



LASSEN COUNTY

Health and Social Services Department

- ☒ **HSS Administration**
1345 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8128
- ☐ **Public Guardian/Administrator**
1345 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8337
- ☐ **Housing & Grants**
1445 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8309
- ☐ **Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251 - 8108
- ☐ **Public Health**
1445 Paul Bunyan Road, Ste B
Susanville, CA 96130
(530) 251 - 8183
- ☐ **Community Social Services**
1400 Chestnut Street, Ste A
Susanville, CA 96130
- LassenWORKS**
1616 Chestnut Street
Susanville, CA 96130
(530) 251 - 8152
- Child & Family Services**
1600 Chestnut Street
Susanville, CA 96130
(530) 251 - 8277
- Adult Services**
1400 Chestnut Street, Ste B
Susanville, CA 96130
(530) 251 - 8158
- Family Solutions/Wraparound**
1400 Chestnut Street, Ste C
Susanville, California 96130
(530) 251 - 8340

Mailing Address:
PO Box 1180
Susanville, California 96130

Date: May 20, 2025

To: Tom Neely, Chairman
Lassen County Board of Supervisors

From: Tiffany Armstrong, Director
Lassen County Behavioral Health

Subject: Agreement between Lassen County and Davis Guest Home, Inc. for a residential care facility for adults for the term of July 1, 2025, to June 30, 2026, and a maximum amount of \$200,000.

Background:

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges.

Davis Guest Home provides an environment of respect, encouragement, and appreciation for each of our residents. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain the highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their re-integration into the community as soon as possible.

Our contract with Davis Guest House will allow us to place chronically mentally ill patients in their residential care facility.

Fiscal Impact:

There is no impact to the County General Fund. This Agreement will be paid from Behavioral Health Fund/Budget 110/0751 and Alcohol and Drug Fund/Budget 110/0771.

Action Requested:

1) Approve the Agreement with Davis Guest Home, Inc., and 2) Authorize the County Administrative Officer or Designee to execute the Agreement.

**AGREEMENT BETWEEN
COUNTY OF LASSEN
AND
DAVIS GUEST HOME, INC.**

THIS AGREEMENT made between County of Lassen, a political subdivision of the State of California (hereinafter "COUNTY") and Davis Guest Home Inc., of Modesto, California, a California corporation, (hereinafter "CONTRACTOR").

WHEREAS COUNTY has a need for a residential care facility, and

WHEREAS COUNTY is contracting to utilize all agencies owned and operated by CONTRACTOR, and located in Modesto, California, and

WHEREAS CONTRACTOR represents that it is duly qualified and licensed to provide services for adults, and

WHEREAS COUNTY has recognized the work of CONTRACTOR and believes it in the best interest of the programs and clients to provide residential care service at facilities owned and operated by the CONTRACTOR, and

WHEREAS CONTRACTOR is ready, willing, and able to provide those services.

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 the Scope of Duties, Attachment "A".

2. TERM

The term of this agreement shall be for the period of July 1, 2025 through June 30, 2026.

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. ADDITIONAL PROVISIONS

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

5. 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.

6. **DESIGNATED REPRESENTATIVES**

Tiffany Armstrong, Director, Behavioral Health Director, is the designated representative of the COUNTY and will administer the Agreement for the COUNTY. Lonny Davis is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

7. **ATTACHMENTS**


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

- Attachment A – Scope of Duties
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Business Associate Agreement
- Attachment F – Business Associate Addendum
- Attachment G – Community Based Organization Master Contact
- Attachment H- Lobbying Restrictions and Disclosure Certification

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

CONTRACTOR

Dated: 3/24/25

By: 
Lonny Davis, President
Davis Guest Home, Inc.

Dated: _____

By: LISA DAVIS
Lisa Davis, Vice President
Davis Guest Home, Inc.


COUNTY

Dated: _____

By: _____
County Administrative Officer or Designee

Approved as to form:

Amanda Uhrhammer
Lassen County Counsel

By: 

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF LASSEN AND DAVIS GUEST HOME, INC.

SCOPE OF DUTIES

A.1 SCOPE OF SERVICES AND DUTIES OF CONTRACTOR

- A.1.1 CONTRACTOR will participate in the development of client service plans with COUNTY as demonstrated by copies of written plans co-signed by case manager, residential care home operator and client. The client's level of care is to be determined in consultation with the Lassen County Mental Health Director or his designee.
- A.1.2 CONTRACTOR will participate with COUNTY staff to develop a facility program plan as demonstrated by a written plan outlining staffing patterns and recreation activities co-signed by COUNTY staff and CONTRACTOR operator.
- A.1.3 CONTRACTOR will implement and carry out a system to assist with activities of daily living and to modify clients' behaviors as demonstrated by a written system manual for each certified client.
- A.1.4 CONTRACTOR will implement and carry out daily supervised recreation activities including transportation and supervision of client activities in the community as demonstrated by published activity schedules and by brief notations in clients' record indicating level of participation.
- A.1.5 CONTRACTOR will participate in meetings, as determined necessary by COUNTY, with the County Mental Health Case Manager to review progress of certified clients as demonstrated by meeting notes outlining clients' status, medication dosage, and compliance (as documented in clients' medication records), recreation participation, and specific client problems.
- A.1.6 CONTRACTOR shall provide weekly status reports of residents to designated COUNTY staff.
- A.1.7 CONTRACTOR shall provide staff (that is known to the Full Service Partnership client/family) to respond to the client/family 24 hours a day 7 days a week to provide afterhours intervention.
 - A.1.7.1 CONTRACTOR shall develop an Individual Service and Support Plan (ISSP) with the client and when appropriate the client's family.
 - A.1.7.2 CONTRACTOR shall be culturally and linguistically competent or at a minimum is educated and trained in linguistics and cultural competence and has knowledge of available resources within the client/family racial/ethnic community.
- A.1.8 CONTRACTOR will advise clients, upon admission, of their personal rights in accordance with California Code of Regulations, Title 22. Record retention policy is three (3) years following termination of service to the resident as required by; Community Care Licensing, Title 22, Section 87506
- A.1.9 CONTRACTOR will provide the following basic services:

- A.1.9.1 24 hour supervision/monitoring
 - A.1.9.2 Basic meal service (3 meals per day and snacks, including physician prescribed diets)
 - A.1.9.3 Laundry service (excluding dry cleaning)
 - A.1.9.4 Cleaning services
 - A.1.9.5 Weekly linen changes-more frequently as needed
 - A.1.9.6 Assistance in arranging for medical and dental appointments
 - A.1.9.7 Assistance in transporting or assistance in arranging for transportation to medical and dental appointments
 - A.1.9.8 Planned activity program which provides from the social and recreational activities of residents
 - A.1.9.9 Assistance with activities of daily living
 - A.1.9.10 Bedside care for a maximum of three (3) days for a minor or temporary illness
 - A.1.9.11 Assistance with taking prescribed medications as ordered by the physician, as allowed by Community Care Licensing
 - A.1.9.12 Observation and appropriate reporting of changes in physical, mental, emotional or social functioning of resident needs and conditions
- A.1.10 CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.
- A.1.11 CONTRACTOR agrees to adhere to and comply with staff training requirements imposed by Department of Social Services, Community Care Licensing Division, and Stanislaus County. Additional training requirements which are unique and county specific may not be added to contract language.
- A.1.12 CONTRACTOR record retention policy is three (3) years following termination of service to the resident as required by; Community Care Licensing, Title 22, Section 87506:
- A.1.12.1 Augmented services provided by CONTRACTOR such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

A.2 SCOPE OF SERVICES AND DUTIES OF COUNTY

At the time of admission, COUNTY will provide current physicians medical report, assessment, evaluation, tuberculosis clearance, and report of prescribed medication.

