



LASSEN COUNTY

Health and Social Services Department

- **HSS Administration**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8128
- **Grants & Loans Division**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-2683
- **Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251-8108 / 8112
Chestnut Annex
1400-A & B Chestnut Street
Susanville, CA 96130
(530) 251-8112
- **Patients' Rights Advocate**
1616 Chestnut Street
Susanville, CA 96130
(530) 251-8322
- **Public Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- **Environmental Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- **Public Guardian**
720-A Richmond Road
Susanville, CA 96130
(530) 251-8337
- **Community Social Services**
Lassen WORKS
P. O. Box 1359
720 Richmond Road
Susanville, CA 96130
(530) 251-8152
Business & Career Network
1616 Chestnut Street
Susanville, CA 96130
(530) 257-5057
Child & Family Services
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8277
Adult Services
720 Richmond Road
Susanville, CA 96130
(530) 251-8158
- **HSS Fiscal**
P. O. Box 1180
Susanville, CA 96130

Date: January 16, 2018

To: Chairman
Lassen County Board of Supervisors

From: Barbara Longo, Director
Health & Social Services

Subject: Agreement with Debbie Rives, M.S.W. for Fiscal year 2017/2018

Background:

The agreement with Debbie Rivas will provide second level after-hours behavioral health crisis response services for the Behavioral Health division of the Health & Social Services Department.

Fiscal Impact:

There is no impact to County General Fund. Costs for these services will be paid for with Mental Health Realignment and MHSA funds and, where appropriate, reimbursed through Medi-Cal.

Action Requested:

1) Approve the Agreement, and 2) authorize the County Administrative Officer to execute the agreement.



**AGREEMENT BETWEEN LASSEN COUNTY
AND
DEBBIE RIVES, M.S.W.**

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and Debbie Rives, M.S.W., an independent contractor, with a principal place of business at 312 Maidu Drive, Chester, CA 96020, (hereinafter "CONTRACTOR").

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

WHEREAS, COUNTY has need for after-hours emergency response and evaluations in accordance with California's Welfare and Institutions Code (WIC) Article 1 [5150]; and,

WHEREAS, COUNTY has need for after-hours response for emotional crisis screening at COUNTY's Juvenile Hall and Adult Detention Facility; and,

WHEREAS, CONTRACTOR desires 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 Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

2. TERM.

The term of the agreement shall be for the period of February 1, 2018 through June 30, 2018.

3. PAYMENT.

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

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

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

COUNTY shall:

- 4.1. Provide program consultation and technical assistance to CONTRACTOR.
- 4.2. Monitor and evaluate CONTRACTOR's performance, expenditures and service levels for compliance with the terms of this Agreement.
- 4.3. Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.
- 4.4. Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds and Medi-Cal

____ County Initials

Page 1

Contractor Initials

DR

AGREEMENT BETWEEN LASSEN COUNTY AND DEBBIE RIVES, M.S.W.

documentation standards.

4.5. Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by CONTRACTOR under this Agreement.

4.6. Review documentation to assure compliance with Medi-Cal documentation standards.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

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

8. ATTACHMENTS.

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

Attachment A – Services
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Business Associate Agreement
Attachment F – Business Associate Addendum
Attachment G – Behavioral Health's Documentation Standards Policy for Contract Providers
Attachment H – Behavioral Health's Access to Services Policy
Attachment I – Sample Invoice and Log
Attachment J – Contractor's Proposal

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

CONTRACTOR
Debbie Rives, M.S.W.

Dated: _____

By: 
Debbie Rives, M.S.W.

COUNTY
County of Lassen

Dated: _____

By: _____
Richard Egan
County Administrative Officer

Dated: 11/10/18

By: 
Barbara Longo, Director
Health and Social Services

Approved as to form:

Robert M. Burns
Lassen County Counsel

Dated: 11/9/2018

By: 
Andrew Haut
Attorney for County Counsel

ATTACHMENT A

AGREEMENT BETWEEN LASSEN COUNTY AND DEBBIE RIVES, M.S.W.

SCOPE OF SERVICES

A.1. SCOPE OF SERVICES AND DUTIES

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

A.1.1. Emergency Services

- A.1.1.1. Provide after-hours, on-site, in-person, emergency mental disorder response and assessments in accordance with California's Welfare and Institutions Code (WIC) Article 1 [5150] at the Emergency Department at Banner Lassen Medical Center (BLMC).
- A.1.1.2. Respond to BLMC within 60 minutes of a request for an assessment.
- A.1.1.2. Prepare reports related to emergency responses and submit to COUNTY within 24 hours of response.
- A.1.1.3. Arrange for qualified standby staff during absences and times of peak demand. Said staff shall be approved by COUNTY before services are rendered.

A.1.2. Screening

- A.1.2.1. Provide after-hours, on-site, in-person, mental disorder screening at COUNTY's Juvenile Hall as requested by COUNTY.
- A.1.2.2. Provide after-hours, on-site, in-person, mental disorder screening at COUNTY's Adult Detention Facility as requested by COUNTY.

A.1.3. Non-Emergency Services

- A.1.3.1. Maintain a written log of all initial requests for services reflecting the beneficiary's name, date of the request, and initial disposition of the request. Said log shall be provided to COUNTY within 24 hours of service.
- A.1.3.2. Assure chart documentation standards are in compliance with COUNTY's Behavioral Health Department's Documentation Standards Policy for Contract Providers #15-06, which are set forth in Attachment G, attached hereto and incorporated herein by this reference.
- A.1.3.3. Assure 24 hour response standards are in compliance with COUNTY'S Behavioral Health Department's Access to Services #07-03, Revision 4, which are set forth in Attachment H, attached hereto and incorporated herein by this reference.
- A.1.3.4. Participate in training and case staff meetings when requested by COUNTY.

A.2. QUALIFICATIONS OF STAFF (HIRED OR SUBCONTRACTED)

CONTRACTOR's staff shall:

- A.2.1. Possess a minimum of a Master's Degree in Social Work, Marriage and Family Therapy, Registered nurse, Phycologist, Physician Assistant or similar. All necessary documentation shall be provided to COUNTY.
- A.2.2. Receive annual Health Insurance Portability and Accountability Act (HIPAA) training. All necessary documentation shall be provided to COUNTY.
- A.2.3. Be approved by COUNTY to conduct 5150 evaluations, prior to rendering services.

A.3. TIME SERVICES RENDERED

CONTRACTOR shall be available during non-regular working hours (5:00 p.m. to 8:00 a.m.) Monday through Friday, weekends, and holidays, and responds to telephone calls and inquiries from COUNTY.

A.4. MANNER SERVICES ARE TO BE PERFORMED

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

A.5. OPERATIONAL REVIEW

An on-site operational review may be conducted by COUNTY to assure contract compliance.

END OF ATTACHMENT "A"

ATTACHMENT B

AGREEMENT BETWEEN LASSEN COUNTY AND DEBBIE RIVES, M.S.W.

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1. BASE CONTRACT FEE

The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof. The total cost of this Agreement shall not exceed Maximum Contract Amount in Payment Grid, Paragraph B.2.1., below, unless written authorization is issued by COUNTY.

B.2. BUDGET FOR SERVICES

CONTRACTOR shall expend funds only in support of the approved activities contained in this Agreement, not to exceed the following amounts.

