

## **PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND HILL COUNTRY COMMUNITY CLINIC**

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 Hill Country Community Clinic, a non-profit California corporation ("Contractor") (collectively, the "Parties" and individually a "Party") for the purpose of providing a mental health wellness and recovery program in Eastern Shasta County. For the purposes of this agreement, "Eastern Shasta County" encompasses the eastern portion of Shasta County, and includes, but is not limited to, the communities of Big Bend, Burney, Fall River Mills, Hat Creek, Montgomery Creek, Old Station, McArthur, and Round Mountain.

### **Section 1. RESPONSIBILITIES OF CONTRACTOR.**

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

- A. Provide a wellness and recovery program ("Program") as specified in **ATTACHMENT A**, attached and incorporated herein, for individuals and their families ("Participants") experiencing mental health challenges.
- B. Attend meetings as scheduled by County's Health and Human Services Agency ("HHSA") for the purpose of discussing and evaluating the Program and its elements, including, but not limited to, discussing and evaluating ongoing Participant involvement and engagement in the Program, specific services provided, and performance measurements and objectives.
- C. Ensure Contractor staff providing services pursuant to this agreement participate in training as provided and required by County.
- D. Provide a minimum of three, Level Two Wellness Recovery Action Plan ("WRAP") trainings per fiscal year, at a date, time, and location to be determined by mutual agreement of County and Contractor. If County and Contractor cannot agree, then County shall solely determine the date and times of the trainings.
- E. Acknowledge the funding source of all activities undertaken pursuant to this agreement by 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 by the County of Shasta through the California Mental Health Services Act." The HHSA logo, to be provided to Contractor by County, must be included on all printed materials.
- F. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is

produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."

**Section 2.     RESPONSIBILITIES OF COUNTY.**

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. Evaluate the performance of Contractor throughout the term of this agreement and shall monitor Contractor's compliance with the terms and conditions of this agreement.
- C. Schedule meetings with Contractor, for the purpose of discussing and evaluating the Program and its elements, including, but not limited to, discussing and evaluating ongoing Participant involvement and engagement in the Program, specific services provided, and performance measurements and objectives.
- D. Provide training for Contractor's staff as County deems necessary and appropriate in its sole discretion.

**Section 3.     COMPENSATION.**

- A. In accordance with the budget as prescribed in **ATTACHMENT B** (the "Budget"), attached and incorporated herein, County shall pay to Contractor a maximum of \$278,010 for County fiscal year (FY) 2020-21, \$286,340 for FY 2021-22, and \$294,940 for FY 2022-23 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. For the purposes of this agreement, the County Fiscal Year commences on July 1 and ends on June 30 of the following calendar year.
- B. Contractor shall be paid via electronic invoice payment; automated clearing house ("ACH"), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.
- C. In no event whatsoever shall maximum compensation exceed \$859,290 during the term of this agreement.
- D. Total line item budgeted costs per Budget per FY may vary up to a maximum of 15 percent between categories within each budget line item with prior written approval of the County's HHSA Director ("Director") or any HHSA Branch Director designated by the HHSA Director, and provided the maximum amount of compensation per FY is not exceeded.
- E. 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 Services, Attn: Accounts Payable P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15<sup>th</sup> day of each month for services rendered the preceding month, and in accordance with the Budget a

billhead or invoice regularly used in the conduct of business of the Contractor accompanied by an Expenditure Report, **ATTACHMENT C**, attached and incorporated herein, detailing Contractor's services and expenses along with copies of all supporting documentation and verifications, (including but not limited to, receipts and personnel timecards or time studies), for all expenses incurred. Administrative expenses shall be billed at 10 percent of direct expenses and shall not require supporting documentation. County shall make payment within 30 days of receipt of each of Contractor's correct and approved bill head or invoices. For the final month or portion thereof that this agreement is in effect, Contractor shall submit a final billhead or invoice for services rendered for the final month or portion thereof that this agreement was in effect, by the 15<sup>th</sup> of the following month, and County shall make payment of the final correct and approved billhead or invoice by the 30<sup>th</sup> of that following month. For purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Contractor's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable Contractor revenues, accruing or received by Contractor relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.

