

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 continue to provide services at the Center, currently located at 1401 Gold St. Redding, CA 96001, that enables 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 noon to 9 p.m. Monday through Friday and 11 a.m. to 9 p.m. Saturdays, Sundays, and Holidays. The physical location of the Center is subject to change at the discretion of Contractor without amendment to this agreement with at least 30 days prior written notice of the address change to County. The Center increases 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. **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.
- B. **Client:** Any Shasta County resident who voluntarily receives services from the Center.
- C. **Caregiver:** Family member of Client or other person who provides support or assistance to Client.
- D. **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.
- E. **Peer:** An individual with lived experience as it relates to mental illness.

Section 2. RESPONSIBILITIES OF CONTRACTOR.

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

A. 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. 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 and Caregivers arriving for use of the Peer-staffed resource center, which is located within the CARE Center, 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, which is located within the CARE 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, and
 - l) Buddy System.
- 3) Staffing shall be in accordance with staffing as represented in Care Center Budget, attached and incorporated herein as **EXHIBIT A**.
- 4) Develop and provide all Center services with the intent to meet the following 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) Expected Outcomes

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

a) Assessment

- (1) Average of 128+ unique individuals per quarter (85% or higher).
- (2) 50% or more Clients receiving assessment services self-report that they used the Center instead of a hospital emergency room.
- (3) 50% or more of the Clients completing survey respond that the existence of the Center made them more likely to seek services.
- (4) 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 85+ unique individuals per quarter (85% or higher).

c) Partner Organizations

- (1) 85% or more of given referrals result in the Client successfully receiving the services/resources to which they were referred.

- (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. 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, and
 - 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 organizations. Contractor shall be actively involved in facilitating access to these resources as needed to meet the needs of the community.
- C. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: “This [document or report] is one of [number] produced under this agreement.”

Section 3. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Contractor as prescribed in sections 4 and 5 of this agreement.
- B. 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.
- C. 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 **EXHIBIT B, CARE CENTER BUDGET**, attached and incorporated herein, referred to as “Budget,” County shall pay to Contractor a maximum of \$740,000 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 fiscal year may vary up to a maximum of 15 percent between categories within budget line item with prior written approval of the County’s Health and Human Services Agency, (“HHS”) Director (“Director”) or any HHS Branch Director as designated by the HHS 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 receiving Center services exceed \$1,110,000 during the entire term of the agreement.
- D. Overhead/Administrative expenses shall be calculated at an amount not to exceed 15 percent of total expenses and shall not exceed \$105,000 during the entire term of the agreement.
- E. Contractor’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- F. Contractor shall be paid via electronic invoice payment; automated clearing house (“ACH”), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this 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 Budget, 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. Invoices submitted without documentation validating full time equivalent (“FTE”) positions, as defined in the Budget, will not be approved until corrected. If Contractor employees are assigned to partially fill an FTE identified in the Budget, Contractor shall notate the partial allocation in supporting documentation and explain the discrepancy. Partially filled FTEs will be approved for compensation, based on the accuracy of Contractor’s invoices and verification documents. Administrative/overheard costs shall not require supporting documentation. Notwithstanding the foregoing, Contractor shall submit an invoice, for the final month of this agreement (i.e., June 2022) no later than July 15, 2022, 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. 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.
- D. 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, 2021 and shall end June 30, 2022. 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

- A. 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 report to be provided to County by Contractor is as follows:
 - (1) Quarterly Progress Report – **EXHIBIT B**, CARE Center Quarterly Report, attached and incorporated herein, shall be submitted to County within 30 days of the end of each calendar quarter. For purposes of this agreement, the end of each calendar quarter shall be March, June, September and December. Supporting documentation of Quarterly Progress Report data shall be available to County as requested.

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 the County Executive Officer or his/her designee, or the Shasta County HHS Director or any HHS Branch Director designated by the 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. In addition to the provisions of Section 4.B. of this agreement, minor amendments, including retroactive and prospective, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and the HHS Director, or any HHS Branch

Director designated by the HHS 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 ensure 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 coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence, \$3 million aggregate.
- D. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a “separation of insureds” clause which shall read:

“Separation of Insureds.

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

 - a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Contractor shall provide 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 County, 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 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 present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall 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 all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protective Agency regulations (40 CFR 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 HHS 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 C, 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. 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 ten 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 ensure 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 17. 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 18. 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 19. 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 20. CONFLICTS OF INTEREST.

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 24. 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 25. 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 26. CONFIDENTIALITY.

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

Section 27. CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and 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 28. USE OF COUNTY PROPERTY.

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

Section 29. FINANCIAL REPORTING.

