



LASSEN COUNTY

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Date: October 15, 2019

To: Jeff Hemphill, Chairman
Lassen County Board of Supervisors

From: Barbara Longo, Director
Health and Social Services

Subject: Lassen Aurora Network

Background:

Chairman Jeff Hemphill, at the regular Board of Supervisors meeting on Tuesday, September 8, 2019, made a request for a staff report on the Lassen Aurora Network (LAN). The following timeline will provide details and background information on the contracting issues that have brought us here today.

I. Overview of events leading up to the need to improve our contracting and oversight practices

- | | |
|--------------------|--|
| June 11, 2018 | California Department of Health Care Services Triennial Mental Health Audit. Relevant findings include: <ul style="list-style-type: none">• Lassen County Behavioral Health (LCBH) did not furnish evidence it has an ongoing monitoring system in place, which ensures all contracted individual, group, and organizational providers are in compliance with the documentation standards requirements.• LCBH did not furnish evidence that all contracts or written agreements between LCBH and any subcontractor included all required elements and that the documentation provided lacked sufficient evidence of compliance with regulatory and/or contractual requirements. |
| September 17, 2018 | State mandate requiring counties to adhere to uniform accounting standards that conform to the Government Code when accounting for receipts and expenditures of the Mental Health Services Act (MHSA). |

December 7, 2018 Single County Audit for State Fiscal Year 2017-2018. Lassen County Health and Social Services (HSS) was questioned by auditor as to why we have no record of a formal bid process for contracted services of audited contract files. The auditor was satisfied our response and commitment to “review and enter into a formal bid process, as appropriate.”

II. Recent history with contract negotiations between LCBH and LAN

April 20, 2018 through April 8, 2019

LCBH began revising the LAN contract to begin July 1, 2018 (Fiscal Year 2018/19) in April 2018. It is our standard practice to revise and prepare contracts as needed for the upcoming fiscal year. While LAN signed the 2018/19 contract, they expressed concerns about the contract and requested to renegotiate and amend the contract. LCBH also had a need to amend the contract based on recent audit finding. LCBH and LAN began the process to amend the contract in September 2018 through face to face meetings and email communications; however, we were ultimately unable to come to agreement on the funding structure. This discussion went on for approximately six months with LAN not agreeing to sign a proposed contract amendment in April 2019. Seeing that the contract they were operating under was expiring in a couple months (June 30, 2019) and that we had an RFP in place for needed services, LCBH decided to no longer pursue a 2018/19 contract amendment.

III. Issued two RFPs for Peer Support Services in 2019

February 19, 2019 HSS released a Request for Proposal (RFB 2019-01) – Behavioral Health Wellness Support Services for the purpose of providing services that support BH’s efforts to stabilize and promote recovery for its clients who have moderate to severe mental illness through peer support and education groups; promote community awareness of mental illness and emotional well-being and the reduction of stigma against individuals with mental illness; and, provide after hour drop in center services for individuals who do not meet the criteria for psychiatric holds (5150) with this drop in center being an alternative to going to jail or the emergency room. Contract awarded April 2, 2019. LAN did not respond to this RFP. Noted that HSS sent notification of the RFP to LAN and other potential bidders via email on February 18, 2019. This RFP was also discussed at the Lassen Behavioral Health Advisory and noticed in the local newspaper.

May 7, 2019 HSS released a Request for Proposal (RFB 2019-03)-Wellness and One-on-One Peer Services for the purpose of providing an agreed upon number of opportunities for group wellness activities and one-on-one peer support, at no cost to the client, led by trained peers and designed to strengthen recovery, promote resiliency, and instill hope. Group populations to be served include: individuals with serious mental health disabilities, veterans, transitional age youth, middle school youth, older adults, children 0-5 and parents, foster youth, individuals incarcerated in the jail and juvenile hall. (Attachment 1)

May 13, 2019 HSS held a bidder’s conference. Two LAN board members as well as the Executive Director attended this meeting. Also in attendance were BH Director, Tiffany Armstrong and Program Manager, Cynthia Raschein.



LASSEN COUNTY

Health and Social Services Department

May 29, 2019	Bid-Opening occurred and those present included, HSS Director, Barbara Longo, Program Manager, Cynthia Raschein and Administrative Assistant, Danielle Sanchez. LAN was the only bidder. (Attachment 2)
June 12, 2019	Correspondence sent to LAN requesting clarification to several questions that the evaluation committee had in response to their submitted proposal. (Attachment 3)
June 19, 2019	LAN submitted response to the June 12, 2019 request for clarification. (Attachment 4)
July 11, 2019	Correspondence sent to LAN requesting further clarification on proposal and previously submitted request for clarification. (Attachment 5)
July 17, 2019	In-person meeting attended by three LAN representatives as well as Ms. Longo, Ms. Armstrong and Ms. Raschein from the County.
July 22, 2019	Kam Vento, Director of LAN provided a list of programs discussed at the in person meeting held on July 17, 2019.
July 30, 2019	Correspondence sent to LAN requesting further clarification on list of programs, and LANs response including projected attendance for identified programs. (Attachment 6)
August 1, 2019	Despite numerous attempts to get clarification on the specific services LAN was proposing to offer, the Department decided to move forward with a contract and a funding allocation based on our interpretation of the services LAN was proposing to offer.
September 3, 2019	Department sent contract to LAN for signature; LAN Board Chair and Vice Chair requested to meet with Ms. Armstrong
September 4, 2019	Ms. Armstrong, Ms. Longo, and Ms. Cynthia Raschein, met with LAN Board Chair and Vice Chair. Following a discussion on our experience trying to get clarification on the LAN proposal, the Board chairs decided to sign the contract.
September 5, 2019	Board Chair and Vice Chair signed contract.
October 1, 2019	Fully Executed Contract received from County Administration. (Attachment 7)

IV. LAN actions and publically stated comments

- LAN claims that LCBH needs to hire a (MHSA) coordinator – the basis for this request was unfounded as the functions of a MHSA coordinator is spread across several BH positions. Even though BH has vacancies, the MHSA job functions continue to be provided by current staff. One of

the main functions of the MHSA position is to conduct annual Stakeholder meetings. In August 2019, BH held 6 Stakeholder meetings throughout Lassen County.

- LAN contacted the State Mental Health Services Oversight and Accountability Commission. The State determined that the issues LAN made is a local dispute between the County and LAN and needs to be handled through the normal local process.
- LAN claims their budget was cut by \$100,000. The funding allocation is based on the services outlined in the request for proposal scope of work. In fact, based on the two recently released RFPs, LCBH allocated \$70,000 more in community funding for fiscal year 2019 – 2020 than in 2018-2019 (\$267,584, and \$197,081, respectively.)
- The funding for the proposed LAN contract is set at \$45/hour for individual peer support services and monthly documentation and up to \$200 for wellness group activities (\$75 for groups with 3-5 participants, \$125 for groups with 6-11 participants, and \$200 for groups with 12 participants and up). These dollar amounts for services are reasonable.
- Comments made that we coerced the Board Chair and Vice Chair to sign the contract. This is false, they offered to sign the contract so we made the changes and they proceeded to sign the contract. We have no preference as to who signs the contract as long as they have authority to do so.

V. Additional comments and next steps

- It is imperative that the LCBH, and all of HSS contracts meet procurement requirements and comply with state and federal program rules and regulations. To comply, we need to ensure that we have all our questions answered so that we can defend our funding decisions during an audit inquiry.
- LCBH has had numerous conversations with LAN about the need to seek additional funding. LAN offers a wide variety of services that are beneficial for their contacts; however, they are not eligible for MHSA reimbursement.
- Conduct a review of the current documentation submitted by LAN for services provided. Initial review indicates questionable claims for reimbursement.
- We will continue to modify our contracts based on our contract monitoring and outside audits of our practices. Changes in our contracts, including the one we extended to LAN, is a result of recent findings.
- LCBH is prepared to release a new RFP for peer support services to ensure that needed services are offered in Susanville.