B.2.1. Payment Grid

Original Contract Amount - February 1, 2018 - June 30, 2018						
Scope #	Service Description	Funding Source	Unit Type	Rate	Total # Units	Total
A.1.1- A.1.2	Non-Emergency Standby Services	Realignment /MHSA /Medi-Cal	Monthly	\$5,100.00	5	\$25,500.00
A.1.3.1	Non-Emergency Phone Consulting/Data Collection	Realignment/ MHSA/Medi-Cal	Per Hour/ Per Contact/ Per Request	\$50.00	25	\$1,250.00
A.1.3.2	Non-Emergency/Documentation	Realignment /MHSA /Medi-Cal	Per Hour/ Billed at 30 minutes Per Activity	\$50.00	83	\$4,150.00
A.1.3.3	Emergency Mobile Response Services	Realignment /MHSA /Medi-Cal	Per Hour/ Minimum 2 Hour Call Out	\$50.00	540	\$27,000.00
A.1.3.4	Training	Realignment /MHSA /Medi-Cal	Per Hour/ Up to 60 Minutes Travel Per Site	\$50.00	6	\$300.00
A.1.3.5	Travel	Realignment /MHSA /Medi-Cal	Per Hour/ Up to 60 Minutes Travel Per Site	\$50.00	66	\$3,300.00
A.1.3.6	LCBH Coordination Meetings	Realignment /MHSA /Medi-Cal	Per Hour/ Up to 60 Minutes of Travel Per Site	\$50.00	15	\$750.00
A.1.3.7	Non-Emergency Committee Meetings	Realignment /MHSA /Medi-Cal	Per Hour/ Up to 60 Minutes of Travel Per Site	\$50.00	5	\$250.00
Original Contract Amount						\$62,500.00
*Contingent on the availability of funds approved by the Board of Supervisors						

____ County Initials

Page 6

Contractor Initials

DR

AGREEMENT BETWEEN LASSEN COUNTY AND DEBBIE RIVES, M.S.W.

B.2.2. Reimbursement of Expense

COUNTY shall reimburse CONTRACTOR for a monthly flat fee for non-emergency services; a per hour rate for emergency services delivered at Banner Lassen Medical Center; and a per hour rate for screening services provided at COUNTY's Juvenile and Adult Detention Facilities. Paid travel time shall be reimbursed at a maximum of 60 minutes per round trip for emergency and screening services. Time and expenses incurred for meals, lodging, and personal business shall not be reimbursed.

B.3. PAYMENT

CONTRACTOR shall submit to COUNTY within fifteen (15) days after the end of each calendar month an invoice of services rendered. Payment of invoice is contingent upon receipt of Invoice, Detailed Invoice, and Log Sheet, which are set forth in Attachment I, attached hereto and incorporated herein by this reference. Should COUNTY provide any services related to the preparation of the Invoice or Detailed Invoice on behalf of CONTRACTOR, CONTRACTOR shall forfeit 10 percent (10%) of the invoiced billable amount to COUNTY. COUNTY shall make payment within 30 days of receipt of CONTRACTOR's correct and approved invoice.

B.4. AUTHORIZATION REQUIRED

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

END OF ATTACHMENT "B"

ATTACHMENT C

AGREEMENT BETWEEN LASSEN COUNTY AND DEBBIE RIVES, M.S.W.

ADDITIONAL PROVISIONS

- C.1 CONFIDENTIALITY.** CONTRACTOR agrees to maintain adequate medical records of each client served under this agreement as required by law. These records will be maintained in all the strictest confidence as per State law and in accordance with 42 CFR, Part 1 and Article 7 (commencing with Section 5325 of Subchapter 2, Part 1 of Division 5 of the Welfare and Institutions Code.
- C.2 RECORDS ON TERMINATION.** In the event of termination of this Agreement by either party, CONTRACTOR will promptly supply all information necessary for the reimbursement of any outstanding Medi-Cal claims.
- C.3 PATIENTS' RIGHTS.** The parties to this Agreement will comply with all applicable laws, regulations, and state policies relating to patients' rights.
- C.4 CALIFORNIA LICENSING.** CONTRACTOR shall possess a valid California driver's license.
- C.5 DISCRIMINATION.** CONTRACTOR will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, or mental or physical handicap.

CONTRACTOR will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified or handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

- C.6 AUDITS.** The CONTRACTOR agrees to make all of its books and records, pertaining to the goods and services furnished under the terms of this contract, available for inspection, examination or copying by the California Department of Mental Health, United States Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, at all reasonable times at the CONTRACTOR's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least seven years from the close of the California Department of Mental Health's fiscal year in which this contract was in effect.

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.7 UTILIZATION REVIEW DISALLOWANCE.** COUNTY will conduct a monthly utilization review to assure claims submitted meet Medi-Cal documentation standards and California Department of Mental Health performance review protocol standards. COUNTY may conduct up to five test calls each month to assure telephone responses meet quality assurance standards consistent with California Department of Mental Health performance review protocol standards. COUNTY will disallow \$100.00 for each failed test call. COUNTY will review all site specific claims for compliance with Medi-Cal documentation standards. COUNTY will disallow payment of all claims that do not meet Medi-Cal documentation standards.

- C.7 HOLD HARMLESS.** The CONTRACTOR agrees to hold harmless both the State of California and Medi-Cal beneficiaries in the event the COUNTY cannot or will not pay for services performed by the CONTRACTOR pursuant to this contract.
- C.8 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.
- C.9 COMPUTER TECHNOLOGY.** CONTRACTOR will, as required, utilize available technology as prescribed by COUNTY for invoices, documentation and log entry.

END OF ATTACHMENT "C"

ATTACHMENT D

AGREEMENT BETWEEN LASSEN COUNTY AND DEBBIE RIVES, M.S.W.

GENERAL PROVISIONS

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

- D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
- D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
- D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
- D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.
- D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
- D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.
- D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.
- D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.
- D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or

obligate the COUNTY any way without the written consent of the COUNTY.

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

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

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

D.5 INSURANCE.

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

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

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

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

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

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

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

D.5.4 Except for automobile liability insurance, the insurance shall name the COUNTY and

COUNTY's officers, employees, agents and independent contractors as additional insureds and shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

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

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

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. COUNTY shall not be liable for, and contractor shall defend and indemnify COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by

the concurrent negligent act, error or omission, whether active or passive of County Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

- D.7 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.
- D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.
- D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.12 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.
- D.13 TERMINATION.**
- D.13.1** COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:
- D.13.1.1** CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

- D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.
- D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.
- D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.
- D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.
- D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.
- D.19 MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

- D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.
- D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

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

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

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

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

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

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

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission

implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

- D.36 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.
- D.37 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.
- D.38 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:
- If to "COUNTY": Barbara Longo, Director
County of Lassen Department of Health and Social Services
336 Alexander
Susanville, CA 96130
- If to "CONTRACTOR": Debbie Rives, M.S.W.
312 Maidu Drive
Chester, CA 96020
- 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 DEBBIE RIVES, M.S.W.

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made effective the _____ day of _____, 20____, by and between LASSEN COUNTY, a political subdivision of the State of California, hereinafter referred to as "Covered Entity", Debbie Rives M.S.W., hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

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

- A. Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1966, Public Law 104.191, known as the "the Administrative Simplification provisions," direct the Department of Health and Social 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 Social 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 Debbie Rives, M.S.W., 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 Debbie Rives, M.S.W.
 - 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 Social 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 2.9 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 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 DEBBIE RIVES, M.S.W.

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 Debbie Rives, M.S.W., 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 or 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
DEBBIE RIVES, M.S.W.
BEHAVIORAL HEALTH'S
DOCUMENTATION STANDARDS FOR CONTRACT PROVIDERS
BH 15-06

POLICY NAME: Documentation Standards for Contract Providers

POLICY NUMBER: BH 15-06

EFFECTIVE DATE: 04-29-15

SUPERSEDES:

Prepared by:

Scott Nordstrom

Department Approval:

Quality Oversight Approval:

Health and Social Services Approval:



PURPOSE AND SCOPE

The purpose of this Policy and Procedure is to ensure that all Contract Providers are in compliance with the documentation standards requirements as per title 9 regulations (CCR, title 9, chapter 11, sections 1810.110(a), 1810.435(a)(b)(4) and (c)(7), 1840.112, and 1840.314).

