INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this 1st day of July 2024, by and between Sutter-Yuba Behavioral Health, a joint powers agency operated by the counties of Sutter and Yuba (hereinafter referred to as "SYBH"), and Yuba County Probation (hereinafter referred to as "Contractor").

RECITALS:

A. SYBH has determined that it is desirable to retain Contractor to provide meals for SYBH Psychiatric Health Facility (PHF) Inpatient clients; and

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

C. SYBH desires to retain Contractor to perform the proposed services.

SYBH and Contractor agrees as follows:

AGREEMENT:

1. Attachments. All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Exhibit A – Scope of Work
Exhibit B – Schedule of Fees
Exhibit C – Code of Conduct
Exhibit D – Conflict of Interest and Ownership/Control Attestation for Contractors
Exhibit E – Contribution (Levine Act) Declaration Form

2. Scope of Services. Pursuant to Government Code Section 31000, SYBH retains Contractor to perform all the professional services described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference which shall include the provision of meals for SYBH PHF clients ("Services").

3. Term. Services under this Agreement shall commence on July 1, 2024 and conclude on June 30, 2029, or until the Agreement is terminated by either party in accordance with the provisions of this Agreement.

Notwithstanding the term set forth above, and unless this Agreement is terminated by either party prior to its termination date, the term of the Agreement may be extended up to ninety (90) days by written mutual consent of SYBH and Contractor, executed prior to the contract expiration date. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. Contractor

understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor pursuant to this Agreement will be reimbursed by SYBH under a new agreement following expiration or termination of this Agreement, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue reimbursement of all or any such services from Contractor.

4. Compensation.

A. The compensation to be paid by SYBH to Contractor for the professional services described in Exhibit A shall be the Fixed price set forth in Exhibit B, Schedule of Fees, which is attached hereto and incorporated herein by this reference.

B. **The total annual compensation payable under this Agreement, inclusive of all expenses, shall not exceed SIXTY-TWO THOUSAND FOUR HUNDRED NINETY-EIGHT DOLLARS ($62,498) for a total contract amount of THREE HUNDRED TWELVE THOUSAND, FOUR HUNDRED NINETY DOLLARS ($312,490).** CONTRACTOR agrees to track payments made toward the maximum compensation agreed to in this agreement, to include not exceeding total contracted amounts. CONTRACTOR will notify SYBH immediately if costs are projected to exceed the approved contract maximum. SYBH shall make no payment to Contractor 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.

5. Invoice and Payments. Contractor shall submit invoices for Services rendered during the preceding month. Contractor 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. SYBH shall pay invoices that are undisputed within forty-five (45) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

6. 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 SYBH:
Sutter-Yuba Behavioral Health
Attn: Director
545 Garden Hwy., Suite B
Yuba City, CA 95991

If to Contractor:
Yuba County Probation Department
Chief Probation Officer
215 5th Street
Marysville, CA 95901

With a copy to:
Yuba County Counsel
915 8th Street, Ste. 111
Marysville, CA 95901

Notice shall be effective upon receipt.

7. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Contractor is an independent contractor, and not the employee or agent of SYBH for any purpose whatsoever. SYBH shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Contractor herein. Contractor 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. Contractor shall have no claim under this Agreement or otherwise against SYBH 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 SYBH shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor 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 Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Contractor'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, Contractor agrees to indemnify SYBH and hold SYBH harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal retirement or taxing laws, including but not limited to any penalties and interest which SYBH may be assessed by such state or federal agency for failing to withhold from the compensation paid to Contractor under this Agreement any amount which may have been required to be withheld by law.

8. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of SYBH.

9. Indemnification. To the fullest extent permitted by law, Contractor shall hold harmless, defend (with legal counsel reasonably acceptable to SYBH), and indemnify SYBH, Sutter County and their officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable,

except where caused by the active negligence, sole negligence, or willful misconduct of SYBH.

To the fullest extent permitted by law, SYBH shall hold harmless, defend (with legal counsel reasonably acceptable to Contractor), and indemnify Contractor, Yuba County and their officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of SYBH, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of Contractor.

10. Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance
Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

D. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

SYBH, the Counties of Sutter and Yuba, members of the Boards of Supervisors of the Counties of Sutter and Yuba, and officers, agents and employees of the Counties of Sutter and Yuba are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects SYBH, Counties of Sutter and Yuba, members of the Boards of Supervisors of the Counties of Sutter and Yuba, and officers, agents and employees of the Counties of Sutter and Yuba. Any insurance or self-insurance maintained by SYBH, Counties of Sutter and Yuba, members of the Boards of Supervisors of the Counties of Sutter and Yuba, and officers, agents and employees of the Counties of Sutter and Yuba shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SYBH.

