AGREEMENT BETWEEN COUNTY OF GLENN, THROUGH ITS HEALTH AND HUMAN SERVICES AGENCY, AND UNITY HOUSE
FISCAL YEAR 2019-2020

This Independent Contractor Agreement (“Agreement”) is made and entered into this 1st day of July, 2019, by and between Glenn County, a political subdivision of the State of California (“County”) through its Health and Human Services Agency’s Behavioral Health Division (“Behavioral Health”), and Unity House, (“Provider”).

RECITALS:

A. Behavioral Health has determined that it is desirable to retain Provider to provide community-based, culturally-sensitive and high quality mental health services to Glenn County Medi-Cal Beneficiaries; and

B. Provider represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. Behavioral Health desires to retain Provider to perform the proposed services.

Behavioral Health and Provider agrees as follows:

AGREEMENT:

1. Scope of Services.

Pursuant to Government Code Section 31000, Behavioral Health retains Provider to perform all the professional services described in Exhibit “A” which is attached hereto and incorporated herein by this reference (“Services”).

2. Term.

Services under this Agreement shall commence on July 1, 2019, and shall continue until June 30, 2020, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by Behavioral Health to Provider for the professional services described in Exhibit “A” shall be the Fixed price, Annual price,
Monthly price or Hourly rate set forth in Exhibit “B” which is attached hereto and incorporated herein by this reference, and as amended for each fiscal year to reflect any rate increases.

B. To the extent that Provider is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the Glenn County Purchasing Agent or authorized deputy and shall be reimbursed in accordance with Glenn County’s Travel and Business Expense Policy contained in Title 7 of the Glenn County Administrative Manual.

C. The maximum compensation payable under this Agreement, inclusive of all expenses, shall not exceed eighty thousand dollars ($80,000.00). Behavioral Health shall make no payment to Provider in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Provider agrees to testify at Behavioral Health’s request if litigation is brought against Behavioral Health in connection with Provider’s work. Unless the action is brought by Provider or is based upon Provider’s negligence or intentional tortious conduct, Behavioral Health will compensate Provider for the testimony at the current hourly rate of Provider’s employee.

4. Invoice and Payments.

A. Provider shall submit invoices for services rendered during the preceding month. Provider shall attach to each invoice documentation for the hours charged (if applicable), and the documentation shall include an itemized narrative of work completed during the period billed. The final invoice of each fiscal year is due by July 10th. Behavioral Health shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

B. If an overpayment or underpayment was made, settlement shall be made by Provider to County or County to Provider within 45 days of notification.

C. To the extent that County inadvertently reimburses Provider for services covered and paid by a third-party payor, County shall recoup such reimbursement.

5. Notice.

Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail,
or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to Behavioral Health:

Glenn County Health and Human Services Agency
Attn: Administration
P.O. Box 611
Willows, CA 95988
Phone: (530) 934-1439
Fax: (530) 934-6521
Email: admin@countyofglenn.net

Invoice may be submitted by email to: gchhsaaccountspayable@countyofglenn.net

If to Provider:

Unity House
Glenn D. Myers, Director
3863 County Rd. 99W
Orland, CA 95963
Email: gmyers1950@hotmail.com

Notice shall be effective upon receipt.

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Provider is an independent contractor, and not the employee or agent of Behavioral Health for any purpose whatsoever. Behavioral Health shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Provider herein. Provider shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Provider shall have no claim under this Agreement or otherwise against Behavioral Health for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that Behavioral Health shall not withhold from Provider’s compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Provider is solely
responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Provider shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Provider’s activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Provider agrees to indemnify Behavioral Health and hold Behavioral Health harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which Behavioral Health may be assessed by such state or federal agency for failing to withhold from the compensation paid to Provider under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Consultant’s activities under this Agreement, or any of them, are found by the California Public Employee’s Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

7. Authority of Provider.

It is understood that Provider is to provide information, research, advice, recommendations, and consultation services to Behavioral Health. Provider shall possess no authority with respect to any Behavioral Health decision. Behavioral Health is responsible for and shall make all governmental decisions related to work of Provider.