POLICY STATEMENT

It is the policy of Lassen County Behavioral Health that all services provided by Contract Providers are documented and do meet the documentation standards requirements as per title 9 regulations (CCR, title 9, chapter 11, sections 1810.110(a), 1810.435(a)(b)(4) and (c)(7), 1840.112, and 1840.314). Furthermore, such documentation is reviewed by Lassen County Behavioral Health for compliance with title 9 regulations (CCR, title 9, chapter 11, sections 1810.110(a), 1810.435(a)(b)(4) and (c)(7), 1840.112, and 1840.314).

PROCEDURES

Lassen County Behavioral Health maintains current written contracts with all utilized Contract Providers. All such written contracts include specific language that Contract Providers provide written documentation of all Medi-Cal reimbursable services and that all such documentation are in compliance with the documentation standards requirements as per Title 9 regulations (CCR, title 9, chapter 11, sections 1810.110(a), 1810.435(a)(b)(4) and (c)(7), 1840.112, and 1840.314).

All Contract Providers are required to submit all documentation in a timely manner to Lassen County Behavioral Health. LCBH reviews all such documentation for

ALL POLICIES ARE SUBJECT TO REVISION AT ANY TIME

This policy supersedes any previous policy, rule, or regulation approved by Health and Social Services

____ County Initials

Page 29

Contractor Initials

DR

AGREEMENT BETWEEN LASSEN COUNTY AND DEBBIE RIVES, M.S.W.

compliance with documentation standards requirements. LCBH denies payment for any documentation not meeting documentation standards requirements.

ALL POLICIES ARE SUBJECT TO REVISION AT ANY TIME

This policy supersedes any previous policy, rule, or regulation approved by Health and Social Services

____ County Initials

Page 30

Contractor Initials

D E

AGREEMENT BETWEEN LASSEN COUNTY AND DEBBIE RIVES, M.S.W.

ATTACHMENT H
AGREEMENT BETWEEN LASSEN COUNTY
AND
DEBBIE RIVES, M.S.W.

BEHAVIORAL HEALTH'S
ACCESS TO SERVICES
BH 07-03, REVISION 4

POLICY NAME:	Access to Services
POLICY NUMBER:	07-03 Revision 4
EFFECTIVE DATE:	03-01-2015
SUPERSEDES:	Rev. #2 4-07-09, Rev. #3 3-1-12

Prepared by:

Tiffany Armstrong

Department Approval:

Samela Khosro

Quality Oversight Approval:

Nancy Lafalle

Health and Social Services Approval:

Melody Brawley

PURPOSE AND SCOPE

The purpose of this policy is to detail eligibility and to describe the services provided by the Department. The ability to ensure timely accessibility and appropriate utilization of services is a responsibility that Lassen Behavioral Health (LCBH) is committed to fulfill. Lassen County Behavioral Health manages resources in a manner that ensures all individuals requesting planned services will receive an initial registration, screening, intake and orientation and then assessment.

PROCEDURES

1. Registration/Screening:
 - A. All new clients may access behavioral health services by requesting services in person at the Lassen County Behavioral Health (LCBH) clinic, by calling the local or toll free number, or submitting a written request for services. Referrals may also come from significant others representing the client or by provider request on behalf of the client.
 - B. New client can call toll free telephone number 24 hours a day seven days a week, with language line capability. The toll free number will provide information about how to access behavioral health services, what to do if they are experiencing an urgent condition, and how to use the beneficiary problem resolution and fair hearing process.

ALL POLICIES ARE SUBJECT TO REVISION AT ANY TIME

This policy supersedes any previous policy, rule, or regulation approved by Health and Social Services

____ County Initials

Page 32

Contractor Initials

DR

AGREEMENT BETWEEN LASSEN COUNTY AND DEBBIE RIVES, M.S.W.

- C. The receptionist is generally the first point of contact and responds to request for behavioral health services by determining if the request is emergent, urgent, or routine.
- D. Lassen Country Behavioral Health provides same day walk in registration/screening (Monday-Friday 8am-4pm Saturday 8am-11:00 am).
- E. When it is determined that a request for services is made, the receptionist will:
 - 1. Obtain from the client basic demographic information
 - 2. Record the required information to complete the Access Log documentation. The Access Log will contain the name of the beneficiary, date of the request and initial disposition of the request
 - 3. Instruct the client complete registration packet information and to provide the Medi-Cal booklet
- F. Registration/Screening staff informs new clients of the services provided and provides them with a Medi-Cal booklet to assure that the client has been informed of beneficiary rights, a provider list (Provider list contains Names of Providers, Locations, Telephone numbers, non-English languages spoken by the current contracted providers, and services etc).
 - 1. Client can also receive a Medi-Cal booklet and provider list upon request at any time.
 - 2. All material will be read to an individual if they have limited reading proficiency.
 - 3. Staff will inform individuals of free interpreting services, how they have the right to free language assistance services and can show they how to access free language assistance services.

2. Intake

- A. All clients are scheduled through the receptionist for a Multi-Cultural/Clinical Intake Assessment with the Intake Services staff person. (Clients may require a combination of visits, possibly individual and collateral.). The Intake Assessment requires a face-to-face contact with the client and may include family or significant other. An Assessment may be continued via phone if there has been a face-to-face contact.

ALL POLICIES ARE SUBJECT TO REVISION AT ANY TIME

This policy supersedes any previous policy, rule, or regulation approved by Health and Social Services

____ County Initials

Page 33

Contractor Initials

DR

AGREEMENT BETWEEN LASSEN COUNTY AND DEBBIE RIVES, M.S.W.

- B. Intake staff at the conclusion of the assessment process shall inform the client if they meet medical necessity or not and the process of being assigned a provider through the Multidisciplinary Team. The client will be informed by Intake staff if the client does not meet medical necessity and a NOA needs to be issued.
 - C. If client meets medical necessity, intake staff will complete a 60-day initial treatment plan until the assigned provider can create a comprehensive treatment plan. Behavioral Health has (60) day's to complete client plans after the initial intake appointment. However, behavioral health strives to complete the client plan within (30) days of the initial appointment. Once assigned a provider, the provider will contact the client to schedule their first appointment.
3. Review Procedures:
- A. LCBH Access Team (Team 3) convenes on a regularly scheduled basis. The Access Team staff representation consists of the Intake Staff, Clinician (licensed/waivered), case managers, medication support staff, Clinical supervisor and a clerical representative.
 - B. Access Team responsibilities include review of Intake Assessments and other relevant information to review recommendations of medical necessity, appropriate services and the length of time to receive services. Individuals with Co-Occurring issues (SUD/MH) will be referred to the Co-Occurring Team for services in order to complete assessments utilizing ASAM criteria for substance use/disorders.
 - C. Access Team will recommend which team/services are appropriate to meet the client's needs. Each team will assign specific service providers (clinicians, and/or case manager' etc.). On cases where there is concern regarding medical necessity or appropriate services, the supervising therapist will contact LCBH psychiatrists for review.
 - D. Clients with existing Behavioral Health (BH) admissions: If a client is returning within the year, they need to update their information and be given an appointment with the intake staff for re-assessment. If they have been out of services for a year or more they must do a re-assessment.

ALL POLICIES ARE SUBJECT TO REVISION AT ANY TIME

This policy supersedes any previous policy, rule, or regulation approved by Health and Social Services

____ County Initials

Page 34

Contractor Initials

DR

AGREEMENT BETWEEN LASSEN COUNTY AND DEBBIE RIVES, M.S.W.