Fiscal Impact:

There is no impact to County General Funds.

Action Requested:

Receive Staff Report

Attachments:

1. Request for Proposal, Released May 8, 2019
2. LAN response to May 8, 2019, RFP
3. Request from HSS to LAN for clarification on RFP, June 12, 2019
4. LAN response to request for clarification on RFP, June 19, 2019
5. Request from HSS to LAN for second request for clarification, July 11
6. Request from HSS to LAN, and LANs response for clarification on proposed groups, July 30, 2019
7. Executed RFP 2019-2020 Contract between HSS and LAN, October 1, 2019

Attachment 1



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May 8, 2019

COUNTY OF LASSEN'S DEPARTMENT OF HEALTH AND SOCIAL SERVICES REQUEST FOR PROPOSALS PROVISION OF BEHAVIORAL HEALTH WELLNESS AND ONE-ON-ONE PEER SUPPORT SERVICES

The Health and Social Services Administration Department announces its intent to contract for the provision of Behavioral Health Peer and Family Support Services.

The purpose of the Request for Proposal (RFP) is to seek proposals from qualified individuals or organizations experienced in providing wellness programs/activities to individuals and families.

It is the intent of the County of Lassen to contract for the provision of culturally and community based behavioral health peer and family support services designed to promote emotional recovery and wellness and to reduce the occurrence of and the stigma associated with mental illness and substance use disorders.

Proposal forms are available at the Department of Health and Social Services, 336 Alexander Avenue, Susanville, CA 96130 or phone Program Manager, Cynthia Raschein at (530) 251-8260, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, to request forms by mail, or email craschein@co.lassen.ca.us.

Sealed proposals must be submitted to the Lassen County Health and Social Services Administrative Office, Lassen County RFP No. HSS-2019-03, attention Cynthia Raschein, 336 Alexander Avenue, Susanville, CA 96130, by mail or in person until **4:00 p.m. Wednesday, May 29, 2018**. Lassen County reserves the right to reject any and all proposals and to waive informalities and minor irregularities in bids.

For the County of Lassen,


Tiffany Armstrong, Director
Lassen County Behavioral Health



LASSEN COUNTY

Health and Social Services Agency

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REQUEST FOR PROPOSAL (RFP)

PROVISION OF BEHAVIORAL HEALTH WELLNESS AND ONE-ON-ONE PEER SUPPORT SERVICES

RFP No.:	2019-03
RFP Issue Date:	May 7, 2019
RFP Submission Date:	May 29, 2019
Issued By:	HSS Administration

REQUEST FOR PROPOSAL

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LASSEN COUNTY, CALIFORNIA

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REQUEST FOR PROPOSAL

PROVISION OF PEER SUPPORT SERVICES LASSEN COUNTY, CALIFORNIA

RFP No.:	2019-03
RFP Issue Date:	May 7, 2019
RFP Submission Date:	May 29, 2019
Issued By:	HSS Administration

I. Intent

This Request for Proposal (RFP) announces the intent of the County of Lassen to contract for the provision of culturally and community based behavioral health peer and family support services designed to promote emotional recovery and wellness and to reduce the occurrence of and the stigma associated with mental illness and substance use disorders.

The purpose of the RFP is to seek proposals from qualified individuals or organizations experienced in providing wellness programs/activities to individuals and families.

II. Background Information

Under the provisions of the Community Services and Supports section of California's Mental Health Services Act (MHSA), the County's Behavioral Health Department of the Health & Social Services Agency receives funds to create, develop, and expand successful programs for un- and underserved children, transitional aged youth, adults, and older adults. Services designed and delivered by peers—those who have lived experience with behavioral health disorders—have been shown to be particularly successful in facilitating recovery and wellness and engaging individuals living with mental illness and substance use disorders with their families and communities, especially when services are made available in the individual's community and provided in a culturally and linguistically competent manner.

III. Scope of Services

A. Wellness Group Activities

The individual or organization will provide an agreed-upon number of opportunities for group wellness activities, at no cost to the client, led by trained peers and designed to strengthen recovery, promote resiliency, and

instill hope. In recognition of the benefits of active participation and diversity in groups, group participation will be structured without regard to diagnosis, disability, ethnicity, religion, or sexual orientation. All wellness group activities must first be approved by the County.

Populations to be served:

- Individuals with serious mental health disabilities
- Veterans
- Transitional Age Youth (Lassen High School and Lassen College)
- Middle School Youth (Diamond View School)
- Older Adults
- Children 0-5 and parents
- Foster Youth
- Individuals incarcerated in the jail and juvenile hall

Recovery Education Programs: Teaching classes in evidence based practices such as Wellness Recovery Action Plan (WRAP) and facilitating the development of peer-run support groups.

IV. Schedule of Activities

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for bidders to prepare definitive proposals and for the County to fully consider various factors that may affect its decision. This schedule is subject to change at the discretion of the County. All times Pacific Standard Time.

Scheduled Activity	Proposed Date
Release of Request for Proposals	May 7, 2019
Bidder's Conference	May 13, 2019 1:00 p.m.
Last day to submit written requests for Technical Assistance	May 17, 2019 4:30 p.m.
Proposal Submission Deadline and Opening	May 29, 2019 4:00 p.m.
Proposal Review and Selection	May 30, 2019 (approximately)
Post-Review Discussion with Bidders	May 31, 2019 (approximately)
Notification of Selection	May 31, 2019 (approximately)
Board of Supervisors Approval of Award and Contract	June 18, 2019 (approximately)
Approximate Contract Start Date	July 1, 2019

A. Bidders' Conference:

Monday May 13, 2019, 1:00 p.m.
Lassen County Health & Social Services Agency
336 Alexander Avenue
Susanville, CA

Conference call: (563) 999-2090
Access Code: 973466#

A written record of questions asked at the Bidders' Conference with responses by designated County staff will be provided to RFP recipients within five (5) working days of the Bidders' Conference. Attendance at the Bidders' Conferences is strongly recommended.

B. Written Requests for Technical Assistance:

Requests for technical assistance must be submitted in writing by 4:30 p.m. May 17, 2019 via U.S. Postal Service, email, or fax to:

Lassen County Health & Social Services Agency
Attn: Cynthia Raschein
336 Alexander Avenue
Susanville, CA 96130
craschein@co.lassen.ca.us
Fax: 530-251-8370

Responders are encouraged to not wait until the last minute to seek technical assistance.

The questions submitted after the Bidders' Conference and answers will be provided by the County in writing to all RFP recipients within five (5) working days of the deadline. Such questions and answers issued by the County shall be sent via email, fax, and/or first class U.S. Postal Service to the last known business address of each individual or organization that received this RFP.

Questions or requests for technical assistance submitted after the deadline will not be answered.

The County requires that other county management and employees *not* be contacted by bidders during the RFP process. Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the County RFP Representative listed above for any and all inquiries.

C. Proposal Opening:

Proposals will be opened publicly at the Lassen County Health and Social Services Administration office at 336 Alexander Avenue, Susanville, CA. The only information disclosed at the opening will be the identity of the bidders.

D. Post-Review Discussion with Bidders:

Before making a final determination, bidders who submit proposals determined to be reasonably likely to be selected *may* be asked to meet with the evaluation committee to discuss and clarify elements of their proposal to ensure full understanding of the proposal and responsiveness to the RFP.

During such discussions, the County will not disclose rating information concerning competing bidders.

V. Format of Proposal and Content

Proposals submitted in response to this RFP must be prepared as and include the elements indicated below:

Format: Printed in 12-point Ariel font, paginated, and submitted with pages clipped together, *not* stapled or bound in a folder or notebook.