- A.2.1 COUNTY agrees to continue case management responsibility for any client whose COUNTY conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR'S facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to COUNTY for placement.
- A.2.2 COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.
- A.2.3 COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTORS facility without providing a two-week written notice, or before the date indicated on the

notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

- A.2.4 COUNTY shall be responsible to remove a Resident within 30 days upon notification that they have failed placement, or if in the opinion of Davis Guest Home Administration, they are no longer appropriate for the level care at Davis Guest Homes. In the event a Resident is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional \$200 per day on day 31 until the Resident is relocated.
- A.2.5 COUNTY agrees to adhere to attached protocol regarding returning as LPS conserved Resident from Davis Guest Home to County of origin.
- A.2.6 COUNTY agrees to provide Davis Guest Homes names and contact information (including after-hours contact numbers) for Case Managers and or Conservators in the event of emergencies. Emergency contacts must be available to respond to calls within one hour.
- A.2.7 COUNTY agrees that if the contract is not in place by June 30, 2024, and no agreement exists to continue payments while the contract is being drafted, COUNTY will remove their clients within 14 days and Davis Guest Homes will be paid in full within 30 days (including the 14 days notification).

A.3 CONSERVATOR STATUS

- A.3.1 COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of conservator status.
- A.3.2 COUNTY agrees to continue case management responsibility for any client whose Lassen County conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR'S facility and becoming a Stanislaus County permanent resident. All efforts will be made to relocate a client to Lassen County for placement.
- A.3.3 Before placement, all Residents of Davis Guest Homes must have in place some form of medical insurance, or provision for medical care and treatments including payment arrangements.

END OF ATTACHMENT A

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF LASSEN AND DAVIS GUEST HOME, INC.

PAYMENT

B.1 COUNTY shall pay CONTRACTOR as follows:

B.1.1 COUNTY shall pay CONTRACTOR for long term residential care services as follows:

- B.1.1.1** In addition to client's current monthly Social Security benefits, COUNTY will pay a daily "patch" rate day resident charge for Community Reintegration, Intermediate and/or Transitional Programs and services which includes the ancillary cost of professional services per twenty-four hour (24) period. The resident's SSI/SSA monthly residential board and care rate per month is published at the beginning of every calendar year (this monthly amount is subject to annual adjustments by the federal government and State of California). The continuum of care is designed for clients expected to transition to lower levels of service in the County of origin.
- B.1.1.2** Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The clients SSI or SSI/SSA monthly residential board and care rate is currently \$1,420.07 per month for a client who receives one check and \$1,440.07 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits and \$3.00 per day personal and incidental allotment within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.
- B.1.1.3** The COUNTY will assure reimbursement to the CONTRACTOR with two monthly checks:
- One SSI/SSA for Room and Board from the Representative Payee;
 - One "Patch Rate" paid from COUNTY.
- B.1.1.4** In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between \$350.00 and \$1,000.00 daily for higher acuity, and \$325.00 for private rooms. Behavioral patches may also apply and vary between \$250-\$450 daily. COUNTY agrees to pay invoices for services provided by Davis Guest Homes within 30 days.
- B.1.1.5** CONTRACTOR will include Conservatorship Renewals with the daily patch provided the conservatee is a Resident of Davis Guest Home at the time of conservatorship renewal.

B.1.2 The COUNTY shall pay temporary absences is limited to seven days per month. Such payment is allowable only under all of the following conditions:

- B.1.2.1 The absence is consistent with the client's service and treatment plans;
- B.1.2.2 The absence is necessary for the client's progress or maintenance at this level of care;
- B.1.2.3 The absence is planned or anticipated; and
- B.1.2.4 The absence, as well as the purpose(s) is documented.
- B.1.2.5 Additionally, payment for temporary absence for purposes of acute hospital or acute non hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet Title 9 staffing standards (Section 663), is limited to ten days per month. Payment is allowable if such treatment is necessary for the client to return to this level of care, i.e., in a residential care facility, and the purpose(s) is documented.

B.1.3 COUNTY will pay for additional expenses as necessary for each client only if such expenses have been pre-authorized in writing by COUNTY.

B.1.4 CONTRACTOR shall not be entitled to payment unless and until CONTRACTOR issues a monthly billing statement to COUNTY and provides the following information to Lassen County MH Fiscal Department, P.O. Box 1180, Susanville Ca. 96130:

- B.1.4.1 Name of patient with admission and/or discharge date.
- B.1.4.2 Number of patient days utilized by each client.
- B.1.4.3 Extended cost for those days.

B.1.5 COUNTY shall review for approval, all invoices within thirty days of receipt and authorize payment within fifteen days of approval.

B.1.6 If the COUNTY is delinquent in payments to Davis Guest Homes will incur a penalty of \$10.00 per day for each resident, beginning on the 45th day after payment is delinquent and continuing until the account is paid in full.

B.1.7 COUNTIES who do not provide a contract by June 31st (resulting in delinquent payment) will incur a penalty of \$10.00 per day for each resident beginning on July 1st and continuing until the account is paid in full.

PAYMENT GRID ON FOLLOWING PAGE

B.2 PAYMENT GRID.

Davis Guest Home					
July 1, 2025 - June 30, 2026					
Scope of Service	Program/Service Description	Funding Source	Unit Type	Rate	Total # Units
A.1 - A.1.8.12 B.1.2 - B.1.4-7	Base Rate*	SSA/SSI	Monthly	\$1420.07 - \$1440.07	TBD
	Transitional Program Patch rate	Realignment/MHSA	Daily	\$250-\$450	TBD
B.1.3	Additional Expenses**	Realignment/MHSA	As Needed		TBD
Maximum Amount			\$200,00.00		
** Fiscal Year amounts contingent upon the availability of funds and approval of the Board of Supervisors. Requires written pre-authorization and Purchase Order.					
*The resident's SSI/SSA monthly residential board and care rate is subject to annual adjustments by the Federal and State Governments in January of each year					

END OF ATTACHMENT B

ATTACHMENT C

**AGREEMENT BETWEEN
LASSEN COUNTY
AND
DAVIS GUEST HOME, INC.**

ADDITIONAL PROVISIONS

- C.1 CONFIDENTIALITY.** CONTRACTOR agrees to maintain adequate medical and financial 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 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 REGULATIONS.** CONTRACTOR states it is fully licensed and in compliance with all appropriate governmental regulations. Specifically, CONTRACTOR shall comply with all appropriate statutes, rules and regulations with regard to the provision of CONTRACTOR services including, but not limited to, Title IX of the California Code of Regulations.
- C.3 CLINICAL RECORDS.** Clinical records of each patient shall be the property of CONTRACTOR and shall be kept at least four years or until audit findings are resolved. Clinical records shall contain sufficient detail to make possible an evaluation by the Mental Health Director or his designee, and shall be kept in accordance with the rules and regulations of the Community Mental Health Services Act of 1967, as amended.
- C.4 REVIEW OF RECORDS.** CONTRACTOR agrees to extend to the Mental Health Director or his designee, the right to review and monitor records, programs or procedures, at any time, in regard to clients, as well as the overall operation of CONTRACTOR'S program in order to ensure compliance with the terms and conditions of this Agreement.
- C.5 SUBCONTRACTORS SUBJECT TO AUDIT.** The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under Contract (Government Code Section 8546.7).
- C.6 HIPAA COMPLIANCE.** CONTRACTOR will comply with the requirements of the Federal Health Insurance Portability and Accountability Act ("HIPAA"). The Business Associate Agreement attached hereto is made a part of this agreement by this reference.