- E. Clients with existing Substance Use Disorder (SUD) admissions: If a client has an open admission, clerical will schedule an appointment with SUD counselor. Any SUD client who has been closed (no contact after 30 days) must complete new registration paperwork, re-intake & refer to a SUD counselor for assessment.
4. Access / Emergency or Urgent Conditions
- A. The Lassen County Behavioral Health Plan ensures that behavioral health services are available to treat emergency or urgent conditions 24 hours per day, 7 days per week, 365 days per year. Consumers who present with emergency or urgent conditions will be seen within two hours. Authorizations to treat emergency or urgent conditions are not required.
- B. Emergency or Urgent Conditions During Clinic Hours: Consumers with emergency or urgent conditions may access behavioral health services by calling LCBH at (530) 251-8108 or toll free at (888) 530-8688. Consumers may also come directly to the behavioral health facility at 555 Hospital Lane, Susanville, during normal business hours. It is not necessary to schedule an appointment for emergency or urgent conditions.
- C. Emergency or Urgent Conditions After Clinic Hours: During hours in which the clinic is not open, consumers with emergency or urgent conditions may contact the LCBH on-call service by calling either (530) 251-8108 or (888) 530-8688. The crisis line worker will assess emergency or urgent conditions occurring during hours of clinic non-operation, conduct 5150's, make appropriate referrals, and provide necessary follow-up behavioral health information.
- D. Out-of-County Emergency or Urgent Conditions: Medi-Cal beneficiaries who are out-of-county and need care for emergency or urgent behavioral health conditions may call (530) 251-8108 or (888) 530-8688 for referral information. These numbers may be used 24 hours a day, 7 days a week. Out of county providers may use the same numbers. LCBH does not require authorizations to treat emergency or urgent conditions.

ALL POLICIES ARE SUBJECT TO REVISION AT ANY TIME

This policy supersedes any previous policy, rule, or regulation approved by Health and Social Services

____ County Initials

Page 35

Contractor Initials

DR

AGREEMENT BETWEEN LASSEN COUNTY AND DEBBIE RIVES, M.S.W.

ATTACHMENT I
AGREEMENT BETWEEN LASSEN COUNTY
AND
DEBBIE RIVES, M.S.W.
INVOICE AND LOG SHEET

____ County Initials

Page 36

Contractor Initials

D R

AGREEMENT BETWEEN LASSEN COUNTY AND DEBBIE RIVES, M.S.W.

Contractor
Address
City/State/Zip

Invoice Month:	
Invoice Date:	

Bill To:

Lassen County
Behavioral Health
555 Hospital Lane
Susanville, CA 96130

INVOICE

Description	Quantity	Rate	Total
Base Fee			
Mental Health	1	\$ -	\$ -
MHSA	1	\$ -	\$ -
Total for Base Fee	1		\$ -
On-Call Hours*			
Mental Health	0.00	\$ 50.00	\$ -
MHSA - Juvenile Hall (Screening)	0.00	\$ 50.00	\$ -
Adult Detention Facility	0.00	\$ 50.00	\$ -
Meetings	0.00	\$ 50.00	\$ -
Total for On-Call Hours	0.00		\$ -
TOTAL			\$ -

* Invoice Detail provides breakdown of hours per staff member.

Details for Invoice Month of:						
Base Fee (Non-Emergency Services)						
Description	Minutes	Quantity	Rate	MH Total	MHSA Total	
Mental Health						
MHSA						
Total for Base Rate				\$	-	\$ -
On-Call Hours (Emergency Services)						
Description	Minutes	Quantity	Rate	MH Total	MHSA Total	
Name:						
Mental Health		0.00	\$ 50.00	\$ -		
MHSA - Juvenile Hall (Screening)		0.00	\$ 50.00		\$ -	
Adult Detention Facility		0.00	\$ 50.00	\$ -		
Meetings		0.00	\$ 50.00	\$ -		
Total for Staff				\$	-	\$ -
Description	Minutes	Quantity	Rate	MH Total	MHSA Total	
Name:						
Mental Health	0.00	0.00	\$ 50.00	\$ -		
MHSA - Juvenile Hall (Screening)	0.00	0.00	\$ 50.00		\$ -	
Adult Detention Facility		0.00	\$ 50.00	\$ -		
Meetings		0.00	\$ 50.00	\$ -		
Total for Staff				\$	-	\$ -
Description	Minutes	Quantity	Rate	MH Total	MHSA Total	
Name:						
Mental Health		0.00	\$ 50.00	\$ -		
MHSA - Juvenile Hall (Screening)		0.00	\$ 50.00		\$ -	
Adult Detention Facility		0.00	\$ 50.00	\$ -		
Meetings		0.00	\$ 50.00	\$ -		
Total for Staff				\$	-	\$ -
Description	Minutes	Quantity	Rate	MH Total	MHSA Total	
Name:						
Mental Health		0.00	\$ 50.00	\$ -		
MHSA - Juvenile Hall (Screening)		0.00	\$ 50.00		\$ -	
Adult Detention Facility		0.00	\$ 50.00	\$ -		
Meetings		0.00	\$ 50.00	\$ -		
Total for Staff				\$	-	\$ -
Description	Minutes	Quantity	Rate	MH Total	MHSA Total	
Name:						
Mental Health		0.00	\$ 50.00	\$ -		
MHSA - Juvenile Hall (Screening)		0.00	\$ 50.00		\$ -	
Adult Detention Facility		0.00	\$ 50.00	\$ -		
Meetings		0.00	\$ 50.00	\$ -		
Total for Staff				\$	-	\$ -
Total for On-Call Hours				\$	-	\$ -
GRAND TOTAL				\$	-	\$ -

ATTACHMENT J
AGREEMENT BETWEEN LASSEN COUNTY
AND
DEBBIE RIVES, M.S.W.
CONTRACTOR'S PROPOSAL

____ County Initials

Page 40

Contractor Initials

Dr

AGREEMENT BETWEEN LASSEN COUNTY AND DEBBIE RIVES, M.S.W.

**CRISIS INTERVENTION SERVICES LASSEN COUNTY
RFP No. HSS-2017-02**

**Lassen County Health and Social Services
Administration Office**

RFP No. HSS-2017-02

**Attn: Cynthia Raschen
1445 Paul Bunyan Road
Susanville, CA 96130**

EXHIBIT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

County of Lassen
Health and Social Services

RFP No. HSS-2017-02
Provision of Behavioral Health Crisis
Intervention Services

RFP No.:	HSS-2017-02
RFP Issue Date:	October 17, 2017
RFP Submission Deadline:	November 16, 2017

Proposals must be enclosed in a sealed envelope or package, clearly marked "Crisis Intervention Services Lassen County RFP No. HSS-2017-02" and delivered by **4:30 p.m. (Pacific Daylight Time, Thursday November 16, 2017)**, to: County of Lassen's Health and Social Services Administration Office; Lassen County RFP No. HSS-2017-02; Attn: Cynthia Raschein; 1445 Paul Bunyan Road; Susanville, CA 96130.

