



LASSEN COUNTY

Health and Social Services Department

- HSS Administration**
- Public Guardian**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8128
- Grant and Loans Division**
1400 Chestnut Street, Ste. C
Susanville, CA 96130
(530) 251-8309
- Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251-8108/8112
- Brashear Annex**
700 Brashear Street
Susanville, CA 96130
(530) 251-8112
- Patients' Rights Advocate**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8322
- Public Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- Environmental Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- Community Social Services**
1400 Chestnut Street, Ste A
Susanville, CA 96130
- LassenWORKS**
Business & Career Network
PO Box 1359
1616 Chestnut Street
Susanville, CA 96130
(530) 251-8152
- Child & Family Services**
1600 Chestnut Street
Susanville, CA 96130
(530) 251-8277
- Adult Services**
PO Box 429
1400 Chestnut Street, Ste B
Susanville, CA 96130
(530) 251-8158
- HSS Fiscal**
PO Box 1180
Susanville, CA 96130
(530)251-2614

Date: June 21, 2022

To: Chris Gallagher, Chairman
Lassen County Board of Supervisors

From: Barbara Longo, Director
Health and Social Services

Subject: Health and Social Services Agreements to include the following Contractors: North American Mental Health Services, Redwood Toxicology Laboratory, Inc., Pathways to Child and Family Excellence, Inc., Spare-A-Dime, Inc., Visions of the Cross, Inc., Restpadd, Inc., Restpadd Health Corp., Remi Vista, Inc., and Empire Recovery Center

Background:

Customarily, the Board of Supervisors approves the spreadsheet of Health and Social Services Agreement for the upcoming Fiscal Year annually. However, due to staffing and procedural changes, Health and Social Services will be bringing each contract to the Board of Supervisors for individual approval. Subsequently, we are submitting the following agreements for approval:

Agreement 1

North American Mental Health Services – After Hours Crisis Response

- First Amendment
 - Term: July 1, 2021 – June 30, 2022

Agreement 2

North American Mental Health Services – Psychiatric Services

- Second Amendment
 - Term: July 1, 2019 – June 30, 2022

Agreement 3

Spare-A-Dime, Inc. – Outreach & Engagement

- Second Amendment:
 - Term: July 1, 2020 – June 30, 2023

Agreement 4

Visions of the Cross, Inc. – Residential Treatment

- First Amendment:
 - Term: July 1, 2020 – June 30, 2023

Agreement 5

Restpadd, Inc. – Acute Psychiatric Care

- First Amendment
 - Term: July 1, 2021- June 30, 2023

Agreement 6

Restpadd Health Corp. – Acute Psychiatric Care

- First Amendment
 - Term: July 1, 2021 – June 30, 2023

Agreement 7

Remi Vista, Inc. – Mental Health Services

- First Amendment
 - Term: July 1, 2020 – June 30, 2023

Agreement 8

Empire Recovery Center – Residential Treatment

- Second Amendment
 - Term: July, 1 2020 – June 30, 2023

Agreement 8

Redwood Toxicology Laboratory, Inc. – Toxicology Services

- Original Agreement
 - Term: July, 1 2022 – June 30, 2025

Agreement 8

Pathways to Child and Family Excellence – Home Visiting Program

- Original Agreement
 - Term: July, 1 2022 – June 30, 2023

Fiscal Impact:

There is no impact to County General Funds.

Action Requested:

1) Approve Amendment & Agreements; and 2) Authorize the CAO to execute.

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
LASSEN COUNTY
AND
NORTH AMERICAN MENTAL HEALTH SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made by and between LASSEN COUNTY ("COUNTY") and North American Mental Health Services a corporation in Redding, California (hereinafter "CONTRACTOR"), who agree as follows:

1. **Recitals:** This First Amendment is made with reference to the following facts and objectives:

COUNTY and CONTRACTOR have entered into a written Agreement for the term of August 1, 2020 through June 30, 2021, (the "Agreement") in which CONTRACTOR agreed to provide after-hours response for emotional crisis screening.

2. **Amendments:** The parties agree to amend the Agreement as follows:

a. The parties desire to extend the term of the agreement for one additional year, FY 2021/2022. Therefore, the first sentence of Paragraph 2 is deleted and replaced with the following:

"The term of this agreement shall be for the period of July 1, 2021 through June 30, 2022."

b. The parties desire to extend the Maximum Contract Amount to include FY 2021/2022. Therefore, Paragraph 4 is deleted and replaced with the following:

Original Contract - July 1, 2020 - June 30, 2021						
Scope #	Program Service Description	Funding Source	Unit Type	Rate	Total # Units	Total
A.1.1	After Hours Telehealth - 5150 Emergency Mental Disorder Assessment	MH Realignment/ MHSA/SUD	Daily	\$535.22	208	\$111,325.76
Contract / July 1, 2021 - June 30, 2022						
Scope #	Program Service Description	Funding Source	Unit Type	Rate	Total # Units	Total
A.1.1	After Hours Telehealth - 5150 Emergency Mental Disorder Assessment	MH Realignment/ MHSA/SUD	Daily	\$535.22	208	\$111,325.76

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment, all provisions of the Agreement signed July 28, 2020, shall remain unchanged and in full force and effect.

SIGNATURES ON NEXT PAGE

_____ County Initials

1

_____ Contractor Initials

**SECOND AMENDMENT TO AGREEMENT
BY AND BETWEEN
LASSEN COUNTY
AND
NORTH AMERICAN MENTAL HEALTH SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") is made by and between LASSEN COUNTY ("COUNTY") and North American Mental Health Services a corporation in Redding, California (hereinafter "CONTRACTOR"), who agree as follows:

1. **Recitals:** This Second Amendment is made with reference to the following facts and objectives:

COUNTY and CONTRACTOR have entered into a written Agreement for the term of July 1, 2019 through June 30, 2020, (the "Agreement") in which CONTRACTOR agreed to provide professional psychiatric, diagnostic and therapeutic services to clients.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. The parties desire to extend the term of the agreement for one additional year, FY 2021/22. Therefore, the first sentence of Paragraph 2 is deleted and replaced with the following:

"The term of this agreement shall be for the period of July 1, 2019 through June 30, 2022."
 - b. The parties desire to extend the Maximum Contract Amount to include FY 2021/22. Therefore, Paragraph B.2 is deleted and replaced with the following:

North American Mental Health (NAMH)

Original Contract - July 1, 2019 - June 30, 2020						
Scope #	Program Service Description	Funding Source	Unit Type	Rate	Total # Units	Total
A.1.1	LMFT/LCSW	MH Realignment/ MHSA/SUD	Hourly	\$175.00	TBD	TBD
	Psychologist / PA /NP	MH Realignment /MHSA/SUD	Hourly	\$220.00	TBD	TBD
	MD/DO	MH Realignment /MHSA/SUD	Hourly	\$260.00	TBD	TBD
	For Every 8 Hours we bill an additional 1 Hour for Documentation and Refills	MH Realignment /MHSA/SUD	Hourly	\$175.00 to \$260.00	TBD	TBD
First Amendment - July 1, 2020 - June 30, 2021						
Scope #	Program Service Description	Funding Source	Unit Type	Rate	Total # Units	Total
A.1.1	LMFT/LCSW	MH Realignment/ MHSA/SUD	Hourly	\$175.00	TBD	TBD
	Psychologist / PA /NP	MH Realignment /MHSA/SUD	Hourly	\$220.00	TBD	TBD
	MD/DO	MH Realignment /MHSA/SUD	Hourly	\$260.00	TBD	TBD
	For Every 8 Hours we bill an additional 1 Hour for Documentation and Refills	MH Realignment /MHSA/SUD	Hourly	\$175.00 to \$260.00	TBD	TBD