Proposal Summary (Exhibit A): Providing a clear and concise summary of the proposal, contact information, certifications, and signature.

Completed Proposal Checklist/Table of Contents (Exhibit B): Completed as indicated.

Program Narrative: Maximum seven (7) pages. Respond to all questions below. List each question in the narrative followed by the corresponding response.

Describe in detail the services you propose to provide, including:

1. How you will engage children, adolescents, transitional age youth, adults, and older adults as well as their families, and approximately how many of each group you will serve
2. How services will meet the cultural and linguistic needs of those being served
3. Strategies you have for identifying and engaging the community's underserved and unserved population
4. Strategies for providing education and training that reduces stigma; cultivates understanding and prevention of co-occurring disorders; and promotes wellness, resiliency, and recovery; and who will deliver education and training
5. How the provision of behavioral health peer and family support services will assist in preventing future mental illness and substance use disorders within the community
6. How data will be collected, analyzed, and provided to the County
7. Strategy for sustaining program services in the event that funding is reduced or eliminated
8. Implementation plan and timeline for the services offered

Individual/Organizational Capacity: A brief description of the individual's or organization's history and capacity to provide the services proposed and résumés of proposed paid staff or subcontracted organizations.

A. Administrative Requirements

1. Unless otherwise noted, the respondent must document all specified activities and services as directed by LCBH in accordance with the contract and instructions provided through LCBH training.
2. The respondent must develop and maintain written policies and procedures for employees and volunteers who work directly or indirectly with participants.
3. The respondent's policy and procedures must address participant safety and ensure that all activities with participants are conducted in a respectful, non-threatening, nonjudgmental, and confidential manner. The respondent must maintain current policies and procedures on file and make them available for review by LCBH upon request.
4. The respondent's administrative site must post the hours and days of operation at all building entrances.
5. The respondent must maintain documentation of continuing education units (CEUs) for paid staff in their personnel file, and make those available to LCBH for review.
6. The respondent must have written job descriptions for paid staff and volunteers maintained in their personnel files for LCBH review.
7. The respondent must maintain all documents that require participant or staff signatures in the participant's physical record for review by LCBH.

B. Risk Management

The respondent will be providing peer services in the community and may have access to confidential medical records. The respondent shall:

1. Describe written policies and program philosophy regarding peer support specialist expectations and rules when peer support are providing services and what training will be provided to assure the appropriate behavior when interfacing with the community and when having access to protected health information (PHI).
2. Outline the process the respondent will create to monitor and respond to issues between peer supports and LCBH clients and staff.

Evaluation Requirements

1. Outcomes are an important part of all treatment services administered by LCBH. All programs approved through this RFP process will be subject to evaluation by LCBH. All awarded contracts will be subject to LCBH review throughout the course of their contract. By accepting the award under this RFP, respondents agree to comply with the evaluation requirements of

LCBH. LCBH will establish a data reporting mechanism and system and awardees must agree to supply all the required data necessary for the evaluation. Successful respondents will also be required to meet all data reporting requirements established by LCBH.

2. While LCBH will create a system to collect all of the contractor's data, the proposal must specify how the respondent plans to submit data to LCBH. Specifically, respondents must indicate that they have the technological capacity as well as the staff capability to use technology related to entering data into a data system that will be designed specifically for this initiative. If applicable, the respondent should provide evidence of prior successful data submissions to LCBH.

Letters of Support: Maximum of four (4). A letter of support can come from a partner organization, a major donor, another foundation, a congressional representative, or even a business or key stakeholders. A support letter might be from community leaders who believe in your program or people who will receive the services you propose.

VI. Format of Budget Template and Narrative

The Budget Template and Narrative (Exhibit C) should briefly describe each of the following components: Personnel, Contracted Services, Office Expenses, Travel/Training, and Other. The Budget Narrative may not exceed one (1) page and is not included in the seven (7) page limit for the Program Narrative.

VII. Proposal Submission Guidelines

Bidders must submit five (5) copies of their proposal including one (1) with an original signature. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP.

Proposals must be enclosed in a sealed envelope or package, clearly marked "Request for Proposals 2019-03, Wellness and One-on-One Peer Support Services" and delivered by **4:00 p.m., May 29, 2019**, to:

Lassen County Health & Social Services Agency
Attn: Cynthia Raschein
336 Alexander Avenue
Susanville, CA 96130

Late or electronically submitted proposals, including those submitted via facsimile, will be disqualified and not considered by the evaluation committee.

Expenses incurred in preparation of the proposal, attendance at bidders' conferences, or any other actions related to responding to this RFP shall be the responsibility of the responder.

All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the respondent shall become the property of the County.

VIII. Modification or Withdrawal of Proposals

Revisions of proposals will not be permitted after the deadline for submission of proposals except as provided by Lassen County. Permission to make any revisions must be sought from Lassen County in writing. If Lassen County initiates a revision, it will do so in writing.

IX. Selection Process

The County reserves the sole right to judge the contents of proposals. The selection process will be governed by the following criteria:

- The proposals must adhere to the instructions and format specified in this RFP.
- The evaluation will include a review of all documents and information relating to the respondent's services, organizational structure, capabilities, qualifications, past performance, and costs.
- Respondents may be required to make an oral presentation to the evaluation panel before the final selection is made.
- The County may evaluate any information from any source it deems relevant to the evaluation.

X. Selection Criteria

The selection of a proposal and contract award will be based on the criteria contained in this RFP and as demonstrated in the submitted proposal. Respondents should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.

XI. Proposal Review and Evaluation Process

All proposals will be reviewed for completeness as described above in Section

VII Proposal Submission Guidelines. Only those proposals deemed to be complete will be submitted to the evaluation panel.

XII. Eligible Respondents

An organization is not considered eligible to apply unless the respondent meets the eligibility conditions to the stated criteria listed at the time the proposal is submitted. Eligible respondents include public or private non-profit 501(c)(3) entities. All respondents must comply with the criteria listed below under this RFP.

1. Respondent must be established as an appropriate legal entity as described in the paragraph above, under state statutes, and must have the authority and be in good standing to do business in California and to conduct the activities described in the RFP.
2. Respondent must be in good standing with the U.S. Internal Revenue Service.
3. Respondent may not be eligible for contract award if audit reports or financial statements submitted with the proposal identify concerns regarding the future viability of the contractor, material non-compliance, or material weaknesses that are not satisfactorily addressed, as determined by LCBH.

XIII. Suspension and Debarment

- A. To be eligible to submit a proposal, a bidder must not be listed as an ineligible person on the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities from federal programs or the California Department of Health Care Services Suspended and Ineligible Provider List for Medi-Cal program services. The Office of Inspector General defines an ineligible person as any individual or entity that is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs. They are also defined as any individual or entity that has been convicted of a criminal offense related to the provision of health care items/services and who has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility. The California Department of Health Care Services defines a suspended individual or entity as those that have:
 - (1) been convicted of a felony or misdemeanor involving fraud, abuse of a Medi-Cal program or any patient, or otherwise substantially related to the qualification, functions, or duties of a provider of services, (2) been suspended from the federal Medicare or Medicaid programs for any reason, (3) lost or surrendered a license, certificate, or approval to provide health care, or (4) breached a contractual agreement with the California Department of Health Care Services that explicitly specifies inclusion on their Suspended and Ineligible Provider List as a consequence of the breach. LCBH will not review a proposal submitted by an individual or entity on either list.

LCBH plans to use the following links to identify individuals and entities that are not eligible to contract with LCBH: <http://exclusions.oig.hhs.gov/> and <http://files.medi-cal.ca.gov/pubsdoco/Sandllanding.asp>. Each respondent should verify that it is not on either list prior to submitting a proposal. If a respondent is erroneously listed on either sanction list, they will be responsible for correcting the error prior to the submittal of their proposal.

