

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC**

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 Northern Valley Catholic Social Service, Inc., a non-profit California corporation ("Contractor"), (collectively, the "Parties" and individually a "Party"), for the purpose of providing a mental health wellness and recovery program in Shasta County.

Section 1. RESPONSIBILITIES OF CONTRACTOR.

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

- A. Provide a mental health wellness and recovery program, ("Program") as specified in **ATTACHMENT A** ("Program Workplan"), attached and incorporated herein, for Shasta County residents and their families, ("Participants") as described in section 4 of **ATTACHMENT A**.
- B. Attend meetings as scheduled by County for the purpose of discussing and evaluating the Program and its elements, including, but not limited to, discussing and evaluating ongoing Participant involvement and engagement in the Program, specific services provided, and performance measurements and objectives.
- C. Ensure Contractor staff providing services pursuant to this agreement participate in training as specified in **ATTACHMENT A**.
- D. Have use of a 2012 Ford E-350 XLT Super Duty ("Van"), License Number 6VVY122, Vehicle Identification Number (VIN) 1FBNE3BL0CDB00102, and a 2013 Conti Trailer, ("Trailer") License Number 4MY1330, Vehicle Identification Number (VIN) 5NHUVH423DT619920.
 - (1) Contractor, pursuant to Section 3(A) contained in the Personal Services Agreement between the County of Shasta and Northern Valley Catholic Social Service effective January 1, 2013, purchased the Van and Trailer for Contractor's use in the delivery of services and under the condition that the Van and Trailer would be transferred to County upon termination of the aforementioned agreement. The aforementioned Personal Services Agreement is superseded by this agreement pursuant to Section 7.A below.
 - (2) Contractor agrees to maintain in good condition, register and insure Van and Trailer for use in the delivery of services only as specified in **ATTACHMENT A**.
 - (3) On June 30, 2020, or upon termination of this agreement, whichever comes first, Contractor shall surrender Van and Trailer to the County at a time and place as mutually agreed upon in advance and in writing. Contractor shall transfer Title and Registration to County.
- E. 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: "Sponsored by: Shasta County Health and Human Services Agency in conjunction with our many

community partners and advisory boards. Funding for this project is provided through the Mental Health Services Act."

- F. 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 2. RESPONSIBILITIES OF COUNTY.

County shall:

- A. Compensate Contractor as prescribed in sections 3 and 4 of this agreement.
- B. Monitor Contractor's performance to assure compliance with the terms, conditions and specifications of the agreement and evaluate the performance of Contractor throughout the term of this agreement.
- C. Schedule meetings with Contractor, for the purpose of discussing and evaluating the Program and its elements, including, but not limited to, discussing and evaluating ongoing involvement and engagement in the Program by Participants, specific services provided, and performance measurements and objectives.
- D. Provide training for Contractor's staff at County's sole discretion.

Section 3. COMPENSATION.

- A. In accordance with the budget as prescribed in **ATTACHMENT B** ("Budget"), attached and incorporated herein, County shall pay to Contractor a maximum of \$260,154 for the fiscal year 2017-2018, a maximum of \$272,781 for fiscal year 2018-2019, and a maximum of \$283,302 for fiscal year 2019-2020 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. In no event shall the maximum amount payable under this agreement exceed \$816,237 during the term of this agreement.
- B. Total Line item budgeted expenses in the Budget may vary up to a maximum of 15 percent between categories with prior written approval of the Health and Human Services Agency ("HHS") Director ("Director") or any HHS Branch Director designated by the HHS Director, and provided the maximum amount of compensation during the term of the agreement specified in Section 3.A. of this agreement is not exceeded.
- C. Administrative expenses shall be calculated at 15 percent of direct expenses.

- D. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Contractor shall submit to County at HHSA Business and Support Services, 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 monthly billhead or invoice normally used in the course of business, detailing Contractor's services and expenses, accompanied by copies of all supporting documentation and verifications, (including, but not limited to receipts and personnel timecards or time studies), for all expenses incurred. Administrative expenses shall be billed at 15 percent of direct expenses and shall not require supporting documentation. County shall make payment within 30 days of receipt of Contractor's correct and approved billhead or invoice. For the final month or portion thereof that this agreement is in effect, Contractor shall submit a final Invoice for services rendered for the final month or portion thereof that this agreement was in effect, by the 15th day of the following month, and County shall make payment of the final correct and approved Invoice by the 30th day of that following month. For purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.
- B. 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.
- C. 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 5. TERM OF AGREEMENT.

