
Depressive Disorders	
Disruptive Behavior Disorders	
Other Anxiety Disorders	
Personality Disorders	
Post-Traumatic Stress Disorder	
Psychotic Disorders (Not Schizophrenia)	
Schizophrenia	
Substance-Related Disorders	
Unspecified Diagnosis (non-psychotic)	
Other Conditions	
Other Disorders Usually Diagnosed in Childhood	
Deferred Mental Health Diagnosis	

12. How many people whose chief complaint is related to mental health also received physical health treatment?

13. How many people whose chief complaint is related to physical health also received mental health treatment?

EXHIBIT C QUARTERLY PROGRESS REPORT

14. How many had a co-occurring disorder of substance abuse and mental illness?

15. How many referrals were made to the following types of organizations? We recognize that this will not add to what was reported in question 4 as people can be referred to more than one type of organization.

Type of Organization	Number Referred
Substance Abuse Treatment	
Employment Assistance	
Emergency Housing	
Recovery Support Services	
Education	
Other Support Services	

Referral Process

16. How many mental health related referrals did you make to Shasta County Health and Human Services?

17. How many mental health related referrals did you accept from Shasta County Health and Human Services?

Overview

18. Please include any educational materials, audio visual aids, interviews with the press, flyers, or publications that pertain to activities outlined in the contract. The following statement should be included: "This activity (or program) has been funded by the County of Shasta through the California Mental Health Services Act."

19. Please provide a brief narrative of any barriers or issues with services and/or access that occurred during this past quarter.

EXHIBIT C
QUARTERLY PROGRESS REPORT

20. Please provide a brief narrative of any successes or achievements experienced with services and/or access during this past quarter.