PAYMENT GRID CONTINUED ON NEXT PAGE

NO AMENDMENT TO CONTRACT THIS PERIOD - July 1, 2021 - June 30, 2022

Scope #	Program Service Description	Funding Source	Unit Type	Rate	Total # Units	Total
A.1.1	LMFT/LCSW	MH Realignment/ MHTA/SUD	Hourly	\$175.00	TBD	TBD
	Psychologist / PA /NP	MH Realignment /MHTA/SUD	Hourly	\$220.00	TBD	TBD
	MD/DO	MH Realignment /MHTA/SUD	Hourly	\$260.00	TBD	TBD
	For Every 8 Hours we bill an additional 1 Hour for Documentation and Refills	MH Realignment /MHTA/SUD	Hourly	\$175.00 to \$260.00	TBD	TBD

Any services needed that exceed the Maximum Contract Amount must be authorized by an Amendment executed by both parties.

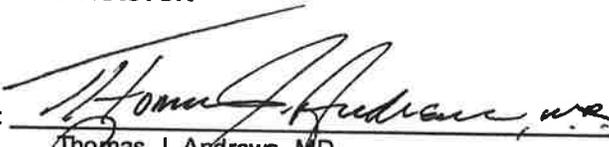
*Contingent upon the availability of funds and approval of Board of Supervisors.

3. **Effectiveness of Agreement:** Except as set forth in this Second Amendment, all provisions of the Agreement dated July 28, 2020, shall remain unchanged and in full force and effect.

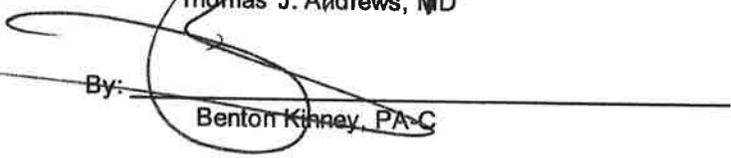
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

Dated: 6.2.22

By: 
Thomas J. Andrews, MD

Dated: 6.2.22

By: 
Benton Kinney, PA-C

COUNTY

Dated: _____

By: _____
Richard Egan
County Administrative Officer

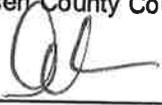
Dated: _____

By: _____
Barbara Longo, Director
Health and Social Services

Approved as to form:

Amanda Uhrhammer
Lassen County Counsel

Dated: 6/3/22

By: 

_____ County Initials

_____ Contractor Initials

**SECOND AMENDMENT TO AGREEMENT
BY AND BETWEEN
LASSEN COUNTY
AND
SPARE-A-DIME, INC.**

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") is made by and between LASSEN COUNTY ("COUNTY") and SPARE-A-DIME, INC., a private, non-profit corporation in Susanville, California, (hereinafter "CONTRACTOR"), who agree as follows:

1. **Recitals:** This Second Amendment is made with reference to the following facts and objectives:

COUNTY and CONTRACTOR have entered into a written Agreement for the term of July 1, 2020 through June 30, 2023, (the "Agreement") in which CONTRACTOR agreed to provide assistance of consumers of behavioral health services and their families to engage others in need of treatment services; to support those in treatment and help them to navigate COUNTY's complex systems of care; to provide peer support to those in recovery; and to help educate the community about behavioral health and wellness

2. **Amendments:** The parties agree to amend the Agreement as follows:

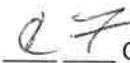
a. The parties desire to extend the Maximum Contract Amount to include FY 2022/2023. Therefore, B.2 is deleted and replaced with the following:

Year One July 1, 2020 - June 30, 2021						
Scope #	Description Program/Service	Funding Source	Unit Type	Unit Rate	Total # Units	Total
A.1	Outreach & Engagement	MHSA	HOUR	\$59.00	17	\$1,003.00
A.2	Stigma Reducation	MHSA	HOUR	\$59.00	17	\$1,003.00
A.3	PEI - Suicide Prevention	MHSA	HOUR	\$59.00	20	\$1,180.00
A.4	After Hrs. Wellness Ctr.	MHSA	HOUR	\$59.00	5210	\$307,390.00
A.5	Warm Line	MHSA	HOUR	\$59.00	460	\$27,140.00
A.5.1	Training			\$59.00	20	\$1,180.00
A.6	Full Service Partner Peer Support	MHSA	HOUR	\$59.00	20	\$1,180.00
A.6.1	Training			\$59.00	20	\$1,180.00
A.7	Program Planning & Development	MHSA	HOUR	\$59.00	20	\$1,180.00
A.8	Documentation & Reporting	MHSA	HOUR	\$59.00	20	\$1,180.00
Year One Contract Amount						\$343,616.00

PAYMENT GRID CONTINUES ON NEXT PAGE

Year Two - July 1, 2021 - June 30, 2022						
Scope #	Program/Service Description	Funding Source	Unit Type	Unit Rate	Total # Units	Total
A.1	Outreach & Engagement	MHSA	HOUR	\$59.00	15	\$885.00
A.2	Stigma Reducation	MHSA	HOUR	\$59.00	15	\$885.00
A.3	PEI - Suicide Prevention	MHSA	HOUR	\$59.00	20	\$1,180.00
A.4	After Hrs. Wellness Ctr.	MHSA	HOUR	\$59.00	5210	\$307,390.00
A.4.1	Trained Peer to Peer Support	MHSA	HOUR	\$59.00	3276	\$193,284.00
A.5	Warm Line	MHSA	HOUR	\$59.00	200	\$11,800.00
A.5.1	Wellness Group Activities	MHSA	HOUR	\$59.00	260	\$15,340.00
A.5.2	Training	MHSA	HOUR	\$59.00	15	\$885.00
A.6	Full Service Partner Peer Support	MHSA	HOUR	\$59.00	20	\$1,180.00
A.6.2	Training	MHSA	HOUR	\$59.00	15	\$885.00
A.7	Program Planning & Development	MHSA	HOUR	\$59.00	15	\$885.00
A.8	Documentation & Reporting	MHSA	HOUR	\$59.00	15	\$885.00
Year Two Contract Amount						\$535,484.00
Year Three - July 1, 2022 - June 30, 2023						
Scope #	Program/Service Description	Funding Source	Unit Type	Unit Rate	Total # Units	Total
A.1	Outreach & Engagement	MHSA	HOUR	\$59.00	24	\$1,416.00
A.2	Stigma Reducation	MHSA	HOUR	\$59.00	24	\$1,416.00
A.3	PEI - Suicide Prevention	MHSA	HOUR	\$59.00	150	\$8,850.00
A.4	After Hrs. Wellness Ctr.	MHSA	HOUR	\$59.00	5760	\$339,840.00
A.4.1	Trained Peer to Peer Support	MHSA	HOUR	\$59.00	2500	\$147,500.00
A.5	Warm Line	MHSA	HOUR	\$59.00	348	\$20,532.00
	Training	MHSA	HOUR	\$59.00	24	\$1,416.00
A.5.1	Wellness Group Activities	MHSA	HOUR	\$59.00	150	\$8,850.00
A.6	Full Service Partner Peer Support	MHSA	HOUR	\$59.00	24	\$1,416.00
	Training	MHSA	HOUR	\$59.00	24	\$1,416.00
A.7	Program Planning & Development	MHSA	HOUR	\$59.00	24	\$1,416.00
A.8	Documentation & Reporting	MHSA	HOUR	\$59.00	24	\$1,416.00
Year Three Contract Amount						\$535,484.00
Maximum Contract Amount						\$1,414,584.00

