

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND HILL COUNTRY

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 California non-profit corporation (“Contractor”) (collectively, the “Parties” and individually a “Party”) for the provision of a Community Mental Health Resource Center (“Center”).

The purpose of this agreement is to provide a Center, located at 1401 Gold St. Redding, CA 96001, that will enable the residents of Shasta County to voluntarily access mental health evaluation, education and referral services and Caregiver support services 365 days per year with hours of operation from 2 p.m. to 11 p.m. Monday through Friday and 11 a.m. to 11 p.m. Saturdays, Sundays and Holidays. The Center shall also provide Foster Parent Retention Recruitment, and Support and Assisted Outpatient Treatment services. The Center will increase after-hours access to clinical services, particularly to individuals currently un-served or under-served by County’s current mental health system, to bridge service gaps to better meet the needs of our community and reduce the use of local hospital emergency rooms.

Section 1. DEFINITIONS.

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

- A. **Assertive Community Treatment (“ACT”):** An evidence-based service delivery model for individuals who are diagnosed with serious mental illness who experience the most intractable symptoms. The staff to Client ratio is 1:10.
- B. **Assisted Outpatient Treatment (“AOT”):** Program which allows the court to order individuals ages 18 and older with a serious mental illness to comply with outpatient treatment while living in the community. Also known as Laura’s Law.
- C. **AOT Client** – Individual referred by County to Center for authorized AOT services.
- D. **Case Management:** The coordination of community services for County mental health clients by allocating a professional to be responsible for the assessment of need and providing services.
- E. **Client:** Any Shasta County resident who voluntarily receives services, other than AOT, from the Center.
- F. **Caregiver:** Family member of Client or other person who provides support or assistance to Client.
- G. **Cultural Competency:** A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among Client providers, family member providers, and professionals that enable that system, agency, or those Client providers, family member providers, and professionals to work effectively in cross-cultural situations. Cultural competence includes language competence, and views cultural and language competent services as methods for the elimination of racial, ethnic, age, and sexual orientation biases in the delivery of mental health services.

- H. **Foster Parent Retention, Recruitment, and Support (“FPRRS”)**: A program and funding source to increase the number of foster parents, relative caregivers and resource families available for placement of foster youth.
- I. **Foster Youth**: A minor or non-minor dependent who falls within the jurisdiction of the juvenile court and is considered a dependent of the court.
- J. **Innovation**: The Mental Health Services Act project approved by the Shasta County Board of Supervisors. It includes after-hours access to clinicians for assessment and subsequent referral to community resources and education. For the purposes of this agreement, The Center is representative of the Innovation Project.
- K. **Laura’s Law**: A California state law that allows for court-ordered outpatient treatment for individuals 18 years of age or older with a serious mental illness who have a recent history of psychiatric hospitalizations, incarcerations, or acts, threats, or attempts of serious violent behavior towards themselves or others.
- L. **Peer**: An individual with lived experience as it relates to mental illness.
- M. **Project(s)**: Services provided at the Center are categorized into three separate projects.
 - (1) Innovation
 - (2) AOT
 - (3) FPRRS
- N. **Resource Family**: A caregiver who has undergone an approval process that combines elements of prior approval or licensing processes that were once separated out, including foster care licensing, relative approval, and adoption approval requirements. A Resource Family, whether they are related to a child, youth, or young adult in foster care or not, is considered to be approved to provide care for a court dependent or ward for a short term basis (foster care) or permanent basis (adoption or legal guardianship).
- O. **Wellness and Recovery Action Plan® (“WRAP”)**: A self-designed prevention and wellness process that anyone can use to get well and stay well. It is used extensively by individuals, health care systems, and mental health systems to address physical health, mental health, and life issues in order to support the fulfillment of a person’s life dreams and goals.

Section 2. RESPONSIBILITIES OF CONTRACTOR.

Pursuant to the terms and conditions of this agreement, Contractor shall provide at Center, pre-crisis assessment (Innovation) services, FPRRS and preauthorized AOT services.

A. Innovation (Center) Services

Contractor shall:

- 1) Provide access to clinical staff for any Client who is experiencing mental health issues and in need of clinical services in order to prevent a mental health crisis, and a Peer-staffed resource center for Clients and Caregivers. All services shall be provided utilizing the WRAP model. Innovation services to be provided shall include but not be limited to the following:

- a) Upon arrival at Center, Clients shall be welcomed and their immediate needs evaluated, including their housing status, through an assessment. Verbal support and encouragement shall be provided, snacks made available as well as a quiet environment, as the Client's level of need is determined and the Client is stabilized.
 - b) Returning Clients, Caregivers, AOT Clients or FPRRS clients arriving for use of the Peer-staffed resource center, AOT or FPRRS services are not required to be re-assessed and shall be directed accordingly.
 - c) Once the assessment is complete and Client is stabilized and considered not to be in crisis as determined by Contractor, a voluntary plan to assist the Client with his or her needs and goals for improvement will be developed with the Client to include a referral or referrals to appropriate Partner Organizations and/or the Peer-staffed resource center. Referrals to Partner Organizations shall incorporate the specific strategies, to also include Client/Caregiver surveys/questionnaires, Contractor has developed with each individual Partner Organization to refer and track referral results to monitor expected outcomes. Partner Organizations shall include but not be limited to the following agencies:
 - a. National Alliance on Mental Illness (NAMI),
 - b. Empire Recovery Center,
 - c. Visions of the Cross,
 - d. Northern Valley Catholic Social Service,
 - e. Homeless Coalition,
 - f. YMCA, and
 - g. Good News Rescue Mission.
- 2) Provide Peer staffing at the Center designed to meet Client and Caregiver needs by providing an array of resources and evidence-based interventions and services. Services and activities provided shall include but not be limited to the following:
- a) Assist with facilitating access to benefits such as Medi-Cal and Social Security,
 - b) Resource materials,
 - c) Referrals to other community-based organizations,
 - d) Education classes,
 - e) Discussion and support groups,
 - f) WRAP classes,
 - g) Assistance with navigating systems of care,
 - h) Assistance in understanding and completing paperwork,
 - i) Warm line,
 - j) Transportation,
 - k) Community room for activities and trainings that support Projects,
 - l) Buddy System.

- 3) Staffing shall be in accordance with staffing as represented in Care Center Budget – Innovations, attached and incorporated herein as **EXHIBIT D**.
- 4) Develop and provide all Center services with the intent to meet the following Project objectives:
 - a) Improve access to services, particularly for individuals currently not served or under-served by the existing mental health system;
 - b) Reduce mental health crises, including trips to the hospital emergency room, in both human and economic benefits;
 - c) Bridge service gaps, facilitate access to community-based resources, and better meet individual and family needs;
 - d) Positively impact families by partnering with other agencies and community-based organizations, including family-focused services as a priority, to increase access to mental health services and supports for families with competing daytime responsibilities; and
 - e) Identify services that are most associated with successful individual and family outcomes, with a particular focus on effective, innovative collaborative approaches.

5) Surveys/Questionnaires

Following the provision of services to Client and/or Caregiver at Center Contractor shall:

- a) Request Client and/or Caregiver complete survey and/or questionnaire appropriate to the services(s) being provided to enable Contractor to measure progress toward expected outcomes.
- b) Ensure all Client and/or Caregiver contact is documented and demographic/statistical information is captured.

6) Expected Outcomes

Contractor shall provide all Center services with the intent to meet the following expected outcomes:

- a) Assessment
 - (1) Average of more than 75 unique individuals per quarter (50% or higher) at the end of year one.
 - (2) Average of more than 113 unique individuals per quarter (75% or higher) at the end of year two.
 - (3) Average of more than 128 unique individuals per quarter (85% or higher) middle of year three.
 - (4) 50% or more Clients receiving assessment services self-report that they used the Center instead of a hospital emergency room.
 - (5) 50% or more of the Clients completing survey respond that the existence of the Center made them more likely to seek services.

- (6) 50% or more of the Clients completing the survey respond that services are easier to access because of the existence of the Center.

b) Peer-Staffed

- (1) Average of more than 50 unique individuals per quarter (50% or higher) at the end of year one.
- (2) Average of more than 75 unique individuals per quarter (75% or higher) at the end of year two.
- (3) Average of more than 85 unique individuals per quarter (85% or higher) at the middle of year three.

c) Partner Organizations

- (1) 85% or more of given referrals result in the Client successfully receiving the services/resources they were referred to.
- (2) 75% or more of those completing surveys report an increase in knowledge and comfort when seeking/discussing mental health services.
- (3) 85% or more of those who complete surveys, report better access to mental health services due to location and time of group/class.

