

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

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (“County”) and Hill Country Community Clinic, a California non-profit corporation (“Contractor”) (collectively, the “Parties” and individually a “Party”) for the purpose of providing a mental health wellness and recovery program in Eastern Shasta County. For the purposes of this agreement, “Eastern Shasta County” encompasses the eastern portion of Shasta County, and includes, but is not limited to, the communities of Big Bend, Burney, Fall River Mills, Hat Creek, Montgomery Creek, Old Station, McArthur, and Round Mountain.

Section 1. RESPONSIBILITIES OF CONTRACTOR

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

- A. Provide a wellness and recovery program (“Program”) as specified in **Program Workplan, Exhibit A**, attached and incorporated herein, for individuals experiencing mental health challenges (“Participants”) who are residents of Eastern Shasta County.
- B. Provide services within the communities of Round Mountain, Montgomery Creek, Big Bend, Burney, Fall River Mills, McArthur, and Hat Creek as well as the other communities within Eastern Shasta County.
- C. Make Program services available a minimum of four days per week with a minimum of twenty hours per week, excluding County Holidays (as specified in Sections 11.1 and 11.2 of the Shasta County Personnel Rules). Notwithstanding, the Program may be open or closed on County Holidays at the sole discretion of the Contractor.
- D. Attend meetings at a minimum of biannually, maximum of once per month, to coordinate mental health treatment, program planning, contract compliance, and to provide consultation to Contractor regarding service delivery. The date, time, and location of each meeting will be set by County’s Health and Human Services Agency (“HHSA”).
- E. Ensure Contractor’s staff providing services pursuant to this agreement participate in training as provided and required by County, including, but not limited to, HHSA Cultural Competency training in the competency of serving persons of diverse culture, language, group, and ethnicity, including the requirements of serving a population that includes individuals with mental illness, along with Health Insurance Portability and Accountability Act (“HIPAA”) training and HHSA Compliance training.
- F. Publish a monthly calendar of scheduled activities and events on Contractor’s website (“Calendar of Events”).
- G. Maintain at least two Hill Country staff members as Copeland Center-certified, Taking Action for Whole Health and Wellbeing, Level Three trainers to ensure a

sufficient number of staff are qualified to conduct trainings for Level Two groups of this evidence-based practice.

- H. Provide a minimum of one Level Two trainings Taking Action for Whole Health and Wellbeing per fiscal year, at a date, time, and location to be determined by mutual agreement of County and Contractor. If County and Contractor cannot agree, then County shall solely determine the date and times of the trainings.
- I. Submit complete and accurate reports to County via encrypted email to ASContracts@shastacouny.gov as follows:
 - 1. **Monthly Progress Report, Exhibit B**, attached and incorporated herein, due no later than 15 days after the end of each calendar month.
 - 2. **Quarterly Demographics Report, Exhibit C**, attached and incorporated herein, due no later than 15 days after the end of each quarter.
 - 3. Should this agreement expire or be terminated on a date other than the end of a calendar month the final Monthly Progress Report and Quarterly Demographics Report shall cover the period of time during the last calendar month this agreement was in effect and shall be provided to County within 15 days after this agreement expires or is terminated.
- J. Schedule a minimum of two peer-led groups (Rate 2 Groups pursuant to **Circle of Friends Services and Rates, Exhibit D**) per week and advertise availability on Contractor's Calendar of Events.
- K. Provide activities and events designed to engage Participants in a variety of interactions with the community, including, but not limited to, volunteering. Schedule space for a minimum two times weekly for self-directed Participant activities (Rate 1 Activities pursuant to **Exhibit D**).
- L. Provide fiscal accountability for Brave Faces Stipend payments by capturing who each stipend was paid to, on what date payment was made, signature of the person acknowledging they received the funds, and signature of the employee who performed the transaction. This information will be documented using **Stipend Tracker, Exhibit E**, attached and incorporated herein.
- M. Collaborate with County to perform joint evaluations pursuant to Section 2.C.
- N. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded by the County of Shasta through the California Mental Health Services Act." The HHSA logo, to be provided to Contractor by County, must be included on all printed materials.
- O. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written

reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."