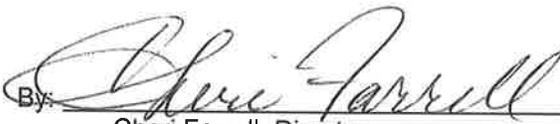
____ County Initials
Spare-A-Dime 1st Amend v.1 22.23

 Contractor Initials

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment, all provisions of the Agreement signed September 01, 2020, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

Dated: 6-1-22 By: 
Cheri Farrell, Director
Spare-A-Dime, Inc

COUNTY

Dated: _____ By: _____
Richard Egan
County Administrative Officer

Dated: _____ By: _____
Barbara Longo, Director
Health and Social Services

Approved as to form: Amanda Uhrhammer
Lassen County Counsel

Dated: 4/3/22 By: 

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
LASSEN COUNTY
AND
VISIONS OF THE CROSS, INC.**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made by and between LASSEN COUNTY ("COUNTY") and Visions of the Cross, Inc. with a principal place of business at 3648 El Portal Road Street, Redding, California, 96002, a California Corporation (hereinafter "CONTRACTOR"), who agree as follows:

1. **Recitals:** This First Amendment is made with reference to the following facts and objectives:

COUNTY and CONTRACTOR have entered into a written Agreement for the term of July 1, 2020 through June 30, 2023, (the "Agreement") in which CONTRACTOR agreed to provide faith-based intensive and continuing care residential treatment to residents of Lassen County experiencing alcohol and other drug related problems.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. The parties desire to extend the Maximum Contract Amount to include FY 2021/2022. Therefore, B.7 is deleted and replaced with the following:

Year One - July 1, 2020 to June 30, 2021					
Program/Service Description	Funding Source	Unit Type	Daily Rate	Total # Units	Total
Residential Treatment Services	MHSA	Each	\$130.00	365	\$47,450.00
Sober Living Expenses	MHSA	Each	\$33.00	365	\$12,045.00
Sober Living Expenses with Food	MHSA	Each	\$40.00	365	\$14,600.00
Year One Contract Amount					\$74,095.00
Year Two - July 1, 2021- June 30, 2022					
Program/Service Description	Funding Source	Unit Type	Daily Rate	Total # Units	Total
Residential Treatment Services	MHSA/SUD	Each	\$130.00	365	\$47,450.00
Sober Living Expenses	MHSA/SUD	Each	\$33.00	365	\$12,045.00
Sober Living Expenses with Food	MHSA/SUD	Each	\$40.00	365	\$14,600.00
Year Two Contract Amount					\$74,095.00

PAYMENT GRID CONTINUED ON NEXT PAGE

____ County Initials

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____ Contractor Initials

Visions of the Cross 1st Amend v.1 20.23

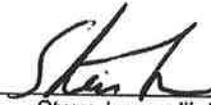
Amendment to: Agreement with VISIONS OF THE CROSS

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment, all provisions of the Agreement signed September 22, 2020, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

Dated: 6-7-22

By: 
Steve Lucarelli, Executive Director
Visions of the Cross, Inc.

COUNTY

Dated: _____

By: _____
Richard Egan
County Administrative Officer

Dated: _____

By: _____
Barbara Longo, Director
Health and Social Services

Approved as to form:

Amanda Uhrhammer
Lassen County Counsel

Dated: 6/8/22

By: 

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
LASSEN COUNTY
AND
RESTPADD, INC.**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made by and between LASSEN COUNTY ("COUNTY") and Restpadd, Inc., a California corporation (hereinafter "CONTRACTOR"), who agree as follows:

1. **Recitals:** This First Amendment is made with reference to the following facts and objectives:

COUNTY and CONTRACTOR have entered into a written Agreement for the term of July 1, 2021 through June 30, 2023, (the "Agreement") in which CONTRACTOR agreed to provide acute psychiatric inpatient care under the Short-Doyle Act (Welfare and Institutions Code, Sections 5600, et seq.).

2. **Amendments:** The parties agree to amend the Agreement as follows:

a. The parties desire to extend the Maximum Contract Amount to include FY 2022/2023. Therefore, Exhibit B is deleted and replaced with the following:

Original Agreement (2 Years) - July 1, 2021 - June 30, 2022					
Covered Services	Program/Service Description	Funding Source	Unit Type	Rate	Total # Units
A - K	In Patient Services Short-Doyle: PHF Private Health Facility All Inclusive	Realignment/ MHPA	Daily	\$1,010.00	TBD
July 1, 2022 - June 30, 2023					
Covered Services	Program/Service Description	Funding Source	Unit Type	Rate	Total # Units
A - K	In Patient Services Short-Doyle: PHF Private Health Facility All Inclusive	Realignment/ MHPA	Daily	\$1,070.00	TBD
*Requires written pre-authorization and Purchase Order.					
** Contingent upon the availability of funds and approval of the Board of Supervisors.					
***Day of discharge will not be paid.					

SIGNATURES ON FOLLOWING PAGE

_____ County Initials
Restpadd, Inc. 1st Amend v.1 20.23

1

_____ Contractor Initials

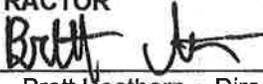
Amendment to: Agreement with Restpadd, Inc.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment, all provisions of the Agreement signed July 21, 2021, shall remain unchanged and in full force and effect.

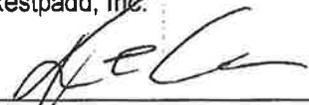
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

Dated: 6/7/2022

CONTRACTOR

By: 
Brett Heathorn – Director of Finance
Restpadd, Inc.

Dated: 6/7/22

By: 
Kirt Edgar, RN – Administrator
Restpadd, Inc.

COUNTY

Dated: _____

By: _____
Richard Egan
County Administrative Officer

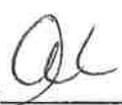
Dated: _____

By: _____
Barbara Longo, Director
Health and Social Services

Approved as to form:

Amanda Uhrhammer
Lassen County Counsel

Dated: 6/13/22

By: 

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
LASSEN COUNTY
AND
RESTPADD HEALTH CORP.**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made by and between LASSEN COUNTY ("COUNTY") and Restpadd Corp., a California corporation (hereinafter "CONTRACTOR"), who agree as follows:

1. **Recitals:** This First Amendment is made with reference to the following facts and objectives:

COUNTY and CONTRACTOR have entered into a written Agreement for the term of July 1, 2021 through June 30, 2023, (the "Agreement") in which CONTRACTOR agreed to provide acute psychiatric inpatient care.

