

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
WILLOW GLEN CARE 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 Willow Glen Care Center, a California corporation ("Contractor") (collectively, the "Parties" and individually a "Party") for the provision of Adult Residential Treatment Services at Sequoia Psychiatric Treatment Center ("Facility"), a Mental Health Rehabilitation Center ("MHRC").

Section 1. RESPONSIBILITIES OF CONTRACTOR.

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

- A. Provide to individuals ("Clients") referred by County to Contractor and accepted by Contractor, specialized mental health services, as defined in the California Code of Regulations, Title 9, Chapter 11, to Medi-Cal eligible beneficiaries who meet the criteria established in, and in accordance with, the Shasta County Managed Care Mental Health Plan (Plan) number 12-89397, including Medi-Cal beneficiaries as defined above that also have private insurance coverage. For the purposes of this agreement, the "Shasta County Managed Care Mental Health Plan" is the contract between the State of California Department of Health Care Services and the County to provide mental health managed care services to California Medi-Cal beneficiaries. The Shasta County Managed Care Mental Health Plan is available at: <http://www.co.shasta.ca.us/docs/HHSA/org-providers/AgrDHCS.pdf?sfvrsn=0>. Contractor shall check the website for updates regularly to ensure Contractor has current approved Shasta County Managed Care Mental Health Plan. Should Contractor be unable to access the electronic version of the Shasta County Managed Care Mental Health Plan, County will provide Contractor with a hard copy version upon written request. If any ambiguity, inconsistency, or conflict exists between the language of this agreement and Shasta County's Managed Care Mental Health Plan, the Shasta County Managed Care Mental Health Plan shall govern.
- B. Perform services for County as prescribed in **EXHIBIT A, PROGRAM SERVICES**, attached and incorporated herein. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of its EXHIBITS, the provisions of this agreement shall govern.
- C. 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.

Pursuant to the terms and conditions of this Agreement County shall:

- A. Compensate Contractor as prescribed in sections 3 and 4 of this agreement.
- B. Perform County responsibilities as prescribed in **EXHIBIT A**.
- C. Monitor and evaluate the performance of Contractor throughout the term of this agreement to assure compliance with the terms and conditions of the agreement and shall notify Contractor of any deficiencies and/or performance concerns.

Section 3. COMPENSATION.

- A. Contractor shall be paid for the services prescribed in this agreement at the rates specified in **EXHIBIT B, PAYMENTS**, attached and incorporated herein. During the term of this agreement, the Health and Human Services Agency ("HHSA") Director, or any HHSA Branch Director designated by the HHSA Director, may approve in writing and in advance, changes in any of Contractor's rates provided that the increase in any single rate shall not exceed 10 percent over the original rate during the entire term of this agreement and provided that the rate increase shall not increase the total compensation under this agreement. The maximum amount payable to Contractor under this agreement shall not exceed \$1,450,000 during the entire term of the agreement.
- B. Modifications to the County authorized rate without the written consent of County shall not be compensated.
- C. Contractor shall not be paid for days when the Client does not receive Adult Residential Treatment Services or when the Client is not present. Contractor shall be paid for the day of admission but not the day of discharge.
- 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 HHSA Business and Support Service, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, a billhead or invoice regularly used in the conduct of business of the Contractor by the 15th day of each month for services rendered the preceding month, together with monthly documentation of services to include at a minimum: 1) weekly nursing and rehabilitation progress notes; 2) names of Client and Client identification number ("ID#") with each Client's admission and/or discharge date; 3) documentation of