Questions regarding this RFP should be directed to:

Cynthia Raschein
(530) 251-8260
craschein@co.lassen.ca.us

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Firm Authorized Representative

Company Name: Debbie Rives-Independent Contractor Date: November 15, 2017
Representative: Debbie Rives Title: Independent Contractor
Address: 312 Maidu Drive
Chester, CA 96020
Phone: (530) 259-2420 Fax: _____
Federal Tax ID No.: 558-04-4381 Email: drives1975@hotmail.com

RFP Contact Information (if different then above)

Contact Person: _____ Title: _____
Email Address: _____
Address: _____

Phone: _____ Fax: _____

Certifications:

1. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.
- ☒ YES ☐ NO
2. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?
- ☒ YES ☐ NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

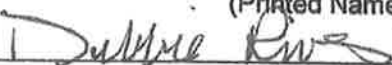
Authorized Representative:	Debbie Rives
	(Printed Name)
Signature:	
Date:	November 15, 2017

EXHIBIT B

PROPOSAL CHECKLIST/TABLE OF CONTENTS

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Exhibit A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Proposal Check List/Table of Contents	Page No.
Proposal Summary and Statement of Responsibility (Signature Page), signed by authorized representative (Exhibit A)	Exhibit A Pages 15-17
Proposal Check List/Table of Contents (Exhibit B)	Exhibit B Page 18
Program Narrative	1
Individual/Organization Capacity (including résumés)	Attachment A
Letters of Support	Optional
Budget Template and Narrative (Exhibit C)	7

DEBBIE RIVES
312 Maibu Drive
Chester, CA 96020

INDEPENDENT CONTRACTOR
(530) 259-2420
(530) 941-5506

PROGRAM NARRATIVE

Provider Qualifications and Experience

The provider, Debbie Rives who will be primarily responsible for the clinical direction of services has attached her resume for review. This provider has a Bachelor of Science Degree in Criminal Justice Administration with a concentration in Corrections from San Jose State University and a Master's Degree in Social Work with a concentration in Mental Health from California State University, Sacramento.

Debbie Rives has worked as an independent sub-contractor for vendors serving Lassen County Behavioral Health (LCBH) On-Call Crisis Services since 1998. Services provided from August 1998 through December 2004 involved Mental Health and Substance Abuse Crisis Response to Lassen County Adult Detention Facility, Lassen County Juvenile Detention Facility, and Lassen Community Hospital. Additional services provided during this period involved the handling of after-hours crisis line calls that were received from the community during non-operational periods for the Lassen County Mental Health Department.

Beginning in May of 2011 to present, Debbie Rives continues to work as an independent contractor for the vendor serving LCBH for On-Call Crisis Response Services. These services include crisis interventions, detox assessments, 5150 evaluations, securing placement of in-patient psychiatric hospitalizations, arranging of transportation to detox and psychiatric facilities, arranging of lodging and food services for LCBH clients, documentation, scheduling, coordination for follow-up with departmental staff, and referrals to appropriate community outpatient mental health and substance abuse services as needed. Crisis responses for mental health and detox services for this period were directed to the Lassen County Adult Detention Facility, Lassen County Juvenile Detention Facility, and Banner Lassen Medical Center.

Debbie Rives has coordinated services for Lassen County Behavioral Health clients for over 13 years with various Health and Human Service Programs and has conducted crisis responses for law enforcement, corrections, and emergency medical staff as requested during non-operational hours for Lassen County Behavioral Health. She has been a contractor for primarily two vendors during this period serving LCBH. The first vendor was Karen Dieter, LCSW who is a private therapist in Lassen County (530) 257-6411. The second vendor was Bill Graf, MFC who has contracted with LCBH for the past 12 years for on-call crisis response services (530) 257-9266.

In addition to the academic training and field experience, Debbie Rives has also received various 5150 and crisis trainings through the Lassen County Behavioral Health Department in order to maintain currency in standards, policies, and methods of operation. Debbie Rives also has 27 years of experience in the public sector working with various community populations consisting of child abuse victims, adult probationers, and juvenile probationers. Her experience consists of field supervision, investigations, interviewing, court report writing, grant writing, grant administration, program development and implementation, project management, budgeting, personnel management, and administrative oversight. Her former positions included Lassen County Social Worker, Lassen County Probation Officer, Lassen County

Assistant Chief Probation Officer, Lassen County Chief Probation Officer, Corrections Standards Authority Field Representative, Corrections Standards Authority Deputy Director of Standards and Training for Corrections, and Executive Director of the Corrections Standards Authority.

Plan for Service Provision

This vendor has been engaged in the delivery of crisis intervention services for over thirteen years for LCBH. These services have allowed the community access to crisis intervention, in-patient care, transportation, lodging and food when it is needed during non-operational hours for LCBH. This proposal would continue the delivery of these services without interruption in the most effective and comprehensive way to improve the quality of life for those individuals in need. The continued delivery of these services also aides the law enforcement community and health community by providing options of care for these entities when emergencies arise after normal operational hours for LCBH. This vendor reserves the right to terminate contractual services for any reason provided a 30 day written notice is given to LCBH. The following service areas listed below will be provided by this vendor in order to be able to respond to emergencies and maintain the continuity of care for the Lassen community in conjunction with the mission of LCBH.

Telephone Service:

This vendor will provide telephone consultation services to the LCBH Crisis Support Services Contractor as needed and within their scope of duties. This vendor will not be the first level of after-hours crisis response under this proposal. If these services are needed at a later date due to the loss of the current crisis support contractor, this vendor may consider providing these services but the scope and cost for these activities would need to be negotiated with LCBH. This vendor has over six years of experience in providing support to the current crisis support services contractor and has over six years of experience providing this service independently for LCBH.

This vendor will coordinate with the Crisis Support Services Contractor in mobile crisis response calls, assist with in-patient facility contacts, and coordinate access to services for clients utilizing county transportation.

If the the first level of services are needed at a later date, this vendor would be involved in the initial phone contact and assess the client's current needs. This vendor and staff would determine if the current crisis places the client at risk of harming themselves or others. If this is determined to be of imminent danger, the client would be referred to Banner Lassen Medical Center for an evaluation. Client's can either be brought to the medical facility by family or friends or if needed law enforcement is contacted to assist to ensure the safety of the individual.

If the crisis is determined not to be of imminent danger, this vendor or on-call staff workers would utilize intervention skills to elicit options for the client to lessen the crisis and develop a plan in identifying warning signs, utilizing coping skills, identifying and developing support settings, or following up with available out-patient services.

Mobile Crisis Service:

This vendor will provide mobile crisis services for LCBH during non-operational hours which will consist of evenings, weekends, and County holidays. This vendor will provide on-site crisis

intervention for individuals referred by law enforcement, Banner Lassen Medical Center, Lassen County Adult Detention Facility, and/or Lassen County Juvenile Detention Facility. This vendor and on-call staff will respond to the designated locations approved by LCBH within 60 minutes.

Mobile Crisis Services will include crisis intervention, risk assessment of individuals that may be a danger to self or others or gravely disabled and are in need of in-patient hospitalization. These services will also include the implementation of a 5150 hold and assist law enforcement in identifying the criteria required to detain an individual under this statute. Mobile Crisis Services will also include detox assessment and the coordination of transportation services for clients requiring placement in psychiatric or detox facilities. These services also include advisement, referral, and arrangement for follow-up with out-patient mental health and/or substance abuse services for identified clients. Mobile Crisis services also provides temporary lodging and food for clients in need and facilitates access to out-patient care such as the Rebound Program offered through LCBH.

Generally, a crisis response is initiated by a telephone call from law enforcement, Banner Lassen Medical Center, Lassen County Adult Detention Facility, or Lassen County Juvenile Detention Facility. This call is reviewed by the worker with the caller to determine the circumstances of the crisis and whether an immediate response is required. If the call is from one of the detention facilities, a response is made directly to that facility. If law enforcement is bringing a client to the local hospital, the on-call staff will ascertain if the client is in custody or under a 5150 hold. If this is the situation, an immediate response is made to the hospital. If the client is under the influence and is not in custody, a response will be made once a medical clearance has been completed.