2. **Amendments:** The parties agree to amend the Agreement as follows:

a. The parties desire to extend the Maximum Contract Amount to include FY 2022/2023. Therefore, Exhibit B is deleted and replaced with the following:

July 1, 2021 - June 30, 2022					
Covered Services	Program/Service Description	Funding Source	Unit Type	Rate	Total # Units
	Adolescents; In Patient Services Short-Doyle: PHF Private Health Facility All Inclusive	Realignment	Daily	\$1,275.00	TBD
	In Patient Services Short-Doyle: PHF Private Health Facility All Inclusive	Realignment	Daily	\$1,010.00	TBD
July 1, 2022 - June 30, 2023					
Covered Services	Program/Service Description	Funding Source	Unit Type	Rate	Total # Units
	Adolescents; In Patient Services Short-Doyle: PHF Private Health Facility All Inclusive	Realignment	Daily	\$1,351.00	TBD
	Adults; In Patient Services Short-Doyle: PHF Private Health Facility All Inclusive	Realignment	Daily	\$1,070.00	TBD

*Requires written pre-authorization and Purchase Order.

** Contingent upon the availability of funds and approval of the Board of Supervisors.

***Day of discharge will not be paid.

Signatures on following page

_____ County Initials
Restpadd, Corp. 1st Amend v.1 21.23

1

_____ Contractor Initials

Amendment to: Agreement with Restpadd, Corp.

SIGNATURES ON FOLLOWING PAGE

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment, all provisions of the Agreement signed July 20, 2021, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

Dated: 6/8/22

By: 
Bill Hunt, RN, BSN - Administrator
Restpadd, Inc.

Dated: 6/8/22

By: 
Robert Edgar, RN - Executive Director
Restpadd, Inc.

COUNTY

Dated: _____

By: _____
Richard Egan
County Administrative Officer

Dated: _____

By: _____
Barbara Longo, Director
Health and Social Services

Approved as to form:

Amanda Uhrhammer
Lassen County Counsel

Dated: 6/13/22

By: 

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
LASSEN COUNTY
AND
REMI VISTA, INC.**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") is made by and between LASSEN COUNTY ("COUNTY") and Remi Vista, Inc. of Redding, California, a California based, not for profit corporation (hereinafter "CONTRACTOR"), who agree as follows:

1. **Recitals:** This First Amendment is made with reference to the following facts and objectives:

COUNTY and CONTRACTOR have entered into a written Agreement for the term of July 1, 2020 through June 30, 2023, (the "Agreement") in which CONTRACTOR agreed to provide mental health services for seriously emotionally disturbed youth.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. The parties desire to update Attachment A: Scope of Duties by deleting Section, A.2.4 Day Rehabilitation.
- b. The parties desire to extend the Maximum Contract Amount to include FY 2022/2023. Therefore, B.2 is deleted and replaced with the following:

Year One - July 1, 2020 - June 30, 2021					
Scope #	Service Function	Funding Source	Unit Type	Rate	Number of Units
A.2.1	Mental Health Services	Medi-Cal/Realignment/MHSA	Staff Minutes	\$3.20	TBD
A.2.2	Case Management	Medi-Cal/Realignment/MHSA	Staff Minutes	\$2.43	TBD
A.2.3	TBS	Medi-Cal/Realignment/MHSA	Staff Minutes	\$3.20	TBD
A.2.2	Crisis Intervention	Medi-Cal/Realignment/MHSA	Staff Minutes	\$4.41	TBD
A.2.4	Day Rehabilitation				
	Half Day	Medi-Cal/Realignment/MHSA	Client 1/2 Day	\$96.70	TBD
Year Two - July 1, 2021 - June 30, 2022					
Scope #	Service Function	Funding Source	Unit Type	Rate	Number of Units
A.2.1	Mental Health Services	Medi-Cal/Realignment/MHSA	Staff Minutes	\$3.20	TBD
A.2.2	Case Management	Medi-Cal/Realignment/MHSA	Staff Minutes	\$2.43	TBD
A.2.3	TBS	Medi-Cal/Realignment/MHSA	Staff Minutes	\$3.20	TBD
A.2.2	Crisis Intervention	Medi-Cal/Realignment/MHSA	Staff Minutes	\$4.41	TBD
A.2.4	Day Rehabilitation				
	Half Day	Medi-Cal/Realignment/MHSA	Client 1/2 Day	\$96.70	TBD

PAYMENT GRID CONTINUES ON NEXT PAGE

____ County Initials
Remi Vista 1st Amend v.1 20.23

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____ Contractor Initials

Amendment to: Agreement with Remi Vista, Inc.

Year Three- July 1, 2022 - June 30, 2023					
	Service Function	Funding Source	Unit Type	Rate	Number of Units
	Case Management Services	Medi-Cal/Realignment/MHSA	Staff Minutes	\$ 2.55	TBD
	Mental Health Services	Medi-Cal/Realignment/MHSA	Staff Minutes	\$ 2.55	TBD
	Therapeutic Behavioral Services	Medi-Cal/Realignment/MHSA	Staff Minutes	\$ 2.55	TBD
	In Home Behavioral Services	Medi-Cal/Realignment/MHSA	Staff Minutes	\$ 2.55	TBD
	Intensive Care Coordination	Medi-Cal/Realignment/MHSA	Staff Minutes	\$ 2.55	TBD
	Crisis Services	Medi-Cal/Realignment/MHSA	Staff Minutes	\$ 3.75	TBD

* Requires written pre-authorization and Purchase order.

† Contingent on the availability of funds approved by the Board of Supervisors.

E = Early Periodic Screening, Diagnostic & Treatment; R = Realignment

Medi-Cal payer of 1st resort; COUNTY payer of last resort

* SMA (State Maximum Allowance) rates are set by the State Dept. of Health Care Services (DHCS) and change at intervals throughout the year. For purposes of the contract "Current SMA rate" Means the SMA rate set by DHCS at the time the services was performed. Remi-Vista bills some services at a lower rate than SMA (Mental Health Services, TCM and Crisis Intervention).

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment, all provisions of the Agreement signed September 01, 2020, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

Dated: 6/14/22

By: , CEO
Stephanie Holmes, CEO
Remi Vista, Inc.