8. Subcontracting and Assignment.

Provider shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of Behavioral Health.
9. **Ownership of Work Product.**

All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Provider, in both paper and original electronic program forms, shall become the property of Behavioral Health as they are produced and shall be delivered to Behavioral Health upon completion of services. Provider may retain copies for its files and internal use; however, Provider shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of Behavioral Health. Upon reasonable notice, Behavioral Health representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. **Indemnification.**

To the fullest extent permitted by law, Provider shall defend (with legal counsel reasonably acceptable to Behavioral Health), indemnify and hold harmless Behavioral Health, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Provider or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert Providers or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Provider, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligation to defend, hold harmless and indemnify Behavioral Health, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of Behavioral Health, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by Behavioral Health. To the extent there is an obligation to indemnify under this paragraph, Provider shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Provider’s negligence, recklessness, or willful misconduct.

11. **Insurance.**

A. Without limiting Provider’s indemnification of Behavioral Health, Provider shall provide and maintain at its own expense and keep in force during the term of this
Agreement, or as may be further required herein, the following insurance coverages and provisions:

(iii)  **Workers’ Compensation and Employer’s Liability**: Workers’ Compensation Insurance with statutory limits, as required by the laws of the State of California and; Employer’s Liability insurance on an “occurrence” basis with a limit of not less than $1,000,000.

(i)  **General liability**: Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of $1,000,000 covering bodily injury and property damage; General Aggregate limit of $2,000,000; Products and Completed Operations Aggregate limit of $2,000,000 and Personal & Advertising Injury limit of $2,000,000, written on an occurrence form.

(ii)  **Automobile Liability**: Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage liability.

(iv)  **Professional Liability Insurance**: Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting therefrom, with a limit of not less than $1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless Behavioral Health for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes Provider’s start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this Agreement, Provider shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this Agreement is terminated or not renewed, Provider shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two-year period, Provider shall purchase an extended reporting provision at least covering the
balance of the two-year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

i. Name Behavioral Health, members of the Board of Supervisors of Glenn County, its officers, agents and employees, as additional insureds except with respect to Workers’ Compensation and Professional Liability.

ii. Be primary and non-contributory with respect to all obligations assumed by Provider pursuant to this Agreement or any other services provided. Any insurance carried by Behavioral Health shall not contribute to, or be excess of insurance maintained by Provider, nor in any way provide benefit to Provider, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

iii. Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available “Best's Insurance Guide.”

iv. Include a severability of interest clause and cross-liability coverage where Behavioral Health is an additional insured.

v. Provide a waiver of subrogation in favor of Behavioral Health, members of the Board of Supervisors of Glenn County, its officers, agents and employees.

vi. Provide defense in addition to limits of liability.

Upon execution of this Agreement and each extension of the Term thereafter, Provider shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to Behavioral Health prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) Behavioral Health’s additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers’ compensation and professional liability policies. Provider shall also furnish Behavioral Health with endorsements affecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to Behavioral Health’s address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by Behavioral Health before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.
Unless otherwise agreed by the parties, Provider shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Provider as an additional insured on all such coverages. Evidence thereof shall be furnished as Behavioral Health may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Provider.


A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner, and according to the professional standards observed by a competent practitioner of the profession, in which Provider and any subcontractors are engaged. Provider shall, while engaged in the provision of services under this agreement, comply with the Glenn County Department of Health and Human Services Agency’s Code of Conduct which is attached hereto as Exhibit “C”.

B. Provider represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that Behavioral Health is relying upon Provider's qualifications to perform these services in a professional manner; and agrees that Behavioral Health’s full or partial acceptance of any work does not release Provider from its obligation to perform the services in accordance with this Agreement unless Behavioral Health expressly agrees otherwise in writing.

C. Provider shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.


A. Provider shall be solely responsible for the quality and accuracy of its work and the work of its Providers performed in connection with this Agreement. Any review, approval, or concurrence therewith by Behavioral Health shall not be deemed to constitute acceptance or waiver by Behavioral Health of any error or omission as to such work.