monthly review of Individual Service Plan (“ISP”) with Client and staff signatures; 4) quarterly ISP update with staff signatures when applicable; and 5) number of days utilized by each Client pursuant to this agreement. County shall make payment within 30 days of receipt of Contractor’s complete, correct, and approved statement. For the final month or portion thereof that this agreement is in effect, Contractor shall submit a final statement for services rendered for the final month or portion thereof that this agreement was in effect, by the 15th of the following month, and County shall make payment of the final correct and approved statement by the 30th of that following month. 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 of 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 reduction, or a cash refund, as appropriate.
- C. Services billed to Medi-Cal for Contractor by County and subsequently denied for payment by Medi-Cal shall be the responsibility of Contractor and will be adjusted against future monthly statements of services rendered.
- D. County shall exhaust all administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal or other payer sources for services delivered pursuant to this agreement.
- E. 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.
- F. If a federal or state audit exception is created, during the course of the provision of services under this agreement, due to an error or errors of omission or commission on the part of County, County shall be responsible for the audit exception. If a federal or state audit exception is created, during the course of the provision of services under this agreement, due to an error or errors of omission or commission on the part of Contractor, Contractor shall be responsible for the audit exception.
- G. This Section and Section 3 shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to remit payment to Contractor as prescribed herein and in Section 3.

Section 5. TERM OF AGREEMENT.

The term of this agreement shall commence July 1, 2016 and shall end June 30, 2019. 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 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 the Shasta County Board of Supervisors, the County Executive Officer, 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, including rate changes as specified in Section 3 A., and retroactive 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 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 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') 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 occurrence, and not less than \$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. Contractor recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- C. 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. Contractor shall comply with the Federal Rehabilitation Act of 1973, section 504.
- E. Contractor and Contractor's officers, employees, and agents shall comply with the Deficit Reduction Act of 2005 §6032.
- F. For all services, Contractor shall comply with all applicable Medi-Cal Specialty Mental Health Services regulations; section 14680 of the Welfare and Institutions Code; and the California Code of Regulations, Title 9, Chapter 11.

- G. Contractor shall comply with all applicable provisions of Part 2 of Division 5 of the Welfare and Institutions Code, (commencing at section 5600 et seq.), Title 9 and Title 22 of the California Code of Regulations, the California Department of Health Care Services Cost Reporting/Data Collection Manual (CR/DC), and the prior State of California Department of Mental Health Policy Letters.
- H. Contractor shall comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, pertaining to the provision of Medi-Cal Specialty Mental Health Services, each of which are hereby made a part hereof and incorporated herein by reference including, but not limited to, California Code of Regulations, title 9, section 1810.436, subd. (a)(1)-(5), which provides (in substance) that:
- (1) Medi-Cal beneficiaries shall receive the same level of care as provided to all other patients served;
 - (2) Medi-Cal beneficiaries shall not be discriminated against in any manner;
 - (3) Contractor shall make all records, program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by County, state, or federal authorities;
 - (4) Compensation paid pursuant to this agreement is considered to be payment in full; and
 - (5) Contractor shall adhere to Title XIX of the Social Security Act and conform to all other applicable federal and state statutes and regulations.
- I. 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.
- J. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- K. Contractor shall comply with Section 1352 of Title 31, U.S.C. and no funds expended pursuant to this agreement shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement. All services rendered by Contractor pursuant to this agreement shall be in compliance with Section 1352 of Title 31, U.S.C., and in conjunction therewith shall executed the attached **EXHIBIT D**, CERTIFICATION REGARDING LOBBYING, attached hereto and incorporated herein.

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, and notwithstanding any other provision of this agreement, Contractor shall maintain all records for seven 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.

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 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. PERSONNEL.

- A. Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations, for the type of services prescribed in **EXHIBIT A.**
- B. Contractor shall provide clinical supervision to all treatment staff, licensed or unlicensed. Those staff seeking licensure shall receive supervision in accordance with the appropriate State Licensure Board

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 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: Director of Business & Support Services
Attn: Contracts Unit
P.O. Box 496005
Redding, CA 96049-6005
Tel: (530) 245-6860
Fax: (530) 225-5555

If to Contractor: Executive Director
Willow Glen Care Center
1547 Plumas Ct.
Yuba City, CA 95991
Tel: (530) 751-9900
Fax: (530) 751-9915

- 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. 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 CLIENT/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 Client/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 Client/patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. FINANCIAL REPORTING

Contractor shall provide financial information and/or records pertaining to Contractor's agency including, but not limited to: 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.