B. FPPRS Services

Contractor shall:

- 1) Provide FPPRS services to any Shasta County resident Foster Youth placed in the foster care system and current and potential parents/caregivers of Foster Youth. Services shall include but not be limited to the following:
 - a) Trainings - Center classrooms and facilities shall be used to provide various trainings and support groups to Resource Families (and for Projects) and to host events with a focus on using the Center during times it is not being used for crisis response. In addition, staff in the FPPRS project will be trained at a minimum on the following but not limited to:
 - (1) Cultural Competence,
 - (2) Child Welfare,
 - (3) Resource Family approval requirements,
 - (4) Trauma-informed care,
 - (5) Parenting education.
 - b) Staffing – shall be in accordance with staffing as represented in Care Center Budget – FPPRS, attached and incorporated herein as **EXHIBIT B**.
 - c) Youth activities/mentoring to include the following:
 - (1) Three respite events a month for Foster Youth,

- (2) Two groups, meetings, or educational classes per month for Resource Families,
 - (3) Community room for activities and trainings that support Projects.
- d) Outreach – Complete monthly outreach activities or events with various community-based organizations regarding Resource Family and Foster Youth education.
- 2) Develop FPRRS services with the intent to meet the following Project objectives:
 - a) Increase placement stability among Foster Youth,
 - b) Increase retention of Resource Families.
- 3) For Resource Families and Foster Youth served at the Center, promulgate and implement written procedures (“Grievance Procedures”) whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. A copy of Contractor’s Grievance Procedures shall be provided to County upon request for County’s pre-approval prior to use. County’s Director of Health and Human Services Agency, (“HHSA”) Children’s Services Branch shall be notified in writing by Contractor within ten business days of:
 - a) Learning of all grievances and the nature thereof; and
 - b) Resolution of a grievance or conclusion of the grievance process including the results of such.
- 4) On a quarterly basis, ensure and provide written verification thereof to County’s Director of HHSA Children’s Services Branch, that all staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.
- 5) Possess and maintain a working knowledge of the current best practices in the areas of mental health and the support of Resource Families.
- 6) Provide a representative(s) to meet with County staff, as directed by County, on a quarterly basis or as needed for the purpose of insuring coordination of services and program planning for the programs set forth in this agreement.
- 7) Participate in trainings as provided and directed by County. These may include but are not limited to: reducing stigma related to mental illness; screening and identification of individuals with signs and symptoms of mental illness, including at risk children and youth; Resource Family approval requirements; and integration of mental health primary care services.
- 8) Expected Outcomes

Contractor shall provide FPRRS services with the intent to meet the following expected outcomes:

a) Respite events

- (1) Two weekday and one weekend per month event with 75% of youth and/or Resource Families reporting a planned increase in supportive services by utilizing future respite events.

b) Educational Classes/Outreach Events

- (1) Number of potential care providers who attend a Resource Family inquiry meeting will increase by 25% of the average for FY 15/16.
- (2) 75% of Resource Families who attend a group meeting or training will report an increase in their knowledge of parenting.

C. AOT Services

Contractor shall:

- 1) Provide ACT services to all individuals deemed eligible and referred by County for the AOT Project. The maximum number of referred AOT Clients receiving services at the same time shall not exceed 20.
- 2) By June 1, 2017, have completed the Medi-Cal certification process with County to certify the Center location to provide Medi-Cal services. County maintains sole discretion to extend this date.
- 3) Upon obtaining Medi-Cal certification, provide to AOT 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 (DHCS) 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.
- 4) Ensure available mental health services include: assessment; plan development; psychotherapy including individual therapy, group therapy, collateral services; individual and group rehabilitation services; case management; medication support services; and crisis intervention services.

- 5) Obtain prior written authorization for all services provided beyond the initial 60-day authorization. All services other than assessment, plan development, and crisis intervention must be authorized through the submission and approval of a treatment plan and Treatment Authorization Request (TAR), as provided to Contractor by County. Services rendered by Contractor without prior authorization, unless otherwise specified from County, shall not be reimbursed.
- 6) Complete the initial assessment, treatment plan, and TAR within 45 days of referral and submit to Shasta County Managed Care at 1810 Market St. Redding, CA 96001. Subsequent treatment plans and TARs must be submitted to Shasta County Managed Care within 15-30 days prior to the expiration of the current authorization. The first treatment plan and authorization request after the 60-day initial authorization, shall be for a service period of six months from the date of the initial authorization, including the period of the initial authorization. Subsequent authorization periods shall be for six months. The County may in its sole discretion, change the length of the authorization period.
- 7) Complete a comprehensive assessment of the Client at least once per year based on the date of Client's initial assessment and submit a written copy of the annual comprehensive assessment with the treatment plan and completed TAR to County when continued services are clinically indicated and requested. County may authorize continued services within 30 days of expiration of the prior authorization period.
- 8) Inform County and submit assessment document to County, by fax at 530-225-5950, within three working days after assessment is completed, when any Medi-Cal beneficiary is determined after assessment not to meet medical necessity for specialty mental health services. County shall review the assessment document and, if applicable, issue a Notice of Action to Client in accordance with the guidelines set forth in the approved Plan.
- 9) Notify County immediately regarding instances of significant harm to AOT Client by contacting Managed Care at (530) 245-6750 or by FAX (530) 225-5950 and Adult Services at (530) 225-5758.
- 10) Conduct a minimum of three internal chart audits each month and shall submit documentation of said audits to County by the 15th day of the following month. Contractor shall participate in additional internal Utilization Review activities as directed by County and conduct additional chart audits as requested by County.
- 11) Participate in trainings and meetings as deemed necessary by County and DHCS.
- 12) Perform other duties as requested by County.
- 13) Use only those forms pre-approved by County.
- 14) In any promotional documents and activities associated with this agreement acknowledge services provided pursuant to this agreement are provided on behalf of Shasta County Health and Human Services Agency and the Mental Health Services Act.