END OF ATTACHMENT C

____ County Initials
Davis Guest Home v.1 25.266

9

Contractor Initials ____

AGREEMENT BETWEEN COUNTY OF LASSEN AND DAVIS GUEST HOME

ATTACHMENT D

AGREEMENT BETWEEN LASSEN COUNTY AND DAVIS GUEST HOME, INC.

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent 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 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 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 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 in 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 through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and with not less than Two Million Dollars (\$2,000,000) 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 Two Million Dollars (\$2,000,000) per incident and Two Million Dollars (\$2,000,000) 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 The insurance 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:

Tiffany Armstrong, Director
Behavioral Health
555 Hospital Lane
P.O. Box 1180
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.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, subcontractors, or volunteers.
- 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 property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (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.** 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 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, Photostatting, 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.13.2 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. 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.13.3 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 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 raises 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 *Administrative Code* 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 I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

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":

Tiffany Armstrong, Director
Behavioral Health
555 Hospital Lane
P.O. Box 1180
Susanville, CA 96130
(530) 251-8108

If to "CONTRACTOR":

Lonny Davis, President
Davis Guest Home, Inc.
1878 E. Hatch Road
Modesto, CA 95351
(209) 538-1496

D.39 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
LASSEN COUNTY
AND
DAVIS GUEST HOME, INC.

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made effective the first day of July, 2025, by and between LASSEN COUNTY, a political subdivision of the State of California, hereinafter referred to as "Covered Entity", and DAVIS GUEST HOME, 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 1996, 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 DAVIS GUEST HOME, 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 DAVIS GUEST HOME, 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 Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- 2.9 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

- 2.10 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- 2.11 Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
3. **Permitted Uses and Disclosures by Business Associate:** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Arrangement Agreement provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
4. **Obligations of Covered Entity:** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.
5. **Permissible Requests by Covered Entity:** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
6. **Term and Termination:**
- 6.1 **Term.** The Term of this Agreement shall be effective as of effective date of the Arrangement Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Arrangement Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered 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 104.191.
- 7.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 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

ATTACHMENT F
AGREEMENT BETWEEN
LASSEN COUNTY
AND
DAVIS GUEST HOME, 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 DAVIS GUEST HOME, 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 HITECH 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 ATTACHMENT F

ATTACHMENT G

**AGREEMENT BETWEEN
LASSEN COUNTY
AND
DAVIS GUEST HOME, INC.**

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

Mental Health and Substance Abuse Treatment Additional Terms and Conditions of Program and Performance

I. Confidentiality:

A. CONTRACTOR shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) and personally identifiable information (PI) including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) act, and Welfare and Institutions Code requirements regarding confidentiality of patient information, and records, commencing with Section 5328. CONTRACTOR shall inform and train its officers, employees, and agents annually regarding the provisions for confidentiality of all information and records as set forth in applicable laws and policies as required above. CONTRACTOR shall submit a tracking report of training attendance to the COUNTY Compliance Officer by June 30 of every year to demonstrate that training of all staff and management has been completed.

B. CONTRACTOR shall have a secure email system and ensure that staff members abide by the COUNTY (**HIPAA Policy and Procedure Overview HSS 11-04**), CONTRACTOR shall institute compliant "Password Management" policies and procedures, which shall include procedures for creating, changing, and safeguarding passwords. In addition to providing a password for access, CONTRACTOR shall establish and train all users on guidelines for creating passwords and expiring passwords every 90 days. CONTRACTOR shall ensure that workforce members are trained on how to safeguard the password information.

C. CONTRACTOR shall follow state and federal guidelines pertaining to breaches of confidentiality. CONTRACTOR agrees to hold COUNTY harmless for any breaches or violations arising from the actions or inactions of CONTRACTOR, their staff, and sub-CONTRACTORS. Please see the **HIPAA Breach Reporting Policy HSS 11-02**.

D. CONTRACTOR shall provide necessary client information to any other service provider within the COUNTY System and County-contracted providers for treatment activities (including the need to make timely referrals among programs for purposes of providing integrated services within this system of care) and/or for payment activities of said providers, and/or for health care operations of said providers if each of the entities has or had a relationship with the client.

a. CONTRACTOR shall obtain clients' informed consent whenever possible, however the absence of such consent will not preclude the exchange of information with other COUNTY service providers.

b. CONTRACTOR shall obtain client consent, in a form mandated by applicable state or federal law, before releasing PHI and/or PI to those who are outside the COUNTY system of services except as otherwise provided by law. In accordance with the law, CONTRACTOR shall disclose to appropriate treatment providers information concerning clients served pursuant to this agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

E. Trading Partner Requirements:

1. No changes. CONTRACTOR agrees that for personal health information, it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standards Regulation (45 CFR 162.915 (a)).
2. No additions. CONTRACTOR hereby agrees that for the information, it will not add any data elements or segments to the maximum data set as prescribed in the HHS Transaction Standards Regulations (45 CFR 162.915 (b)).
3. No Unauthorized Uses. CONTRACTOR hereby agrees that for the information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
4. No Changes to Meaning or Intent. CONTRACTOR hereby agrees that for the information, it will not change the meaning or intent of any of the HHS Transaction Standards implementation specification (45 CFR 162.915 (d)).

F. Concurrence for Test Modifications to HHS Transactions Standards

CONTRACTOR agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, CONTRACTOR agrees that it will participate in such test modifications.

G. Adequate Testing

CONTRACTOR is responsible to adequately test all business rules appropriate to their types and specialties. If the CONTRACTOR is acting as a clearinghouse for enrolled providers, CONTRACTOR has obligation to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

H. Deficiencies

CONTRACTOR agrees to correct transactions, errors or deficiencies identified by DHCS and or COUNTY. Also, transactions errors or deficiencies identified by an enrolled provider if the CONTRACTOR is acting as a clearinghouse for that provider. When CONTRACTOR is a clearinghouse, CONTRACTOR agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

I. Code Set Retention

CONTRACTOR understand and agree to keep open code sets being processed or used in this CONTRACT for at least the current billing period or any appeal period whichever is longer.

J. Data Transmission Log

CONTRACTOR shall establish and maintain a Data Transmission Log which shall record any and all Data Transmission taking place between the Parties during the term of this CONTRACT. CONTRACTOR will take necessary and reasonable steps to ensure that such data transmission logs constitute a current, accurate, complete and unaltered record on any and all Data Transmission between the parties, and shall be retained by each party for no less than twenty-four (24) months, following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

II. Maintenance of Records:

A. The maintenance, access, disposal, and transfer of records shall be in accordance with professional standards and applicable local, state, and federal laws and regulations including, if applicable, the specified regulations of the Substance Abuse and Crime Prevention Act of 2000. Please see the **Health and Social Services Record Storage and Retention Policy and Procedure HSS 06-01**,

B. Records shall contain sufficient detail to make it possible for contracted services to be evaluated. CONTRACTOR shall permit authorized COUNTY personnel to make periodic inspections of the records. CONTRACTOR shall furnish information and patient records such as these personnel may require for monitoring, reviewing and evaluating fiscal and clinical effectiveness, adherence to regulations, appropriateness, and timeliness of the services being rendered under this Agreement.