Waiver of Subrogation

Contractor hereby grants to SYBH a waiver of any right to subrogation which any insurer of said Contractor may acquire against SYBH by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SYBH has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the SYBH. SYBH may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SYBH. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by SYBH. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. SYBH may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. SYBH reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to SYBH.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish SYBH with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by SYBH before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. SYBH reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. SYBH reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that SYBH is an additional insured on insurance required from subcontractors.

SYBH reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11. Professional Services.

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 Contractor and any subcontractors are engaged. Contractor shall, while engaged in the provision of services under this Agreement, comply with the Sutter County Department of Human Services Code of Conduct which is attached hereto as Exhibit C.

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

C. Contractor 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.

12. Conflict of Interest: Contractor attests that Contractor has no current business or financial relationship with any employees of the County of Sutter that would conflict with this Agreement and will not enter into any such business or financial relationships with any such employees during the term of this Agreement.

Contractor will comply with the provisions of CFR Title 42 and disclose relationships that may be potential conflicts of interest with SYBH through completion of Conflict of Interest and Ownership/Control Attestation for Contractors, Exhibit D, which is attached hereto and incorporated herein by this reference.

13. Responsibility of Contractor.

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

B. Contractor 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. SYBH shall promptly notify Contractor of any defect in Contractor's performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after SYBH's final payment:

A. Contractor shall allow SYBH's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to SYBH or that any payee of Contractor submits to Contractor 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.

B. SYBH and Contractor shall be subject to the examination and audit of the California State Auditor, at the request of SYBH or as part of any audit of SYBH. 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. Contractor 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 SYBH. 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 SYBH or Contractor.

16. Employment Practices. Contractor, 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, sexual orientation, 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 ten (10) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Sutter County Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Sutter County Board of Supervisors. If this Agreement was executed for SYBH by the Sutter County 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) for personal services contracts or forty-five thousand dollars ($45,000) for public works contracts.

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 Sutter.

19. Compliance With Law. Contractor 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.

20. Disclosure Of Financial Contributions. CONTRACTOR shall be responsible for completing, if required under California Government Code section 84308, the County of Sutter, "Levine Act" Contribution Declaration Form ("Declaration"), attached hereto as Exhibit E and incorporated herein by reference, and acknowledges that it is their sole responsibility to complete the Declaration accurately.

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.

22. Provisions Required by Law Deemed Inserted. 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.

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

25. Contractor Name Change: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, SYBH will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

26. Entire Agreement. This Agreement constitutes the entire Agreement between the parties for the provision of services to SYBH by Contractor and supersedes all prior oral and written agreements and communications.

27. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the signature pages of this Agreement may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for the purposes of this Agreement, with such scanned and electronic signatures have the same legal effect as original signatures.

28. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

29. 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.

IN WITNESS WHEREOF, the parties have duly executed this AGREEMENT as of the dates of their signatures.

YUBA COUNTY BOARD OF SUPERVISORS

By: _____ Date: _____
Don Blaser, Chair

ATTEST: MARY PASILLAS
YUBA COUNTY CLERK OF THE BOARD

_____

APPROVED AS TO FORM:
YUBA COUNTY COUNSEL

For _____
Janet E. Bender

INSURANCE PROVISIONS APPROVED

for _____
Tiffany Manuel
Human Resources Director & Risk Manager

Recommended for Approval:

_____
Matt Ricardy, Chief Probation Officer, Yuba County Probation

SUTTER COUNTY BOARD OF SUPERVISORS

By: _____ Date: _____
Mat Conant, Chair

SUTTER-YUBA BEHAVIORAL HEALTH

By: _____ Date: _____
Sarah Eberhardt-Rios, Director
Sutter

ATTEST:

_____
Deputy Clerk of the Board

APPROVED AS TO FORM:

_____
Office of Sutter County Counsel

EXHIBIT A
SCOPE OF SERVICES

Contractor shall provide meals and food items to patients of SYBH's Psychiatric Health Facility.

a. SYBH inpatients will be provided three (3) regular meals (breakfast, lunch and dinner) seven (7) days per week.

b. Prior to 2:00 p.m. of the day prior to meal preparation, SYBH staff will provide to Contractor the number of meals needed for the following day.

c. All meals furnished under this Agreement by Contractor shall be available for transportation by SYBH staff at Contractor's kitchen by the following times:

Breakfast	-	7:30 a.m.
Lunch	-	12:00 p.m.
Dinner	-	4:30 p.m.

d. In performing the services required under this Agreement, Contractor shall comply with all operable Federal, State, County and City statutes, ordinances and regulations.

e. Contractor will provide the food to SYBH staff in bulk form on units provided to Contractor by SYBH staff.

f. Contractor shall provide dietetic management services to SYBH in connection with the meals furnished under this Agreement.

g. SYBH staff shall provide to the patient all meal service utensils required. SYBH will clean, maintain and replace said utensils as required.