- 15) Ensure all AOT services are developed and provided with the intent to meet the following Project objectives:
- a) Maintain living arrangement in one of the following community settings: Independent apartment/house, supportive housing, board and care facility licensed by the California Department of Social Services (“CDSS”) Community Care Licensing,
 - b) Reduce the incidence of hospital emergency room visits for a mental health crisis,
 - c) Reduce or eliminate incidence of involuntary psychiatric hospitalization,
 - d) Reduce or eliminate incidence of incarceration,
 - e) Reduce incidence of harmful behaviors, and
 - f) Reduce incidence of harmful events.
- 16) All Center staff will participate in Cultural Competence training, as approved or provided by County, with a focus on the sub-populations of Native American, Southeast Asian, and monolingual Spanish speakers.
- 17) Staffing – shall be in accordance with staffing as represented in Care Center Budget – AOT, attached and incorporated herein as **EXHIBIT C**.
- 18) Expected Outcomes

Contractor shall provide AOT services with the intent to meet the following expected outcomes:

- a) Housing status
 - (1) A minimum 15% improvement after more than 6 months of engagement with services
 - (2) A minimum of 20% improvement after more than 12 months of engagement with services
- b) Hospitalizations/Emergency Room usage
 - (1) A minimum of 15% fewer visits to hospital emergency rooms for psychiatric reasons after more than 6 months of engagement with services
 - (2) A minimum of 20% fewer visits to hospital emergency rooms for psychiatric reasons after more than 12 months of engagement with services.
 - (3) A minimum of 15% fewer hospitalizations and /or a minimum of 15% fewer days spent in psychiatric inpatient hospitalizations after more than 6 months of engagement with services.
 - (4) A minimum of 20% fewer hospitalizations and/or days spent in inpatient psychiatric hospitalizations after more than 12 months of engagement with services.

c) Incarcerations

- (1) A minimum of 15% fewer arrests, and/or a minimum of 15% fewer days spend incarcerated after more than 6 months of engagement with services.
- (2) A minimum of 20% fewer arrests and/or days spend incarcerated after more than 12 months of engagement with services.

d) Harmful Behaviors

- (1) 95% or more will have a completed WRAP.
- (2) 95% or more of WRAP will be completed within 30 days of starting AOT services.

D. Community Outreach

Contractor shall:

- a) Engage in activities throughout the community in order to advertise the Center's availability and services inclusive of a variety of outreach methods to include but not be limited to: development and distribution of flyers, brochures, and speaking at public events.
 - b) Maintain collaborative relationships with the law enforcement agencies in Shasta County, including Probation; the local hospital emergency rooms; medical professionals; and other Shasta County community-based mental health and Resource Family organizations. Contractor shall be actively involved in facilitating access to these resources as needed to meet the needs of the community.
 - c) Conduct a minimum of four outreach activities per month for the first six months that the Center is open to include information on available services, procedures for accessing the Center, and to establish lines of communication.
- E. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."

Section 3. RESPONSIBILITIES OF COUNTY.

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

- A. Refer AOT Clients who meet the AOT criteria to Contractor for services. The maximum number of referred AOT Clients receiving services at the same time shall not exceed 20.
- B. Compensate Contractor as prescribed in sections 4 and 5 of this agreement.
- C. Provide to Contractor protocol for referring Clients to County for services, including protocols for consultation and sharing Client data when appropriate and authorized, and how County will facilitate the process.
- D. Monitor and evaluate the performance of Contractor throughout the term of this agreement to assure compliance with the terms and conditions of this agreement and shall notify Contractor of any deficiencies and/or performance concerns in a timely manner for resolution.

Section 4. COMPENSATION.