Section 28. ANNUAL COST REPORT

- A. Contractor shall submit a separate, detailed Mental Health Provider Cost Report ("Cost Report") in the format prescribed by the California Department of Health Care Services and a complete financial statement ("Financial Statement") not later than 90 days after the end of this agreement. Contractor's Cost Report and Financial

Statement shall be subject to audit by appropriate County, state, and federal audit agencies. Costs for Medi-Cal eligible services rendered by Contractor shall be settled in accordance with California Department of Health Care Services guidelines. The Cost Report shall calculate the cost per unit as the lowest of the actual costs or published charges. In the event the Cost Report settlement identifies an overpayment to Contractor, Contractor shall reimburse County the full overpayment amount. If Contractor fails to reimburse County within 60 days of receiving notice from County of the overpayment, County may withhold up to 20 percent of future monthly payments to Contractor under this agreement until the full overpayment has been recouped, or up to 100 percent of the final payment to Contractor under this agreement until the full overpayment has been recouped. If any amount of overpayment to Contractor remains unpaid upon the termination, expiration, or cancellation of this agreement, which has not been reimbursed to County either by monthly withholding or withholding from the final payment under this agreement, Contractor shall reimburse County within 60 days of the termination, expiration, or cancellation of this agreement. This provision shall survive the termination, expiration or cancellation of this agreement.

- B. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report and Financial Statement. Contractor shall submit a copy of the unaudited financial statements with the completed Cost Report and Financial Statement. In addition, Contractor shall submit to County an independent audit report conducted by a Certified Public Accountant in accordance with Office of Management and Budget (OMB) Circular A133 within 276 days after the close of each County fiscal year during which this agreement is in effect. This provision shall survive the termination, expiration, or cancellation of this agreement.
- C. Compensation for services rendered subsequent to the Cost Report and Financial Statement due dates may be withheld from Contractor at the County's sole discretion until the Cost Report and Financial Statement have been received by County.

Section 29. FEDERAL HEALTHCARE COMPLIANCE PROGRAM.

- A. In entering into this agreement, Contractor acknowledges the County's Compliance Program and has received, read and understands the Shasta County Health and Human Services Agency Mental Health Plan ("MHP") Contractor Code of Conduct ("Code of Conduct"), attached and incorporated herein as **EXHIBIT E**, and agrees to comply and to require its employees who are considered "Covered Individuals", without limitation, to comply with all provisions of the Code of Conduct. Should the aforementioned Code of Conduct be amended during the term of this agreement, Contractor shall comply with the Code of Conduct as amended and as provided to Contractor by County. "Covered Individuals" are defined as employees or subcontractors of the Contractor with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal

Healthcare program for which County seeks reimbursement from the Federal Healthcare programs.

- B. Contractor agrees to provide copies of the Code of Conduct to all Covered Individuals who are its employees and to obtain (subject to review by County and/or Office of Inspector General [OIG]) signed certifications from each individual certifying that they have received, read, and understand and agree to abide by the requirements of the Code of Conduct. Contractor shall retain the signed certification on file and provides to County's Compliance Officer or his or her designee within 10 days of written request of County.
- C. Contractor agrees that all of its employees who are Covered Individuals, both current and all newly-hired, will be required to attend annually the complete compliance training program provided by County, or attend Contractor's compliance training program with prior approval of County's Compliance Officer or his or her designee, as required by the County's Program for Compliance with Federal Healthcare Programs.
- D. Contractor shall not enter into an agreement with any provider who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Care, Medicaid or Medi-Cal.
- E. Contractor attests that Contractor and all Contractor's employees and subcontractors are not excluded from Medi-Cal, Medicaid, or Medi-Care provider participation.
- F. Contractor shall verify monthly to ensure all of Contractor's employees and subcontractors are not excluded from Medi-Cal, Medicaid and Medi-Care provider participation. Contractor shall maintain documentation of monthly verification on file and provide such documentation to County within 10 days of written request from County. Verification checking, at a minimum shall include Contractor's use of the following three websites:
 - 1. http://oig.hhs.gov/exclusions/exclusions_list.asp
 - 2. <https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>
 - 3. <https://www.sam.gov/portal/SAM/#1>

Section 30. APPLICATION OF OTHER AGREEMENTS.