C. CONTRACTOR shall, as defined in Section 14043.1, shall keep and maintain records of each service rendered under the Medi-Cal program or any other health care program administered by the department or its agents or contractors, the beneficiary or person to whom rendered, the date the service was rendered, and any additional information as the department may by regulation require.

- Records required to be kept and maintained under this section shall be retained by the provider for a period of 10 years from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later, in accordance with Section 438.3(u) of Title 42 of the Code of Federal Regulations.
- CONTRACTOR may be subject to audit, evaluation and inspection of any books, records, contracts, computer or electronic systems that pertain to any aspect of the services and activities performed, in accordance with 42 C.F.R. §§ 438.3(h) and 438.230(c)(3).

III. Patient Rights:

Patients' rights shall be assured in compliance with Welfare and Institutions Code, Division 5, Section 5325; and California Code of Regulations, Title 9, Division 1, Chapter 4.5. Patient records must comply with all appropriate state and federal requirements.

IV. General Supervision:

Services shall be under the general supervision of the Director of LCBH, as specified in Title 9, Division 1, Chapter 3, Section 521 of the California Code of Regulations. Further, said Section allows the aforementioned Director to supervise and specify as to the kind, quality, and amount of the services provided and the criteria used for determining patient eligibility.

V. Enrollment:

A. All CONTRACTORS that bill third parties for provisions of services (e.g., Medi-Cal, Medicare, Partnership Health) shall check each client's insurance status upon client's first entry into their program (admission/episode opening) and monthly thereafter.

B. CONTRACTOR shall inform uninsured clients about options for health care coverage, including but not limited to federal and local programs, such as Medi-Cal, Medicare, Partnership Health, or other sources of payment, such as private insurance. CONTRACTOR is responsible for the verification of benefits.

C. CONTRACTOR shall provide or arrange for, through referrals or otherwise, assistance with benefits enrollment and/or re-enrollment where benefits do not exist or coverage has lapsed.

VI. Materials and Presentations:

CONTRACTOR shall give/publish credit in all media transmissions, published materials, or presentations to the community or other interested groups, supported in part or entirely by this Agreement, to COUNTY.

VII. Organizational Staffing:

A. CONTRACTOR shall have, maintain, and provide to COUNTY upon request an organizational chart reflecting the current operating structure which includes board of directors and staffing.

B. CONTRACTOR shall maintain a management and/or executive team as appropriate for the size and needs of the agency. The management and/or executive team will include at minimum, a Chief Executive Officer (CEO) or Executive/Program Director and, for contracts over \$1,000,000, a Chief Financial Officer (CFO) or Finance Director/Accountant with at least five years of education, training and/or experience in finance or business administration.

C. CONTRACTOR shall provide COUNTY with an updated list of key contacts within its organization by **March 15** of the fiscal year. CONTRACTOR shall notify COUNTY of any changes in the following positions, or the equivalent positions within CONTRACTOR's organizational structure.

D. COUNTY reserves the right to request additional information about organizational staffing in situations including but not limited to those in which questions or concerns emerge as to whether services are and will continue being delivered in accordance with the requirements of this Agreement.

VIII. Administrative and Program Standards:

A. CONTRACTOR shall ensure that each of their staff comply with the Ethical Code of Conduct of all professional organizations that applies to their credential, certification, and/or licensure.

B. CONTRACTOR shall monitor for a triggering of recertification event (change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to DHCS' Statewide Planning Unit, Master Provider File Team at DHCSMPF@dhcs.ca.gov within two business days of notification or discovery.

C. CONTRACTOR shall authorize residential services in accordance with the medical necessity criteria specified in Title 22, Section 51303 and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).

- A Licensed physician or therapist shall determine whether SUD services are medically necessary based on Title 22, Section 51303

D. CONTRACTOR shall comply with all administrative regulations, standards, program requirements, policies and procedures as specified by County, state, and federal guidelines, including but not limited to those related to: Standards of Practice for Substance Use Programs – CONTRACTOR shall comply with applicable standards in areas including, but not limited to:

- Title 9: Mental Health
- California Department of Health Care Services (DHCS) Alcohol and Other Drug Standards;
- DHCS Perinatal Services Guidelines;

- DHCS Youth Treatment Guidelines;
- County Practice Guidelines
- Title 9: Driving Under the Influence;
- Title 22: Drug Medi-Cal;
- Substance Abuse Prevention and Treatment Block Grant; and/or Center for Substance Abuse Prevention (CSAP).
- Applicable Medicaid laws, regulations, and contract provisions, including the terms of the 1915(b) Waiver and any Special Terms and Conditions.

i. *Americans with Disabilities Act* – CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

ii. *Charitable Choice* – CONTRACTOR shall not discriminate in its program delivery against a client or potential client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Any specific religious activity or service made available to individuals by CONTRACTOR must be voluntary and the client's choice to participate in any specific religious activity or service shall have no impact that client's eligibility for or participation in any of the program(s) included in this Agreement. CONTRACTOR shall inform the County if it is faith-based. If CONTRACTOR identifies as faith-based, CONTRACTOR shall:

- Submit to COUNTY a written policy which states that clients have the right to be referred to another provider if they object to the religious nature of the program;
- Include a copy of this policy in its client admission forms;
- Notify the LCBH-designated Clinical Liaison of any referrals to alternate providers due to religious objections; and
- Ensure that the client makes contact with the alternate provider to which he or she is referred.
- Please see policy ***BH# 18-17 SUD Clients and Religious Objections***

iii. *Criminal Background Checks and Fingerprinting* – CONTRACTOR agrees to consent to criminal background checks, including fingerprinting when required to do so under state law or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider.

A. CONTRACTOR shall ensure that any person with a five percent or more direct or indirect ownership interest in CONTRACTOR's organization consents to a criminal background check and submission of fingerprints within 30-days upon request from Centers for Medicare and Medicaid Services or the Department of Health Care Services pursuant to 42CFR 455.434(b)(1) and (2).

B. CONTRACTOR shall ensure that its staff, board, and any owners are trained on preventing fraud, waste and abuse.

C. CONTRACTOR shall be responsible for tracking and monitoring that staff and management have completed the training and shall submit a tracking report to the Health and Social Services Compliance Officer by June 30 of every year.

D. CONTRACTOR shall also submit an attestation to the Health and Social Services Compliance Officer that each employee has signed a code of conduct within the first month of employment and then every 12 months.

iv. *Culturally and Linguistically Appropriate Services (CLAS)* – CONTRACTOR or SUBCONTRACTOR shall implement each of the National Standards for CLAS in Health and Health Care. CONTRACTOR shall complete and submit to COUNTY an electronic survey regarding their implementation of CLAS by March 15 of the current fiscal year that demonstrates implementation of CLAS and that all staff and managers have completed an annual cultural competence training.

v. *The Dymally-Alatorre Bilingual Service Act of 1973*, Gov. Code 7290-7298, requires state and local agencies serving a substantial number of non-English speaking people to employ a sufficient number of qualified bilingual staff in public contact positions and to translate documents explaining available services into their client's language. The Bilingual Services Program of the California Department of Human resources (CalHr) is responsible for ensuring state agencies comply with the Act.

v. *Drug-Free Workplace* – CONTRACTOR shall comply with Government Code Sections 8350- 8357, also known as Drug-Free Workplace Act of 1990. CONTRACTOR shall provide a drug-free workplace in accordance with Government Code Section 8355.

vi. *Non-Discrimination in Services and Employment* – Under the laws of the United States and the State of California, CONTRACTOR shall not unlawfully discriminate against any person on the basis of race, color; religion; national origin; sex; age; physical, sensory, cognitive, or mental disability; marital status; sexual orientation or identity; AIDS/HIV status; medical condition; political activities or affiliation; or military or veteran status. For the purpose of this Contract, discrimination includes, but is not limited to, any the following examples of one individual or group of individuals being treated differently from other individuals served under this contract: denying an otherwise eligible individual any service, providing a benefit which is different, or providing a service in a different manner or at a different time; subjecting an otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating an individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals shall meet in order to be provided any service or benefit.

vii. *Smoke-Free Workplace Certification* – Public Law 103-227, also known as the Pro- Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for

each violation and/or the imposition of an administrative compliance order on the responsible party. By signing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act. The prohibitions herein are effective December 26, 1994.

viii. *Timeliness of Services* – CONTRACTOR shall ensure that services are provided in accordance with LCBH timeliness standards for access to services.

ix. *Trafficking Victims Protection Act of 2000* – CONTRACTOR shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).