- A. In accordance with the budgets as prescribed in **EXHIBITS A (CARE CENTER BUDGET – ALL PROJECTS), B (CARE CENTER BUDGET – FPRRS), C (CARE CENTER BUDGET – AOT), and D (CARE CENTER BUDGET - INNOVATIONS)**, attached and incorporated herein, and together referred to as “Budget(s)” and in accordance with the rates as set forth in **EXHIBIT E (Rates for Assisted Outpatient Treatment)**, attached and incorporated herein, County shall pay to Contractor a maximum of \$1,340,000 per County Fiscal Year for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (“OMB”) and the Executive Office of the President of the United States for satisfactorily providing services pursuant to this agreement.
- B. Total line item budgeted costs per Budget and per fiscal year may vary up to a maximum of 15 percent between categories within each budget line item with prior written approval of the County’s Health and Human Services Agency, (“HHSA”) Director (“Director”) or any HHSA Branch Director as designated by the HHSA Director, and provided the maximum amount of compensation per County fiscal year of this agreement is not exceeded.
- C. In no case whatsoever shall the maximum compensation payable under this agreement for Clients referred by County for AOT services, as described in Section 1.C, exceed \$1,500,000 during the entire term of the agreement.
- D. In no case whatsoever shall the maximum compensation payable under this agreement for Clients receiving Innovation services, as described in Section 1.A., exceed \$2,220,000 during the entire term of the agreement.
- E. In no case whatsoever shall the maximum compensation payable under this agreement for Clients receiving FPRRS services as described in Section 1.B., exceed \$300,000 during the entire term of the agreement.
- F. Overhead/Administrative expenses shall be calculated at an amount not to exceed 15 percent of direct expenses and shall not exceed \$411,256 during the entire term of the agreement for all Projects.
- G. In no event shall the maximum amount payable under this agreement exceed \$4,020,000 for all Projects during the entire term of the agreement.

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

Section 5. BILLING AND PAYMENT.

- A. For all services provided, Contractor shall submit to HHS Business and Support Services: Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15th of each month following the month of services rendered under this agreement, and in accordance with the Budgets, a separately identifiable billhead or invoice for each Project -for services rendered and costs incurred, accompanied by an Expenditure Report, in a format to be provided to Contractor within 30 days of the final execution of this agreement, with copies of all supporting documentation and verification, including receipts and personnel timecards or time studies, for all expenses incurred. Administrative/overhead costs shall not require supporting documentation. Notwithstanding the foregoing, Contractor shall submit for the final month of this agreement (i.e., December 2019) no later than January 15, 2020, an invoice for services rendered County and costs incurred. County shall pay Contractor within 30 days of receipt of an appropriately identified, complete, correct, and approved invoice for services rendered and costs incurred.
- B. Contractor shall have the sole responsibility for billing and collection, in accordance with all applicable laws, from third party payers for the rendering of professional services delivered by Contractor and Contractor's subcontractors.
- C. For Clients referred by County for AOT services:
- 1) A completed Daily and/or Monthly Claim Form(s), as provided to Contractor by County must be supplied along with the monthly billhead/invoice required pursuant to Section 5.A.
 - 2) AOT Services billed to Medi-Cal for Contractor or Contractor's subcontractors 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. Should County, or the state or federal government, disallow any amount claimed by Contractor due to error or errors of omission or commission 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.
- D. County shall exhaust all administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal or other payer sources for AOT services delivered pursuant to this agreement.
- E. If a federal or state audit exception is created, during the course of the provision of AOT 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.

- F. 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 reductions or a cash refund of the compensation County pays to Contractor pursuant to this agreement, as appropriate.
- G. This Section and Section 4 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 4.

Section 6. TERM OF AGREEMENT.

The initial term of this agreement shall commence January 1, 2017 and shall end December 31, 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 7. REPORTING REQUIREMENTS

Timely submission of a Quarterly Report is required. Reports not received within 30 days from the date they are due to County may result in County withholding future payments to Contractor. The quarterly report provided to County by Contractor shall be completed on a form supplied by County to Contractor within two weeks of execution of this agreement. Data included in the Quarterly Report shall be based on the expected outcomes as contained in Sections 2. A., B., and C. of this agreement.

Section 8. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor’s responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor’s responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 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. Either Party may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.
- E. County's right to terminate this agreement may be exercised by County Executive Officer, or his/her designee, or County's HHSA Director or any HHSA Branch Director designated by the HHSA Director.
- F. 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.
- G. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

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

Section 10. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior

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

Section 11. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to 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 12. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Contractor's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 13. INSURANCE COVERAGE.

- A. Without limiting Contractor's duties of defense and indemnification, Contractor and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.
- B. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence, \$3 million aggregate.
- D. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:
- "Separation of Insureds.
- Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Contractor shall provide the County with an endorsement or amendment to Contractor's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Contractor's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

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

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

Section 15. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Contractor shall observe and comply with all applicable 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 comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- C. Contractor shall comply with 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 the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- 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 policies of Shasta County adopted pursuant to 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. 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 F (CERTIFICATION REGARDING LOBBYING)**, attached hereto and incorporated herein.
 - J. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

Section 16. ASSURANCE OF COMPLIANCE WITH COUNTY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS.