LCBH requires that all potential contract entities self-disclose any pending charges or convictions against them or any individual with their organization for violations of criminal law, any sanctions, and any disciplinary actions by any federal or state law enforcement agency, regulatory agency, or licensing agency (including exclusion from Medicare and Medicaid programs).

If a contractor and/or individual within the contractor's organization become an Ineligible person after LCBH has executed a contract with the entity/individual, the contractor/individual shall be removed from any responsibility and involvement with the LCBH contracted obligations that are related to federal or state health care programs/funding.

Vendor Required Experience

A respondent must have a minimum of three (3) year's experience in training and employment of peer support coaching staff. In their proposals, bidders will need to detail services they have provided that are similar to the services outlined in this RFP without contract failures.

A. Evaluation

Proposals will be evaluated on six (6) elements totaling 200 points.

Proposal Element	Maximum Point Value
Quality of respondent's plan for performing the services and activities and addressing the questions in Section V.	40
Ability of respondent to perform services as demonstrated by related experience and past performance.	40
Qualifications and characteristics of paid personnel and volunteers, including lived experience and status of recovery, background checks, education and training, and ability to engage the target population.	30
Capacity for internal quality assurance and improvement procedures to monitor and improve quality of services provided, documentation, record keeping, billing, etc.	30
Demonstration of collaboration, innovation, and creativity.	30
Quality of implementation plan and corresponding timeline.	30
TOTAL	200

XIV. Award Process

1. Each apparently qualified proposal will be evaluated by a panel consisting of no less than three or greater than five members. Respondents may be asked to make a presentation to the Evaluation Committee regarding their qualifications and/or proposal.
2. The award of a contract will be based on the quality of proposal and the ability to meet the County's needs. The County may select to award a single county-wide contract or multiple contracts for specific areas, depending upon the evaluation of the proposals.
3. Each respondent will be notified in writing or by email of the decision regarding its proposal.
4. The successful respondent(s) and the County will enter into contract negotiations.
5. Negotiated contract(s) will be submitted to the Lassen County Board of Supervisors for final approval and award.

It is anticipated that delivery of services under the contract will begin July 1, 2019, or soon thereafter. All RFP materials may be made public upon request.

XV. Cancellation

Lassen County reserves the right to reject any or all proposals received as a result of this request, to negotiate with any qualified individual/organization, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the County to do so.

XVI. Appeal

Respondents will have ten (10) working days after notification of non-award to file an appeal. The appeal must be made in writing and specifically state the grounds for the appeal. Letters of Appeal should be directed to:

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

XVII. List of Exhibits

Exhibit A - Proposal Summary and Statement of Responsibility (Signature Page)
Exhibit B - Proposal Checklist/Table of Contents
Exhibit C - Budget Template

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

Proposals must be in a **sealed envelope** clearly marked "Lassen County RFP No. 2019-03, Provision of Behavioral Health Wellness and One-on-One Peer Support Services" and delivered by **4:00 p.m. Wednesday May 29, 2019** to Lassen County Health & Social Services Administration, 336 Alexander Avenue, Susanville, CA 96130 Attn: Cynthia Raschein.

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.

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.

Firm Authorized Representative

Company Name	_____	Date	_____
Representative Title	_____	Phone	_____
Representative Signature	_____	Fax	_____
Address	_____	Email	_____

Federal Tax ID No.	_____		

RFP Contact Information (if different then above)

Contact Person	_____	Phone	_____
Title	_____	Fax	_____
Address	_____	Email	_____

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)	
Proposal Check List/Table of Contents (Exhibit B)	
Program Narrative	
Individual/Organization Capacity (including résumés)	
Letters of Support	
Budget Template and Narrative (Exhibit C)	

EXHIBIT C **BUDGET TEMPLATE AND NARRATIVE**

APPLICANT

DETAIL BUDGET -

Category Item/Service	Quantity (Year 1)	Cost (Year 1)
Personnel		
Contractual Services		
Office Expenses		
Travel & Training		
Other		
Total		

Attachment 2

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

Proposals must be in a **sealed envelope** clearly marked "Lassen County RFP No. 2019-03, Provision of Behavioral Health Wellness and One-on-One Peer Support Services" and delivered by **4:00 p.m. Wednesday May 29, 2019** to Lassen County Health & Social Services Administration, 336 Alexander Avenue, Susanville, CA 96130 Attn: Cynthia Raschein.


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.

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.

Firm Authorized Representative

Company Name	<u>Lassen Aurora Network</u>	Date	<u>4/29/2019</u>
Representative Title	<u>Kam Vento, Executive Director</u>	Phone	<u>530.257.3864</u>
Representative Signature		Fax	<u>530.250.4050</u>
Address	<u>815 Cottage St., Susanville, CA 96130</u>	Email	<u>lassenaورانetwork@lassenaورانetwork.org</u>
Federal Tax ID No.	<u>51-0533808</u>		

RFP Contact Information (if different then above)

Contact Person	_____	Phone	_____
Title	_____	Fax	_____
Address	_____	Email	_____

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)	1
Proposal Check List/Table of Contents (Exhibit B)	2
Program Narrative	3
Individual/Organization Capacity (including résumés)	7-10
Letters of Support	7-10
Budget Template and Narrative (Exhibit C)	11

Program Narrative: Maximum seven (7) pages. Respond to all questions below. List each question in the narrative followed by the corresponding response.

Describe in detail the services you propose to provide, including:

1. How you will engage children, adolescents, transitional age youth, adults, and older adults as well as their families, and approximately how many of each group you will serve

Response: Lassen Aurora Network (LAN) has been serving a diverse group of consumers since its inception in 2004. Many of the consumers we serve, regardless of their demographic characteristics, often have experienced serious mental illness (SMI). This year LAN setup a database management system and some preliminary statistics are available for consumer demographics.

These preliminary statistics along with information garnered from the Counties Cultural Competency Plan 2019 and other entities, such as local agencies and US Census special reports, will form the basis for developing a baseline population for the following target groups: children, adolescents, transitional age youth, adults, and older adults as well as their families. In collaboration with the LCBH, once specific population numbers and penetration rates are identified, Lassen County and LAN will develop an outreach plan for the timeline of this year's contract.

2. How services will meet the cultural and linguistic needs of those being served

Response: LAN will meet the cultural and linguistic needs of those being served through inclusion. All activities will be led by representatives of the particular group being served, whenever possible. LAN can provide structure, training, and experienced peer support specialists to facilitate the process. Regarding linguistic needs, there are currently Pacific Islanders in our community who are unofficially providing translation services. LAN also has a relationship with a Spanish speaker with peer support experience. These individuals can be contracted with, as needed. Behavioral Health also has bi-lingual staff and contracts with translation services.

3. Strategies you have for identifying and engaging the communities under-served and unserved population

Response: Most of LAN's current activities are not targeted toward any specific age or ethnic group, with the exception of our Senior Group held at Lassen Rehab, Family Time, and Family Time at the Movies held at the Lassen Library. Preliminary statistics indicated almost 78% of LAN's current consumers are between the ages of 26 and 60+ years old ([26-50

= 32%,] + [60+ = 46%,] = 78%). This not only indicates our successful targeting of family groups and elders, but correlates well with the US Census Data of Lassen County contained on page 10 of the Lassen County Cultural Competency Plan 2019 which shows age distribution totals of ([25-59 years = 51.66%]) plus [60+ years = 19.46%] = 71.1 %.

LAN can expand current engagement activities to achieve higher penetration rates by targeting each specific group in each of the following groups: children, adolescents, transitional age youth, adults, and older adults as well as their families. An initial goal is to serve 25% of each identified at-risk population.

The first 90 days of this effort will be used to identify Lassen County agencies who are currently serving these populations, current number of individuals served, and type of services they are providing. LAN can then identify potential partnerships.