- A. This agreement shall commence July 1, 2017, and shall end June 30, 2020.
- B. 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.
- C. 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 6. 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 30 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 Shasta County Board of Supervisors, the Shasta County Executive Officer or his or her designee, the HHSA Director ("Director") or any HHSA Branch Director designated by the HHSA 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 7. 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. However, minor amendments 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 HHSA Director or any HHSA Branch Director designated by the HHSA 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, attachments, or appendices, the provisions of this agreement shall govern.

Section 8. 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 9. 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 insure 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 10. 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 11. 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 insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; 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 the 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 incident or occurrence, \$3 million aggregate.
- D. 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.
- E. 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 *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. 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 the 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, 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 the County.

Section 12. 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 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Contractor shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- 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. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

Section 14. 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 15. 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 16. LICENSES AND PERMITS.

- A. 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.
- B. Contractor shall immediately advise County of any investigation or adverse action taken against it, or its principals, partners, officers, employees, subcontractors or agents providing services pursuant to this agreement, by state or federal agencies and/or professional licensing organizations.

Section 17. 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 18. 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 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), 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 Business and Support Services
 Attn: Contracts Unit
 P.O. Box 496005
 Redding, CA 96049-6005
 Phone: 530-245-6860
 Fax: 530-225-5555

If to Contractor: Executive Director
 Northern Valley Catholic Social Service
 2400 Washington Avenue
 Redding, CA 96001
 Phone: (530) 241-0552
 Fax: (530) 241-6457

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

Section 20. 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 21. 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 22. 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 23. 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 24. 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 Consultant 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 Consultant or its subsidiaries.

Section 25. 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 26. 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 27. EQUIPMENT AND SUPPLIES.

Any and all equipment purchased by Contractor to carry out its duties under this agreement which are purchased with funds provided by this agreement, and which have a useful life in excess of three years and/or a total cost in excess of \$3,000 shall require prior approval of the Director and shall become the sole property of the County of Shasta and shall be assigned a Shasta County Property Identification Tag and Number. Should this agreement be terminated or expire, all equipment and supplies in Contractor's inventory which were purchased with funds provided by this agreement, or with associated revenues resulting from services performed under this agreement shall, as of the final date of service under this agreement, be returned to County.

Section 28. 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 29. 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: HHSA 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.

/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: _____

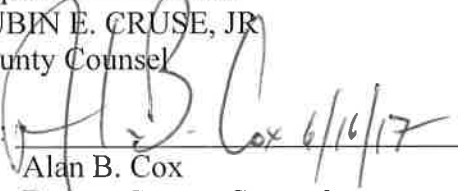
DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

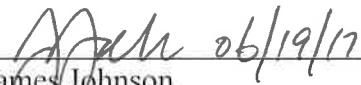
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By:  6/16/17
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  06/19/17
James Johnson
Risk Management Analyst

CONTRACTOR

Date: 6.19.17


Cathleen E. Wyatt, Executive Director
Northern Valley Catholic Social Service, Inc.

Tax I.D.#: ON FILE

ATTACHMENT A
PROGRAM WORKPLAN
Mental Health Wellness and Recovery

1. **PROGRAM OVERVIEW**

- A. The Program shall be a multi-service mental health program that provides ethnically and culturally diverse opportunities in a healthy, inclusive manner with a wide spectrum of activities that foster recovery and resiliency. Any individual experiencing mental health challenges, and/or their family members, shall be welcome to participate in Program activities.
- B. Contractor shall seek input and guidance from Participants as a required element to the planning of activities, service delivery, and operating guidelines for the Program. The Program shall form relationships with community-based agencies and service providers in order for Participants to link to additional community services and supports. The Program staff shall be actively involved in providing support and linkage as needed.
- C. The vision and philosophy of the Program is deeply rooted in wellness, recovery, and resiliency. The Program shall support Participants to gain, regain, or maintain their ability to live, work, learn, and participate fully in the community. Education and training shall focus on independent-living skills, employment or community life skills, peer and family support, and self-help groups and advocacy training
- D. The ultimate goal of the Program is to support each Participant in achieving recovery and maintaining wellness as defined by the Participant. The role of the Program is not to provide mental health treatment, but to provide support and assistance in obtaining or accessing mental health treatment and other community resources.