E. CONTRACTOR shall seek approval and consent from the Public Guardian-Conservator prior to any placement or change in placement for a client who is under extended or permanent Lanterman Petris Short (LPS) Conservatorship. CONTRACTOR shall notify the Public Guardian-Conservator in advance of any placement or change in placement for a client who is under a LPS Conservatorship 30-day hold.

IX. Licenses, Permits and Certificates:

CONTRACTOR shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, and certificates required by all applicable federal, state, County and/or municipal laws, regulations, guidelines and/or directives as may be amended from time to time for the operation of its facility and/or for the provision of services hereunder.

X. Quality Assurance (QA):

A. CONTRACTOR shall comply with COUNTY's ***Consumer Client Problem Resolution Process BH# 18-27***. CONTRACTOR shall comply with procedures, postings and adherence guidelines pertaining to the posting and distribution of COUNTY's Informing Materials pertaining to Consumer Rights. ***BH# 18-73 Beneficiary Rights***.

B. CONTRACTOR shall submit reports per the COUNTY ***Unusual Occurrences and Death Reporting Policy BH #24-04*** within ***72 hours*** of knowledge of the event and shall also adhere to state reporting guidelines for Unusual Occurrences per the appropriate state licensing agency.

C. CONTRACTOR shall ensure that staff providing services under this Agreement, both clinical and non-clinical, are in good standing with Centers for Medicare and Medicaid Services (CMS) and the California Department of Health Care Services and are not on any list of providers who are excluded from participation in federal health care programs or on the Medi-Cal Exclusion List.

- a. CONTRACTOR shall notify COUNTY of changes in non-clinical and clinical staffing.
- b. CONTRACTOR is responsible for performing exclusion list checks prior to hiring a potential employee.
- c. CONTRACTOR shall complete and submit the COUNTY Monthly Staff Change on a monthly basis to attest that all staff changes have been submitted to COUNTY. See policy ***BH# 18-26 Verification of Staff, Contact Providers and Applicants Exclusion & Status Lists***.

D. CONTRACTOR shall be responsible for knowing and implementing the policies from COUNTY. Email communications may be made to notify providers of periodic updates and changes made to COUNTY policies.

- a. CONTRACTOR shall have and maintain a QA Plan that meets the requirements of the COUNTY. This plan shall be available on-site for review by COUNTY and include CONTRACTOR's policies and procedures on such QA topics. See policy ***BH# 18-69 Quality Improvement Program***.

E. CONTRACTOR shall be responsible for informing the COUNTY of any changes to CONTRACTOR's contact person and/or lead QA contact person and their contact information including email address to receive notices from COUNTY.

a. CONTRACTOR shall regularly verify consumer's contact information and update COUNTY records for purposes of service verification.

F. CONTRACTOR shall be responsible for verifying the credentials and licensing of their staff and employees as contained in COUNTY, state and federal requirements. Waivers for certain clinical staff are required in order to bill Medi-Cal and CONTRACTOR shall familiarize themselves and comply with the waiver requirements. COUNTY has the right to request CONTRACTORs credential log or records and CONTRACTOR's personnel record files to verify CONTRACTOR's credentialing process and applicable credentials of staff. **BH# 18-26 Verification of Staff, Contact Providers and Applicants Exclusion & Status Lists.**

- a. CONTRACTOR shall assure professional staff shall be licensed, registered, certified, or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Licensed Practitioners of the Healing Arts (LPHA) include: Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologists, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor, Licensed Marriage and Family Therapists, Licensed Eligible Practitioners working under the supervision of Licensed Clinicians.
- b. CONTRACTOR shall assure professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Documentation of trainings, certifications and licensure shall be contained in personnel files.
- c. CONTRACTOR shall assure non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff shall supervise non-professional staff.
- d. COUNTY has the right to request CONTRACTORs credential log or records and CONTRACTOR's personnel record files to verify CONTRACTOR's credentialing process and applicable credentials of staff. **BH# 18-26 Verification of Staff, Contact Providers and Applicants Exclusion & Status Lists.**

G. CONTRACTOR shall have an internal review and authorization process that is described in its policies and procedures and that ensures that consumers served by CONTRACTOR meet, on an ongoing basis, the medical necessity criteria to receive Specialty Mental Health Services.

a. CONTRACTOR shall comply with policies related to the Utilization Management Program of COUNTY as set forth in COUNTY policies.

H. CONTRACTOR's, SUBCONTRACTOR, or lead QA staff shall attend the following train-the-trainer training provided by COUNTY: Clinical Documentation Training on a regular basis, CONTRACTOR or SUBCONTRACTOR shall in turn provide similar trainings to its staff.

I. CONTRACTOR or SUBCONTRACTOR shall notify Medi-Cal beneficiaries of their rights to appeal an action by COUNTY or a COUNTY-contracted provider, collectively referred to as the Mental Health Plan (MHP) in accordance with the COUNTY Notice of Adverse Benefit Determination (NOABD) for Medi-Cal Beneficiaries Policy when the MHP:

- Assesses a Medi-Cal beneficiary and determines that the beneficiary does not meet medical necessity criteria and no specialty mental health services will be provided;
- Denies or modifies a provider's request for payment authorization for a specialty mental health

service;

- Denies or modifies the provider's request for payment authorization for a specialty mental health service already received by the beneficiary;
- Does not provide the resolution of a grievance, appeal or expedited appeal within the required timeframes; and/or
- Does not provide timely services based on the MHP's established standards.
- See Policy ***BH# 18-36 Notices of Adverse Benefit Determination.***

J. CONTRACTOR shall cooperate with the COUNTY in any review and/or audit initiated by COUNTY, the California Department of Health Care Services, or any other applicable regulatory body.

- If the State, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate, and audit the CONTRACTOR at any time.

K. CONTRACTOR or SUBCONTRACTOR shall train to the Culturally and Linguistically Appropriate Services (CLAS) Standards and submit a training log to the COUNTY quarterly. ***BH# 18-21 Meeting Consumer Cultural and Linguistic Needs***

L. CONTRACTOR shall make available, for purposes of an audit, evaluation or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to Medi-Cal beneficiaries.

M. CONTRACTOR shall be responsible of any audits that occur 10 years from the final data of the contract period or from the date of completion of any audit, whichever is later.

N. If applicable, CONTRACTOR shall have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the MHP shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the MHP, or another MHP.

XI. Continuity of Services:

CONTRACTOR shall have a plan for the continuity of services to clients, including the maintenance and security of records. The continuity plan must provide for the transition of services and records in the event that a direct service staff dies or becomes unable to continue providing services, or in the event that a program closes.