- A. Contractor hereby agrees to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code

of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and hereby gives assurance to immediately take any measures necessary to effectuate this Assurance of Compliance.

- B. This Assurance of Compliance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Contractor hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the CDSS Manual of Policies and Procedures will be prohibited.
- C. By giving this Assurance of Compliance, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.
- D. This Assurance of Compliance is binding on Contractor as long as Contractor is receiving federal or state funding pursuant to the agreement in which this Assurance of Compliance is included.

Section 17. 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 18. 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 19. 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 20. 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 21. 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 22. NOTICES.

- A. Except as provided in section 8.C. and 8.D. of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed

given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director
 HHS Business and Support Services
 Attn: Contracts Unit
 P.O. Box 496005
 Redding, CA 96049-6005
 Phone: (530) 245-6860
 Fax: (530) 225-5555

If to Contractor: Executive Director
 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 22.A. and shall be deemed to be effective immediately.

Section 23. 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 24. 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 25. 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 26. 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 27. CONFIDENTIALITY.

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

Section 28. CONFIDENTIALITY OF PATIENT INFORMATION.

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

Section 29. CONFIDENTIALITY OF CLIENT INFORMATION.

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

Section 30. USE OF COUNTY PROPERTY.

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

Section 31. FINANCIAL REPORTING.

Contractor shall provide financial information and/or records pertaining to Contractor's agency including, but not limited to: audited financial statement from audit prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States ("OMB") and performed by a

qualified Certified Public Accountant (submitted annually to County within 30 days of Contractor's receipt of financial statement); Internal Revenue Service form 990 and all supporting schedules (submit to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submit to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Contractor shall provide additional financial information as requested by County within 30 days of receiving such request. Contractor shall fully cooperate with County in providing any financial information and/or records requested by County concerning this agreement. This provision shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to submit all required financial reporting to County as prescribed herein.

Section 32. ANNUAL COST REPORT

- A. Contractor shall submit a separate, detailed Mental Health Provider Cost Report ("Cost Report") in the format prescribed by DHCS 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 DHCS guidelines. The Cost Report shall calculate the cost per unit as the lowest of the actual costs, published charges, or County Maximum Allowance ("CMA"). 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 over-payment 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 OMB Circular A-133 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 33. 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 G**, and agrees to comply and to require its subcontractors and 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 subcontractors 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 subcontractors and 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 Contractor's program with prior approval of County's Compliance Officer, to its employees 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, 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 34. 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 (Plan) number 12-89397, as referenced in Section 2.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 and all of Contractor's officers, agents, employees, and volunteers shall comply with all of their obligations including, but not limited to 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 35. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Contractor agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Contractor that are provided for in Section 12.

Section 36. EQUIPMENT AND SUPPLIES.

Any and all equipment purchased by Contractor to carry out its duties under this agreement which are purchased with funds provided by this agreement, or with associated revenue resulting from services performed under this agreement, and which have a useful life in excess of three years and/or a total cost in excess of \$5,000 shall require prior approval of the Director and shall become the sole property of the County of Shasta and shall be assigned a Shasta County Property Identification Tag and Number. Should this agreement be terminated or expire, all equipment and supplies in Contractor's inventory which were purchased with funds provided by this agreement, or with associated revenues resulting from services performed under this agreement shall, as of the final date of service under this agreement, be returned to County.

[SIGNATURE PAGE FOLLOWS]

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

COUNTY OF SHASTA

Date: _____

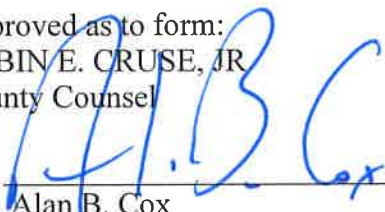
David A. Kehoe, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By:  2/16/17
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: 
James Johnson
Risk Management Analyst