COUNTY

Dated: _____

By: _____
Richard Egan
County Administrative Officer

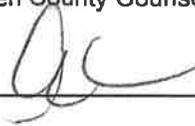
Dated: _____

By: _____
Barbara Longo, Director
Health and Social Services

Approved as to form:

Amanda Uhrhammer
Lassen County Counsel

Dated: 4/13/22

By: 

____ County Initials
Remi Vista 1st Amend v.1 20.23

____ Contractor Initials

**SECOND AMENDMENT TO AGREEMENT
BY AND BETWEEN
LASSEN COUNTY
AND
EMPIRE RECOVERY CENTER**

THIS SECOND AMENDMENT TO AGREEMENT ("Amendment") is made by and between LASSEN COUNTY ("COUNTY") and Empire Recovery Center, a California based not for profit corporation, with a principal place of business at Redding, California (hereinafter "CONTRACTOR"), who agree as follows:

1. **Recitals:** This Second Amendment is made with reference to the following facts and objectives:

COUNTY and CONTRACTOR have entered into a written Agreement for the term of July 1, 2020 through June 30, 2023, (the "Agreement") in which CONTRACTOR agreed to provide residential treatment/recovery services in conformity with the requirements of the State Department of Alcohol and Drug Programs.

2. **Amendments:** The parties agree to amend the Agreement as follows:

a. The parties desire to extend the Maximum Contract Amount to include FY 2022/23. Therefore, B.1.7 is deleted and replaced with the following:

Year One July 1, 2020 - June 30, 2021				
Program/Service Description	Funding Source	Unit Type	Rate	Total # Units
Residential Substance Abuse Recovery Services	SAPT / LW / FCPS / MHSA / Drug Court	Daily	\$125.00	TBD
Residential Detox Services	SAPT / LW / FCPS / MHSA / Drug Court	Daily	\$125.00	TBD
Year One Contract				
Year Two - July 1, 2021 - June 30, 2022				
Program/Service Description	Funding Source	Unit Type	Rate	Total # Units
Residential Substance Abuse Recovery Services	SAPT / LW / FCPS / MHSA / Drug Court	Daily	\$125.00	TBD
Residential Detox Services	SAPT / LW / FCPS / MHSA / Drug Court	Daily	\$125.00	TBD
Year Two Contract				
Year Three - July 1, 2022 - June 30, 2023				
Program/Service Description	Funding Source	Unit Type	Rate	Total # Units
Residential Substance Abuse Recovery Services	SAPT / LW / FCPS / MHSA / Drug Court	Daily	\$125.00	TBD
Residential Detox Services	SAPT / LW / FCPS / MHSA / Drug Court	Daily	\$150.00	TBD
Year Three Contract				

Payment contingent upon the availability of funds and approval of the Board of Supervisors. Requires written pre-authorization and Purchase Order.

SIGNATURES ON FOLLOWING PAGE

____ County Initials
Empire 2nd Amend v.1 20.23

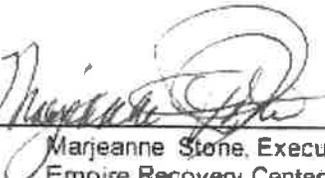
 Contractor Initials

3. **Effectiveness of Agreement:** Except as set forth in this Second Amendment, all provisions of the Agreement dated September 01, 2020, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

Dated: 6/10/2022

By: 
Marjeanne Stone, Executive Director
Empire Recovery Center

COUNTY

Dated: _____

By: _____
Richard Egan
County Administrative Officer

Dated: _____

By: _____
Barbara Longo, Director
Health and Social Services

Approved as to form:

Amanda Uhrhammer
Lassen County Counsel

Dated: 6/13/22

By: 

AGREEMENT BETWEEN LASSEN COUNTY

AND

REDWOOD TOXICOLOGY LABORATORY, INC.

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and Redwood Toxicology Laboratory Inc. with a principal place of business at 3650 Westwind Blvd. Santa Rosa, CA 95403, (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances:

WHEREAS COUNTY has need for substance/toxicology testing services and supplies identified in the Service Description of the Payment Grid,

WHEREAS CONTRACTOR desires to provide those services,

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

2. TERM.

The term of the agreement shall be for the period of July 1, 2022 through June 30, 2025.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

____ County Initials
Redwood Toxicology v. 1 22.25

Contractor Initials

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4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials, which may be required for furnishing services pursuant to this Agreement.

COUNTY shall:

4.1 Provide program consultation and technical assistance to CONTRACTOR.

4.2 Monitor and evaluate CONTRACTOR's performance, expenditures and service levels for compliance with the terms of this Agreement.

4.3 Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.

4.4 Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.

4.5 Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data provided to COUNTY by CONTRACTOR pursuant to the terms of this Agreement.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Barbara Longo, Director of Health and Social Services, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY.

**ATTACHMENT B
AGREEMENT BETWEEN LASSEN COUNTY AND
REDWOOD TOXICOLOGY LABORATORY, INC**

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed the maximum Contract Amount in Paragraph B.4 below. CONTRACTOR will provide postage paid envelopes for mailing specimens to the lab. Invoices shall list the name or confidential identification number of the person tested and CONTRACTOR shall mail invoices to COUNTY each month for services performed or supplies ordered. COUNTY agrees to reimburse CONTRACTOR within thirty (30) days of receipt of invoice.

B.2 RESULTS. Toxicology testing results are confidential and will be mailed and/or emailed based on COUNTY requests. Mailed results will be sent to the Lassen County Child and Family Services, 1600 Chestnut Street, Susanville, CA 96130.

B.3 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid by COUNTY.

B.4 PAYMENT GRID.

Program/Service Description	Funding Source	Unit Type	Rate	Total # Units	Total
P-08 7-Panel Toxicology Test	SAPT/CWS/ MHSA	Each	\$8.67	600	\$3,300.00
ETG Alcohol Test- (647)	SAPT/CWS/ MHSA	Each	\$19.95	350	\$6,475.00
Premium K2 Test (8474)	SAPT/CWS/ MHSA	Each	\$45.00	100	\$3,500.00
Other Specialized Testing as outlined in Attachment E	SAPT/CWS/ MHSA	Each	\$2.20 - \$700.00	TBD	\$5,000.00
Contract Amount					\$18,275.00

Collection & Shipping Supplies

RTL provides all necessary urine specimen collection and shipping supplies to its clients at no additional cost.

For urine testing, these supplies include:

- Urine specimen collection containers: 60 mL or 90mL bottles with lids and built-in temperature strips.
- Specimen baggies with absorbent material
- Preprinted Chain of Custody forms/labels & security seals
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes.

Lab Supply Shipping and Handling: Outbound lab supply orders will be shipped at a cost of no more than \$10.00. Expedited shipping of supplies will be charged on an 'at cost' basis. FOB Shipping Point.

Specimen Shipment to RTL: Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a fifteen-dollar (\$15.00) charge per shipment.

Device Order Shipping & Handling: Device orders will be charged on an 'at cost' basis. FOB Shipping Point.

The total cost of this agreement shall not exceed \$18,275.00 unless written authorization is issued by the COUNTY.

END OF ATTACHMENT "B"

____ County Initials
Redwood Toxicology v. 1 22.25

Page 2

Contractor Initials DS
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**ATTACHMENT C
AGREEMENT BETWEEN LASSEN COUNTY AND
REDWOOD TOXICOLOGY LABORATORY, INC**

ADDITIONAL PROVISIONS

- C.1 CONFIDENTIALITY.** To the extent applicable, CONTRACTOR agrees to maintain adequate records of each client served under this agreement as required by law. These records will be maintained in the strictest confidence as per STATE law and in accordance with 42 CFR, Part 1 and Article 7 (Commencing with Section 5325) of Subchapter 2, Part 1 of Division 5 of the Welfare and Institutions Code.