#### **Section 5. TERM OF AGREEMENT.**

The initial term of this agreement shall commence July 1, 2020 and shall end June 30, 2023. 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 County Executive Officer or his/her designee, the HHSA 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 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. In addition to the provision in Section 3.D., minor amendments, including retroactive and prospective, 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 per occurrence; such insurance shall be primary as to any other insurance maintained by County.

- B. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence, \$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 *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any

available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

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

## **Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim

or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

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

- A. Contractor shall observe and comply with all applicable 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 14. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Contractor shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.



- C. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

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

**Section 16. LICENSES AND PERMITS.**

- A. Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.
- B. Contractor shall immediately advise County of any investigation or adverse action taken against it, or its principals, partners, officers, employees, subcontractors, and agents providing services pursuant to this agreement, by state or federal agencies and/or professional licensing organizations.

**Section 17. PERFORMANCE STANDARDS.**

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

**Section 18. CONFLICTS OF INTEREST.**

Contractor and Contractor's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES.**

- A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

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

If to Contractor:       Executive Director  
                              Hill Country Community Clinic  
                              P.O. Box 228  
                              Round Mountain, CA 96084  
                              Phone: (530) 337-6243  
                              Fax: (530) 337-6655

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

**Section 20. AGREEMENT PREPARATION.**

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

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 22. PROPERTY TAXES.**

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

**Section 23. SEVERABILITY.**

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

**Section 24. COUNTY'S RIGHT OF SETOFF.**

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to 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 25. CONFIDENTIALITY.**

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 26. CONFIDENTIALITY OF PATIENT INFORMATION.**

All information and records obtained in the course of providing services under this agreement shall be confidential, and Contractor and all of Contractor's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 27. USE OF COUNTY PROPERTY.**

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

**Section 28. FINANCIAL REPORTING.**

Contractor shall provide to County the following financial information and/or records pertaining to Contractor: audited financial statements prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States ("OMB") and performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Contractor's receipt of the audited financial statement); IRS form 990 and all supporting schedules (submitted to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submitted 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 Branch, Attention: HHS Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. 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 29. 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 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: \_\_\_\_\_

\_\_\_\_\_  
MARY RICKERT, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

MATTHEW P. PONTES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel

By: Alan B. Cox 3/26/20  
Alan B. Cox  
Deputy County Counsel III

RISK MANAGEMENT APPROVAL

By: James Johnson 03/30/20  
James Johnson  
Risk Management Analyst III

Date: 4/30/2020

**CONTRACTOR**

Lynn Dorroh  
Lynn Dorroh, Executive Director

Tax I.D.#: On File

**ATTACHMENT A  
PROGRAM WORKPLAN  
Mental Health Wellness and Recovery**

**1. Program Overview**

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

**2. Location**

The Program shall serve residents of Eastern Shasta County. Contractor shall provide services within the communities of Round Mountain, Montgomery Creek, Big Bend, Burney, Fall River Mills, McArthur, and Hat Creek as well as the other communities within Eastern Shasta County. Program services shall be available a minimum of four days per week with a minimum of twenty hours per week, excluding County Holidays (as specified in Sections 11.1 and 11.2 of the Shasta County Personnel Rules). Notwithstanding, the Program may be open or closed on County Holidays at the sole discretion of the Contractor.

**3. Staff**

- A. The Program shall be staffed according to **ATTACHMENT B**. Program staff shall include both volunteer and paid staff.
- B. All staff members shall be familiar with the values, goals, and practices of recovery and wellness, and shall receive training in the competency of serving persons of every culture, language, group, and ethnicity.



**4. Participants**

The Program shall serve residents of Eastern Shasta County. Contractor shall provide services within the communities of Round Mountain, Montgomery Creek, Big Bend, Burney, Fall River Mills, McArthur, and Hat Creek as well as the other communities within Eastern Shasta County. Program services shall be available a minimum of four days per week with a minimum of twenty hours per week, excluding County Holidays (as specified in Sections 11.1 and 11.2 of the Shasta County Personnel Rules). Notwithstanding, the Program may be open or closed on County Holidays at the sole discretion of the Contractor.