EXHIBIT B
SCHEDULE OF FEES

Contract will not exceed $62,498 annually, for a total contract amount of $312,490.

SYBH shall pay to Contractor the sum of NINE DOLLARS AND FIFTY-FOUR CENTS ($9.54) per SYBH patient per day for three (3) regular meals (breakfast, lunch and dinner).

Contractor shall bill SYBH once each month in arrears and SYBH will reimburse Contractor within forty-five (45) days of receipt of such billing.

EXHIBIT C
CODE OF CONDUCT

Sutter County Department of Health and Human Services 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 Sutter 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 Sutter, our department, its patients, clients or constituents.

- Do not use Sutter 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 Sutter 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 Sutter 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 Sutter 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.

_____
Printed Name

_____ _____
Signature Date

EXHIBIT D

Sutter-Yuba SYBH Conflict of Interest and Ownership/Control Attestation for Contractors

Pursuant to CFR Title 42, Sutter-Yuba SYBH (SYBH) contractors are required to manage and disclose relationships that may be potential conflicts of interest with their SYBH duties.

A conflict of interest is defined as any situation in which financial or other personal considerations may compromise or appear to compromise any employee's business judgement, delivery of client care, or ability of any employee to do his or her job or perform his or her responsibilities.

A conflict of interest may arise if you engage in any activities or advance any personal interests at the expense of SYBH's interests. An actual or potential conflict of interest occurs when any contractor is in a position to influence a decision that may result in personal gain for that contractor, a relative or a friend.

Contractors have an obligation to address both actual conflicts of interest and the appearance of a conflict of interest. You must always disclose and seek resolution of any actual or potential conflict of interest – whether or not you consider it an actual conflict – before taking a potentially improper action.

Conflict of Interest and Ownership/Control Attestation

1. Contractors may not make or influence business decisions, including executing purchasing agreements (including but not limited to agreements to purchase or rent equipment, materials, supplies or space) or other types of contracts (for personal services), from which they, a family member or a friend may benefit.

2. Contractors must disclose any significant business transactions (defined below) and ownership or control interests in any entity that they know to have current or prospective business, directly or indirectly, with SYBH.

    a. *Significant business transaction.* Any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of $25,000 and 5 percent of a provider's total operating expenses (42 CFR § 455.101.)

    b. *Ownership interest.* The possession of equity in the capital, the stock, or the profits of the disclosing entity.
    Person with an ownership or control interest means a person or corporation that:
        i. Has an ownership interest totaling 5 percent or more in a disclosing entity;

ii. Has an indirect ownership interest equal to 5 percent or more in a disclosing entity;
iii. Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity;
iv. Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity;
v. Is an officer or director of a disclosing entity that is organized as a corporation; or
vi. Is a partner in a disclosing entity that is organized as a partnership.

Ownership includes being related to another person with ownership or control interest as a spouse, parent, child or sibling. (42 CFR §§ 455.101 and 455.104.)

3. If a significant financial interest exists, a disclosure of such must be provided at any of the following times (42 CFR § 455.104(c)(1):
    a. Upon the provider submitting a provider application.
    b. Upon the provider executing a provider agreement.
    c. Upon request of SYBH during the re-validation of enrollment process under 42 CFR section 455.414.
    d. Within 35 days after any change in ownership of the provider.

4. All disclosures must be provided to SYBH.

5. Contractors shall provide written verification of compliance with 42 CFR sections 455.101 and 455.104. This verification will be provided to SYBH by December 31 of each year and when prescribed above.

6. Any person with five (5) percent or more direct or indirect ownership interest in an organization must submit a set of fingerprints per 42 CFR section 455.434(b)(1).

7. Contractors must disclose any activity, relationship or interest that is a conflict of interest so that these activities, relationships and interests can be evaluated and managed properly. A conflict of interest is any situation in which financial or other personal considerations may compromise an employee's business judgment, delivery of patient care, or ability of an employee to do his/her job or perform his/her responsibilities.