LAN will focus on un-duplicated services by providing peer-supported resources which include resilience and activities which will increase wellness in support of providers existing programs. As an example, LAN partnered with Lassen Family Services for many years in collaboration with events such as their *"Walk a Mile in My Shoes."*

4. Strategies for providing education and training that reduces stigma; cultivates understanding and prevention of co-occurring disorders; and promotes wellness, resiliency, and recovery; and who will deliver education and training

Response: LAN will identify advocates for each group to collaboratively develop culturally relevant wellness activities. LAN will provide these services onsite or offsite. LAN's UNR intern is currently working with a "Munchkins and Me" group which is a promising activity in expanding our reach to families and young pre-school children.

The specific groups identified in "A" of this RFP's "Scope of Services" on pages 3-4 represent new target groups that would need to be explored and developed to provide regular services: TAY (Lassen High School and Lassen College.) LAN participated in "Movies for Mental Health" at LCC. LAN also attended a Community meeting on "Suicide Prevention" at the Lassen High School. The LAN "Survivors of Suicide Loss Group" was formed by a mother who lost her child to suicide. Middle school youth (Diamond View), foster youth, and individuals incarcerated in the jail and juvenile hall are also new groups we LAN can provide services to. All services will be provided by LAN staff.

5. How the provision of behavioral health peer and family support services will assist in preventing future mental illness and substance use disorders within the community

Response: LAN is committed to the following protective factors and best practices:

Person-centered care which enables consumers to make decisions about their care. Person and family-centered treatment planning is care-planning that is strength-based and focuses on individual capacities, preferences, and goals. Family and peer involvement give them the support they need.

Effective person-centered care-planning which strengthens the voice of the individual, builds resiliency, and fosters recovery.

Connectedness and hope, recovery and resilience, choice and voice in treatment, and challenges to negative stereotypes.

LAN staff currently follows best practices in the field and has trained staff with the two leading agencies, CAMHPRO and Resilience. The State of California has recently passed peer certification legislation and will eventually provide a certification process. LAN is committed to certifying staff as soon as the State identifies the process. LAN is currently not an evidence-based practice but hopes to become one in the future. In 2007, the Centers for Medicare & Medicaid Services (CMS) deemed peer support services to be an evidence-based practice.

LAN uses a Wellness Plan as part of their consumer's wellness journey. A study from the UK found that individuals given a workbook about recovery along with ten sessions of peer support were less likely to be hospitalized compared to those given a workbook without peer support. (The Lancet; August 2018).

LAN has been providing these supports to its consumers since its inception. Many of our consumers look to LAN as their extended family for support and hope.

6. How data will be collected, analyzed, and provided to the County

Response: Signed participant sheets are submitted with each invoice. Additionally, charts and breakdown by activity attendance will be provided.

7. Strategy for sustaining program services in the event that funding is reduced or eliminated.

Response: The most essential and significant cost of our peer-support program is our welcoming home-style environment. The second most significant cost is peer support specialists.

MHSA funding is currently what makes the Wellness Center possible. All efficiencies possible to reduce operating cost have been achieved this year while sustaining a base level of service.

The Wellness Center is our most significant expense. A Wellness Center must be a friendly, welcoming, and safe environment centrally located for access to transportation and services. Currently LAN rents their location and has surveyed other properties in the uptown Susanville area for lower rent and more space. We found that our current rent is within the range of rents in the area.

The best opportunity for sustaining our Wellness Center's Drop-in Support function would be either a gifted property, such as "Judy's House" recently given to Crossroads, or an existing county or city property which could be transferred or shared at a low cost. If necessary LAN is open to a joint tenancy with the County or City provided the location is a friendly, welcoming, and safe environment centrally located for access to transportation and services.

8. Implementation plan and timeline for the services offered

Response: Existing activities, as identified in newsletters, submitted to LCBH are ready to go. All of these existing activities could be applied to the new target groups after LCBH determines there is no overlap of services. We estimate 90 days to develop new target group contacts and programming.

Individual/Organizational Capacity: A brief description of the individual's or organization's history and capacity to provide the services proposed and capacity to provide the services proposed and resumes of proposed staff or subcontracted organizations.

Response: The inception of Lassen Aurora Network began with The Lassen County Patients' Rights Advocate's office sponsoring a planning and informational meeting to assist in the formation of a consumer/survivor self-help group. In the Lassen Times article "Mental Health group forming," published June 29, 2004 Jackie Musick identified services that other Northern California support groups and non-profits were offering their community such as: drop-in centers, case management programs, and business employment and housing, and crisis services, among others.

She identified a rationale, which is still relevant. "The rationale for consumer roles in service delivery is that consumers, staff, and the mental health system can benefit. Consumer staff is thought to gain meaningful work, to serve as role models for clients and to enhance the sensitivity of the system to needs of people with mental disorders."

In July of 2004 Dewey Dempsey articulated the purpose: "To provide mentoring, coaching and technical advice to Lassen County mental health consumers, family members, current service providers, potential service providers and the interested public."

His initial ideas were a drop-in day center operated by consumers, warm-line phone service run by consumers, peer led groups and workshops, peer case management program, and "Stigma Busters" speaker bureau.

In May of 2005 Lassen Aurora Network incorporated as a California Public Benefits Corporation with Dewey Dempsey, Lonnie Barger, Tom Robinson, and Katherine Kaaro as the founding directors.

Colleen Thorn, our longest serving and now retired director, brought her experience as the Susanville Art's council Director to our organization. The "Fine Line – Faces of Mental Health" exhibition, she curated, helped broaden our community's cultural understanding of peer support mental health.

In 2014 Colleen Thorn and Kam Vento presented a series of Stigma presentations. The Lassen Community College event featured comedian Paul Gilmartin, who hosts a weekly hour-long podcast show that explores mental illness, trauma, addiction and negative thinking (mentalpod.com) at Middleton Hall. Other presentations occurred in Westwood, Adin, and Bieber.

We have now been operating for over 15 years and currently have a strong committed board, peer support staff, and an experienced Executive Director. We look forward to the opportunity to continue to provide peer support services in our community.

A. Administrative Requirements

1. Unless otherwise noted, the respondent must document all specified activities and services as directed by LCBH in accordance with the contract and instructions provided through LCBH training

Response: Unless otherwise noted, LAN will document all specified activities and services as directed by LCBH in accordance with the contract and instructions provided through LCBH training.

2. The respondent must develop and maintain written policies and procedures for employees and volunteers who work directly or indirectly with participants

Response: LAN currently documents all activities and provides signed participant sheets and consumer statistics to the County. We will comply with any additional documentation requirements, as needed and within our capabilities.

3. The respondent's policy and procedures must address participant safety and ensure that all activities with participants are conducted in a respectful, non-threatening, nonjudgmental, and confidential manner. The respondent must maintain current policies and procedures on file and make them available for review by LCBH upon request.

Response: LAN maintains an Employee Manual which all staff acknowledge receipt of and adherence to. We are currently reviewing our manual to ensure compliance with confidentiality and cultural relevance and to include a volunteer section. A copy of the current manual is available upon request.

4. The respondent's administrative site must post the hours and days of operation at all building entrances.

Response: Our hours and days of operation are posted at the building entrance.

5. The respondent must maintain documentation of continuing education units (CEUs) for paid staff in their personnel file and make those available to LCBH for review

Response: All documentation of continuing education units (CEUs) for paid staff are included in their personnel file and are available for review.

6. The respondent must have written job descriptions for paid staff and volunteers maintained in their personnel files for LCBH review.

Response: All job descriptions for paid and volunteer staff are kept their personnel file and are available for review.

7. The respondent must maintain all documents that require participant or staff signatures in the participant's physical record for review by LCBH.

Response: All documents that require participant or staff signatures are maintained in participant's physical record for review by LCBH.