Following a response to a facility, the on-call worker will conduct a risk assessment using safety evaluation questions and complete a mental status exam of the client. The on-call worker will determine during this interview whether the client meets the criteria for a 5150 hold. If a 5150 hold is required, the on-call worker will complete their detainment advisement to the client and document the circumstances that called this person to their attention and list the facts and observations as to why there is probable cause to believe that this individual is a danger to self or others, or is gravely disabled as a result of a mental health disorder.

The on-call worker will then consult with the medical doctor and obtain the physician's report indicating medical clearance and compile a packet for submission to in-patient psychiatric facilities for review and placement acceptance. This placement packet consists of the 5150 form, on-call workers assessment, hospital face sheet, and medical report. The on-call worker will call contracted facilities and ascertain their availability and fax packets to those facilities for placement consideration and upon acceptance arrange transportation for the client. The on-call worker will then complete the required LCBH documents such as progress note, crisis risk assessment, access log, service episode form, etc. and deliver the materials to LCBH for follow-up.

If a client does not meet 5150 criteria, the on-call worker will discuss strategies and coping skills to assist the client. The on-call worker will advise of available out-patient services and refer them to the Rebound Program if applicable. The on-call worker will develop a safety plan and a no-harm contract as needed with the client and arrange social supports if available. The on-call worker will then document their activities as listed above and deliver the materials to the LCBH office upon completion.

This vendor has the experience of providing the services indicated above for over thirteen years. This vendor and on-call staff workers are knowledgeable in the requirements and duties involved in the delivery of these crisis activities and have the necessary skills to provide the highest level of care to the community for LCBH during after-hours.

Documentation:

Personnel:

This vendor will maintain written documentation of qualifications, references, proof of professional liability insurance, training, and background checks on all on-call staff workers. This information will be on file with the vendor and upon written request by LCBH will be provided for review. LCBH will be responsible for Live Scan of all on-call staff workers and the maintenance of those records and updates. The final results as to clearance or failure of this system check will be shared with the vendor by LCBH so that appropriate hiring or termination actions can be taken with regards to on-call staff.

Clinical:

This vendor and all on-call staff will document crisis contact information on each client seen on the required LCBH forms. These forms will be supplied by LCBH and this vendor will be notified of all updates and changes involving these activities. This vendor and on-call staff will provide a phone message following all crisis responses to the LCBH designee to ensure continuity of care and follow-up services for clients contacted in crisis. Documentation will be submitted to the LCBH office by the vendor and on-call staff on all crisis contacts and follow-up services in a timely manner and whenever possible by the next day of operation unless otherwise arranged.

This vendor and all on-call staff will have internet access and computer skills if the County enlists a secure web-based electronic system for documentation. LCBH will be responsible for providing the access and training for this system once implemented by the County and all on-call staff will be required to attend such training(s) as needed.

Programmatic:

This vendor will collect general data such as number of responses, type of response, date of response, and type of client (adult/minor) on the mobile response activities of all on-call staff workers and agrees to share this data with LCBH to ensure efficient delivery of crisis services to the community. Upon written request, this vendor agrees to provide this data and assist LCBH with the analysis of this information limited to the scope of the services provided in this proposal.

Staffing Plan and Qualifications

This vendor will be responsible for the hiring, training, scheduling, and supervising of on-call staff. Schedules will be completed monthly and delivered to LCBH for disbursement to those entities utilizing on-call crisis services. On-call workers will be scheduled for specific days of the month and will be available by home or cell phone for responses to designated service locations.

Staffing Plan:

The staffing plan will consist of the primary vendor servicing 60% of the shifts each month and a minimum of two other on-call staff workers covering the remaining 40% each month. The scheduled shift days will change from month to month for workers based on availability. The vendor reserves the right to review and make changes in shifts and workers with LCBH as needed throughout the contractual period.

This service covers non-operational days which include evenings, weekends, and County holidays. Weekends and County holidays will be covered on a 24 hour basis and the weekdays will be covered from 5 pm to 8 am of the following day. Coverage by on-call staff will begin at 12 am on scheduled dates.

All on-call staff will be required to contact the vendor directly of the inability to cover a scheduled shift in the case of illness or emergency absence. The vendor will be responsible to schedule another on-call worker to cover the shift due to the emergency absence or the vendor will cover the shift as needed. If circumstances prevent the vendor from responding due to unforeseen reasons, the vendor will be required to notify LCBH immediately.

Staff Qualifications:

The staff will consist of individuals that are licensed/waivered mental health professionals that possess a master's degree from an accredited college or university with major course work in social work, psychology, or a related field. Licensed professionals such as Psychologists, LCSW, MFC, or Registered Nurses who have licensure in their respected fields may also be utilized. A minimum of one year of experience working in the behavioral field is desirable.

Staff will be required to provide proof of professional liability insurance coverage to the vendor prior to providing contracted services and a copy of those declarations will be on file with the vendor. Staff will be required to provide a resume, letters of reference, and proof of educational completion which will be maintained on file by the vendor.

Job Description:

A sample job description is attached for review identifying the minimum qualifications, job duties, and scope of services for participating contracted service providers.

Staff Orientation and Training:

Contracted staff will be provided a minimum of 40 hours of orientation consisting of classroom and/or practical training within three months of delivering services in the field independently. This training will include an overview of the 5150 process, documentation procedures, forms, LCBH policy and procedures for Crisis Services, orientation to service delivery areas, and practical training application of services under the supervision of the vendor. This training will be documented by the vendor and will be available for review by LCBH.

The vendor and contracted staff will also participate annually in the 8 hour course for 5150 update training provided by LCBH. The vendor and contracted staff may also participate in related community trainings provided by LCBH as identified and offered by LCBH. These trainings will also be documented by the vendor and will be available for review by LCBH.

Clinical Supervision:

Clinical Supervision will be provided by the vendor who is a licensed/waivered mental health professional. This supervision will be provided to all on-call staff and will consist in the monthly review of the contracted staff's hours and documentation. It will also include telephone consultation and crisis response assistance for difficult cases, multiple call-outs, and/or policy and procedure clarifications.

Plan for Coordination

This vendor will work under the umbrella of the County's certification and will submit billings monthly to the Lassen County's Fiscal Office or designee for crisis services rendered by on-call staff as agreed upon within this proposal. Payment for services submitted will be issued to the vendor by the Lassen County's Fiscal Office or designee. On-Call services will be coordinated with LCBH to ensure that case management and oversight of hospital and detox admissions can occur. Listed below are examples of specific areas of coordination that will be provided by this vendor.

Daily Coordination:

This vendor and on-call staff will provide a phone message following all crisis responses to the LCBH designee to ensure continuity of care and follow-up services for clients contacted in crisis. Documentation will be submitted to the LCBH office by the vendor and on-call staff on all crisis contacts and follow-up services in a timely manner and whenever possible by the next day of operation unless otherwise arranged.

Crisis Coordination Meetings:

This vendor or representative will attend monthly crisis coordination meetings as scheduled and requested by LCBH. If attendance is not possible for a selected date, this vendor will provide notice and a summary of those cases being reviewed along with recommendations for any improvements in the delivery of services.

Advisories and Review Committees:

This vendor or representative may participate in LCBH or Health and Human Services advisories or review committees when applicable and when sufficient notice of date and time for these activities has been provided by LCBH.

Budget Narrative

Personnel:

The on-call staff workers are not employees of the county and are independent contractors that will be paid by the vendor in accordance with their agreed upon rates for services rendered.

Contracted Services:

The non-emergency and emergency contracted service rates are listed as follows:

- Non-emergency standby will be at a rate of \$5100 per month.
- Non-emergency telephone consulting services with the crisis line provider will be at a rate of \$50 per hour.
- Non-emergency data collection and summary reviews will be at a rate of \$50 per hour.
- Non-emergency and emergency response documentation will be billed at 30 minutes per client activity or response.
- Emergency mobile crisis response will be at a rate of \$50 per hour with a minimum 2 hour call out.
- Emergency mobile crisis response travel will be billed up to 60 minutes per client response.
- The maximum amount for services addressed within this proposal is \$150,000.