B. Provider shall coordinate the activities of all sub-providers and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. Behavioral Health shall promptly notify Provider of any defect in Provider’s performance.
14. **Audit.**

The following audit requirements apply from the effective date of this Agreement until three years after Behavioral Health’s last service to client:

A. Provider must maintain records for ten (10) years from the date of last service to clients, or until all State audits are complete, whichever is later, except that records of unemancipated minors shall be kept not less than ten (10) years after the minor has reached the age of eighteen (18) years. Provider shall contractually require that all of Provider’s subcontractors performing work called for under this Agreement also keep and maintain such records.

B. Provider agrees to permit Department of Health Care Services or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

C. Provider shall allow Behavioral Health’s authorized representatives reasonable access during normal business hours to inspect, audit, and copy Provider’s records as needed to evaluate and verify any invoices, payments, and claims that Provider submits to Behavioral Health or that any payee of Provider submits to Provider in connection with this Agreement. ‘Records’ includes, but is not limited to, correspondence, accounting records, sub-provider files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

D. Behavioral Health and Provider shall be subject to the examination and audit of the State Auditor, at the request of Behavioral Health or as part of any audit of Behavioral Health. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. **Publication of Documents and Data.**

Provider may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of Behavioral Health. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either Behavioral Health or Provider.
16. **Employment Practices.**

Provider, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. **Termination.**

Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly approved by the Board of Supervisors. If this Agreement was not approved by the Board of Supervisors, and was executed for the County by the Purchasing Agent, or an authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000).

18. **Jurisdiction.**

This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

19. **Compliance With Law.**

Provider shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination. Contractor shall comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions. (42. C.F.R. § 438.230(c)(2).)

20. **HIPAA Business Associate Agreement.**

Provider, as a Business Associate of Behavioral Health, shall comply with, and assist Behavioral Health in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA), as outlined in Exhibit “D” which is attached hereto and incorporated herein by this reference.

If Behavioral Health becomes aware of a pattern of activity that violates this section and reasonable steps to cure the violation are unsuccessful, Behavioral Health will terminate the Agreement, or if not feasible; report the problem to the Secretary of Health and Human Services (“HHS”).
21. Conflict With Laws or Regulations/Severability.

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.


Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. Waivers.

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.


Any amendments to this Agreement shall be in writing and executed by both parties.

25. Entire Agreement.

This Agreement, constitutes the entire Agreement between the parties for the provision of services to Behavioral Health by Provider and supersedes all prior oral and written agreements and communications.

26. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
27. Construction.

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

28. Non-Exclusive Agreement.

Provider understands that this is not an exclusive agreement, and County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Provider, or to perform such services with County’s own forces.


During the performance of this agreement, Provider and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), or marital status. Provider and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Provider and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Provider shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60).

Consistent with the requirements of applicable federal law such as 42 C.F.R. §§ 438.6(d)(3) and (4) or state law, the Provider shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. The Provider will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42.C.F.R. § 438.6(d)(3).
The Provider shall comply with the provisions of Section 504 of the Rehabilitation Act of 1978, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

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SIGNATURES ON NEXT PAGE
IN WITNESS WHEREOF, County and Unity House have executed this agreement on the day and year set forth below.

UNITY HOUSE:

Glenn D. Myers, Director  
Unity House  

COUNTY OF GLENN:

Scott H. De Moss, County Administrative Officer  
Glenn County, California  

Christine Zoppi, Director  
Health and Human Services Agency  

APPROVED AS TO FORM:

William J. Vanasek, County Counsel  
County of Glenn, California  

Reviewed by: Glenn County Administrative Officer

HEALTH AND HUMAN SERVICES AGENCY:

Approved by Deputy Director of Administration

Approved by Director or Behavioral Health

Approved by Fiscal Manager

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
Exhibit C – Code of Conduct
Exhibit D – Business Associates Agreement

Unity House, BH769, FY 2019-2020
EXHIBIT A

SCOPE OF SERVICES

RESPONSIBILITIES OF PROVIDER:

During the term of this agreement, Provider shall:

a. During the entire term of this Agreement, Provider will reserve eight beds at all times, and will ensure that the number of beds contracted for shall be available to the County at all times for clients that have been determined by the Glenn County Director of Mental Health, or designee, to be appropriate beneficiaries for placement at the facility. The reserved beds shall be paid for by the County even if unused, but Provider must invoice the County for the beds in accordance with Paragraphs 3, 4 and Exhibit B of this Agreement.