8. Contractors must disclose any outside activities that interfere with the contractor's capacity to satisfy his or her contractual responsibilities with SYBH. Such outside activities include leadership participation (such as serving as an officer or member of the board of directors) in professional, community or charitable activities; participation in business partnerships; and employment or consulting arrangements with entities other than SYBH.

9. Contractors must guard client and SYBH information against improper access or use by unauthorized individuals.

10. Contractors must avoid any appearance of impropriety when dealing with sub-contracted clinicians and referral sources.

11. All vendors and contractors who have or desire business relationships with SYBH must abide by these requirements. Individuals having knowledge of vendors or contractors who violate these standards in their relationship with SYBH must report these to the Compliance Officer.

12. Contractors shall not request donations for any purpose from clients.

I attest that I understand and will abide by the above SYBH Conflict of Interest and Ownership/Control standards. If I have information to disclose, I will complete the Financial Interest Disclosure Form (DHCS 6207).

_____
Printed Name

_____ _____
Signature Date

EXHIBIT E
CONTRIBUTION (LEVINE ACT) DECLARATION FORM

Completed form submitted to the County of Sutter is a public record.

When This Form Must Be Completed

This form must be completed by (1) any party (including all contractors and subcontractors) to a contract with the County of Sutter ("County") or that party's agent at the time the party submits a response to a Request for Proposals or other competitive solicitation, enters into contract negotiations with the County, or executes a contract with the County, whichever is earliest, or (2) any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

The requirement to submit this form applies where a party (or that party's agent) has contributed, within the 12 months prior to the proceeding, while the proceeding is pending, and/or for 12 months following the date a final decision is rendered in the proceeding, more than $250 to a member of the Board of Supervisors, or other elected or appointed officer (or alternate to such officer) or candidate for elective office in any state or local government agency. If any new reportable contribution is made while the contract, license, permit, or other entitlement is being considered, the party (or their agent) must submit a supplemental form. The party (or their agent) must also use this form if they need to correct any previously submitted form.

Background on the Levine Act Disclosure Requirement for Parties to a Proceeding

California Government Code section 84308 ("the Levine Act") prohibits any member of the Board of Supervisors or other elected or appointed officer or candidate for elective office in any state or local government agency from accepting, soliciting, or directing a contribution of more than $250 from a party (or the party's agent) or participant (as defined in subdivision (a)(2) of the Act) or participant's agent while a proceeding involving a license, permit, or other entitlement for use (as defined in subdivision (a)(5) of the Act) is pending, and for 12 months following the date a final decision is rendered in the proceeding.

The Act also requires a party to a proceeding to disclose any contribution of more than $250 that the party (or their agent) has made to a member of the Board of Supervisors or any other elected or appointed officer or candidate for elective office within the prior 12 months.

Fair Political Practices Commission regulations also require certain contributions to be combined when determining whether the $250 threshold has been reached, including those made by a party (or their agent) and those made by certain other individuals or entities (see California Code of Regulations title 2, section 18438.5, for more detail).

Parties are solely responsible for completing this form accurately. If you are uncertain whether you are required to report or combine a contribution, consult with your attorney.

COUNTY OF SUTTER "LEVINE ACT" CONTRIBUTION DECLARATION FORM

DATE FORM COMPLETED: _____

TITLE OR SHORT DESCRIPTION OF PROCEEDING: _____

_____

DATE OF BOARD OF SUPERVISORS MEETING WHEN THE PROCEEDING WILL BE CONSIDERED (if known and applicable): _____

IS THIS A SUPPLEMENT OR CORRECTION TO A PREVIOUSLY SUBMITTED "LEVINE ACT" DECLARATION FORM FOR THIS PROCEEDING? ____ YES ____ NO

IF "YES," DATE OF PREVIOUSLY SUBMITTED FORM: _____

EXPLANATION OF CORRECTION (if applicable): _____

_____

NAME OF BOARD MEMBER / OFFICER RECEIVING CONTRIBUTION (separate form must be submitted for each individual): _____

If you have more than five contributions to report, please submit a supplemental form.

	Name of Contributing Party / Organization	Name of Person / Entity Making Contribution	Date of Contribution	Amount of Contribution
1.				
2.				
3.				
4.				
5.				
			Total Contributions	

By signing below, I certify under penalty of perjury that the statements made herein are true and correct and that the party or agent I represent will comply with California Government Code section 84308.

_____ _____

Date Signature of Party or Agent Representative

_____

(Print) Name of Party or Agent Representative