Contractor shall provide financial information and/or records pertaining to Contractor's agency including, but not limited to: audited financial statement from audit prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States ("OMB") and performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Contractor's receipt of financial statement); 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: HHSF 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 30. ANNUAL COST REPORT

- A. Contractor shall submit a separate, detailed Mental Health Provider Cost Report ("Cost Report") in the format prescribed by California Department of Health Care Services and a complete financial statement ("Financial Statement") not later than 90 days after the end of this agreement. Contractor's Cost Report and Financial Statement shall be subject to audit by appropriate county, state, and federal audit agencies. Costs for Medi-Cal eligible services rendered by Contractor shall be settled in accordance with 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 31. FEDERAL HEALTHCARE COMPLIANCE PROGRAM.

- A. In entering into this agreement, Contractor acknowledges the County's Program for Compliance with Federal Healthcare Programs (Compliance Program) and agrees to comply, and to require its employees who are considered "Covered Individuals" to comply with all policies and procedures of the Compliance Program including, without limitation, County's Code of Conduct, attached and incorporated herein as **EXHIBIT D**. 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 of the Contractor with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County seeks reimbursement from the Federal Healthcare programs.
- B. Contractor agrees to provide copies of the Code of Conduct to all Covered Individuals who are its employees and to obtain (subject to review by County and/or Office of Inspector General ["OIG"]) signed certifications from each individual certifying that they have received, read, and understand the Code of Conduct and agree to abide by the requirements of the Compliance Program. Contractor shall submit the signed certifications to County's Compliance Officer within 30 days after the effective date of this agreement for all current employees who are Covered Individuals and within 30 days after the start date of any newly hired employees who are Covered Individuals.
- C. Contractor agrees that all of its employees who are Covered Individuals, both current and all newly-hired, will be required to attend annually the complete compliance training program provided by County, or 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, Medicare or Medi-Cal.
- E. Contractor attests that Contractor and all Contractor's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation.
- F. Contractor shall verify monthly to ensure all of Contractor's employees and subcontractors are not excluded from Medi-Cal, Medicaid and Medi-Care provider participation. Contractor shall maintain documentation of monthly verification on file and provide such documentation to County within 10 days of written request from County. Verification checking, at a minimum, shall include Contractor's use of the following three websites:
 - 1. http://oig.hhs.gov/exclusions/exclusions_list.asp

2. <https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>
3. <https://www.sam.gov/portal/SAM/#1>

Section 32. 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_alchol_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 33. 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 34. 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.

Section 35. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Contractor or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Contractor or its subsidiaries.

Section 36. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Contractor shall retain all of Contractor's rights in Contractor's own proprietary information, including, without limitation, Contractor's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this agreement and Contractor shall not be restricted in any way with respect thereto.

Section 37. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

[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: _____

JOE CHIMENTI, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:
MATTHEW P. PONTES
Clerk of the Board of Supervisors

By: _____
Deputy

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

DocuSigned by:
By: Alan Cox
B5E34EBA52EA404...

Date: 03/03/2021 | 10:24:16 AM PST

Name: Alan B. Cox

Title: Deputy County Counsel III

RISK MANAGEMENT APPROVAL

DocuSigned by:
By: James Johnson
0DBC25FD751A456...

Date: 03/03/2021 | 11:09:25 AM PST

Name: James Johnson

Title: Risk Management Analyst III

CONTRACTOR

DocuSigned by:
By: Lynn Dorroh
B873C30B76FF4C3...

Date: 03/03/2021 | 12:29:38 PM PST

Name: Lynn Dorroh

Title: Executive Director

Tax I.D.#: On File

HILL COUNTRY COMMUNITY CLINIC			
CARE CENTER BUDGET			
Shasta County Health & Human Services Agency			
2600 Park Maring Drive		P.O. Box 228	
Redding, CA 96001		Round Mountain, CA 96084	
Multi-Year Service Budgets			
Budget Category	Budget Period Year 1	Budget Period Year 2	Total Budgeted Costs
	1/1/2021 - 12/31/2021	1/1/2022 - 6/30/2022	1/1/2021 - 6/30/2022
Personnel/Position	FTE		
LCSW/MFT	2.50	\$ 170,000	\$ 85,000
Care Manager	4.00	185,000	92,500
Engagement/Outreach Workers	1.25	55,000	27,500
Fringe Benefits (25%)		\$ 102,500	\$ 51,250
Total Salary and Benefits		\$ 512,500	\$ 256,250
Operating Expenses			
Automobile Expense		\$ 1,500	\$ 750
Building Maintenance		2,500	1,250
Client Support		7,500	3,750
Information Technology		6,700	3,350
Postage and Printing		2,500	1,250
Professional Development		1,000	500
Professional Services		18,500	9,250
Rent		36,000	18,000
Security		60,000	30,000
Staff Expense		800	400
Supplies		5,000	2,500
Taxes and Licenses		2,000	1,000
Utilities		13,500	6,750
Total Operating Expenses		\$ 157,500	\$ 78,750
Other Expenses			
Fixed Assets		\$ -	\$ -
Start-up Costs		-	-
Total Other Expenses		\$ -	\$ -
Total Expenses		\$ 670,000	\$ 335,000
Administrative Cost (Not to exceed 15%)		\$ 70,000	\$ 35,000
Totals		\$ 740,000	\$ 370,000