XII. Program Modification:

CONTRACTOR shall secure the prior written approval of the Director of LCBH, or his or her Designee, in the event contracted services and activities require modification during the term of this Agreement. The request for modification shall be submitted to COUNTY in writing.

XIII. Compliance with Contract Provisions:

CONTRACTORS not in compliance with contract provisions, state or federal law and/or regulation shall be immediately responsible for remedy and/or a plan of correction subject to COUNTY approval. The cost of the plan of correction shall be borne by the CONTRACTOR/Provider. Failure to address identified issues may lead to further action by COUNTY personnel up to and including program termination.

____ County Initials
Davis Guest Home v.1 25.266

37

Contractor Initials ____

XIV. Medi-Cal Administrative Activities (MAA):

CONTRACTORS reporting Medi-Cal Administrative Activities (MAA) will comply with the policies and procedures required by the MAA contract between Lassen County and the State of California.

XV. Prohibitions Regarding Use and Messages Related to Alcohol and Illicit Drugs:

CONTRACTOR shall recognize the importance of policies and norms supporting abstinence from the use of alcohol and illicit drugs, and shall prohibit the use of alcohol and illicit drugs on all program premises, as well as at any event which is sponsored by, or on behalf of, CONTRACTOR. CONTRACTOR agrees that information produced through these funds, and which pertains to alcohol or drug related programs, shall contain a clearly written statement that there shall be no unlawful use of alcohol or drugs associated with the program. Additionally, no aspect of an alcohol or drug related program shall include any message on the responsible use, if the use is unlawful, of alcohol or drugs (Health and Safety Code Section §11999). CONTRACTOR agrees to enforce these requirements (11999-11999.3) by signing this Agreement. Please see section §11999-11999.3 below.

Cal. Health & Safety Code §11999.

The Legislature finds and declares all of the following:

(a) The Legislature has established various drug- and alcohol-related programs which provide for education, prevention, intervention, treatment, or enforcement.

(b) The Legislature has classified certain substances as controlled substances and has defined the lawful and unlawful use of controlled substances which are commonly referred to as, but not limited to, anabolic steroids, marijuana, and cocaine.

(c) The Legislature has classified certain substances as imitation controlled substances which are commonly referred to as, but not limited to, designer drugs.

(d) The Legislature has determined that the possession with the intent to be under the influence, or being under the influence of toluene, or any substance or material containing toluene, or any substance with similar toxic qualities, is unlawful. Some substances or materials containing toluene, or substances with similar toxic qualities are commonly referred to, but not limited to, inhalants such as cement, glue, and paint thinner.

(e) The Legislature has determined that the purchase, possession, or use of alcohol by persons under 21 years of age is unlawful.

(f) Public and private agencies that provide information pertaining to the drug- and alcohol-related programs provide mixed messages and misinformation relating to the unlawful use of drugs and alcohol. It is the intent of the Legislature that the messages and information provided by the drug and alcohol programs promote no unlawful use of any drugs or alcohol. Mixed messages mean communications discussing how to use or when to use unlawful drugs or alcohol.

(g) Any material, curricula, teachings, or promotion of responsible use, if the use is unlawful, of drugs or alcohol is inconsistent with the law.

(h) The "no unlawful use" message applies to all drug and alcohol programs for the people of the State of California. These materials are to teach and promote that any unlawful use of drugs and alcohol is illegal and dangerous.

Cal. Health & Safety Code §11999.2.

(a) Notwithstanding any other provision of law, commencing July 1, 1990, no state funds shall be

____ County Initials
Davis Guest Home v.1 25.266

38

Contractor Initials ____

encumbered by a state agency for allocation to any entity, whether public or private, for a drug- or alcohol-related program, unless the drug- or alcohol-related program contains a component that clearly explains in written materials that there shall be no unlawful use of drugs or alcohol. No aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol.

(b) All aspects of a drug- or alcohol-related program shall be consistent with the "no unlawful use" message, including, but not limited to, program standards, curricula, materials, and teachings.

These materials and programs may include information regarding the health hazards of use of illegal drugs and alcohol, concepts promoting the well-being of the whole person, risk reduction, the addictive personality, development of positive self-esteem, productive decision making skills, and other preventive concepts consistent with the "no unlawful use" of drugs and alcohol message.

(c) The "no unlawful use" of drugs and alcohol message contained in drug- or alcohol-related programs shall apply to the use of drugs and alcohol prohibited by law.

(d) This section does not apply to any program funded by the state that provides education and prevention outreach to intravenous drug users with AIDS or AIDS-related conditions, or persons at risk of HIV-infection through intravenous drug use.

Cite as: Cal. Health & Safety Code §11999.3.

(a) A state agency that distributes state funds to an entity, whether public or private, for a drug- or alcohol-related program shall establish and provide guidelines and procedures for the entity to use to ensure compliance with this division. If the drug or alcohol program fails to satisfy the guidelines adopted by the state agency, the drug or alcohol program shall not receive state funds from the state agency. A state agency that provides or develops drug- or alcohol-related programs shall also comply with this division.

(b) Each state and local agency which distributes funds shall establish a reasonable time frame for each program to comply with the requirements of this division.

(c) A drug- or alcohol-related program that receives state funds from a local agency shall file with the local agency which distributes the state funds a written assurance signed by the person responsible for operating the drug- or alcohol-related program stating all of the following:

(1) The person understands the requirements of Section §11999.2.

(2) The person has reviewed those aspects of the program to which Section §11999.2 applies.

(3) Those aspects of the program to which Section §11999.2 applies meet the requirements of Section §11999.2.

(d) Every state or local agency distributing funds to which this division applies shall provide a process for appealing a determination to deny or terminate funding to a drug- or alcohol-related program based upon noncompliance with the requirements of this division. When funding is allocated to counties for distribution to local agencies, the director of the state agency distributing the funds shall develop and distribute to counties guidelines for the development of a local appeals process.

(e) A local agency which receives state funds from a state agency for establishing a drug- or alcohol-related program and which has discretionary authority for how the local agency spends the state funds, shall consider the requirements of Section §11999.2 in establishing the drug- or alcohol-related program.

(f) School district personnel who have authority to select and purchase instructional materials, curricula, or both, for the purpose of teaching drug or alcohol use prevention, or both, shall follow the requirements specified in Section §11999.2.

None of the funds available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule 1 of Section 202 of the Controlled Substances Act (21 USC 812). No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

XVI. Drug Medi-Cal (DMC) Beneficiary Benefit-Full Payment:

- A. CONTRACTOR shall accept proof of DMC eligibility as payment in full for drug treatment services in accordance with Title 22 CCR 51341.1(h)(7). Except where share of cost, as defined in Section 50090, is applicable, CONTRACTOR shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered.
- B. CONTRACTOR shall not charge fees to a beneficiary for access to Drug Medi-Cal substance use disorder services or for admission to a Drug Medi-Cal treatment slot.
- C. COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to the 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. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgement of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as the reasonable value of the services rendered by CONTRACTOR, the decision if 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. CONTRACTOR may terminate its services under the Agreement upon (30) thirty business 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.
- E. COUNTY will notify DHCS within (30) thirty business days of any CONTRACTORS and/or subcontractor contract termination.

XVII. Termination

- A. 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:

A.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.

A.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; 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.

A.3 CONTRACTOR may terminate its services under this Agreement upon thirty (30) thirty business 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

A.4 COUNTY will notify DHCS within (30) thirty business days of any CONTRACTORS and/or sub-CONTRACTORS contract termination.

