

**PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND GOLD HOME**

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 The Gold Home, a California corporation ("Contractor"), (collectively, the "Parties" and individually a "Party"), for the purpose of providing care and supervision in a Residential Care Facility for the Elderly (RCFE).

Section 1. DEFINITIONS.

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

- A. **Clients of County** are persons identified by County and enrolled in County Mental Health and/or drug and alcohol services.
- B. **Client Service Plan** is a plan developed with input from the Client, the County case manager, and the Contractor to address key services required by the Client regarding housing, health, recreation, self-care, medications, and other issues specific to the Client that relate to placement in the Contractor's facility.

Section 2. RESPONSIBILITIES OF CONTRACTOR.

- A. Clients of County ("Clients") may be placed by County in Contractor's facility at 6029 Dahboy Way, Orangevale, CA ("Facility") to receive RCFE services upon referral of the Client by County and the acceptance of Client by Contractor. Upon such placement Contractor shall:
 - 1. Comply with the licensing requirements for Residential Care Facilities for the Elderly as delineated in California Code of Regulations ("CCR"), Title 22, Division 6, Chapter 8 and maintain license continuously during the term of this agreement.
 - 2. Meet with County and Clients to develop Client service plans.
 - 3. Provide care and supervision to Clients. This care involves, but is not limited to, assistance as needed with activities of daily living (dressing, grooming, bathing, and other personal hygiene); assistance with taking medication; arrangement of and assistance with procurement of medical and dental care; supervision of Client's activities; maintenance and supervision of Client's property; and monitoring food intake or special diets.
 - 4. Provide psychiatric services to Clients in accordance with levels of care as set forth in EXHIBIT A, attached and incorporated herein. Determination of levels of care for each Client shall be made by County in consultation with Provider. County shall make the final determination.
 - 5. Maintain the bathroom fixtures, floor coverings, décor and furnishings at Facility. Bathroom fixtures, floor coverings, décor and furnishings at Facility shall be clean, in good repair, and free of rips, stains and hazards.
 - 6. Participate in meetings with County, as may be called by County, to review the status of care provided to Client and compliance with Client service plan.

7. As requested by County, make in-house documentation of referred Clients available for review by County staff.
 8. Allow County reasonable access to: (1) all areas of Contractor's Facility wherein a Client is currently placed, or had been placed, pursuant to this agreement, at any time; and (2) such data as will allow for the meaningful evaluation and monitoring of quality of care by County.
- B. 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.

County shall:

- A. Refer Clients to Contractor for placement in the Facility. County will only compensate Contractor for the provision of services under this agreement pursuant to the prior written authorization by County. So long as a particular Client remains at the Facility, the authorization for services at the Facility for that Client shall be reviewed by County, at least once every six months.
- B. Compensate Contractor as prescribed in sections 4 and 5 of this agreement and monitor the outcomes achieved by Contractor.
- C. County shall monitor and evaluate the performance of Contractor throughout the term of this agreement.

Section 4. COMPENSATION.

- A. In consideration of the services rendered by the Contractor pursuant to this agreement, County shall pay Contractor on a monthly basis for services at the difference between Contractor's monthly rate, less all revenue, interest, and return resulting for third party billing, including payments from Client's payee and Client's Share of Cost which will be billed to Client by Contractor. This negotiated rate for individual Client bed use shall not exceed rates as defined in **EXHIBIT A**. If services are provided for less than a full month, payment for services shall be prorated, excluding the date of discharge based on the negotiated rate for the Client. Payment to Contractor for days during a particular month when a Client is temporarily absent from the Facility is limited to a total of 10 days per month and is allowable only if the County determines the following conditions are met:
 1. The Client's absence(s) is(are) consistent with the Client's service and treatment plans;

2. The Client's absence(s) is(are) necessary for the Client's progress or maintenance at the level of care furnished by Contractor pursuant to this agreement;
 3. The Client's absence(s) is(are) planned or anticipated; and
 4. The Client's absence(s), as well as the purpose(s) of the absence, is(are) documented.
- B. Notwithstanding the above, payment to Contractor for days during a particular month when a Client is temporarily absent, due to acute hospital or acute non-hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet the staffing standards prescribed in the CCR, Title 9, section 663, is limited to 10 days per month, unless otherwise authorized by County in advance and in writing. Payment for the days the Client is temporarily absent due to the reasons described in this provision (Section 3.A.), is allowable if such treatment is necessary as determined by County for the Client to return to the level of care furnished by Contractor pursuant to this agreement, (i.e., in a residential facility), and if the purpose(s) is(are) documented in writing by Contractor.
- C. In no event shall the maximum compensation exceed \$870,400 during the term of the agreement, including the renewal period pursuant to section 5.
- D. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 5. BILLING AND PAYMENT.