<i>FOR COUNTY USE ONLY:</i>			
<i>Cost Center</i>	_____		
<i>Account Code</i>	_____		
<i>Project Code</i>	_____		
<i>Activity Code</i>	_____		

CARE Center Quarterly Report

1. Quarter: _____ Year: _____
2. Please provide the following unduplicated participant demographic information for people seen at the center:

Age Group	Number of Participants
Children / Youth (0-15)	
Transition Age Youth (16-25)	
Adults (26-59)	
Older Adults (60 +)	
Declined to state	

Race	Number of Participants
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or other Pacific Islander	
White	
Other	
More than one race	
Declined to state	

Ethnicity	Number of Participants
Hispanic/Latino	
Non-Hispanic/Non-Latino	
Declined to state	

Primary Language	Number of Participants
English	
Spanish	
Vietnamese	
Cantonese	
Mandarin	
Tagalog	
Cambodian	
Hmong	
Russian	
Farsi	
Arabic	
Other	
Declined to state	

Sexual Orientation	Number of Participants
Gay or Lesbian	
Heterosexual or Straight	
Bisexual	
Questioning or unsure of sexual orientation	
Another sexual orientation	
Declined to state	

Birth Gender	Number of Participants
Female	
Male	
Declined to state	

Current Gender	Number of Participants
Male	
Female	
Transgender	
Another gender identity	
Declined to state	

Disability Status	Number of Participants
Yes - Communication disability - Difficulty seeing	
Yes - Communication disability - Difficulty hearing or having speech understood	
Yes - Communication disability - Other	
Yes - Mental, learning, developmental or dementia disability (not mental illness)	
Yes - Physical/mobility disability	
Yes - Chronic health condition (including chronic pain)	
Yes - Other disability (specify)	
No disability	
Declined to state	

Veteran Status	Number of Participants
Yes	
No	
Declined to state	

3. How many unduplicated people have you served in this quarter? _____

4. Please provide the total count of all visits to the CARE Center: _____

5. Reason for walking in (select One Primary Reason Only):

Primary Reason	Number of Visits (should total to match Q4)	Unduplicated Number of People (should total to match Q3)
HC Medical Appointment – scheduled		
HC Medical Appointment – unscheduled		
NAMI		
MH Counseling		
MH 5150 Evaluation		
MH Crisis Stabilization		
Basic Needs		
Case Management		
Transportation		
General Inquiry		
Telephone Call		
TOTALS		

6. Please fill out the following information for each outside resource the CARE Center referred to during the last quarter.

Referral Type	# of Referrals Made	# where Linkage was Completed
A) Basic Needs - Emergency Assistance (what specific need was met)		
• food		
• clothing		
• shelter		
• other basic need		
B) Community Group (what group did consumer attend specifically) Submit copies of sign in sheets with report		
• NA		
• Seeking Safety		
• NAMI		

• Diabetes		
• Suicide Group		
• Movie Night		
C) Development of Natural Support System		
• Parent		
• Child		
• Sibling		
• Other Family Member		
• Friend		
• Faith based Entity		
• Formal Support (Counselor, Medical Person, etc.)		
D) ED Hospital Service Need		
• Medical Service needed, and/or		
• Mental Health Service		
E) Employment Services (service provided specifically, application assistance, etc.)		
F) HC BH Market Street		
G) HC BH Round Mountain		
H) HC Medical Lake Blvd		
I) Housing Services (what resource was consumer linked to specifically)		
• County Housing Program		
• HUD		
• City Housing		
• HC Housing		

• Other:		
J) Mental Health Community (what resource was consumer referred to specifically)		
• HC BH		
• NVCSS/VCSS		
• NAMH		
• Other Beacon Provider		
K) Mental Health County		
L) Other External Referral (what resource was consumer referred to specifically)		
•		
•		
•		
•		
M) Other HC Referral (what resource was consumer referred to specifically)		
•		
•		
•		
•		
N) Primary Health Care Services (Not HC)		
O) Shelter Services (What shelter services was consumer linked to specifically)		
•		
•		
•		
•		

P) Social Services (What social service resource was consumer linked to specifically)		
•		
•		
•		
•		
Q) Specialty/Pysch health Care Services (What specialty/pysch health care service was consumer linked to specifically)		
•		
•		
•		
R) SUD Treatment (what SUD treatment provider was consumer linked to specifically)		
•		
•		
•		
•		
S) Whole Person Care Referral		

7. Please fill out the following information for each service provided (including services provided by both staff and peers) during the last quarter.