2. **LOCATION AND HOURS OF OPERATION**

The Program shall be located in a central area of Redding which is close to transportation and other community services. The Program shall be open daily Monday through Friday, excluding Contractor Holidays, as specified in **ATTACHMENT C** "Holidays"), attached and incorporated herein. The daily hours of operation shall be 10:00 a.m. to 3:00 p.m., Pacific Standard Time.

3. **STAFF**

- A. The Program shall be staffed according to **ATTACHMENT B**. Program staff shall include both unpaid volunteer and paid staff. During the term of the agreement 75% of all staff (both paid and unpaid) shall be comprised of Consumers and/or Family Members.

- B. All staff members shall be familiar with the values, goals, and practices of recovery and wellness, and shall receive training in the competency of serving persons of diverse culture, language, group, and ethnicity, including the requirements of serving a population that includes individuals with mental illness.

4. **PARTICIPANTS**

The Program target population includes Shasta County residents aged 18 years and older who may be experiencing mental health challenges and/or their family members.

5. **SERVICES AND COMPONENTS**

- A. Program service delivery systems shall be wellness and recovery strength-based and shall be broad-based and inclusive. Program services will include on a daily basis, a minimum of five daily workshops/group activities and a minimum of two support activities that may include, but are not limited to, engagement activities, peer support, and socialization activities. Program services will include on a weekly basis, a minimum of two 12-step recovery meetings.
- B. Contractor shall provide a variety of individual and scheduled group activities which shall include, but not be limited to, the following:
 - 1.) Support Activities:
 - a. physical activities,
 - b. arranging and providing transportation services which increase access to the Program,
 - c. assisting Participants with gaining access to housing,
 - d. housing information,
 - e. employment services,
 - f. assistance for Participants to understand, navigate, and connect to mental health services and other community resources
 - 2.) Workshops/Groups:
 - a) support groups,
 - b) activities for families to increase support, communication and education,
 - c) independent living skills workshops,
 - d) pre-crisis services,
 - e) socialization activities,
 - f) peer counseling,
 - g) mentoring,
 - h) consumer support and training on self-advocacy
 - 3.) 12-Step Recovery Meetings:

- a) substance abuse recovery groups (i.e., Alcoholics Anonymous or Narcotics Anonymous),
 - b) mental health self-help groups (i.e., Emotions Anonymous)
- C. The Program shall provide an individual orientation to all prospective Participants prior to providing services. The orientation shall include the following:
 - 1.) a tour of the facility and overview of the Program,
 - 2.) review of the Program policies, rules, and Participant requirements,
 - 3.) review of the monthly calendar of events,
 - 4.) determination of Participants' wellness and recovery needs,
 - 5.) transportation plan for the Participants to attend the Program
- D. The Program shall include the maintenance of the Program website to permit access to information and resources. Contractor shall ensure the content of the website is current and up to date at all times.
- E. The Program shall prepare a monthly written newsletter which shall include a calendar of scheduled activities and events. The newsletter shall also be accessible via the Program Website.
- F. The Program shall provide activities designed to engage Participants in a variety of interactions with the community, such as volunteering within the community and participating in community events.

6. **COMMUNITY PARTICIPATION AND COORDINATION**

The Program shall contact and maintain affiliations with other community groups to assist with referrals to Participants for services. These affiliations shall include, but not be limited to:

- 1.) Shasta County Health and Human Services Agency, including Adult, Children's and Regional Services,
- 2.) Shasta County Housing Authority,
- 3.) Shasta College,
- 4.) Social Security Administration,
- 5.) National Alliance on Mental Illness (NAMI),
- 6.) City of Redding Housing Authority,
- 7.) Good News Rescue Mission,
- 8.) Shasta Community Health Center,
- 9.) Local service clubs