b. Upon referral from the Glenn County Director of Mental Health, or designee, Provider will provide long-term and short-term residential care services to clients of the Glenn County Mental Health Services.

c. Be required to send to County copies of any monitoring reports that have been issued by any County, State or other funding agency.

d. Inform County of any grievances or complaints involving clients of County who are receiving treatment at Provider’s facility. Provider shall display the grievance or complaint process in order to inform client of said process. Provider shall report any grievances or complaints with resolution to County each calendar quarter.

e. Comply specifically with Division 5 of the Welfare and Institutions Code, Title 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.

f. Adhere to all statutes and regulations governing the confidentiality of records.

g. Maintain all patient records in compliance with all appropriate Federal, State and local requirements.

h. Comply with all Patients’ Rights statutes and regulations.

i. Insure that all patient admissions and length of stay requests comply with utilization review regulations.
EXHIBIT B
SCHEDULE OF FEES
Contract will not exceed $80,000.00 per fiscal year.

<table>
<thead>
<tr>
<th>Sober Living Environment</th>
<th>Rent &amp; Utilities</th>
<th>Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residence at 611 Woodward, Orland, CA 95963</td>
<td>$550/month per bed</td>
<td>$100.00/ Month per child</td>
</tr>
<tr>
<td>Residence at 3863 Co. Rd. 99 West, Orland, CA 95963</td>
<td>$550/ month per bed</td>
<td>$100.00/ Month per child</td>
</tr>
</tbody>
</table>
EXHIBIT C
CODE OF CONDUCT

Glenn County Health and Human Services Agency staff, contractors and agents are committed to delivering all services in a partnership with the clients we serve and our community. We provide all services with respect and dignity, providing excellence in all we do and integrity in how we do it. To better meet our goals, we;

- Treat all patients, constituents and clients with dignity, respect and courtesy. Providing appropriate care and services and, whenever possible, individualize that service to address patient, constituent, client and community needs.
- Provide all services in accordance with applicable federal, state and county laws and regulations.
- Provide patients and clients with the information they need to make fully informed decisions about their care and services. Patients and clients have a right to receive information about our department’s services, policies and procedures and fees we charge.
- Maintain a working environment free from all forms of harassment or intimidation, sexual or otherwise, showing respect and consideration for each other. Discriminatory treatment, abuse, violence or intimidation is not acceptable.
- Comply with applicable laws, rules, regulations, standards, and other requirements as directed by federal, state and county governments. We comply with requirements of federal healthcare program statutes, regulations and guidelines striving to exercise sound judgment in the performance of our duties.
- Take reasonable precaution to ensure that billing and/or coding of claims are prepared and submitted accurately, timely, and are consistent with federal, state and county laws and regulations, including the Federal False Claims Act and the California False Claims Act, utilizing the policies and procedures of Glenn County and our department. This includes federal healthcare program regulations and procedures as well as standards required by the State of California.
- If errors or problems in claims or billings are discovered, we act promptly to investigate and correct them.
- Avoid commitments that interfere with our ability to properly perform duties for our department or any activity that conflicts with the known interest of the County of Glenn, our department, its patients, clients or constituents.
- Do not use Glenn County time, facilities, equipment, badge or uniform for private gain or advantage, or the private gain or advantage of another.
➢ Do not accept any form of compensation for use of our time, knowledge or position in purchasing products or services or recommending they be purchased by others.

➢ Will not solicit, advertise, or engage in personal business practices with clients, their families, vendors, or other parties using our employment, work station, or official capacity.

➢ Seek positive and cooperative relationships within Glenn County, our department, as well as with other government programs, vendors, contractors, community groups and industry to enhance services and resources available to the public.

➢ Ensure that all records in any medium are maintained in accordance with guidelines established by the Glenn County Board of Supervisors and applicable government and civil codes, in an accurate and confidential manner in order to protect privacy and provide factual information.