Service	# of Unique Clients Served	# of Previously Served Clients	Total # of Services Provided
A) Individual Therapy (Licensed or Associate)			
B) Advocacy Navigation Service (what specific advocacy was given)			
• Medical Services			

• MH Services			
• Basic Needs			
• Housing			
• Legal			
• Other:			
C) Basic Needs - Emergency Assistance (what specific need was met)			
• Food			
• Clothing			
• Shelter			
• Other:			
D) Case Mgmt Follow up - Linkage			
E) Case Mgmt Follow up - Skills Building			
F) Case Mgmt Follow Up - Wellness Coaching			
G) Case Mgmt Needs Assessment			
H) CC Referral Linkage and Follow up			
I) Concerned Citizen			
J) COVID Telephone			
K) Crisis Intervention/ Emotional Stabilization			
L) Development of Support System (s)			

M) Direct Asst Transportation Service			
N) Goal and Action Planning Service			
O) MAT CM Offsite Visit			
P) Mental Health Assessment			
Q) Mental Health Follow up			
R) Paperwork Assistance			
S) Transportation			
T) Wellness and Recovery Assessment			
U) Wellness and Recovery Follow up			

8. Please fill out the following information for housing status and stability during the last quarter.

New Participant Housing Status at Intake	Number of Participants
Homeless/Emergency Shelter	
General Living (such as: apartment alone, foster home, single room occupancy, with parents or other family – biological and/or adoptive)	
Residential Program (such as: community treatment, group home any level, LTC, residential treatment, skilled nursing facility)	
Supervised Placement (such as: assisted living, community care, congregate placement)	
Other Setting	

9. Please share any progresses, successes or potential problems you have had this past quarter.

10. Please include the following as attachments: Participant satisfaction survey results, monthly calendar of activities and events, program newsletter, required documents on staff/volunteer criminal check clearance, and any other materials you would like to include.

**State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

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

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

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

Name of Contractor

Printed Name of Person Signing for Contractor

Contract/Grant Number

Signature of Person Signing for Contractor

Date

Title

**SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,
MENTAL HEALTH PLAN (“MHP”)
CONTRACTOR CODE OF CONDUCT**

Shasta County Health and Human Services Agency (“HHS”), maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. HHS 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 HHS Contractor.

1. PURPOSE

The purpose of this HHS Code of Conduct is to ensure that all HHS 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 HHS'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 HHS Contractors with general guidelines, to enable them to conduct the business of HHS in an ethical and legal manner;
- B. Every HHS Contractor is expected to uphold this Code of Conduct;
- C. Failure to comply with this Contractor Code of Conduct, or failure to report reasonably suspected issues of non-compliance, may result in the HHS Contractor's termination of contracted status. In addition, such conduct may place the Contractor, the individuals employed by Contractor, or HHS, 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 HHS Contractors and employees, volunteers, and interns 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 HHS Compliance Officer or designee;
- D. Not obtain any improper personal benefit by virtue of their contractual relationship with HHS;
- E. Notify the HHS Compliance Officer or designee immediately upon the receipt, at any location, of any inquiry, subpoena, or other agency or government request for information regarding HHS or the services provided under this agreement between HHS and Contractor;
- F. Not destroy or alter HHS 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 HHS or the services provided under this agreement between HHS and Contractor;
- I. Disclose to the HHS 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 HHS's employees, vendors or contractors;
- J. Not participate in any false billing of HHS, 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 HHS or any other government entity;
- L. Not pay, or arrange for Contractor to pay, any person or entity for the referral of HHS 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 HHS information for their own personal benefit or for the benefit of any other person or entity, while under contract to HHS, or at any time thereafter;
- N. Not disclose confidential medical information pertaining to HHS'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 HHS Compliance Officer or designee any and all violations or reasonably suspected violations of this Code of Conduct;

- P. Promptly report to the HHS 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 HHS's Confidential Disclosure Line without fear of retaliation with respect to disclosures; and with HHS'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 HHS Compliance Officer may be contacted at:

Compliance Officer
Shasta County Health and Human Services Agency, Business & Support Services
P.O. Box 496005, Redding, CA 96049-6005
(530) 245-6750

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

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 of 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 seven years after employee no longer works for Contractor, and provide to HHSA upon request, or submit depending upon agreement terms, this signed certification to HHSA Compliance Program staff at P.O. Box 496005, Redding, CA 96049-6005.

Thank you.