Contractor and all of Contractor's officers, agents, employees, and volunteers, and any of Contractor's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the Shasta County Managed Care Mental Health Plan , as referenced in Section 1.A of this agreement and available at this link: http://www.co.shasta.ca.us/index/hhsa_index/Mental_health_alcohol_and_drug/OrgProviders.aspx, between the County of Shasta and the California Department of Health Care Services. Furthermore, Contractor shall comply with all of their obligations pursuant to the following numbered provisions of the Shasta County Managed Care Mental Health

Plan Exhibit D(F), Section 5(J): 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions of Exhibit D(F) that are deemed applicable.

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, to the extent it is a "covered entity" as defined by 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 employees and subcontractors 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 and reasonable 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 10.

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: _____

PAM GIACOMINI, 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:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.
County Counsel

By: Alan B. Cox 10/17/16
Senior Deputy County Counsel

By: James Johnson 10/17/16
Risk Management Analyst

CONTRACTOR

Date: 10-18-16

By: TOM ORTNER
Executive Director

Tax I.D.#: On File

EXHIBIT A PROGRAM SERVICES

Willow Glen Care Center operates Sequoia Psychiatric Treatment Center (“SPTC”) a 16-bed Mental Health Rehabilitation Center (“MHRC”) at 1541 Plumas Court, Yuba City, California, 95991. The Facility is certified by the California Department of Health Care Services under the California Code of Regulations, Title 9, Division 1, to provide Adult Residential Treatment Services included under Healthcare Common Procedure Coding System number H0019 (“HCPCS H0019”). The Facility will serve mentally ill adults ages 18 and older who do not require a higher level of acute psychiatric care but require stabilization of their mental health condition and temporarily require a higher level of care than licensed residential or independent living.

1. Staffing

Contractor’s Facility will be staffed by professionals and paraprofessionals, including a psychiatrist, physician’s assistant, nurse practitioner, clinical psychologist, registered nurse, licensed vocational nurse//licensed physical therapist, recreation therapist, program director, and milieu counselors. Ancillary services such as medical appointments, consults, lab, dentistry, etc., will be made with appropriate referrals.

2. Program Focus

Program focus will include those areas that historically are barriers to successful and lasting transition to less restrictive levels of care including

- Medication management and education; and
- Interpersonal coping skills development; and
- Independent living skills education and practice, and
- Self-advocacy.

It is anticipated that Clients will remain in the program until they are able to transition to an appropriate placement identified by their county of origin.

3. Goals and Outcomes

The goal of SPTC is to assist mental health Clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care. It is expected that referrals will come from two sources: higher levels of acute, locked, or other long-term placements or from lower levels of supervised or independent living. Sequoia Psychiatric Treatment Center shall provide a Client-driven, clinician supervised rehabilitation program model that will assist the Client in identifying, practicing and implementing those skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements.

4. Service Authorization

Services shall be pre-authorized in writing by County. Services not pre-authorized in writing by County shall not be compensated.

Contractor shall:

- a. Complete the Registration Form, as provided to Contractor by County, within seven days of admission and fax to Shasta County Managed Care at 530-225-5950.
- b. Submit all required documentation to Shasta County Managed Care within 45 days of admission for initial authorization. Documentation shall only be submitted by fax to 530-225-5950, or double-enveloped by carrier to 1810 Market Street, Redding, CA 96001. Documentation shall include, but not be limited to:
 1. Adult Residential Treatment Services HCPCS H0019 Treatment Authorization Request ("ARTS TAR") form, (**EXHIBIT C** attached and incorporated herein);
 2. Comprehensive mental health evaluation (completed within 30 days of admission);
 3. Individual Service Plan ("ISP") (Completed within 30 days of admission);
 4. Physical exam (completed within 72 hours of admission, unless a physical has been completed within 30 days prior to admission);
 5. Initial assessment (completed within 15 days, unless a similar assessment has been done by the referring agency within thirty days prior to admission);
 6. Nursing evaluation (completed within seven days of admission)
- c. If authorization for services beyond six months is needed, submit required documentation to Shasta County Managed Care no later than 15 days prior to the expiration of the current authorization. Documentation for treatment authorization beyond the initial six months includes, but is not limited to:
 1. ARTS TAR form (**EXHIBIT C**); and
 2. The most recent ISP with client and staff signatures and estimated Length of Stay ("LOS"); and
 3. Documentation of quarterly review of medical necessity for continued services by SPTC and County Mental Health Director or designee.
- d. Ensure all Clients admitted to Contractor's Facility must, either personally or through an authorized representative, enter into an admission agreement and shall be subject to the terms and conditions of Contractor's Client admission and discharge criteria. All admissions agreements must be signed by the HHSA Director, or his or her designee, including County authorization to pay for the Client's services.

- e. Review referrals from County and communicate disposition to County within three working days from receipt. All denials shall be in writing and submitted to County within three working days from receipt of referral.

5. Rates

Facility rates shall be paid in accordance with Section 3 COMPENSATION, of this agreement and shall be determined as part of the written authorization.

6. Additional Provisions

County shall:

- a. Participate in regular site visits to Contractor's Facility for the purpose of monitoring Client's progress, general welfare of Clients, physical and program integrity of the Facility as well as routine review of service provider reports and fiscal claims.
- b. Participate in monthly utilization review which may be composed of, but not limited to, the following participants: the Client's conservator or representative, County, Contractor's Facility staff or designee. Findings and recommendations of utilization review shall become integrated in the Client's treatment plan.
- c. In conjunction with SPTC, reassess each client to determine the need for continued placement of the Client at least every four months, as specified in Title 9, Subsection 786.15 (g).
- d. Refer Clients to Contractor's Facility and sign admission agreements when appropriate.
- e. Review each Facility's admission, discharge and LOS data on a quarterly basis.
- f. Complete the 60 day pre-authorization upon receipt of Registration Form from Contractor.
- g. Review and authorize completed ARTS TAR within 14 days of receipt of all required documentation by Contractor.

Contractor shall:

- a. Complete monthly, a Client placement report on the progress of individual Client treatment goals for each Client place by County and in a format pre-approved by County.
- b. In conjunction with the County mental health director or designee, reassess each client to determine the need for continued placement of the Client at least every four months, as specified in Title 9, Subsection 786.15 (g).

- c. Submit to Shasta County Managed Care a discharge summary and the Discharge Form, as provided to Contractor by County, no later than 15 days after discharge.
- d. Provide information on adverse incidents to County, including, but not limited to, deaths, elopements, physical injury, physical or sexual abuse, or significant assaults. Contractor shall provide corrective action plans and progress reports when indicated or requested by County.
- e. Cooperate with County requests for information on Clients placed under the terms of this agreement.
- f. Allow County to have reasonable access to (1) all areas of any of Contractor's facilities wherein a Client is currently placed, or had been placed, pursuant to this agreement, at any time and (2) to such data as will allow for the meaningful evaluation and monitoring of quality of care.
- g. Provide County copies of any reports prepared by State agencies or licensing bodies regarding Contractor's Facility or quality of care provided at Contractor's Facility, including any notations of deficiencies.
- h. Upon receiving notice from County of any identified deficiencies and/or performance concerns, Contractor is obligated to respond to these concerns to the satisfaction of County which, at the sole discretion of County, may include provision of a corrective action plan.
- i. Cooperate with County when County is working to exhaust all administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal or other payer sources for services delivered pursuant to this agreement.
- j. Acknowledge the funding source of all activities undertaken pursuant to this agreement including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Health Care Services."