**5. Services and Components**

A. Program service delivery systems shall be broad-based and inclusive. These may include, but are not limited to, engagement activities, peer support, socialization activities, and wellness and recovery activities. Contractor shall provide a variety of individual services and scheduled activities in the Program and shall include, but not be limited to, the following:

- (1) support groups
- (2) socialization activities
- (3) peer counseling
- (4) mentoring
- (5) Participant support and training on self-advocacy
- (6) physical activities
- (7) art and writing classes
- (8) healthy lifestyle classes
- (9) understanding personal finances workshops
- (10) targeted activities for families to increase support, communication, and education
- (11) Participant satisfaction survey
- (12) alcohol and substance abuse 12-step recovery programs
- (13) housing information
- (14) independent living skills workshops
- (15) employment services
- (16) assistance for Participants to understand, navigate, and connect to mental health services and other community resources
- (17) pre-crisis services
- (18) arranging transportation services which increase access to the Program

B. The Program shall provide a monthly calendar of scheduled activities and events.

C. The Program shall provide activities and events designed to engage Participants in a variety of interactions with the community, including, but not limited to, volunteering.

**6. Community Participation and Coordination**

- A. The Program shall facilitate broad-based partnerships with other community groups to provide maximum services to Participants. These partnerships shall include, but not be limited to:
- (1) Shasta County Health and Human Services Agency, including Adult Services, Children's Services and Regional Services
  - (2) Shasta County Housing Department
  - (3) Shasta College
  - (4) Social Security Administration
  - (5) NAMI
  - (6) Tri-County Community Network
  - (7) Bridges to Community
  - (8) City of Redding Housing Authority
  - (9) Good News Rescue Mission
  - (10) Shasta Community Health Center
  - (11) Local service clubs

**7. Recordkeeping and Reporting**

- A. Contractor shall provide County with written Quarterly Progress Reports due no later than 20 days after the end of each calendar quarter (i.e., within 20 days after the last day of March, June, September, and December) during the time this agreement is in effect. Should this agreement expire or be terminated on a date other than the end of a calendar quarter, the final Quarterly Progress Report shall cover the period of time during the last calendar quarter this agreement was in effect and shall be provided to County within 20 days after this agreement expires or is terminated. Each Quarterly Progress Report shall contain, but not be limited to, the following elements:

- (1) Participant data
  - a. demographics- age, gender, ethnicity, and whether the Participant is a consumer of mental health services or a family member
  - b. mental health involvement - past or present (for the purposes of this provision, "mental health involvement" means whether the Participant has utilized mental health services, at any time (past or present))
  - c. number of Participants utilizing any service provided under this agreement or having any contact with the Wellness Program
  - d. number/type of referrals from the Wellness Program to other community resources
  - e. participant Satisfaction survey results
  - f. copies of Wellness Program Newsletter

## EXHIBIT A

- g. evaluation status - progress on performance goals, measurements, and outcome
- h. narrative on progress, successes, any potential problems
- (2) Activities. For the purposes of this provision “Activity” or “Activities” means specific actions or functions provided for Participants.
  - a. description - type, duration, schedule, whether the facilitator of the Activity is a volunteer or an employee
  - b. number of Participants engaged in each Activity
- (3) Staff
  - a. number of paid staff - title and job duties, previous Wellness Program volunteer status, if any, and whether the staff person is a consumer of mental health services or family member
  - b. volunteer staff - title and job duties, previous volunteer status at the Wellness Program, and whether the staff person is a consumer of mental health services, or a family member
- B. Contractor shall develop and maintain detailed records concerning the services provided pursuant to this agreement. Those records shall be in a form acceptable to Contractor and County. Timely submission of reports is required. Payments made to Contractor under this agreement shall be contingent upon County’s timely receipt and approval of required reports.

**8. Evaluation**

The Program shall be jointly evaluated by Contractor and County utilizing data supplied by Contractor. The Program evaluation shall be in the sole discretion of County, a minimum of once per County Fiscal Year and shall include a site visit to the Wellness Program sites. The following are the goals, expected outcomes, and measurements for the Program:

Goals	Outcomes	Measurements
Expanded Wellness Center Services	Increased availability of services to Participants	Program will provide on a monthly basis: 40 scheduled Activities or Groups; 6 workshops: employment, housing, independent living skills, personal finances; and four 12-step recovery meetings
		Serve a minimum of 150 unduplicated Participants per County Fiscal Year
		A minimum of 75% of those individuals accessing the Program per County Fiscal Year will participate in a minimum of one Activity or Group
		Track and compare the number and type of available community services from the beginning to the end of the contract period.
Increased Community Collaboration	Participant involvement at all levels	Planning and direction of Wellness Center Programs: a minimum of 20% of Participants will be involved in this process
		Program Staff Makeup: a minimum of 60% Participant or family member per County Fiscal Year
		Track number of referrals by type
		Measure/track how Participants are involved in the community
Healthier Participants	Increased ability to spend time in meaningful activities	Satisfaction Survey Results
		Satisfaction Survey Results
		Satisfaction Survey Results
		Satisfaction Survey Results

# EXHIBIT B BUDGET

Shasta County Health & Human Services Agency  
1810 Market Street  
Redding, CA 96001

Hill Country Community Clinic  
P.O. Box 228  
Round Mountain, CA 96084

## Multi-Year Service Budgets

Budget Category		Budget Period 07/20 - 06/21	Budget Period 07/21 - 06/22	Budget Period 07/22 - 06/23	Total Budgeted Costs 07/20 - 06/23
<b>Personnel/Position</b>	<b>FTE</b>				
Program Manager	1.00	\$ 54,080.00	\$ 55,702.00	\$ 57,373.00	\$ 167,155.00
Advocate Coaches	2.85	94,380.00	97,211.00	100,128.00	291,719.00
		-	-	-	-
Fringe Benefits		\$ 51,960.00	\$ 53,517.00	\$ 55,124.00	\$ 160,601.00
<b>Total Salary and Benefits</b>		<b>\$ 200,420.00</b>	<b>\$ 206,430.00</b>	<b>\$ 212,625.00</b>	<b>\$ 619,475.00</b>
<b>Operating Expenses</b>					
General Operating Expenses		\$ 3,650.00	\$ 3,760.00	\$ 3,872.00	\$ 11,282.00
Office Expenses/Supplies		1,800.00	1,854.00	1,910.00	5,564.00
Educational Materials		1,100.00	1,133.00	1,167.00	3,400.00
Recreational Expense		1,000.00	1,030.00	1,060.00	3,090.00
Travel & Training		35,000.00	36,050.00	37,132.00	108,182.00
Rent & Utilities		21,000.00	21,630.00	22,279.00	64,909.00
Consultants		800.00	824.00	849.00	2,473.00
<b>Total Operating Expenses</b>		<b>\$ 64,350.00</b>	<b>\$ 66,281.00</b>	<b>\$ 68,269.00</b>	<b>\$ 198,900.00</b>
<b>Other Expenses</b>					
Capital Assets					
<b>Total Other Expenses</b>					
<b>Total Expenses</b>		<b>\$ 264,770.00</b>	<b>\$ 272,711.00</b>	<b>\$ 280,894.00</b>	<b>\$ 818,375.00</b>
<b>Administrative Cost</b>		<b>\$ 13,240.00</b>	<b>\$ 13,629.00</b>	<b>\$ 14,046.00</b>	<b>\$ 40,915.00</b>
<i>(Not to exceed 10%)</i>					
<b>Totals</b>		<b>\$ 278,010.00</b>	<b>\$ 286,340.00</b>	<b>\$ 294,940.00</b>	<b>\$ 859,290.00</b>

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

## EXHIBIT C EXPENDITURE REPORT

Hill Country Community Clinic  
P.O. Box 228  
Round Mountain, CA 95084

Check for final Report ☐

Date of Report

Term of Contract: 7/17 – 6/20

Period of Report

Budget Category (1)	Approved Budget (2)	This Period (3)	Previous Periods (4)	YTD (5)	Remaining Balance (6)
<b>Personnel/Position</b>					
Fringe Benefits					
<b>Total Salary and Benefits</b>					
<b>Operating Expenses</b>					
Office Expenses/Supplies					
Equipment					
Rents/Leases					
Utilities/Communications					
Travel					
(OTHER - Please Specify)					
<b>Total Operating Expenses</b>					
<b>Other Expenses</b>					
Capital Assets					
(OTHER - Please Specify)					
<b>Total Other Expenses</b>					
<b>Total Expenses</b>					
<b>Administrative Cost</b>					
(Not to exceed 10% of Salaries)					
<b>Totals</b>					

**Invoice Total**

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Prepared by: (type name here)

Date

Telephone #