XVIII. Compliance with Contract Provisions:

CONTRACTORS not in compliance with contract provisions, state or federal law and/or regulation shall be immediately responsible for remedy and/or a plan of correction subject to COUNTY approval. The cost of the plan of correction shall be borne by the CONTRACTOR/Provider. Failure to address identified issues may lead to further action by COUNTY up to and including program termination.

- A. All CONTRACTORS and/or sub-CONTRACTORS shall submit a 700 form to the COUNTY no later than **March 15** of every year.

XIX. Residential, Transitional and Recovery Residence Programs:

Guidelines for Residential, Transitional and Recovery Residence Programs:

COUNTY staff will follow best practices and will monitor such an individual, if placed, monthly either by phone or in person.

- COUNTY staff will monitor the individual during the entire stay in the program.
- COUNTY staff will receive all treatment documentation on the individual while in residential program.
- COUNTY staff will monitor the provider to make sure they are following the ASAM standards.

XX. Requirements for Substance Abuse Prevention and Treatment Block Grant Funds:

A. Individuals presenting at a program site must be provided treatment within **14** business days after an individual requests treatment. If that requirement cannot be met, "interim services" must be provided within 48 hours in the form of counseling and education about Human Immunodeficiency Virus (HIV) and tuberculosis (TB), risks of needle sharing, risks of HIV and TB transmission, steps to reduce the transmission of HIV and TB, and referral for HIV and TB services if necessary. In addition, interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus and referral, if necessary for prenatal care.

B. CONTRACTORS shall provide all intravenous drug users (IVDU) must be admitted to treatment within **48 hours** of seeking services.

C. CONTRACTORS shall follow treatment preference:

- (1) pregnant injecting drug users,
- (2) pregnant substance abusers,
- (3) injecting drug users, and
- (4) all others.

D. CONTRACTORS shall maintain contact with individuals awaiting treatment admission to inform these individuals of available treatment services and encourage their entry into treatment.

E. CONTRACTORS shall provide programs providing IVDU treatment or services to pregnant women are required to do outreach activities for the purpose of encouraging individuals in need of treatment to undergo such treatment.

F. CONTRACTORS who work in connect with federally funded programs or receive any federally funds shall follow the Hatch Act of 1939 (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III). Hatch Act limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

G. CONTRACTORS: Tribal Communities and Organization County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

H. Restriction on Distribution of Sterile Needles: No SABG funds shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

XXI: Marijuana Restrictions

Grant funds may not be used directly or indirectly to purchase, prescribe or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See 45 CFR 75.300(a) and 21 UCS 812 (c) (10) and 841 prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the FDA-approved investigation new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

XXII: Adolescent Best Practices Guidelines

CONTRACTOR must utilize DHCS guidelines in developing and implementing youth treatment programs funded under the Enclosure. The Adolescent Best Practices Guidelines can be found at [Adolescent Best Practices Guide OCTOBER 2020 \(ca.gov\)](#)

XXIII. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients or residents in a DHCS licensed or certified

program is required to be a registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

XXIV. Perinatal Services Guidelines:

Perinatal programs are programs which serve women who are pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. Parenting also includes a woman who is attempting to regain legal custody of her child(ren). All programs receiving Perinatal State General Funds, Perinatal State Match to Drug Medi-Cal or Federal Perinatal Set Aside funding must adhere to the requirements in the State of California **Perinatal Services Network Guidelines**.

A. For billing purposes: Only services to pregnant or post-partum women (60 days) are reimbursable through Medi-Cal.

These perinatal programs must:

1. Provide admission priority for all women in the following order:
 - a. pregnant injection drug users;
 - b. pregnant substance users;
 - c. parenting injection drug users; and
 - d. parenting substance users.

The following services/activities must be provided or arranged for:

2. Women-specific treatment and therapeutic interventions which address:
 - a. issues of relationships,
 - b. sexual and physical abuse, and
 - c. parenting
3. CONTRACTORS shall provide sufficient case management to ensure that women and their children have access to primary medical care, pediatric care and other needed services.
4. CONTRACTORS shall provide primary medical care for women and children that includes referrals for prenatal care and the monitoring of client's participation in prenatal care; pediatric care for dependent children that includes immunizations. Parents and/or staff may initiate medical and pediatric services for themselves and for their children.
5. CONTRACTORS shall provide transportation to and from treatment sites and to and from ancillary services for women and children who do not have their own transportation.
6. CONTRACTORS shall provide child care for participants' children while women are participating in on-site treatment program activities and off-site ancillary services.
 - a. child care must be on-site for participants' children between birth and 36 months while moms are participating in the program with direct staff supervision on-site. Activities may include efforts to address children's developmental needs, sexual and physical abuse and neglect issues.
 - b. child care may be provided on-site or off-site (**at licensed or licensure-exempt child care**) for participants' children who are between 37 months and 12 years of age.
7. Education that includes:
 - a. educational/vocational training and life skills resources;
 - b. TB and HIV education and counseling;
 - c. Education and information on the effects of alcohol and drug use during pregnancy and breast feeding; and
 - d. Parenting skills building and child development information.

Additional Provisions

____ County Initials
Davis Guest Home v.1 25.266

43

Contractor Initials _____

8. Where collaborations exist with providers of children's services (i.e. EPSDT providers), CONTRACTORS Substance Abuse Disorder staff are required to establish, maintain and support ongoing relationships and to facilitate children and moms to receive therapeutic intervention services anywhere they are located (i.e. treatment facility, licensed childcare center, etc.)

9. The care of perinatal women and their children is a collaborative effort of the Substance Abuse Treatment system and other entities such as Social Services, Criminal Justice, early childhood mental health providers (EPSDT providers) and therefore, critical that all CONTRACTORS SUD providers employ clear, honest and ongoing communication with the representatives of these entities.

A list of examples includes, but is not limited to, the following:

- Child Welfare Workers have access to their clients (adult and children) at all times;
- Decisions about discharge and transition are discussed and jointly arranged to ensure smooth transitions before they occur;
- Child Welfare Workers are provided information about any concerns regarding parenting, even if they fall short of requiring a mandated report.

This helps everyone understand the true concerns and issues affecting moms and children and serves to facilitate the optimal delivery of services.

10. CONTRACTORS shall provide support and encourage clients' progression toward autonomy and independence as they work toward transition.

11. As mandated reporters, CONTRACTORS SUD providers must report any allegations of abuse to Child Protective Services or law enforcement. This information should be reported to the case-carrying worker as well.

XXV. Debarment and Suspension Certification

The CONTRACTOR, under penalty of perjury, certifies that, except as noted below, the CONTRACTOR, its principals, and any named and unnamed SUBCONTRACTOR:

- Is not on the government wide exclusion in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p 235);
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending;
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years;
- Comply with applicable federal debarment and suspension regulation, in addition to the

requirements set forth in 42 CFR part 1001;

- Department of Health Care Services has the right to withhold payments, disallow costs or issues a Corrective Action Plan, as appropriate, pursuant to HSC Code 11817.8 (h); and
- Exceptions will not necessarily result in denial of award, but will be considered in determining CONTRACTOR responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

If there are any exceptions to this certification, insert the exceptions in the following space or attach an additional page.

XXVI. Minimum Quality Drug Treatment Standards for Drug Medi-Cal

Compliance with the following Minimum Quality Treatment Standards is required in addition to CCR Title 9 and 22 regulations for all SUD treatment programs either partially or fully funded through DMC. If conflict between regulations and standards occurs, the most restrictive shall apply.