B. Risk Management

1. Describe written policies and program philosophy regarding peer support specialist expectations and rules when peer support are providing services and what training will be provided to assure the appropriate behavior when interfacing with the community and when having access to protected health information (PHI).

Response: LAN philosophy and policies respect every individual's privacy. Information collected by LAN is with the consumers consent and focused on the needs of the individual. No information, other than statistics presented in the aggregate, are shared without the express written consent of the individual. Individual consumer intake forms are stored in a locked cabinet.

An audit of HIPAA Compliance will be conducted during the new contract period. Staff training will be provided to all peer support PHI and HIPAA compliance will be provided to all staff and volunteers. Policies will be reviewed and updated as needed to reflect current PHI and HIPAA requirements. LAN's expectations and rules will be re-enforced throughout the contract period to assure the appropriate behavior when interfacing with the community and when having access to protected health information (PHI).

2. Outline the process the respondent will create to monitor and respond to issues between peer supports and LCBH clients and staff.

Response: The executive director's office is onsite at the service location within earshot of all activities. The LAN executive director will monitor and respond to issues between peer supports and LCBH clients and staff. Staff meetings will include refreshers as to best practices. Policies will be reviewed and updated as required.

Evaluation Requirements

1. Outcomes are an important part of all treatment services administered by LCBH. All programs approved through this RFP process will be subject to evaluation by LCBH. All awarded contracts will be subject to LCBH review throughout the course of their contract. By accepting the award under this RFP, respondents agree to comply with the evaluation requirements of LCBH. LCBH will establish a data reporting mechanism and system and awardees must agree to supply all the required data necessary for the evaluation. Successful respondents will also be required to meet all data reporting requirements established by LCBH

Response: LAN agrees to comply with the evaluation requirements of LCBH to the best of their ability and will supply all the required data necessary to meet all data reporting requirements established by LCBH.

2. While LCBH will create a system to collect all of the contractor's data, the proposal must specify how the respondent plans to submit data to LCBH. Specifically, respondents must indicate that they have the technological capacity as well as the staff capability to use technology related to entering data into a data system that will be designed specifically for this initiative. If applicable, the respondent should provide evidence of prior successful data submissions to LCBH

Response: LAN is currently using a custom instance of Salesforce to collect and report data. We currently only consumer information necessary to provide statistics, track attendance, and Wellness Plans.

LAN can provide data in CSV format providing the county has the ability to import data. We can also provide reports in printed or Excel format. LAN has an easy to use system with custom reports pre-made. Any staff with basic computer skills should be able to input information and print needed reports.

Any custom work can be contracted out through a network of Salesforce consultants. Our current director has expertise in data-base development and is responsible for the development of the current system. Examples of the successful implementation of this system are in the reports and data provided to the county with submitted invoices produced over the past four months.

**EXHIBIT C BUDGET TEMPLATE
AND NARRATIVE**

APPLICANT

Lassen Aurora Network

DETAIL BUDGET - Total = \$ 165,641.00

Category Item/Service	Quantity (Year 1)	Cost (Year 1)
Personnel		
1 FTE Executive Director	1	\$40,300
3 FTE Peer Support Specialists	3	\$63,241
(1 FTE Equivalent = 1,560 Hours)		
Contractual Services		
Translator as needed	10 hours	\$1,000
Consultant Fees Research	20 hours	\$ 500
Office Expenses		
Program Expense	1	\$11,420
Occupancy/Maintenance	1	\$28,550
Office/Professional	1	\$17,130
Travel & Training		
Workshop	1	\$1,500
Meetings	5	\$1,000
Peer Support/HIPPA	2	\$1,000

Attachment 3

Danielle Sanchez

From: Cynthia Raschein
Sent: Wednesday, June 12, 2019 8:39 AM
To: Lassen Aurora Network
Cc: Tiffany Armstrong; Barbara Longo
Subject: Wellness and One-on-One Proposal Questions - RFP 2019-03
Attachments: LAN Eval questions v.1 Wellness and One-on-One.docx

Importance: High

Kam,

Thank you for submitting a proposal for the above mentioned RFP. After reviewing your proposal the evaluation committee had some questions, which are attached to this e-mail.

Please e-mail your responses to the questions to me no later than close of business Friday, June 21, 2019. Thank you.

Cynthia Raschein
Program Manager
Lassen County Health and Social Services
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8260
craschein@co.lassen.ca.us

Lassen County Health and Social Services
Behavioral Health Request for Proposals (RFP) 2019-03
Provision of Behavioral Health Wellness and One-on-One Peer Support

Post Review Discussion with Bidders

Lassen Aurora Network

Thank you for submitting a proposal for the above mentioned RFP.

Lassen County Behavioral Health has formed an evaluation committee to review your proposal. During the review, several questions arose regarding your proposal. Please provide clarification to the following responses:

1. How you will engage children, adolescents, transitional age youth, adults and older adults as well as their families, and approximately how many of each group you will serve.

Your response to this provided information on existing services that you provide. Please provide, in as much relevant detail as possible, how you plan to engage these groups. Also, where will you be providing the wellness services for each population?

2. How services will meet the cultural and linguistic needs of those being served

Your response addressed the linguistic needs but did not address the cultural portion. Please provide, in as much relevant detail as possible, your strategy for addressing cultural needs.

6. How data will be collected, analyzed, and provided to the County

Please provide an example of the charts and breakdown by activity documents you refer to in your response.

7. Strategy for sustaining program services in the event that funding is reduced or eliminated

Please elaborate, with as much relevant detail as possible, on your strategy should MHSA funding become reduced or is eliminated.

Attachment 4

Danielle Sanchez

From: Cynthia Raschein
Sent: Thursday, June 20, 2019 8:31 AM
To: Tiffany Armstrong; Barbara Longo
Subject: FW: Response to BH Eval Committee
Attachments: LAN Tracking Sheet.pdf; LAN Eval questions Responses 6.17.19.docx
Importance: High

Here are LAN's responses to our evaluation questions. Let me know what our next steps should be.

Thanks.

From: Cathy Dirden <mcdirden@hotmail.com>
Sent: Wednesday, June 19, 2019 4:50 PM
To: Cynthia Raschein <CRaschein@co.lassen.ca.us>
Cc: kam Vento <lassenauroranetwork@lassenauroranetwork.org>
Subject: Response to BH Eval Committee
Importance: High

Hi Cynt hia,

Per your request, attached are the Response letter and Tracking Sheet as requested for Lassen Aurora Network's Proposal.

Please let us know if you have any further questions or need further clarification.

Thank you,

Cathy Dirden
LAN Director
260-5578

June 14, 2019

Lassen County Health and Social Services
Behavioral Health Request for Proposals (RFP) 2019-03
Provision of Behavioral Health Wellness and One-on-One Peer Support

RE: Post Review Discussion with Bidders - Lassen Aurora Network (LAN)

Below are LAN's responses to questions submitted by Lassen County Behavioral Health's evaluation committee regarding the proposal submitted.

Question #1 How you will engage children, adolescents, transitional age youth, adults and older adults as well as their families, and approximately how many of each group you will serve. Your response to this provided information on existing services that you provide. Please provide, in as much relevant detail as possible, how you plan to engage these groups. Also, where will you be providing the wellness services for each population?

Response

All LAN groups are served by activities designed to appeal to and engage the target group. Families with adolescent children attend Family Time at LAN and Family Time at the Movies (held at the Lassen Library). During the recent contract period, Family Time at LAN had 143 contacts, 47 of which were unique. Family Time at the Movies had 60 contacts, 37 of which were unique. Currently, there are no specific TAY groups, however, there are TAY attendees at a variety of groups. LAN group breakdown information is available, and we will develop a report of specific categories.

Seniors attend many of our groups such as Speak Easy and Exploring Art Through Watercolors. A specific group targeting seniors is conducted at Lassen Rehabilitation on River street. Over the current contract period, 267 contacts were made, 52 of which were unique.