➢ All department staff, contractors and agents are expected to comply with this code of Conduct, the Rules and Regulations governing employment with Glenn County and our departmental policies and procedures, and contractual obligations, as well as all laws and regulations. This includes statutes, regulations and guidelines applicable to state, county and federal healthcare programs, knowing that failure to comply with the above may potentially subject an employee to civil and criminal liability, sanctions, penalties or disciplinary action.

➢ Are obligated to report a violation of the Code of Conduct, county rules and regulations, departmental policies and procedures or other state or federal laws and regulations.

➢ Investigation of Suspected Non-Compliance

The Compliance Officer in consultation with County Counsel shall investigate every credible allegation, inquiry, complaint, or other evidence of non-compliant conduct. If the Compliance Officer’s investigation results in sufficient evidence of non-compliant conduct, the Compliance Officer will prepare a written report of findings that will be forwarded to the Compliance Committee for appropriate action. Corrective action can include, but is not limited to:

  o Disciplinary action
  o Termination of contract
  o Suspension of billing
  o Modification of the coding and billing system where necessary
  o Adjustment of policies and procedures
  o Engaging in steps necessary to reduce the error rate
  o Training
  o Increasing auditing and/or monitoring activity
GLENN COUNTY BUSINESS ASSOCIATE AGREEMENT

[This addition to the contract is required for every contract in which the service contracted for involves the provision of medical, dental, pharmaceutical, psychological, psychiatric or any other service in which client’s Protected Health Information could at some point be used or disclosed to the contractor.]

This Business Associate Agreement (“Agreement”) supplements and is made a part of the contract (“Contract”).

The County and Business Associate intend to protect the privacy and provide for the security of protected health information (PHI) disclosed to Business Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and regulations promulgated there under by the U.S. Department of Health and Human Services and other applicable laws.

As part of the HIPAA Regulations, the Privacy and Security Rules require the County enter into a contract containing specific requirements with its Business Associates prior to disclosure of PHI.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms used in the above referenced regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

1. **Compliance**: Business Associate shall comply with, and assist the County in complying with the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164). Business Associate shall further comply with, and assist the County in complying with the Health Information Technology for Economic and Clinical Health Act (including but not limited to 42 U.S.C. 17921 “HITECH”).

2. **Independent Contractor**: It is specifically and expressly understood between the parties that the Contract and this Agreement creates no relationship of employer/employee between
the parties and that contractor is, and shall remain throughout the term of this Contract and Agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect.

3. **Permitted Uses and Disclosures:** Business Associate shall not use or disclose protected health information (PHI) except for the purpose of performing Business Associate’s obligations under the Contract, as permitted under the Contract and Agreement, and as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.

4. **Prohibited Uses and Disclosures:** Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Except as otherwise required by law, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with prior written consent of the County and as permitted by the HITECH Act. However, this prohibition shall not affect payment by the County to Business Associate for services provided pursuant to the Contract.

5. **Appropriate Safeguards:** Business Associate shall implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of the County, from use or disclosure other than as provided for by this Agreement. Business Associate shall comply with 45 C.F.R. Sections 164.308, 164.310, and 164.312. Business Associate shall also comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. Section 164.316.

6. **Report of Improper Access, Use, or Disclosure:** Business Associate shall report to the County any access, use, or disclosure of the PHI not permitted by this Agreement, including but not limited to security incidents of which the Business Associate becomes aware.

7. **Business Associate’s Agents:** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created, or received by Business Associate on behalf of the County, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

8. **Access to PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, provide access to PHI maintained by the Business Associate, or its agents or
subcontractors, in a Designated Record Set. This PHI will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR 164.524. If Business Associate maintains an Electronic Health Record (EHR), Business Associate shall provide such information in electronic format to enable the County to fulfill its obligations under the HITECH Act.

9. **Amendment of PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, make any amendment(s) to PHI maintained in a Designated Record Set that the County directs, pursuant to 45 CFR 164.526, at the request of the County or an Individual. If any individual requests an amendment of PHI directly from the Business Associate, or its agents or subcontractors, Business Associate must, within five (5) days of the request, notify the County in writing. Any approval or denial of amendment to PHI maintained by the Business Associate, or its agents or subcontractors, shall be the responsibility of the County.