Section 2. RESPONSIBILITIES OF COUNTY

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

- A. Compensate Contractor as prescribed in Sections 3 and 4 of this agreement.
- B. Evaluate the performance of Contractor throughout the term of this agreement and shall monitor Contractor's compliance with the terms and conditions of this agreement.
- C. Schedule meetings with Contractor, for the purpose of performance of joint evaluations of the Program and its elements, including, but not limited to, discussing and evaluating ongoing Participant involvement and engagement in the Program, specific services provided, and performance measurements and objectives. County shall make a visit to the Program site a minimum of once per County Fiscal Year.
- D. Provide training for Contractor's staff as County deems necessary and appropriate in its sole discretion, including, but not limited to:
 - 1. HIPAA
 - 2. HHSA Compliance
 - 3. HHSA Cultural Competency

Section 3. COMPENSATION

- A. In consideration for the services rendered by Contractor pursuant to this agreement, County shall pay Contractor on a monthly basis at the rates specified in **Exhibit D** attached and incorporated herein.
- B. Contractor shall be entitled to mileage expense reimbursements, which will be calculated according to the Internal Revenue Services (IRS) published rates. Contractor shall provide a log, **Mileage Log, Exhibit F**, attached and incorporated herein, of odometer readings at start of travel and at end of travel as well as of a map print out identifying the mileage, for each request for reimbursement.
- C. 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.
- D. County shall pay to Contractor a maximum of \$374,250 for Fiscal Year (FY) 2024-25 and \$386,975 for FY 2025-26 for all reasonable and necessary costs in accordance with 2 CFR part 200 subpart F, for satisfactorily providing services pursuant to this agreement.

- E. In no event shall maximum compensation payable under this agreement exceed \$761,225 during the term of this agreement.
- F. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT

- A. Contractor shall submit to County's HHS, Administration Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th day of each month for services rendered the preceding month, a billhead or invoice regularly used in the conduct of business of the Contractor which shall include: (1) a completed Monthly Progress Report pursuant to Section 1.K.1; (2) the number of groups or activities completed per each Rate Group; (3) the number of Taking Action for Whole Health and Wellbeing trainings facilitated; (4) a completed **Participant Tracker, Exhibit G**, attached and incorporated herein; and (5) the number of Brave Faces Stipends issued. County shall make payment within 30 days of receipt of Contractor's correct, and approved bill head or invoice.
- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Contractor's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable Contractor revenues, accruing or received by Contractor relate to allowable costs, they shall be credited to County either as a reduction in compensation, a cost reduction, or a cash refund, as appropriate.
- C. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT

- A. This agreement shall commence July 1, 2024, and shall end June 30, 2026.
- B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.
- B. County may terminate this agreement without cause on 30 days written notice to Contractor. Contractor may terminate this agreement without cause on 60 days written notice to the County.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer or their designee, or the HHSA Director, or their designee.
- E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement in a format acceptable to County.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

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

- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONTRACTOR

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to 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 10. INDEMNIFICATION

- A. 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.

- B. This indemnification provision is independent of, and shall not in any way be limited by, Contractor's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of Contractor's evidence of insurance coverage required by this agreement does not in any way relieve Contractor from its obligations under this Section.

Section 11. INSURANCE REQUIREMENTS

Without limiting Contractor's duties of defense and indemnification:

- A. Contractor and any subcontractor shall carry Commercial General Liability Insurance and other coverage necessary to protect County and the public, with limits of \$2 million per occurrence or claim. Such coverage shall:
 - 1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
 - 2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - 3. Apply separately to this project and location; in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
 - 4. Contain, or be endorsed to contain, a "separation of insureds" clause which shall read, or have the same effect as the following:
 "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."
- B. Contractor and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Contractor has no owned autos then covering at minimum

hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:

1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.
 2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.
- C. Contractor and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees, covering the full liability for compensation for injury to those employed by Contractor or subcontractor. 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.
- D. Contractor shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the Contractor's profession and the services/work being performed, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.
- E. Contractor shall require its subcontractors, if any, to carry and maintain insurance coverage and evidence that equals or exceeds the coverage requirements imposed upon Contractor by this agreement.
- F. 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 Shasta County Risk Manager prior to the effective date of this agreement; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Contractor or subcontractor who procured such coverage and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the self-insured retention or deductible.
 2. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such 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 coverage for claims received and reported three years after the expiration date of this agreement.