- C.2 RETENTION OF RECORDS.** Appropriate service and financial records will be maintained and retained for at least five years, or until audit findings are resolved, whichever is later. Chain of custody records, documentation and analytical records are maintained in secure storage for a period of not less than three (3) years. County will be notified at least 30 days before any destruction of records occur.

- C.3 PATIENTS' RIGHTS.** The parties to this Agreement will comply with all applicable law, regulations, and state policies relating to patients' rights.

END OF ATTACHMENT "C"

____ County Initials
Redwood Toxicology v. 1 22.25

Page 1

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ATTACHMENT D

GENERAL PROVISIONS

D.1. INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

____ County Initials

ATTACHMENT D, Page 1

Contractor Initials

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D.2 LICENSES, PERMITS, ETC. To the best of its knowledge, CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any applicable licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer licensed in California and having a minimum A.M. Best rating of "A-". The insurance shall contain the following coverages:

D.5.1.1 Commercial general liability insurance including public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; County will be included as additional insured for liability resulting from Contractor's work under this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Business automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

____ County Initials ATTACHMENT D, Page 2 Contractor Initials DS
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D.5.4 The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit. The COUNTY may review the financials of Abbott Laboratories at www.abbott.com for adequacy.

D.5.5 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and required endorsement(s) herein to:

Lassen County Health and Social Services
Attn: Hannah Singleary, Contracts Coordinator
336 Alexander Avenue
Susanville, California 96130

D.5.6 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement, as required, is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, after providing ten (10) business days advance written notice of the specific non-compliant with the insurance requirements herein and CONTRACTOR does not comply within such period, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal certificate of insurance to take the place of the policy expiring.

D.6 INDEMNITY.

D.6.1. COUNTY INDEMNIFICATION OBLIGATIONS:

The County of Lassen (COUNTY) does hereby agrees to defend and indemnify Redwood Toxicology Laboratory, Inc., its agents, affiliates and their respective directors, officers and employees (hereinafter collectively referred to in this paragraph as CONTRACTOR) from any claim, action or proceeding against CONTRACTOR by COUNTY's acts or omissions in the performance of this Agreement or the use of the Product in accordance with its product insert. At its sole discretion, CONTRACTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve county of any obligation imposed by this Agreement. CONTRACTOR shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

COUNTY MAY NOT SETTLE ANY CLAIM AGAINST THE CONTRACTOR UNLESS THE SETTLEMENT UNCONDITIONALLY RELEASES CONTRACTOR OF ALL LIABILITY AND REQUIRES NO PAYMENT BY CONTRACTOR.

____ County Initials ATTACHMENT D, Page 3 Contractor Initials DS DS
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D.6.2. CONTRACTOR INDEMNIFICATION OBLIGATIONS:

The CONTRACTOR hereby agrees to defend and indemnify the County of Lassen, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as County), from any third-party claim, action or proceeding against County, relating to bodily injury to or death of any person or damage to any real or tangible property, to the extent caused by CONTRACTOR's negligence, gross negligence, recklessness, or willful misconduct in the performance of this Agreement but not to the extent caused by any negligence, gross negligence, willful misconduct, or breach on part of the COUNTY. At its sole discretion, COUNTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve CONTRACTOR of any obligation imposed by this Agreement. COUNTY shall notify CONTRACTOR promptly of any claim, action or proceeding and cooperate fully in the defense.

CONTRACTOR MAY NOT SETTLE ANY CLAIM AGAINST THE COUNTY UNLESS THE SETTLEMENT UNCONDITIONALLY RELEASES COUNTY OF ALL LIABILITY AND REQUIRES NO PAYMENT BY COUNTY.

D.6.3. Claims Arising From Concurrent Acts or Omissions:

The County of Lassen (COUNTY) hereby agrees to defend itself, and the CONTRACTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CONTRACTOR. In such cases, county and CONTRACTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

D.6.4. Joint Defense:

Notwithstanding paragraph D.6.3 above, in cases where COUNTY and CONTRACTOR agree in writing to a joint defense, County and CONTRACTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CONTRACTOR. Joint defense counsel shall be selected by mutual agreement of County and CONTRACTOR. County and CONTRACTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph D.6.5 below. County and CONTRACTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both County and CONTRACTOR.

D.6.5. Reimbursement and/or Reallocation:

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and CONTRACTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

____ County Initials ATTACHMENT D, Page 4 Contractor Initials M† LR

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement without the prior written consent of COUNTY which cannot be unreasonably withheld. Provided however, that CONTRACTOR may assign this Agreement, without the consent of the COUNTY (1) to one of its affiliates, so long as the CONTRACTOR remains primarily liable hereunder or (2) with prompt notice of assignment in connection with (a) the transfer or sale of substantially all of the CONTRACTOR's business to which this Agreement pertains or (b) a merger or consolidation of CONTRACTOR with another company. In the event prior written consent is required for assignment, CONTRACTOR shall use reasonable efforts to obtain the consent of the COUNTY. Any permitted assignee shall assume all obligations of its assignor under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of each party hereto. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect except where COUNTY has unreasonably withheld consent.

D.9 THIS SECTION INTENTIONALLY LEFT BLANK.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. Either party shall have the right to terminate this Agreement at any time by giving thirty (30) days written notice of such termination to the other party. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

____ County Initials ATTACHMENT D, Page 5 Contractor Initials M↑ kr

D.13.1.2 COUNTY shall pay CONTRACTOR the contracted value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date. Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.14 OWNERSHIP OF INFORMATION. INTENTIONALLY OMITTED

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

____ County Initials ATTACHMENT D, Page 6 Contractor Initials MT LR

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the Lake County, State of Illinois.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 This section is intentionally left blank.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms.

____ County Initials ATTACHMENT D, Page 7 Contractor Initials DS
MT DS
LR

D.34 CONFLICT OF INTEREST.

D.34.1 Legal Compliance. Intentionally left blank.

D.34.2 Advisement. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, 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. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Lassen County Health and Social Services
Attention: Barbara Longo, Director
336 Alexander Avenue
Susanville, California 96130

If to "CONTRACTOR":

Contracts Department
Redwood Toxicology Laboratory, Inc.
3650 Westwind Blvd
Santa Rosa, CA 95403

With copy to:

Abbott Rapid Diagnostics Legal
100 Abbott Park Road
Abbott Park, IL 60064, USA
Attention: DVP & Associate General Counsel,
ARDx Informatics Rapid Diagnostics Legal

END OF ATTACHMENT D



3650 Westwind Boulevard
Santa Rosa, CA 95403
T: +1 800 255 2159
F: +1 707 577 8102

**Attachment E
Pricing Schedule - Other Specialized Testing
Lassen County Health and Social Services**

Section I: Laboratory Drug & Alcohol Testing Services - Urine

URINE LAB TESTS - STANDARD DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
Various	GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug	\$19.75
059	Creatinine Level - Specimen Validity Check	\$7.70
09B	Oxycodone - Screen Only	\$7.70

Initial screening of standard laboratory tests at RTL will be performed by enzyme immunoassay (EIA). Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS), liquid chromatography-tandem mass spectrometry (LC-MS/MS), or gas chromatography-gas flame ionization (GC-FID), depending on drug class. GC-FID is used only on samples requiring alcohol (EtOH) confirmation. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.