New groups to target specific populations are: Smoothie Heaven (possibly TAY) and Munchkins and Me (families and young children). Other group ideas will be developed with input from individuals from the target populations.

Approximately 40 Groups per month were accomplished during the current contract. LAN has the capacity to add 20 more groups per month. These groups can be conducted onsite or offsite with the potential for 120 contacts per month. LAN is currently considering an evidence-based program to reach out to TAY and looks forward to discussing the opportunity with Behavioral Health.

Question #2 How services will meet the cultural and linguistic needs of those being served. Your response addressed the linguistic needs but did not address the cultural portion. Please provide, in as much relevant detail as possible, your strategy for addressing cultural needs.

Response

LAN will meet the cultural needs of those being served through inclusion, dignity, respect, and a welcoming attitude. We are allies and a designated safe zone. All are welcome. this reduces disparities identified in racial, ethnic, cultural, linguistic and underserved populations. One of our LAN directors is Native-American and has provided culturally sensitive activities such as Sage workshops in the past. We will identify some possible workshops with native-Americans in mind. This same director is our LAN representative on Behavioral Health's Cultural Competency Committee and will provide us with guidance it meets the cultural needs of our consumers.

Whenever possible, activities will be led by representatives of the group being served. LAN can provide structure, training, and experienced peer support specialists to facilitate the process. While our peer support specialists may not always be a perfect match for a culture, they represent a cross-section of society and have life experiences which gives them a unique perspective in dealing with stigma.

Question #3 How data will be collected, analyzed, and provided to the County. Please provide an example of the charts and breakdown by activity documents you refer to in your response.

Response

LAN will continue to provide required support documentation as identified by Behavioral Health's MHSA Accounting department during this contract period. See some examples provided. Further report development is being evaluated.

Question #4 Strategy for sustaining program services in the event that funding is reduced or eliminated. Please elaborate, with as much relevant detail as possible, on your strategy should MHSA funding become reduced or is eliminated.

Response

Loss of MHSA funding would be catastrophic. Firstly, it's imperative that LAN as a non-profit better understand our primary funding source. The recent activity, ABC's of Advocacy, is part of our strategy. LAN reached out to our community and had 24 or more stakeholders attend a workshop to learn about MHSA funding. It's also imperative that we not only be good stewards of public monies but articulate to stakeholders what we are doing.

LAN will continue efforts in understanding the funding process through the Ambassador program and the MHSA Accountability Commission. We need to be strong advocates for our peer-supported wellness program to both our local community, the State, and the County.

LAN is planning an open house in July to raise awareness in the community about our location and services. Our website is regularly updated, and our calendar of events and newsletters are available online as well as distributed to key organizations and locations throughout the community. We are currently reaching out using Facebook and Instagram.

LAN is aware that the aforementioned strategy will not replace lost MHSA funding. Over the past six months a review of Public and Private grants did not reveal a strategy for long-term support of our program. Most grants are one year in duration and targeted toward specific activities, such as stigma reduction. Local grants are possible but are limited as there is a lot of competition for local funding.

LAN could develop a fee for service and start charging for groups. However, that would likely eliminate the most disadvantaged people and would likely not generate enough revenue to support a wellness center. The ideal solution would be a gifted house or vacant property transferred to our non-profit as a permanent sustainable location, similar to how the Family Resource Centers came into being with MHSA CSS funding.

LAN is committed to providing excellent, relevant service to the best of our ability and continue to document through all means possible. Peer-support wellness is an evidence-based practice and a proven support and prevention model that is part of the continuum of care.



WELLNESS CENTER
815 Cottage St. ♦ Susanville, CA 96130

Phone: 530.257.3864 ♦ **Fax:** 530.250.4050

Email: jassenaurofanetwork@frontier.net ♦ **Web:** www.jassenaurofanetwork.org
501(c) (3) Non-Profit ♦ NPI #1366920233

Activity Sheet

Date: _____ **Facilitator:** _____

<input type="checkbox"/> Peer Support Socialization	<input type="checkbox"/> Peer Support	<input type="checkbox"/> Full Service Partner Peer Support	<input type="checkbox"/> Provider Training	<input type="checkbox"/> Check-In	<input type="checkbox"/> Family Time	<input type="checkbox"/> Women's Wellness
<input type="checkbox"/> Walk With Us	<input type="checkbox"/> Depression & Anxiety	<input type="checkbox"/> Healthy Eating	<input type="checkbox"/> Vet-2Vet	<input type="checkbox"/> Family Time at the Movies	<input type="checkbox"/> Gentle Yoga	<input type="checkbox"/> Senior Group
<input type="checkbox"/> Meditation	<input type="checkbox"/> Vet-2-Vet	<input type="checkbox"/> Community Event (Write-In)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[illegible]

Attachment 5

I'm currently out of town and will check in with Kam and the rest of the board when I return.

Cathy

Sent from my iPhone

On Jul 11, 2019, at 4:01 PM, Cynthia Raschein <CRaschein@co.lassen.ca.us> wrote:

Cathy,

Our evaluation committee reviewed your responses and are still unclear on how Lassen Aurora Network plans on implementing the scope of work as it is outlined in the RFP. Specifically, as to how Aurora Network intends to reach out and accommodate the targeted groups listed in the RFP.

We would like to talk with you in person to provide you with an opportunity to clarify the questions we have.

We have some time available on July 15, July 17 and July 18. Please let me know if any of these times work for you.

Thank you,
Cynthia

From: Cathy Dirden <mcdirden@hotmail.com>

Sent: Wednesday, June 19, 2019 4:50 PM

To: Cynthia Raschein <CRaschein@co.lassen.ca.us>

Cc: kam Vento <lassenauroranetwork@lassenauroranetwork.org>

Subject: Response to BH Eval Committee

Importance: High

Hi Cynt hia,

Per your request, attached are the Response letter and Tracking Sheet as requested for Lassen Aurora Network's Proposal.

Please let us know if you have any further questions or need further clarification.

Thank you,

Cathy Dirden
LAN Director
260-5578

Attachment 6

Danielle Sanchez

From: Tiffany Armstrong
Sent: Tuesday, July 30, 2019 4:50 PM
To: kam Vento; Cathy Dirden; lccbusiness@icloud.com
Cc: Barbara Longo; Cynthia Raschein
Subject: RE: LAN 2019-2020 Program
Attachments: Lassen Aurora Network 2019 -2020.docx

Hi Kam, We have some comments and items that need clarity regarding your proposal you submitted. Please review attached document.

From: kam Vento [mailto:lassenauroranetwork@lassenauroranetwork.org]
Sent: Monday, July 22, 2019 1:51 PM
To: Tiffany Armstrong; Cathy Dirden; lccbusiness@icloud.com
Subject: LAN 2019-2020 Program

Tiffany

Here's the typed list of programs discussed at the last meeting.
Kam



Wellness Center

815 Cottage St., Susanville, CA 96130

Ph. 530.257.3864 Email: lassenauroranetwork@frontiernet.net Web: www.lassenauroranetwork.org
Fx. 530.250.4050 501(c) (3) EIN# 1366920233 NPI# 1366920233

Lassen Aurora Network 2019-2020 Program Schedule

Base on the RFP these are the unserved and underserved populations of Lassen County.