- A. Contractor shall submit to HHS 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, a billhead or invoice regularly used in the conduct of business of the Contractor shall include: (1) names of Clients with each Client's admission and/or discharge date; and (2) number of days utilized by each Client pursuant to this agreement. County shall make payment within 30 days of receipt of Contractor's correct and approved billhead or invoice. For purposes of effectuating payment of compensation this provision shall survive the termination or expiration 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 6. TERM OF AGREEMENT.

- A. This agreement shall commence as of the last date it has been signed by both Parties 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. 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. 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 the County Executive Officer, the Shasta County Health and Human Services Agency ("HHSA") Director ("Director") or any HHSA 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 8. 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, including retroactive and prospective rate changes, 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 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 or appendices, the provisions of this agreement shall govern.

Section 9. 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 10. 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 11. 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 12. 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.

- 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 13. 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 14. 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 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.

- 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. NOTICES.

A. Except as provided in section 7.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
 HHSA Adult Services
 Attn: Contracts Unit
 P.O. Box 496005
 Redding, CA 96049-6005
 Phone: 530-225-5900
 Fax: 530-225-5977

If to Contractor: Gina Mariut
 Gold Home
 6029 Dahboy Way
 Orangevale, CA 95662
 Phone: 916-987-7368
 Gena: 916-532-1252

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.

Section 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant'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 and Civil Code section 56.10. 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 28. CONFIDENTIALITY OF CLIENT INFORMATION.

Contractor shall comply with, and require all of Contractor's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

Section 29. OBLIGATIONS.

The terms and conditions of this agreement shall not insure to the benefit of any person or entity not a signatory to this agreement. Contractor recognizes that County is under no obligation to refer any Clients to the Facility.

Section 30. 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 11.

[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: [Signature] 11/9/17
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: [Signature] 11/9/17
James Johnson
Risk Management Analyst

 Date: 11-15-17

 Date: 11/15/17

CONTRACTOR

[Signature]
Peter Mariut
President

[Signature]
Gina Mariut
Secretary

Tax I.D. #: On File

Exhibit A
LEVELS OF CARE

LEVEL 1- \$279 daily rate includes:

One Psychiatry and Psychology visit monthly

Medically diagnosed mental health conditions including (but not limited to) delusions, hallucinations, and mood swings

LEVEL 2- \$411 daily rate includes-

One Psychiatry and Psychology visit monthly

Chronic mental conditions (but not limited to) Parkinson's, Schizophrenia, Dementia, Depression, Paranoia, Psychosis, and Bipolar

Aggression with all staff and others, resistive to ADL's

Wandering behavior, and Sun downing

Suicidal and Homicidal thoughts

LEVEL 3 - \$542 daily rate includes-

One Psychiatry and Psychology visit monthly

Chronic mental conditions (but not limited to) Parkinson's, Schizophrenia, Dementia, Depression, Paranoia, Psychosis, and Bipolar

Aggression with all staff and others, resistive to ADL's

Wandering behavior, and Sun downing

Suicidal and Homicidal thoughts

Screaming uncontrollably

Combative

1 on 1 supervision for wandering, abusive behavior and destruction of property

LEVEL 4 - \$592 daily rate includes-

One Psychiatry and Psychology visit monthly

Chronic mental conditions (but not limited to) Parkinson's, Schizophrenia, Dementia, Depression, Paranoia, Psychosis, and Bipolar

Aggression with all staff and others, resistive to ADL's

Wandering behavior, and Sun downing

Suicidal and Homicidal thoughts

Screaming uncontrollably

Combative

1 on 1 supervision for wandering, abusive behavior and destruction of property

Hospice Care