3. In the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
4. Contractor hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
5. Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this agreement shall be applicable to County.
6. Before the effective date of this agreement, Contractor shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this agreement; for purposes of verification of Contractor meeting insurance requirements of this agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.
7. Coverage required herein shall be in effect at all times during the term of this agreement and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best's rating of not less than A:VII unless otherwise authorized by County.
8. 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.
9. For any claims related to this agreement, Contractor's coverage shall be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Contractor's coverage and shall not contribute with it.

10. Any Failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Contractor represents and warrants all websites created for County, or used by Contractor to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at www.w3.org, and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
- D. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- E. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor noncompliance with the provisions of this Section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Contractor shall maintain appropriate records to 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 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

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

Section 16. LICENSES AND PERMITS

Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. PERFORMANCE STANDARDS

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

Section 18. CONFLICTS OF INTEREST

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

Section 19. NOTICES

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

If to County: Branch Director
 HHS Behavioral Health and Social Services Branch
 Attn: Contracts Unit
 2640 Breslauer Way
 Redding, CA 96001
 Phone: (530) 225-5900
 Fax: (530) 229-8404

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

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

Section 20. AGREEMENT PREPARATION

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT

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

Section 22. PROPERTY TAXES

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

Section 23. SEVERABILITY

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

Section 24. COUNTY'S RIGHT OF SETOFF

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

Section 25. CONFIDENTIALITY

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

Section 26. CONFIDENTIALITY OF PATIENT INFORMATION

All information and records obtained in the course of providing services under this agreement shall be confidential, and Contractor and all of Contractor's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability

and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. USE OF COUNTY PROPERTY

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

Section 28. FINANCIAL REPORTING

Contractor shall provide to County the following financial information and/or records pertaining to Contractor: audited financial statements prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States ("OMB") and performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Contractor's receipt of the audited financial statement); IRS form 990 and all supporting schedules (submitted to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submitted to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County Health and Human Services Agency, Administration Branch, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Contractor shall fully cooperate with County in providing any financial information and/or records requested by County concerning this agreement. This Section shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to submit all required financial reporting to County as prescribed herein.

Section 29. FINANCIAL DISCLOSURE FOR NON-PROFITS

During the term of this agreement and any extensions, Consultant shall identify and disclose to County an organizational chart and the total compensation of its lead executive(s) annually. Should Consultant's governing board approve a change in compensation to the lead executive(s) during the term of this agreement and any extensions, Consultant shall disclose the new compensation to County within seven days of the action taken by the governing board.

Section 30. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their

separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Contractor agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this Section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Contractor that are provided for in Section 10.

Section 31. 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 (h) 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 they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SHASTA

Date: _____

KEVIN W. CRYE, CHAIR
Board of Supervisors
County of Shasta
State of California

ATTEST:

DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
JOSEPH LARMOUR
County Counsel

RISK MANAGEMENT APPROVAL

Signed by:
By: Trisha C. Weber
Trisha C. Weber
Assistant County Counsel

Signed by:
By: Dolyene Lane
Dolyene Lane
Risk Manager

CONTRACTOR

Date: 05/05/2025 | 7:46 PM PDT

Signed by:
By: Jo Campbell
Jo Campbell
Chief Executive Officer
Tax I.D.#: On File

EXHIBIT A

PROGRAM WORKPLAN **Mental Health Wellness and Recovery**

1. Program Overview

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

2. Service Area

- A. The Program shall serve residents of Eastern Shasta County. Contractor shall provide services within the communities of Round Mountain, Montgomery Creek, Big Bend, Burney, Fall River Mills, McArthur, and Hat Creek as well as the other communities within Eastern Shasta County.

3. Staffing and Training

- A. Program staff shall include both volunteer and paid staff.
- B. All staff members shall be familiar with the values, goals, and practices of recovery and wellness, and shall receive training in the competency of serving persons of every culture, language, group, and ethnicity.
- C. Staff may attend any ongoing trainings in relation to PADs for the purposes of staying current with guidelines of this evolving MHSA Innovations project and/or to be able to train additional Peer Support Staff on completing a PAD.