EXHIBIT B PAYMENTS

PAYMENT. Payment shall be made to Contractor, Willow Glen Care Center, for the number of days of services provided at Sequoia Psychiatric Treatment Center under this agreement pursuant to the following conditions and terms:

- A. Contractor shall submit to County a monthly billhead or invoice and required documentation in accordance with Section 4 of this agreement.
- B. Contractor shall be paid for Adult Residential Treatment Services HCPCS H0019 provided at Sequoia Psychiatric Treatment Center, at a rate of:

\$300.00 per day, per Client, excluding day of discharge.

EXHIBIT C

SEQUOIA PSYCHIATRIC TREATMENT CENTER ADULT RESIDENTIAL TREATMENT SERVICES (H0019) TREATMENT AUTHORIZATION REQUEST

Client name: _____ DOB: _____ SCMH Chart # _____

Requested Start Date/Initial Placement Date: _____

☐ Initial Authorization ☐ 1st Re-Authorization ☐ 2nd (final) Re-Authorization

MEDICAL NECESSITY CRITERIA	
ICD-10 Diagnosis: (Include Name and Code)	
As a result of a mental disorder must have at least one criterion:	<input type="checkbox"/> 1. A significant impairment in an important area of life functioning. <input type="checkbox"/> 2. A probability of significant deterioration in an important area of life functioning.
Must meet each of the intervention criteria:	<input type="checkbox"/> 1. The focus of the proposed intervention is to address the condition identified above, <u>and</u> <input type="checkbox"/> 2. The proposed intervention will do at least one of the following: <input type="checkbox"/> A. Significantly diminish the impairment, and/or <input type="checkbox"/> B. Prevent Significant deterioration in an important area of life function.

Adult Residential Treatment Services include a range of activities and services that support beneficiaries in their effort to restore, maintain and apply interpersonal and independent living skills and to access community support systems. The service is available 24 hours a day, seven days a week.

If corrections or additional information is requested, Shasta County will provide a 14 day extension to complete submission.

Authorization Status: ☐ Denied ☐ 14 Day Extension

Managed Care Reviewer (print): _____ Date: _____

This Authorization approves 6 months of Adult Residential face to face services for Shasta County Medi-Cal Beneficiaries only. Payment is contingent upon continued medical necessity and submission of all required documents.

Authorization Period: from _____ to _____

☐ Authorized by Shasta County Managed Care _____
(signature/title/date)

EXHIBIT D

State of California Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Jeff Payne
Printed Name of Person Signing for Contractor

Willow Glen-Sequoia
Contract/Grant Number

[Signature]
Signature of Person Signing for Contractor

Date

C.O.O
Title

Agr.AS.Willow Glen-Sequoia.1619
2264-1-2016-01
CC41010

EXHIBIT E
SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,
MENTAL HEALTH PLAN (MHP)
CONTRACTOR CODE OF CONDUCT

Shasta County Health and Human Services Agency (HHSA), maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. HHSA Contractors shall follow this Contractor Code of Conduct (Code of Conduct) as applicable to services performed under the Managed Care Plan agreement between Shasta County and the State Department of Health Care Services and this Agreement between the County of Shasta and Contractor.

1. PURPOSE

The purpose of this HHSA Code of Conduct is to ensure that all HHSA Contractors providing services under the Shasta County Managed Care Plan (the agreement between Shasta County and State of California Department of Health Care Services to provide specialty mental health services to eligible Shasta County Medi-Cal beneficiaries) and this Agreement between the County of Shasta and Contractor, are committed to conducting their activities ethically and in compliance with all applicable state and federal statutes, regulations, and guidelines applicable to Federal Health Care programs. This Code of Conduct also serves to demonstrate HHSA's dedication to providing quality care to its Clients, and to submitting accurate claims for reimbursement to all payers.

2. CODE OF CONDUCT - GENERAL STATEMENT

- A. This Code of Conduct is intended to provide HHSA Contractors with general guidelines, to enable them to conduct the business of HHSA in an ethical and legal manner;
- B. Every HHSA Contractor is expected to uphold this Code of Conduct;
- C. Failure to comply with this Code of Conduct, or failure to report reasonably suspected issues of non-compliance, may result in the HHSA Contractor's termination of contracted status. In addition, such conduct may place the Contractor, the individuals employed by Contractor, or HHSA, at substantial risk in terms of its relationship with various payers. In extreme cases, there is also the risk of action by a governmental entity up to and including an investigation, criminal prosecution, and/or exclusion from participation in the Federal Health Care Programs.