A. Personnel Policies

1. CONTRACTORS personnel files shall be maintained on all employees and volunteers/interns and shall contain the following:

- a) Application for employment and/or resume;
- b) Signed employment confirmation statement/duty statement;
- c) Job description;
- d) Performance evaluations;
- e) Health records/status as required by program or Title 9;
- f) Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries);
- g) Training documentation relative to substance use disorders and treatment;
- h) Current registration, certification, intern status, or licensure;
- i) Proof of continuing education required by licensing or certifying agency and program; and
- j) Program Code of Conduct and for registered, certified, and licensed staff, a copy of the certifying/licensing body's code of conduct as well.

2. CONTRACTORS job descriptions shall be developed, revised as needed, and approved by the Program's governing body. The job descriptions shall include:

- a) Position title and classification;
- b) Duties and responsibilities;
- c) Lines of supervision; and
- d) Education, training, work experience, and other qualifications for the position.

3. CONTRACTORS written code of conduct for employees and volunteers/interns shall be established which addresses at least the following:

- a) Use of drugs and/or alcohol;
- b) Prohibition of social/business relationship with beneficiary's or their family members for personal gain;
- c) Prohibition of sexual contact with beneficiary's;
- d) Conflict of interest;
- e) Providing services beyond scope;
- f) Discrimination against beneficiary's or staff;
- g) Verbally, physically, or sexually harassing, threatening, or abusing beneficiary's, family members or other staff;
- h) Protection beneficiary confidentiality;

____ County Initials
Davis Guest Home v.1 25.266

45

Contractor Initials _____

- i) The elements found in the code of conduct(s) for the certifying organization(s) the program's counselors are certified under; and
- j) Cooperate with complaint investigations.

4. CONTRACTORS programs that utilizes the services of volunteers and or interns, procedures shall be implemented which address:

- a) Recruitment;
- b) Screening;
- c) Selection;
- d) Training and orientation;
- e) Duties and assignments;
- f) Scope of practice;
- g) Supervision;
- h) Evaluation; and
- i) Protection of beneficiary confidentiality.

5. CONTRACTORS written roles and responsibilities and a code of conduct for the medical director shall be clearly documented, signed and dated by a program representative and physician. **BH# 18-75**
Minimum Quality Treatment Standards.

B. Program Management

1. Admission or Readmission

- a) CONTRACTORS programs shall include in its policies and procedures written admission and readmission criteria for determining beneficiary's eligibility and suitability for treatment. These criteria shall include, at minimum:
 - i. DSM diagnosis;
 - ii. Use of alcohol/drugs of abuse;
 - iii. Physical health status; and iv. Documentation of social and psychological problems.
- b) If a potential beneficiary does not meet the admission criteria, the beneficiary shall be referred to an appropriate service provider.
- c) If a beneficiary is admitted to treatment, a consent to treatment form shall be signed by the beneficiary.
- d) The medical director shall document the basis for the diagnosis in the beneficiary record.
- e) All referrals made by program staff shall be documented in the beneficiary record.
- f) Copies of the following documents shall be provided to the beneficiary upon admission:
 - i. Beneficiary rights, share of cost if applicable, notification of DMC funding accepted as payment in full, and consent to treatment.
 - g) Copies of the following shall be provided to the beneficiary or posted in a prominent place accessible to all beneficiaries:
 - i. A statement of nondiscrimination by race, religion, sex, ethnicity, age, disability, sexual preference, and ability to pay;
 - ii. Complaint process and grievance procedures;
 - iii. Appeal process for involuntary discharge; and
 - iv. Program rules, expectations and regulations.
 - h) Where drug screening by urinalysis is deemed medically appropriate the program shall:
 - i. Establish procedures which protect against the falsification and/or contamination of any urine sample; and
 - ii. Document urinalysis results in the beneficiary's file.

2. Treatment

A. CONTRACTORS assessment for all beneficiaries shall include:

- i. Drug/Alcohol use history;
- ii. Medical history;
- iii. Family history;
- iv. Psychiatric/psychological history;
- v. Social/recreational history;

- vi. Financial status/history;
- vii. Educational history;
- viii. Employment history;
- ix. Criminal history, legal status; and
- x. Previous SUD treatment history.

B. CONTRACTORS Treatment plans shall be developed with the beneficiary and include:

- i. A problem statement for all problems identified through the assessment whether addressed or deferred;
 - ii. Goals to address each problem statement (unless deferred);
 - iii. Action steps to meet the goals that include who is responsible for the action and the target date for completion;
 - iv. Typed or legibly printed name, signature, and date of signature of primary counselor, beneficiary, and medical director; and
 - v. All treatment plans shall be reviewed in accordance with CCR Title 22 requirements and updated to accurately reflect the beneficiary's progress or lack of progress in treatment.
- C. Progress notes shall document the beneficiary's progress toward completion of activities and achievement of goals on the treatment plan.
- D. Discharge documentation shall be in accordance with CCR Title 22 51341.
- i. A copy of the discharge plan shall be given to the beneficiary.

XXVII. FINANCIAL TERMS

1. RESTRICTIONS AND LIMITATIONS

- A. This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or state or federal funding sources that may in any way affect the fiscal provisions of or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by County or state or federal funding sources for the term of the Agreement. If the federal or state governments reduce financial participation in the Medi-Cal program, County agrees to meet with Contractor to discuss renegotiating the services required by this Agreement.
- B. Funding is for services provided by fiscal year, which begins **July 1 and ends June 30** of the next calendar year. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years.
- C. The maximum financial obligation of the County under this Agreement shall not exceed **what is listed in the contract per fiscal year**, which is not a guaranteed sum but shall be paid only for services actually rendered.

2. CLAIMING

- A. Contractor shall enter claims data into the County's billing and transactional database system within the timeframes established by County. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time amended.

- B. Claims shall be complete and accurate and must include all required information regarding the claimed services.
- C. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting denied services for resubmission as needed.

3. INVOICING

- A. Contractor shall invoice County for services monthly, in arrears, in the format directed by County. Invoices shall be based on claims entered into the County's billing and transactional database system for the prior month.
- B. Invoices shall be provided to County within 15 days after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days.
- C. Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the County's billing and transactional database multiplied by the service rates in Attachment B.
- D. County's payments to Contractor for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 5, Section 6.

4. ADDITIONAL FINANCIAL REQUIREMENTS

- A. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
- B. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.
- C. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.
- D. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

5. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS [IF APPLICABLE]

- A. Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.
- B. Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.

6. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES

- A. If County determines that Contractor is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.
- B. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by contract number, contract amount, contract period, and the amount expended during the fiscal year by funding source.
- C. Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director or designee. The Director or designee is responsible for providing the audit report to the County Auditor.
- D. Contractor must submit any required corrective action plan to the Department simultaneously with the audit report or as soon thereafter as it is available. The Department shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

ATTACHMENT H

**AGREEMENT BETWEEN
LASSEN COUNTY
AND
DAVIS GUEST HOME, INC.**

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION

CONTRACTOR shall be responsible for complying with lobbying restrictions and disclosure certification per Section 1352 of the 31, United States Code.

I. Certification and Disclosure Requirements

A. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or sub-grant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall inform LCBH that the recipient has not made, and will not make, any payment prohibited by II. Prohibition of this provision.

B. Each recipient shall file a disclosure if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under II. Prohibition of this provision if paid for with appropriated funds.

C. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person. An event that materially affects the accuracy of the information reported includes:

- i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
- iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

D. Each person (or recipient) who requests or receives from a person of this provision a contract or agreement, subcontract, grant or sub-grant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

II. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.