10. **Accounting Rights:** Business Associate shall, within ten (10) days of notice by the County, make available to the County information required to provide an accounting of disclosures to enable the County to fulfill its obligations under section 164.528 of the Privacy Rule and the HITECH ACT. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate, and its agents or subcontractors, for at least six (6) years prior to the request.

   a. If Business Associate uses or maintains an EHR with respect to PHI (1) the exception for tracking disclosures of PHI related to treatment, payment or health care operation purposes no longer applies and (2) information relating to disclosures are required to be collected and maintained for only three (3) years prior to the request. This only applies to the extent the Business Associate uses or maintains an EHR.

   b. In the event that the request for an accounting is delivered directly to the Business Associate, or its agents or subcontractors, Business Associate shall within five (5) days of a request, forward it to the County in writing. It shall be the County's responsibility to prepare and deliver any such accounting requested.

   c. At a minimum, the information collected and maintained shall include: (1) the date of the disclosure; (2) the name of the entity or person; (3) a brief description of PHI disclosed; and (4) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or in lieu of such statement, a copy of the individual's authorization, or a copy of the written request for disclosure.

11. **Government Access:** Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for
purposes of determining compliance with the Privacy Rule. Business Associates shall provide to the County a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such information to the Secretary.

12. **Minimum Necessary:** Business Associate, and its agents or subcontractors, shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure. Business Associate understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

13. **Breach Pattern or Practice by Covered Entity:** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate’s obligations under the Contract or Agreement or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services. The Business Associate shall provide written notice to the County of any pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate’s obligations under the Contract or Agreement or other arrangement within twenty-four (24) hours of discovery and shall meet with the County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

14. **Notification of Breach:** During the term of the Contract, Business Associate shall notify the County within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which the Business Associate becomes aware and or any actual use or disclosure of data in violation of any applicable federal or state laws or regulations. This notice shall include, to the extent possible, the identification of each individual whose PHI has been or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during the breach. Business Associate shall provide the County with any other available information that County is required to include in the notification to the affected individuals. Business Associate shall take (1) prompt corrective action to cure any such deficiencies and (2) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulation.

15. **Mitigation:** Business Associate shall mitigate, to the extent practical, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

**TERMINATION**
16. **Material Breach:** A breach by Business Associate of any provision of this Agreement, as determined by County, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract by the County.

17. **Judicial or Administrative Proceedings:** The County may terminate the Contract, effective immediately, if (1) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations, or other security or privacy laws or (2) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceedings in which the party has been joined.

18. **Termination for Convenience:** County may terminate this Agreement at any time at its pleasure upon giving thirty (30) days written notice.

19. **Effect of Termination:** Except as provided in subparagraph A of this section, upon termination of the Contract for any reason, Business Associate shall, at the option of the County, return or destroy all PHI that Business Associate still maintains in any form, and shall retain no copies of such PHI. This provision shall apply to PHI that is in the possession of subcontractor or agents of the Business Associate.

   a. If return or destruction is not feasible, as determined by the County, Business Associate shall continue to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate, or any of its agents or subcontractors, maintain such PHI.

   b. If the County elects destruction of the PHI, Business Associate shall certify in writing to the County that such information has been destroyed.

**AMENDMENT**

20. **Amendment to Comply with Law:** The parties acknowledge that state and federal law relating to data security and privacy are rapidly evolving and that amendment of the Contract or Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security and confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT, the Privacy Rule, the Security Rule, or other applicable laws. County may terminate the Contract upon
thirty (30) days written notice in the event (1) Business Associate does not promptly enter into negotiations to amend the Contract or Agreement when requested by County pursuant to this Section or (2) Business Associate does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

County: 
Glenn County  
Health and Human Services Agency

Business Associate: 

Signature: __________________________  
Print Name: Christine Zoppi, Director  
Date: __________________________

Signature: __________________________  
Print Name: Glenn D. Myers, Director  
Date: __________________________

The wording of this attachment, unless modified, is approved by  
Tami Hanni  
HIPAA Privacy and Security Officer  
Glenn County

Revision #4, December 17, 2009