3. CODE OF CONDUCT

All HHSA Contractors and employees of Contractor shall:

- A. Perform their duties in good faith and to the best of their ability;
- B. Comply with all statutes, regulations, and guidelines applicable to Federal Health Care programs, and with this Code of Conduct;
- C. Refrain from any illegal conduct. When a Contractor is uncertain of the meaning or application of a statute, regulation, or policy, or the legality of a certain practice or activity, Contractor shall inform the HHSA Compliance Officer or designee;
- D. Not obtain any improper personal benefit by virtue of their contractual relationship with HHSA;
- E. Notify the HHSA Compliance Officer or designee immediately upon the receipt, at any location, of any inquiry, subpoena, or other agency or government request for information regarding HHSA or the services provided under this agreement between HHSA and Contractor;
- F. Not destroy or alter HHSA information or documents in anticipation of, or in response to, a request for documents by any applicable government agency or from a court of competent jurisdiction;
- G. Not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, client, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- H. Not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the Contractor's independent judgment in transactions involving HHSA or the services provided under this agreement between HHSA and Contractor;
- I. Disclose to the HHSA Compliance Officer or designee any financial interest, official position, ownership interest, or any other financial or business relationship that they (or a member of their immediate family, or persons in their employ) has with HHSA's employees, vendors or contractors;
- J. Not participate in any false billing of HHSA, client, other government entities, or any other Party;
- K. Not participate in preparation or submission of any false cost report or other type of report submitted to the HHSA or any other government entity;
- L. Not pay, or arrange for Contractor to pay, any person or entity for the referral of HHSA client to Contractor, and shall not accept any payment or arrange for any other entity to accept any payment for referrals from Contractor;

- M. Not use confidential HHSA information for their own personal benefit or for the benefit of any other person or entity, while under contract to HHSA, or at any time thereafter;
- N. Not disclose confidential medical information pertaining to HHSA's Clients without the express written consent of the client or pursuant to court order and in accordance with all applicable laws;
- O. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of this Code of Conduct;
- P. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of any statute, regulation, or guideline applicable to Federal Health Care programs;
- Q. Know they have the right to use HHSA's Confidential Disclosure Line without fear of retaliation with respect to disclosures; and with HHSA's commitment to maintain confidentiality, as appropriate; and
- R. Not engage in or tolerate retaliation against anyone who reports suspected wrongdoing.

4. SHASTA COUNTY COMPLIANCE OFFICER

The Shasta County HHSA Compliance Officer may be contacted at:

Compliance Officer

Shasta County Health and Human Services Agency, Business & Support Services

1810 Market Street, Redding, CA 96001

P.O. Box 496005, Redding, CA 96049-6005

(530) 245-6750

24/7 Confidential Disclosure Line: (530) 229-8050 or 1-866-229-8050

Website Address:

http://www.co.shasta.ca.us/html/Mental_Health/About%20Us/About%20Us.htm

Email: mhcompofer@co.shasta.ca.us

CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS



Shasta County Health & Human Services Agency (HHSA)

CODE OF CONDUCT – CONTRACTOR CERTIFICATION

I, Teff Payne, by signing this Certification
(Print First and Last Name)

acknowledge that:

1. I am an employee of Willow Glen – Sequoia Treatment Center, a contractor of the County or Shasta, through its Health and Human Services Agency;
2. I have received a copy of the Code of Conduct;
3. I have read and understand the Code of Conduct; and
4. I agree to comply with the Code of Conduct.

Signed [Signature] Date 10-19-16

Please maintain on file and provide to HHSA upon request this signed certification to HHSA Compliance Program staff at 1810 Market Street, Redding, CA 96001, or to P.O. Box 496005, Redding, CA 96049-6005.

Thank you.