- D. To implement this program in accordance with an evidence-based model, at least two staff members will be Copeland Center-certified Level Three Taking Action for Whole Health and Wellbeing trainer to provide Level Two trainings. Level One trainings will be completed by two trainers who are, at a minimum, Level Two certified.

4. Services and Components

- A. Program service delivery systems shall be broad-based and inclusive. These may include, but are not limited to, engagement and/or socialization activities, peer support, and wellness and recovery activities.
- B. Program will arrange transportation services to increase access to the Program.
- C. Program may arrange for Brave Faces participants to deliver presentations, sharing the true stories of recovery to help fight the stigma surrounding mental illness, substance use issues, suicide, and suicide loss.
- D. Program may provide Peer Assistance to Participants who wish to complete a Psychiatric Advance Directive (PAD) with clients and provide feedback as part of the MHSA Innovations project.

5. Community Participation and Coordination

- A. The Program shall form relationships with agencies and service providers in order for Participants to link to additional community services and supports. The Program staff shall be actively involved in providing support and linkage as needed.
- B. The Program shall facilitate broad-based partnerships with other community groups to provide maximum services to Participants. These partnerships may include, but not be limited to:
 - 1. Shasta County Health and Human Services Agency, including Behavioral Health and Social Services and Economic Mobility Branches
 - 2. Stand Against Stigma – Brave Faces
 - 3. Shasta College
 - 4. Social Security Administration
 - 5. NAMI
 - 6. Tri-County Community Network
 - 7. Bridges to Community
 - 8. City of Redding Housing Authority
 - 9. Good News Rescue Mission
 - 10. Shasta Community Health Center
 - 11. Local service clubs

EXHIBIT B

MONTHLY PROGRESS REPORT

Each Monthly Progress Report shall contain a complete set of accurate and complete reports containing all of the information requested below:

1. Statistical Report
2. Demographics Report
3. Resources Report
4. Narrative Report
5. Activities Report

Hill Country Circle of Friends - Wellness Center			20__/20__ Statistical Report											
			July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1	What percent of the people served have participated in at least one activity or group?	%												
2	How many participants in the Program contributed to the planning and direction of the Program? (i.e. through the activities in #5 on membership on boards)	#												
3	Workshops	Description												
		Length - Hours												
		How often does it meet?												
		Facilitator Is: Volunteer - V Employee - E												
		# of participants												
4	12-Step Recovery Meetings	Description												
		Length - Hours												
		How often does it meet? Daily - D Weekly - W Monthly - M Quarterly - Q As Needed - A												
		Facilitator Is: Volunteer - V Employee - E												
		# of participants												
5	What transportation services that increase access to the Program have you arranged?	Bus Passes												
		Rides provided by the WC												
6	Please include the following attachments when submitting monthly reporting:	Participant Satisfaction Survey Results												
		Monthly Calendar of Activities/Events												
		Wellness Program Newsletter												
		Other												

20 /20 Statistical Report - Resources

Please fill out the following information for each resource the Wellness center referred to during the month.

Page 20 of 27

Hill Country Circle of Friends - Wellness Center 20__/20__ Statistical Report - Activities