7. **RECORDKEEPING AND REPORTING**

Contractor shall provide County with written Monthly Progress Report as specified in **ATTACHMENT D** ("Mental Health Services Act, Wellness Center Monthly Report"), attached and incorporated herein. Monthly Progress Reports are due no later than 20 days

after the end of each calendar month. Should this agreement expire or be terminated on a date other than the end of a calendar month, the final Monthly Progress Report shall cover the period of time during the last calendar month this agreement was in effect and shall be provided to County within 20 days after this agreement expires or is terminated. Each Monthly Progress Report shall include, but not be limited to, the following elements:

1.) Participant data

a) demographics-

- i. age,
- ii. gender,
- iii. ethnicity, and
- iv. whether the Participant is a consumer of mental health treatment services provided by the County or other mental health professional or a family member,

b) number of unduplicated Participants utilizing any service provided under this agreement

2.) Activities: For the purposes of this provision “Activity” or “Activities” means specific actions or functions provided for Participants.

- a) Activity description - type, duration, schedule, whether the facilitator of the Activity is a volunteer or an employee,
- b) number of Participants engaged in each Activity

3.) Staff

- a) number of staff,
- b) job title,
- c) whether staff is paid or a volunteer

4.) Monthly Participant Satisfaction survey results.

5.) Trainings

- a) number and description of staff trainings, length of training, name of training instructor, and number of Participants per training.

6.) Copies of Wellness Program Newsletter

7.) Narrative on progress, successes, any potential problems

- a) Contractor shall develop and maintain detailed records concerning the services provided pursuant to this agreement. Those records shall be in a form acceptable to County. Timely submission of reports is required. Payments made to Contractor under this agreement shall be contingent upon County’s timely receipt and approval of required reports.

8. EVALUATION

- A. The Program shall be jointly evaluated by Contractor and County utilizing data supplied by Contractor in the Monthly Progress Report. The Program evaluation shall be, at the

sole discretion of County, a minimum of once per County Fiscal Year and may, at County's sole discretion, include a site visit to the Wellness Program site. For the purposes of this agreement, the County Fiscal Year commences on July 1 and ends on June 30 of the following calendar year. The following are the goals, expected outcomes, and measurements for the Program:

1.) Goals:

- a) Community Collaboration,
- b) Data Collection and Analysis

2.) Outcomes:

- a) Improved services and availability of services to Participants,
- b) Linkage for Participants to services and community,
- c) Participant involvement at all levels,
- d) Healthier Participants,
- e) Increase ability to spend time in meaningful activities,
- f) Increase satisfaction with level of involvement in community,
- g) Reduce adverse consequences of un-treated and under-treated mental illness

3.) Measurements:

- a) Program will serve a minimum of 100 unduplicated Participants during the term of the agreement,
- b) 100% of those individuals accessing the Program will participate in a minimum of one Activity per day,
- c) Program Staff Makeup including paid and unpaid,
- d) 75% of Program staff shall be Consumers and/or family members

ATTACHMENT B

**Northern Valley Catholic Social Service
Olberg Center**

	FY 17/18	FY 18/19	FY 19/20	
Revenue	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Total</u>
MHSA	\$ 260,154	\$ 272,781	\$ 283,302	\$ 816,237
Other	-	-	-	-
	<u>260,154</u>	<u>272,781</u>	<u>283,302</u>	<u>816,237</u>
Expenses				
Salaries	\$ 107,617	\$ 112,545	\$ 117,907	\$ 338,069
Fringe	41,404	44,656	44,643	130,703
Educational Supplies	2,000	1,000	1,000	4,000
Office Supplies	1,500	1,500	1,500	4,500
Telephone	2,000	2,000	2,000	6,000
Rent	24,000	26,000	28,000	78,000
Utilities	6,000	6,500	7,000	19,500
Insurance	10,000	11,000	12,000	33,000
Fees & Licenses	500	500	500	1,500
Postage	200	200	200	600
Copies	2,000	2,200	2,400	6,600
Mileage and Travel	1,500	1,600	1,700	4,800
Mileage and Travel Van	7,000	7,000	7,000	21,000
Employment Cost/Fees	500	500	500	1,500
Training & Conference	500	500	500	1,500
Employee Meetings	500	500	500	1,500
Professional Fees(Housing)	13,000	13,000	13,000	39,000
Client Cost of Care	3,000	3,000	3,000	9,000
Professional Fees(Respite/Ron)	-	-	-	-
Maintenance Labor and Supplies	3,000	3,000	3,000	9,000
Administrative/Indirect	33,933	35,580	36,952	106,466
Total Expenses	<u>260,154</u>	<u>272,781</u>	<u>283,302</u>	<u>816,237</u>
Change In Net Assets	\$ 0	\$ (0)	\$ (0)	\$ (0)