CONTRACTOR

Date: 2/16/2017


By: Lynn Dorroh,
Executive Director

Tax I.D.#: _____ On File

HILL COUNTRY COMMUNITY CLINIC CARE CENTER BUDGET - ALL PROJECTS

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 Year 1 <small>01/01/2017-12/31/2017</small>		Budget Period Year 2 <small>01/01/2018-12/31/2018</small>		Budget Period Year 3 <small>01/01/2019-12/31/2019</small>		Total Budgeted Costs
Personnel/Position	FTE		FTE		FTE		
LCSW/MFT	2.75	206,250.00	3.00	231,750.00	3.00	238,703.00	676,703.00
Case Managers	4.58	206,250.00	5.00	231,750.00	5.00	238,703.00	676,703.00
Engagement/Outreach Workers	2.75	96,250.00	3.00	108,150.00	3.00	111,395.00	315,795.00
Site Manager	1.00	55,000.00	1.00	56,650.00	1.00	58,350.00	170,000.00
Fringe Benefits (25%)		140,939.00		157,076.00		161,787.00	459,802.00
Total Salary and Benefits		704,689.00		785,376.00		808,938.00	2,299,003.00
Operating Expenses							
Client Support Services		55,000.00		75,000.00		75,000.00	205,000.00
Contracted Services		121,465.00		121,465.00		121,465.00	364,395.00
Rent & Utilities		120,627.00		123,255.00		125,968.00	369,850.00
Program Supplies		45,220.00		54,010.00		54,010.00	153,240.00
Travel & Training		28,700.00		28,200.00		28,200.00	85,100.00
Total Operating Expenses		371,012.00		401,930.00		404,643.00	1,177,585.00
Other Expenses							
Fixed Assets		79,519.00		0.00		0.00	79,519.00
Start-up Costs		52,637.00		0.00		0.00	52,637.00
Total Other Expenses		132,156.00		0.00		0.00	132,156.00
Total Expenses		1,207,857.00		1,187,306.00		1,213,581.00	3,608,744.00
Administrative Cost <small>(Not to exceed 15%)</small>		132,143.00		152,694.00		126,419.00	411,256.00
Totals		\$1,340,000.00		\$1,340,000.00		\$1,340,000.00	\$4,020,000.00

FOR COUNTY USE ONLY:

Cost Center _____
Account Code _____
Project Code _____
Activity Code _____

HILL COUNTRY COMMUNITY CLINIC CARE CENTER BUDGET - FPRRS

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 Year 1 <small>01/01/2017-12/31/2017</small>		Budget Period Year 2 <small>01/01/2018-12/31/2018</small>		Budget Period Year 3 <small>01/01/2019-12/31/2019</small>		Total Budgeted Costs
Personnel/Position	FTE		FTE		FTE		
LCSW/MFT							0.00
Case Managers	0.92	41,250.00	1.00	46,350.00	1.00	47,741.00	135,341.00
Engagement/Outreach Workers							0.00
Site Manager							0.00
Fringe Benefits (25%)		10,313.00		11,588.00		11,935.00	33,836.00
Total Salary and Benefits		51,563.00		57,938.00		59,676.00	169,177.00
Operating Expenses							
Client Support Services		0.00		0.00		0.00	0.00
Contracted Services		9,000.00		9,000.00		9,000.00	27,000.00
Rent & Utilities		9,001.00		9,197.00		9,400.00	27,598.00
Program Supplies		15,310.00		15,310.00		15,310.00	45,930.00
Travel & Training		3,200.00		3,200.00		3,200.00	9,600.00
Total Operating Expenses		36,511.00		36,707.00		36,910.00	110,128.00
Other Expenses							
Fixed Assets		0.00		0.00		0.00	0.00
Start-up Costs		1,717.00		0.00		0.00	1,717.00
Total Other Expenses		1,717.00		0.00		0.00	1,717.00
Total Expenses		89,791.00		94,645.00		96,586.00	281,022.00
Administrative Cost <small>(Not to exceed 15%)</small>		10,209.00		5,355.00		3,414.00	18,978.00
Totals		\$100,000.00		\$100,000.00		\$100,000.00	\$300,000.00

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

HILL COUNTRY COMMUNITY CLINIC CARE CENTER BUDGET - AOT

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 Year 1 <small>01/01/2017-12/31/2017</small>		Budget Period Year 2 <small>01/01/2018-12/31/2018</small>		Budget Period Year 3 <small>01/01/2019-12/31/2019</small>		Total Budgeted Costs
Personnel/Position	FTE		FTE		FTE		
LCSW/MFT	0.92	68,750.00	1.00	77,250.00	1.00	79,568.00	225,568.00
Case Managers	1.83	82,500.00	2.00	92,700.00	2.00	95,481.00	270,681.00
Engagement/Outreach Workers	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Site Manager	0.40	22,000.00	0.40	22,660.00	0.40	23,340.00	68,000.00
Fringe Benefits (25%)		43,313.00		48,153.00		49,597.00	141,063.00
Total Salary and Benefits		216,563.00		240,763.00		247,986.00	705,312.00
Operating Expenses							
Client Support Services		40,000.00		60,000.00		60,000.00	160,000.00
Contracted Services		61,232.00		61,232.00		61,232.00	183,696.00
Rent & Utilities		45,011.00		45,992.00		47,004.00	138,007.00
Program Supplies		13,900.00		18,900.00		18,900.00	51,700.00
Travel & Training		10,500.00		10,500.00		10,500.00	31,500.00
Total Operating Expenses		170,643.00		196,624.00		197,636.00	564,903.00
Other Expenses							
Fixed Assets		39,760.00		0.00		0.00	39,760.00
Start-up Costs		25,460.00		0.00		0.00	25,460.00
Total Other Expenses		65,220.00		0.00		0.00	65,220.00
Total Expenses		452,426.00		437,387.00		445,622.00	1,335,435.00
Administrative Cost <small>(Not to exceed 15%)</small>		47,574.00		62,613.00		54,378.00	164,565.00
Totals		\$500,000.00		\$500,000.00		\$500,000.00	\$1,500,000.00