Agr.HillCountry.CircleofFriends.2426
2090-1-2024-01
CC: 40401/MH0003

EXHIBIT C

QUARTERLY DEMOGRAPHICS REPORT

Hill Country Circle of Friends - Wellness Center		FY 20__/20__ Quarterly/YTD Demographic Report					Unduplicated Individuals seen for the Fiscal Year (not a total of QTR's)
Demographics		Q1 Total	Q2 Total	Q3 Total	Q4 Total	YTD Total	
		# of Unduplicated Individuals					
Age	0-5						
	6-15						
	16-25						
	26-59						
	60+						
Race	American Indian or Alaskan Native						
	White						
	Asian						
	Black or African American						
	Native Hawaiian/Other Pacific Islander						
	Other						
	Prefer not to answer						
Ethnicity	Caribbean						
	Central American						
	Mexican/Mexican-American/Chicano						
	Puerto Rican						
	South American						
	African						
	Asian Indian/South Asian						
	Cambodian						
	Chinese						
	Eastern European						
	European						
	Filipino						
	Japanese						
	Korean						
	Middle Eastern						
	Vietnamese						
	Other						
	Prefer not to answer						
	More than one ethnicity						
Disability	Difficulty seeing						
	Difficulty hearing, or having speech understood						
	Mental domain not including a mental illness (i.e. learning disability, developmental disability, dementia)						
	Physical/mobility domain						
	Chronic health condition						
	None						
	Other						
Veteran	Prefer not to answer						
	Yes						
	No						
Sex at birth	Prefer not to answer						
	Male						
	Female						
	Prefer not to answer						

EXHIBIT D**CIRCLE OF FRIENDS SERVICES AND RATES**

Rate Group	Unit	Minimum	Amount
Rate 1 Activities	Each Participant	30 minutes	\$125
Rate 2 Groups	Each Participant	1 hour	\$83
Rate 3 Events	Each Participant	30 minutes	\$42
Rate 4 Activities	Each Participant	4 hours	\$167
Brave Faces Stipend	Each Stipend	Per volunteer	\$150
Taking Action for Whole Health and Wellbeing Level Two Training	One Training	Per Level Two training facilitated	\$4,820

Rate 1 Activities: at least 30 minutes in duration

Activities requiring staff oversight and preparation.

- a. Non-peer led group activities are included in this category.
- b. In addition, either peer-led or non-peer led activities including, but not limited to:
 - non-peer led groups
 - peer counseling
 - support groups
 - socialization activities
 - mentoring
 - Participant support and training on self-advocacy
 - physical activities
 - art and writing classes
 - healthy lifestyle classes
 - understanding personal finances workshops
 - targeted activities for families to increase support, communication, and education
 - Participant satisfaction survey
 - pre-crisis services
 - supportive services to assist in obtaining employment assistance for Participants to
 - assistance with understanding, navigating, and connecting to mental health services and other community resources
 - providing resources
 - arranging logistics of transportation services on behalf of Participants which increase access to the Program and/or other related appointments or services
 - providing Peer Assistance to complete a Psychiatric Advance Directive (PAD) with clients and provide feedback as part of the MHSA Innovations project.

Rate 2 Groups: Peer-led Groups: at least 1 hour to in duration

Peer Groups meetings scheduled throughout the year, to be advertised on a calendar of events. Groups may be for a defined period of time and are subject to change throughout the year, such as:

- alcohol and substance abuse 12-step recovery programs
- assistance with computer lab
- Domestic Violence
- Mindfulness

Rate 3 Events: Community Events: at least 30 minutes in duration

Attendance of client at community events including but not limited to (includes transportation by Contractor's staff):

- shopping
- farmer's market
- other community activities
- volunteer opportunities
- oversight of Participant self-directed activities (i.e., cooking, games, hygiene, music, movies, crafts)

Rate 4 Activities: at least 4 hours of staff time

Any of the below listed activities that requires staff time commitment of at least one half of a day; minimum of 4 hours and not to exceed 8 hours.

- Ongoing trainings in relation to PADs
- Attendance at the MHSA Stakeholder Meeting
- Other county required meetings
- Facilitation of Level One training to develop individual client Taking Action for Whole Health and Wellbeing plans in a group setting
- Holiday Gatherings for clients

Brave Faces Stipend

Brave Faces presentations provided by members of Stand Against Stigma, sharing the true stories of recovery to help fight the stigma surrounding mental illness, substance use issues, suicide, and suicide loss.

Taking Action for Whole Health and Wellbeing Level Two Training

At least two certified Level Three Taking Action for Whole Health and Wellbeing trainers are required to co-facilitate each Level Two group session for peer support specialists, volunteers, staff, interns and other interested community members to become Group facilitators.

EXHIBIT E

STIPEND TRACKER

Circle of Friends
Mental Health and Wellness Program
Brave Faces Stipend Tracker for _____
Month/Year

[illegible]

MILEAGE LOG

[illegible]

PARTICIPANT TRACKER

Month/Year

[illegible]