2/10/2017

Advance = No

Responsible Person = Supervisor Hire

Fiscal Year =

Funding Type = State/MHSA Prop. 63

Reimbursement Cycle = Monthly

Catalog of Federal Domestic Assistance Number(CFDA) = N/A

ATTACHMENT C
NORTHERN VALLEY CATHOLIC SOCIAL SERVICE
HOLIDAY OBSERVANCE SCHEDULE 2017 - 2020

2017/2018

Holiday	Date
Independence Day	Tuesday, July 4, 2017
Labor Day	Monday, September 4, 2017
Veterans Day	Friday, November 10, 2017
Thanksgiving	Thursday & Friday November 23 & 24, 2017
Christmas Holidays	Monday thru Wednesday, December 25 thru 27, 2017
New Year's Day	Monday, January 1, 2018
Martin Luther King Jr. Day	Monday, January 15, 2018
President's Day	Monday, February 19, 2018
Good Friday	Friday, March 30, 2018
Memorial Day	Monday, May 28, 2018

2018/2019

Independence Day	Wednesday, July 4, 2018
Labor Day	Monday, September 3, 2018
Veterans Day	Monday, November 12, 2018
Thanksgiving	Thursday & Friday November 22 & 23, 2018
Christmas Holidays	Monday thru Wednesday, December 24 thru 26, 2018
New Year's Day	Tuesday, January 1, 2019
Martin Luther King Jr. Day	Monday, January 21, 2019
President's Day	Monday, February 18, 2019
Good Friday	Friday, April 19, 2019
Memorial Day	Monday, May 27, 2019

2019/2020

Independence Day	Thursday, July 4, 2019
Labor Day	Monday, September 2, 2019
Veterans Day	Monday, November 11, 2019
Thanksgiving	Thursday & Friday November 28 & 29, 2019
Christmas Holidays	Monday thru Wednesday, December 23 thru 25, 2019
New Year's Day	Wednesday, January 1, 2020
Martin Luther King Jr. Day	Monday, January 20, 2020
President's Day	Monday, February 17, 2020
Good Friday	Friday, April 10, 2020
Memorial Day	Monday, May 25, 2020

ATTACHMENT D

Mental Health Services Act Wellness Center Monthly Report

1. Month: _____ Year: _____
2. How many unduplicated people participated in at least one Wellness Center activity or group during the report month?
3. Please provide the following unduplicated Participant demographic information.
NOTE – the responses in each table should add up to the same number you answered in question #2.

Age Group	Number of Participants
Transition Age Youth (18-25)	
Adults (26-59)	
Older Adults (60 +)	

Gender	Number of Participants
Male	
Female	
Transgender	
Other	

Race/Ethnicity	Number of Participants
Caucasian	
Black/African American	
Hispanic	
Asian/Pacific Islander	
Native American	
Other or Unknown	
Multiple Races	

Status	Number of Participants
Consumers	
Family Members	
Both	
Decline to State	
Unknown	

4. Please fill out the following information for each staff position that was occupied during the last month. (If you need another row in the table, click in the bottom right cell then press the tab key)

Job Title	Filled by a Consumer and/or Family Member? (Yes/No)	Is this a paid position OR a volunteer position? (Paid/Vol)

5. What trainings were provided to staff (including volunteers) during the last month? Please use the following tables to complete this question (If you need another row in the table, click in the bottom right cell, then press the tab key)

Description of Staff/Volunteer Training	Length	Who was the instructor?	Total Number of Staff Participants at the Training

6. What Wellness Center activities, groups and workshops were provided during the report month? Please use the following table to complete this question, with an entry for each and every meeting held (If you need another row in the table, click in the bottom right cell, then press the tab key):

[illegible]

7. Please share any progress, successes, potential problems or potential barriers you have had this past quarter.

8. Please include the following as attachments: Participant Satisfaction Survey Results, Monthly Calendar of Activities and Events, Wellness Program Newsletter, and any other materials you would like to include.