Office Expenses:

Office expenses for these services will be covered by the vendor. However, all faxes and service document copies will be accessed or provided by LCBH or the various service locations such as Banner Lassen Medical Center, Lassen County Adult Detention Center, and Lassen County Juvenile Hall.

All document forms required by LCBH will be supplied to the vendor at no charge and the vendor will be notified of any updates containing these documents. The vendor and on-call staff will be required to have telephone and internet access. LCBH will provide access to their web-based electronic system for documentation once that has been secured and implemented.

Travel/Training:

The vendor and on-call staff will be compensated for attendance at any mandatory or recommended training supplied by LCBH and will be billed at the rate of \$50 per hour. Travel to any training will be billed up to 60 minutes per travel site. LCBH will be responsible for providing training and access to on-call staff to the County's web-based site once this system has been implemented for submission of documentation of crisis contacts.

Meetings:

The vendor and on-call staff will be compensated for attendance at any requested staff or committee meetings by LCBH. Non-emergency committee meetings will be billed at a rate of \$50 per hour. Travel to any required committee meetings will be billed up to 60 minutes per travel site.

EXHIBIT C **BUDGET TEMPLATE AND NARRATIVE**

Applicant

Debbie Rives-Independent Contractor

Detail Budget - CY 2017 through CY2018

Category Item/Service	Quantity (Year 1)	Cost (Year 1)
Personnel		
Contractual Services		
Non-Emergency Standby Services	12 months @ \$5100 per month	\$61,200
Non-Emergency Phone Consulting/Data Collection	\$50 per hour per contact or per request	3,000
Non-Emergency/Emergency Documentation	\$50 per hour billed at 30 minutes per client activity	10,000
Emergency Mobile Response	\$50 per hour with a minimum 2 hour call-out	64,600
Office Expenses		
Travel & Training		
Training		
Travel	\$50 per hour billed up to 60 minutes of travel per site	800
	\$50 per hour billed up to 60 minutes of travel per site	8,000
Other		
LCBH Coordination Meetings		
Non-Emergency Committee Meetings	\$50 per hour billed up to 60 minutes of travel per site	1,800
	\$50 per hour billed up to 60 minutes of travel per site	600

DEBBIE A. RIVES
312 MAIDU DRIVE
CHESTER, CA 96020

(530) 259-2420
(530) 941-5506
drives1975@hotmail.com

Experience Summary

Behavioral Health Crisis Worker-Independent Contractor – 2011-Present Susanville, California

Provides emergency response crisis services to members of the public impacted by mental health and substance abuse issues. These services include crisis intervention and risk assessment of individuals that may be a danger to self or others or gravely disabled due to a mental health disorder. Conducts 5150 evaluations and facilitates placement for client's to in-patient psychiatric facilities or detox services. Advises and refers individuals of out-patient services and arranges temporary lodging, food, and transportation for clients as needed. Documents client observations and activities and provides this information to mental health professionals for follow-up and continuity of care.

Executive Director-Corrections Standards Authority – 2010-2011-Retired Sacramento, California

Provided oversight for four divisions within the agency that promoted public safety by formulating policies to ensure the safe operation of state and local correctional facilities. Administered and managed federal and state grants provided to local correctional agencies throughout California. Formulated regulations, policies, procedures and guidelines on various correctional issues facing state and local agencies. Acted as California's State Commissioner on Interstate Compact for Juveniles. Provided data, bill analyses, analytical studies, and alternatives concerning correctional issues to the California Legislature and Governor's Office.

Deputy Director-Corrections Standards Authority – 2005-2010 Sacramento, California

Supervised and managed divisional objectives. Conducted job analysis of correctional entry-level positions and developed minimum qualifications and knowledge and skill requirements statewide. Provided oversight of research activities and audit operations. Acted as departmental representative to the Chief Probation Officers of California and the California Sheriff's Association. Conducted complex organizational studies and needs assessments.

Field Representative-Corrections Standards Authority – 2004-2005 Sacramento, California

Advised, consulted, and provided technical assistance to state and local agencies. Trained state and local corrections agencies on minimum standards and effective methods for compliance. Conducted local audits to ensure agency compliance with state

Attachment A

____ County Initials

Page 54

Contractor Initials

DR

DEBBIE A. RIVES
312 MAIDU DRIVE
CHESTER, CA 96020

(530) 259-2420
(530) 941-5506
drives1975@hotmail.com

standards. Conducted presentations and agenda items for board meetings, task groups, and stakeholder conferences.

Chief Probation Officer-Lassen County — 2004
Susanville, California

Administered and managed daily operations and departmental budgets for Adult and Juvenile Divisions and the Juvenile Detention Facility. Provided oversight of hiring, performance evaluation, termination, training, and supervision of personnel. Provided departmental updates to the Superior Court Judge, CAO, and Board of Supervisors. Ensured compliance of grant assisted programs and reviewed and evaluated the implementation and development of correctional programs by the department.

Acting Chief Probation Officer-Lassen County — 2002-2004
Susanville, California

Responsible for oversight of Adult and Juvenile operations and Juvenile Detention Facility. Developed departmental strategic plan and implemented and evaluated service programs within both divisions. Developed and implemented departmental policies and procedures. Developed department budget and provided oversight of divisional expenditures. Acted as department liaison with the community, county departments, Board of Supervisors and the Courts.

Assistant Chief Probation Officer-Lassen County — 1998-2002
Susanville, California

Responsible for the oversight of field operations and development of department's work plan. Implemented and administrated departmental policies and procedures. Preparation and oversight of the department's budgets. Coordinated planning, development, and program implementation. Supervision of staff and operations. Department Grant Writer and representative and liaison between outside agencies and the courts.

Mental Health Crisis Worker-Independent Contractor — 1998-2004
Susanville, California

Responsible for emergency calls, crisis response, risk assessments, case documentation, coordination of local and regional resources, and conducted 5150 evaluation and arranged involuntary commitments to psychiatric facilities.

Deputy Probation Officer II-Lassen County — 1996-1998
Susanville, California

Responsibilities included: Investigation and preparation of reports for disposition and probation violations. Supervision of caseload for adjudicated wards, case management, court officer, intake officer, and placement officer for juveniles. Duties also included arrest, search and seizure, and preparation of warrants. Developed

Attachment A

DEBBIE A. RIVES
312 MAIDU DRIVE
CHESTER, CA 96020

(530) 259-2420
(530) 941-5506
drives1975@hotmail.com

CHAT Program (Convicts Helping At-Risk Teens), an adolescent high-risk prevention program involving state inmates.

**ICARE Coordinator and Mental Health Provider-Lassen County — 1996-1998
Susanville, California**

Developed policies, procedures, and implemented counseling program for families with children at risk of abuse, neglect, or delinquency. Developed, monitored and evaluated grant funded program. Provided direct services which included individual and family counseling, referral services, and an adolescent support/treatment group.

**Social Worker III-Plumas County — 1997
Susanville, California**

Responsibilities included supervision of dependency caseload, investigation of abuse and neglect referrals. Acted as Independent Living Skills Coordinator and Court Worker.

**Social Worker III-Lassen County — 1992-1996
Susanville, California**

Lead social worker for the department and was responsible for training and supervision of staff and operations. Assigned ER cases and evaluated investigations. Acted as agency representative for Interagency Team and community/school organizations. Responsible for case management, as well as coordination of investigations and services.