URINE LAB TESTS - SPECIALTY DRUG PANELS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
6473	Synthetic Marijuana (K2/Spice) - Standard Panel	\$30.00

Section II: Laboratory Drug & Alcohol Testing Services - Oral Fluids

ORAL FLUID LAB TESTS - STANDARD DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
2101001	Quantisal Oral Fluid Collection Device - purchase required prior to testing	\$2.20
Various	GC-MS, LC-MS/MS or GC-FID Standard Oral Fluid Confirmation - cost per drug	\$25.00
9501	Oral Fluid 5 Panel AMP, COC, OPI, PCP, THC; Confirmed	\$17.44
9532	Oral Fluid 10 Panel ALC, AMP, BAR, BZO, COC, MTD, OPI, OXY, PCP, THC; Confirmed	\$18.61

Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS) or liquid chromatography-tandem mass spectrometry (LC-MS/MS), depending on drug class. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.

Section III: Laboratory Supplemental Services

PROBLEMATIC SPECIMEN CHARGES AND ADDITIONAL SERVICE CHARGES

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	\$10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$10.00
	Product and/or Supply Shipping Errors due to Incorrect Address Provided	\$25.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL in Error	\$100.00
FEDEX	Short Shipment - Less than Five (5) Specimens	\$15.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$10.00
AFFD	Affidavits	\$100.00
INTP	Interpretations	\$100.00
STAT	STAT Testing Requests (Priority)	\$100.00
CORT	Telephonic or Webinar Court Testimony	\$250.00
	In-Person Court Testimony	\$700 per day + travel

Collection & Shipping Supplies

RTL provides all necessary urine specimen collection kits and shipping supplies to its clients at no additional cost. For urine testing these supplies include:

- Urine specimen collection kits: beakers with built-in temperature strips and specimen bottles
- Specimen baggies with absorbent material
- Lab requisition (chain of custody) forms - pre-printed and/or self-print electronic collection
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes

Lab Supply Shipping and Handling: Outbound lab supply orders will be shipped at a cost of no more than \$10.00. Expedited shipping of supplies will be charged on an 'at cost' basis FOB Shipping Point.

Specimen Shipment to RTL: Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a fifteen dollar (\$15.00) charge per shipment.



1600 Westwing Boulevard
 Santa Rosa, CA 95403
 T: +1 800 255 2159
 F: +1 707 577 8102

Attachment E
Pricing Schedule - Other Specialized Testing
Lassen County Health and Social Services

Section IV: Rapid Drug & Alcohol Screening Devices

PANEL-DIP SUBSTANCE ABUSE TEST DEVICE

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
011020119	6	PANEL DIP 06 BZO/COC300/MAMP1000/MOP300/OXY/THC	\$2.40	\$60.00
011020025	10	PANEL DIP 10 AMP1000/BAR/BZO/COC300/MAMP1000/MTD/MOP300/PCP/TCA/THC	\$3.48	\$87.00

COLLECTION SUPPLIES

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
031245	N/A	90 ml Urine Collection Bottle with Built-in Temp Strip	\$0.22	\$5.50
031380	N/A	6.5 oz/ Graduated Beaker	\$0.10	\$2.50
031258	N/A	Temperature Strip	\$0.05	\$1.50

Device Order Shipping & Handling: Device orders will be charged on an 'at cost' basis, FOB Shipping Point.

****Forensic Use Only (FFUO) devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.**

**AGREEMENT BETWEEN COUNTY OF LASSEN
AND
PATHWAYS TO CHILD AND FAMILY EXCELLENCE, INC.**

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and Pathways to Family Excellence, Inc., a non-profit corporation of Susanville, California, (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances:

WHEREAS, COUNTY has the need to provide CalWORKS Home Visiting Program (HSVP) to support positive health, development and well-being outcomes for pregnancy and parenting individuals, families and infants born into poverty.

WHEREAS, CONTRACTOR is qualified, experienced, and willing to provide these services for COUNTY;

NOW, THEREFORE, in consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

2. TERM.

The term of the agreement shall be for the period of July 1, 2022 through June 30, 2023.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY shall:

- 4.1 Provide program consultation and technical assistance to CONTRACTOR.
- 4.2 Monitor and evaluate CONTRACTOR's performance, expenditures and service levels for compliance with the terms of this Agreement.
- 4.3 Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.
- 4.4 Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.
- 4.5 Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by CONTRACTOR under this Agreement.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Barbara Longo, Director, Health and Social Services, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Rebecca Roberts, Director, Pathways is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

- Attachment A – Services
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Business Associate Agreement
- Attachment F – Business Associate Addendum
- Attachment G – Nondiscrimination Assurance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

Dated: 6-3-22

By: 
Rebecca Roberts
Director, Pathways

COUNTY

Dated: _____

By: _____
Richard Egan
County Executive Officer

Dated: _____

By: _____
Barbara Longo, Director
Health and Social Services

Approved as to form:

Amanda Urhammer
Lassen County Counsel

By: 

**ATTACHMENT A
AGREEMENT BETWEEN LASSEN COUNTY
AND
PATHWAYS TO FAMILY EXCELLENCE, INC.**

SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

- A.1.1 CONTRACTOR shall provide home visiting and case management to the parents and caretaker relatives of children receiving CalWORKs.
- A.1.2 CONTRACTOR shall receive training on CalWORKs, Medi-Cal, CalFresh, WIC and other programs, with county-specific information about how the home visiting professionals can help a parent access additional services for which the parent may be eligible and troubleshoot problems with benefits or eligibility that would impact the parent's access to services (W&IC) section 11330.7(g)).
- A.1.3 CONTRACTOR shall provide home visiting staff with Cultural competency and implicit bias; Strength-based practices for working with families with unmet needs (W&IC section 11330.7(g)).
- A.1.4 CONTRACTOR shall assure all staff are trained and able to provide culturally and linguistically appropriate services and have completed a background check (W&IC) section 11330.7 (d)).
- A.1.5 CONTRACTOR is qualified, experienced, and willing to provide those services for COUNTY; desires to provide those services utilizing Healthy Families America (HFA) certified home visitors along with Parents as Teachers (PAT) Born to Learn Curriculum.
- A.1.6 Contractor has policies, procedures, and systems in place to collect data for program evaluation and continuous quality improvement (CQI) purposes. The home visiting agency and COUNTY have a system that will collect the specific outcome data mandated by (W&IC) section 11330.8.(d)).
- A.1.7 Contractor will track and collect all home visiting data for Pathways, the COUNTY and the State.

A.2 MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

END OF ATTACHMENT A

**ATTACHMENT B
 AGREEMENT BETWEEN LASSEN COUNTY
 AND
 PATHWAYS TO FAMILY EXCELLENCE, INC.**

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE.

CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Requests for payment shall be substantially in the form of an invoice. Payment shall be made within thirty (30) days after the invoice is approved by the County Contract Administrator.

B.2 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY.

B.3 PAYMENT GRID:

Year One July 1, 2022 through June 30, 2023					
Service Description	Funding Source	Unit Type	Rate	Total # Units	Total
Home Visiting Program	CalWORKs	Families per Year	\$500.00	20	\$120,000.00
Year One Contract Amount					\$120,000.00

END OF ATTACHMENT B

**ATTACHMENT C
AGREEMENT BETWEEN LASSEN COUNTY
AND
PATHWAYS TO FAMILY EXCELLENCE, INC.**

ADDITIONAL PROVISIONS

C.1 CONFIDENTIALITY:

CONTRACTOR agrees to require his/her employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the SDSS Manual of Policies and Procedures to assure that:

- C.1.1 All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such public social services.
- C.1.2 No person will publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services.
- C.1.3 No person will publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient. Contractor agrees to inform all employees, agents and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.

END OF ATTACHMENT C

ATTACHMENT D

____ County Initials
PATHWAYS HSVP. v.1 22.23

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____ Contractor Initials

**AGREEMENT BETWEEN LASSEN COUNTY
AND
PATHWAYS TO FAMILY EXCELLENCE, INC.**

GENERAL PROVISIONS

- D.1. INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:
- D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
 - D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY=s control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
 - D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
 - D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY
 - D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
 - D.1 .6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.
 - D.1 .7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.
 - D.1 .8. The CONTRACTOR is, and at all times during the term of this Agreement shall

represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR

hereunder.

- D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.
- D.5.4 Except for automobile liability insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.
- D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.
- D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Barbara Longo, Director
Health and Social Services
336 Alexander Avenue
Susanville, CA 96130

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

- D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.
- D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.
- D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or

hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

- D.6 INDEMNITY.** COUNTY shall not be liable for, and contractor shall defend and indemnify COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- D.7 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.
- D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to

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Contractor Initials

property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION.

D.13.1 COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed Nineteen Thousand Three Hundred Twenty Dollars (\$19,320.00). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

- D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.
- D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.
- D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.
- D.19 MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

- D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.
- D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.
- D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each

____ County Initials Page 13 _____ Contractor Initials

individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 Legal Compliance. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 Advisement. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, 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. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or

County Initials

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Contractor Initials

PATHWAYS HSVP. v.1 22.23

AGREEMENT BETWEEN LASSEN COUNTY AND PATHWAYS TO FAMILY EXCELLENCE, INC.

entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Barbara Longo, Director
Health and Social Services
336 Alexander Avenue
Susanville, CA 96130

If to "CONTRACTOR":

Rebecca Roberts, Director
Pathways to Child and Family Excellence, Inc.
2005 Main Street
Susanville, CA 96130
(530) 251-2997

D.39 NO THIRD PARTY BENEFICIARIES. This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person, including any person receiving placement or services facilitated by the Agreement, has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the COUNTY or COUNTY personnel inuring to any third party or to anyone claiming under or on behalf of such a third party.

END OF ATTACHMENT D

ATTACHMENT E

**AGREEMENT BETWEEN COUNTY OF LASSEN
AND
PATHWAYS TO FAMILY EXCELLENCE, INC.**

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made effective the _____ day of _____, 20____, by and between LASSEN COUNTY, a political subdivision of the State of California, hereinafter referred to as "Covered Entity", and Pathways to Child and Family Excellence, Inc., hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

RECITALS: This Agreement is made with reference to the following facts:

- A. Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1966, Public Law 104.191, known as the "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and
- B. Pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and
- C. The Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled "Agreement Between Lassen County and Pathways to Child and Family Excellence, Inc., dated,* _____ and is here referred to as the "Arrangement Agreement"); and
- D. Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement.

In consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

- 1. **Definitions:** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Agreement are to Title 45 of the Code of Federal Regulations unless otherwise specified.)
 - 1.1 *Business Associate.* Business Associate shall mean Pathways to Child and Family Excellence, Inc.
 - 1.2 *Covered Entity.* Covered Entity shall mean that part of the County of Lassen designated as the hybrid entity within the County of Lassen subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B (County).
 - 1.3 *Designated Record Set.* Designated Record Set shall have the same

meaning as the term designated record set in Section 164.501.

- 1.4 *Individual.* Individual shall have the same meaning as the term individual in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- 1.5 *Privacy Rule.* Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B.
- 1.6 *Protected Health Information.* Protected Health Information shall have the same meaning as the term protected health information in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.7 *Required By Law.* Required by law shall have the same meaning as the term required by law in Section 164.501.
- 1.8 *Secretary.* Secretary shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

2. Obligations and Activities of Business Associate:

- 2.1 Business Associate agrees to provide National Provider Identification (NPI) number to Covered Entity for billing of services provided.
- 2.2 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- 2.3 Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.
- 2.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.7 Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.
- 2.8 Business Associate agrees to make any amendment(s) to Protected Health

Entity, or immediately terminate this Agreement and the Arrangement Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.3 *Effect of Termination.*

6.3.1 Except as provided in paragraph 6.3.2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

6.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7. Miscellaneous:

- 7.1 *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- 7.2 *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104C19 1.
- 7.3 *Survival.* The respective rights and obligations of Business Associate under Section D.13 Effect of Termination of this Agreement shall survive the termination of this Agreement.
- 7.4 *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

END OF ATTACHMENT E

**EXHIBIT F
AGREEMENT BETWEEN LASSEN COUNTY
AND
PATHWAYS TO FAMILY EXCELLENCE, INC.**

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between Lassen County referred to herein as Covered Entity (CE), and Pathways to Child and Family Excellence, Inc., referred to herein as Business Associate (BA). This Addendum is effective as of the date of execution.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act or 42 CFR Part 2, if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure,

(i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information 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 [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall 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 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 30 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record

Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. Accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].
- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA 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."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Business Associate's Insurance.** Insurance provisions in Paragraph D.5 of the Agreement shall be effective for the Addendum as long as the Agreement is in effect.

- n. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA 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 (ii) a finding or stipulation that the BA 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 proceeding in which the party has been joined.

- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Indemnification

Indemnification provision in Paragraph D.6 of the Agreement shall be effective for the Addendum as long as the Agreement is in effect.

5. Disclaimer

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, 42 CFR Part 2 or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

6. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

7. Amendment

- a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Addendum 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 or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.
- b. **Amendment of Attachment A.** Attachment A may be modified or amended by mutual agreement of the parties at any time without amendment of the Contract or Addendum.

8. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

9. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Contract

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, 42 CFR Part 2, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, 42 CFR Part 2, the Privacy Rule and the Security Rule.

END OF EXHIBIT F

**ATTACHMENT G
AGREEMENT BETWEEN COUNTY OF LASSEN
AND
PATHWAYS TO FAMILY EXCELLENCE, INC.**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

**PATHWAYS TO FAMILY EXCELLENCE, INC.
(HEREINAFTER CALLED THE "AGENCY")**

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objective of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

END OF ATTACHMENT G