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

HILL COUNTRY COMMUNITY CLINIC CARE CENTER BUDGET - INNOVATIONS

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 Year 1 <small>01/01/2017-12/31/2017</small>		Budget Period Year 2 <small>01/01/2018-12/31/2018</small>		Budget Period Year 3 <small>01/01/2019-12/31/2019</small>		Total Budgeted Costs
Personnel/Position	FTE		FTE		FTE		
LCSW/MFT	1.83	137,500.00	2.00	154,500.00	2.00	159,135.00	451,135.00
Case Managers	1.83	82,500.00	2.00	92,700.00	2.00	95,481.00	270,681.00
Engagement/Outreach Workers	2.75	96,250.00	3.00	108,150.00	3.00	111,395.00	315,795.00
Site Manager	0.60	33,000.00	0.60	33,990.00	0.60	35,010.00	102,000.00
Fringe Benefits (25%)		87,313.00		97,335.00		100,255.00	284,903.00
Total Salary and Benefits		436,563.00		486,675.00		501,276.00	1,424,514.00
Operating Expenses							
Client Support Services		15,000.00		15,000.00		15,000.00	45,000.00
Contracted Services		51,233.00		51,233.00		51,233.00	153,699.00
Rent & Utilities		66,615.00		68,066.00		69,564.00	204,245.00
Program Supplies		16,010.00		19,800.00		19,800.00	55,610.00
Travel & Training		15,000.00		14,500.00		14,500.00	44,000.00
Total Operating Expenses		163,858.00		168,599.00		170,097.00	502,554.00
Other Expenses							
Fixed Assets		39,759.00		0.00		0.00	39,759.00
Start-up Costs		25,460.00		0.00		0.00	25,460.00
Total Other Expenses		65,219.00		0.00		0.00	65,219.00
Total Expenses		665,640.00		655,274.00		671,373.00	1,992,287.00
Administrative Cost <small>(Not to exceed 15%)</small>		74,360.00		84,726.00		68,627.00	227,713.00
Totals		\$740,000.00		\$740,000.00		\$740,000.00	\$2,220,000.00

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

Rates for Assisted Outpatient Treatment (AOT)

Subject to the terms and conditions of this agreement, County shall pay Contractor at the following interim rates for pre-authorized AOT services.

A.

Hill Country Community Clinic	Rate	
Mental Health Services	\$ 2.33	per minute
Case Management/Brokerage	\$ 1.75	per minute
Crisis Intervention	\$ 2.92	per minute
Medication Support Services	\$ 3.00	per minute

- B. Services provided to non-Medi-Cal eligible individuals shall be the responsibility of the Contractor and will not be reimbursed by or compensated for by County.
- C. Medi-Cal billable services provided without pre-authorization by County shall be the responsibility of Contractor and will not be reimbursed by or compensated for by County.
- D. Contractor shall provide County with National Provider Identifier (NPI). Medi-Cal billable services provided without submission to County of NPI by Contractor shall be the responsibility of Contractor (financially and otherwise) and will not be reimbursed by County or compensated for by County.
- E. All approved services adjudicated through the Short-Doyle/Medi-Cal Program of the DHCS shall be settled pursuant to Section 32 of this agreement, at actual costs or published costs, whichever is less, and shall not exceed the agreement maximum. A cost settlement will occur within 60 days of County's final submission of Cost Report with DHCS.

**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.

Hill Country
Name of Contractor

Lynn Dorroh
Printed Name of Person Signing for Contractor

Contract/Grant Number

Lynn Dorroh
Signature of Person Signing for Contractor

Date

2/16/2017

Title

CEO

**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: mhcompofcr@co.shasta.ca.us

CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS



Shasta County Health & Human Services Agency (HHSA)

CODE OF CONDUCT - CONTRACTOR CERTIFICATION

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

acknowledge that:

1. I am an employee of Hill Country Community Clinic, 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 _____ Date _____

Contractor shall maintain all current signed Code of Conduct – Contractor Certification forms on file and retain forms for a period of five years after employee no longer works for Contractor, 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.