**Social Worker II-Lassen County — 1990-1992
Susanville, California**

Responsibilities included emergency response, supervision of caseloads in family maintenance, family reunification, permanency planning, and guardianship. Duties included investigations, interviewing, court testimony, report writing, case management, and coordination of services.

**Social Worker I-Lassen County — 1989-1990
Susanville, California**

Responsible for ER investigations of abuse and neglect referrals. Duties included, interviewing, report writing, case management, and coordination of local resources.

Attachment A

____ County Initials

Page 56

Contractor Initials

DR

DEBBIE A. RIVES
312 MAIDU DRIVE
CHESTER, CA 96020

(530) 259-2420
(530) 941-5506
drives1975@hotmail.com

Soft Goods Manager/Assistant to Controller-1985-1989
Chester Village Market — Chester, California

Supervised staff and assisted in personnel selection and development of personnel policies. Audited expenditures and disbursements, provided budget analysis and forecasting, processed A/R and A/P. Responsible for inventory control and purchasing.

Store Owner-Chester True Value Hardware — 1983-1985
Chester, California

Supervised store operations, negotiated vendor contracts, provided customer service, evaluated purchasing and inventory control, developed operating budgets, supervised personnel, and conducted hiring and training. Responsible for processing A/R and A/P.

Store Manager-Walgreens Drug Company — 1976-1983
Saratoga, California

Managed store operations and supervised staff. Responsible for regional advertising program, supervised hiring, training, and scheduling of personnel. Evaluated employee performance. Directed and implemented merchandising programs, audited disbursement, and analyzed and supervised stores expenditures and purchasing.

Education

California State University, Sacramento — Master's Degree in Social Work with a Mental Health Concentration-Graduated with honors-1998

San Jose State University — Bachelor of Science Degree in Criminal Justice with a minor in Psychology-Graduated Magna Cum Laude-1978

References

References provided upon request.

Attachment A

____ County Initials

Page 57

Contractor Initials

DR

JOB DESCRIPTION

BEHAVIORAL HEALTH ON-CALL CRISIS WORKER

DUTIES AND RESPONSIBILITIES

The Behavioral Health On-Call Crisis Worker provides response to emergency situations, crisis intervention, risk assessment, and linkage to mental health and substance abuse services to the public. The major duties of the job include:

- Function independently at a high level of responsibility in areas such as emergency psychiatric services.
- Provide after-hour on-call crisis evaluations and arrange for acute hospitalization in appropriate psychiatric facilities.
- Collect, organize, and document clinical observations of clients evaluated during emergency responses.
- Provide crisis intervention and conduct risk assessments and mental status exams.
- Provide consultation to crisis line service providers and coordinate after-hour services.
- Coordinate transportation for mental health and substance abuse clients to approved and contracted facilities.
- Coordinate temporary lodging and food for mental health clients.
- Refer clients to appropriate out-patient services for mental health and substance abuse.
- Provide the public with relevant information on availability and access to mental health and substance abuse services.

MINIMUM QUALIFICATIONS

Education: Possession of a Master's degree from an accredited college or university with major course work in social work, psychology or a related field.

or

Possession of a license to work as a Psychologist, Psychiatrist, Registered Nurse, or Physician Assistant in the State of California.

Experience: One year of experience in providing behavioral health services to individuals with emotional and mental health problems.

License: Possession of licensure must be issued by the California State Board of Behavioral Science Examiners, or the California State Board of Medical Examiners.

Attachment B



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

2590 VENTURE OAKS WAY, SUITE 200 • SACRAMENTO CA 95833 • 916.445.5073 • BSCC.CA.GOV



EDMUND G. BROWN, JR.
Governor

November 8, 2017

To Whom It May Concern:

Please accept this letter of recommendation for Debbie Rives. I worked with Debbie Rives at the Board of State and Community Corrections (BSCC) (formerly the Board of Corrections and Corrections Standards Authority) from 2006 through 2011. During those years, Debbie first served as Field Representative, was then promoted to Deputy Director, and then promoted to Executive Director. She was my Supervisor and mentor.

During her years at the BSCC and its predecessor agencies, Ms. Rives contributed significantly to the success and growth of the agency. She brought significant local corrections agency experience and quickly and effectively translated that experience to our work. Her experience and effectiveness supported her advancement to leadership positions. She was hired into leadership positions within the agency at a time when it was undergoing significant organizational change under a new administration. She helped provide stability and structure to the organization and her calm, competent and dependable nature soothed the angst that inevitably accompanies organizational change. She quickly developed a solid reputation, both within the organization and with our local corrections agency partners, of performance, leadership, and reliability.

Over the years, I was continually impressed by Ms. Rives ability to quickly understand the true nature of a problem and develop appropriate solutions. She was an effective decision maker and inspired the performance and confidence of her staff. Her work ethic and commitment to excellence is still a hallmark of this organization.

I confidently and with great pleasure provide this letter of recommendation for Ms. Rives. She works exceedingly well with individuals at all levels of an organization and is great at forming working partnerships. Most of all, she inspires the confidence of those she works with. I fully believe she will be a tremendous asset to any future employer.

Sincerely,

Evonne Garner
Deputy Director

Karen L. Dieter, LCSW
P.O. Box 1164
Susanville, CA 96130
(530) 257-6411

November 10, 2017

To Whom It May Concern:

I am pleased to learn that Debbie Rives has expressed an interest in bidding for the Lassen County Behavioral Health After Hours Crisis Contract. I have had the pleasure of working with Debbie in a number of professional capacities.

I initially observed her ability to make clear and concise decisions in emotionally charged circumstances during numerous collaborative child abuse investigations with Debbie as a social worker for Lassen County Child Protective Services, and I a Lassen County Deputy Sheriff.

Debbie became an academic peer and my observations of her compassionate and empathetic response in the professional and academic arena, led me to enlist her as a part of my after-hours crisis response team on behalf of Lassen County Behavioral Health in August of 1998. Debbie consistently responded in a timely manner regardless of the weather or distance she traveled. In the three years I maintained the contract, Debbie was committed to fulfilling the assigned shifts as well as making herself available for emergency coverage.

Throughout the course of working with Debbie, I have found her skills to be superb. She demonstrates the highest level of professionalism and is skilled at networking with other agencies. In my experience, she is adept in identifying resources necessary to accomplish tasks, and she is consistent in her ability to assess risk and determine the appropriate course of action. Debbie possesses excellent verbal and written communication skills which are reflected in her documentation and ability to convey relevant information.

Debbie demonstrates a commitment to utilizing the least restrictive interventions when possible and works with natural supports and community resources to stabilize individuals in crisis prior to seeking hospitalization. Debbie clearly has the experience and training necessary to fulfill the duties of managing the contract for the after hours on-call position for Lassen County Behavioral Health.

I would highly recommend her for this position.

Sincerely,



Karen L. Dieter, LCSW
Licensed Clinical Social Worker

11/08/17

To whom it may concern;

My name is Harry Hicks and have been employed as an RN on the night shift in the Emergency Department here in Susanville Ca. since 1996. I've been asked to write a letter of recommendation for Debbie Rives a behavioral health contractor for Lassen County Mental Health.

I have worked with Debbie from 1998-2004 when she started working with us at the old Lassen Community Hospital and again since she returned to us in 2011 to the present day at Banner Lassen Medical Center. She has always been very helpful to the ED staff and patients in the evaluation and disposition of those patients with behavioral health problems. She has always had a very professional demeanor and appears to be well liked by the patients she encounters. I have never heard a complaint about Debbie from staff or patients in the many years that we have worked together.

She is a diligent and obviously experienced worker, a real professional that I have had the privilege to work with for many years and hope to continue to do so in the future.



Harry Hicks RN