- Individuals with serious mental health disabilities
- Veterans
- Transitional Age Youth (Lassen High School and Lassen College)
- Middle School Youth (Diamond View School)
- Older Adults
- Children 0-5 and parents
- Foster Youth
- Individuals incarcerated in the jail and juvenile hall (The Juvenile hall is now closed)

Children

Achieve Together—Disadvantaged Youth Mentoring Program (6)

Adolescents

Achieve Together—Disadvantaged Youth Mentoring Program. (6)

Forward Thinking/Life Skills for youth offenders. (10)

Transitional Age Youth

Achieve Together—Disadvantaged Youth Mentoring Program (6)

Red Road to Welbriety—A sobriety, recovery especially Native American Medicine Wheel and 12 Step Tradition (15)

Adults

Threshold Program—Federal Prison Life and reentry skills for ex-offenders. NREPP CBP assisting adult ex offenders in the process of process of prosocial change. (14)

Justice and Healing—Peer support group for caregivers of child sexual abuse. (25)

Red Road to Welbriety—A sobriety, recovery especially for Native Americans. Following the teachings of the Native American Medicine Wheel and 12 Step Tradition. (15)

Veterans—Equine assisted psychotherapy at Wild Horse Sanctuary in Shingletown combined with camaraderie and camping. (150)

Check In—Safe place to share hang ups and successes. (33)

Coffee Talking Conversation with a Dietician—Educational information on healthy eating and exercising. (42)

Exploring Art Through Watercolors—Learning coping skills (WRAP) Relaxing through art. (17)

Women's Tea—Socialization and relaxing time for women. (14)

Meditation—Learning coping skills (WRAP) and Relaxation skills using guided imagery. (17)

Nurture Yourself Through Anxiety and Depression—Educational information on how to cope with anxiety and depression. (29)

Survivors of Suicide Loss—Supporting each other through discussion of fears and concerns. (8)

Walk With Us—A time for exercise and conversation. (25)

Commented [TA1]: Are you only serving six children for the entire year? Will you be working with the schools and if so what schools will be involved? Will this be held at the schools?

Commented [KV2R1]: We have not spoken with the school and our facilitator is currently on vacation. We are planning on meeting with the school and facilitator to determine the number of students to mentor.

Commented [TA3]: Are you only serving six adolescents for the entire year? Will this be held at the schools? Will this be split based on gender?

Commented [KV4R3]: We have not spoken with the school and our facilitator is currently on vacation. We are planning on meeting with the school and facilitator to determine the number of students to mentor.

Commented [TA5]: Are you only serving ten adolescents for the entire year? Where will you be providing this service? Will this be in conjunction with Juvenile Probation?

Commented [KV6R5]: We have not spoken with the school and our facilitator is currently on vacation. We are planning on meeting with the school and facilitator to determine the number of students to mentor.

Commented [TA7]: How will this be different from the adolescents you will be serving?

Commented [KV8R7]: The core principles of the program can be tailored to apply to specific cohorts.

Commented [TA9]: Will you only be serving 15 for the whole year?

Commented [KV10R9]: Yes, these are the projected minimum unduplicated numbers for the year and could be higher as the program gets underway.

Commented [TA11]: Will this program work for people in the jail who are only there for a short period of time? M ... [1]

Commented [KV12R11]: This program is proposed ... [2]

Commented [TA13]: Is this open to both male and ... [3]

Commented [KV14R13]: It is not gender specific ... [4]

Commented [TA15]: Will you only be serving 15 ... [5]

Commented [KV16R15]: Yes, we have estimated a ... [6]

Commented [TA17]: Not sure who this applies to? ... [7]

Commented [KV18R17]: We will remove this.

Commented [TA19]: Will you be providing a Check ... [8]

Commented [KV20R19]: We are willing to do a ch ... [9]

Commented [TA21]: Not sure how a dietician wou ... [10]

Commented [KV22R21]: We will change the title ... [11]

Commented [TA23]: Can you include the WRAP p ... [12]

Commented [KV24R23]: Yes, we currently have ... [13]

Formatted ... [14]

Commented [TA25]: Can this group be merged w ... [15]

Commented [KV26R25]: We prefer not to merge ... [16]

Women's Wellness— Learning coping skills (WRAP) Creating wellness thorough art. (35)

Vet 2 Vet— Vets supporting vets. (14)

Individual Consumer Peer Support— One on one support as needed. (94)

Older Adults

Red Road to Welbriety— A sobriety, recovery especially for Native Americans. Following the teachings of the Native American Medicine Wheel and 12 Step Tradition. (15)

Senior Socialization: Learning socialization skills and pProvide an additional hour of activities a week at the Lassen rehab. Additionally, an activity with Lassen Senior Services. (15)

Veterans— Equine assisted psychotherapy at Wild Horse Sanctuary in Shingletown combined with camaraderie and camping. (150)

Senior Group: Socialization through activities. (62)

Families

Veterans— Equine assisted psychotherapy at Wild Horse Sanctuary in Shingletown combined with camaraderie and camping. (150)

Munchkin's & Me— Social support through fun and educational inter-active activities. Farm animal visits, community garden bug hotel, Tinkergarden. (25)

Family Time at the Movies— Family friendly movies. (54)

Speak Easy— Express yourself through stories, poems, and music. (12)

Commented [TA27]: I don't see a men's wellness. Can men with serious emotional illness also participate in this?

Commented [KV28R27]: We are currently identifying a facilitator for a men's group and plan to add the group with our new contract.

Commented [TA29]: Will this be at the Veterans memorial Hall on Main Street?

Commented [KV30R29]: It is held at the Memorial Hall

Commented [TA31]: Will you providing this to individuals in the ER who are in crisis?

Commented [KV32R31]: We would be happy to discuss this option with you and Cancer Lassen Hospital to determine the scope of the services.

Commented [TA33]: Is this 15 total for both Lassen Rehab and Lassen Senior Services?

Commented [KV34R33]: Lassen Rehab is the current facility we serve and Lassen Senior Services is the new location we are seeking to serve.

Commented [TA35]: See comments above

Commented [TA36]: Will you be providing support/wellness groups to families of middle and transitional age youth?

Commented [KV37R36]: We currently do this in the general population. We can identify potential opportunities to target the specific family groups.

Commented [TA38]: See comments above.

Commented [TA39]: Are you serving 25 families total for the year?

Commented [KV40R39]: We are projecting to serve 25 unduplicated families over a year.

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Page 1: [1] Commented [TA11] **Tiffany Armstrong** **7/30/2019 11:14:00 AM**

Will this program work for people in the jail who are only there for a short period of time? Many are only in the jail for a few weeks/months can this curriculum be used for them also? Will you only be serving 14 for the entire year at the jail? About 70-90 are usually on the jail list on a given month.

Page 1: [2] Commented [KV12R11] **Kam Vento** **7/31/2019 12:26:00 PM**

This program is proposed for individuals in the Federal Prison.

Page 1: [3] Commented [TA13] **Tiffany Armstrong** **7/30/2019 11:15:00 AM**

Is this open to both male and female individuals or will the group be based on gender specific?

Page 1: [4] Commented [KV14R13] **Kam Vento** **7/31/2019 12:27:00 PM**

It is not gender specific since it is intended for the caregivers of those who have been abused.

Page 1: [5] Commented [TA15] **Tiffany Armstrong** **7/30/2019 11:15:00 AM**

Will you only be serving 15 individuals for the entire year? Will this be broken out by gender?

Page 1: [6] Commented [KV16R15] **Kam Vento** **7/31/2019 11:46:00 AM**

Yes, we have estimated a minimum of 15 unduplicated individuals for the year and the numbers could be higher as the program gets underway. The program will serve both men and women who at times meet separately.

Page 1: [7] Commented [TA17] **Tiffany Armstrong** **7/30/2019 4:45:00 PM**

Not sure who this applies too? How will individuals in Lassen County be able to participate if they have no vehicle to drive to Shingletown? Psychotherapy is not allowed at a Wellness Center. You might check with the VSO MHSA grant to see if they can cover this program.

Page 1: [8] Commented [TA19] **Tiffany Armstrong** **7/30/2019 11:30:00 AM**

Will you be providing a Check in for adolescents and Transitional Age Youth?

Page 1: [9] Commented [KV20R19] **Kam Vento** **7/31/2019 12:31:00 PM**

We are willing to do a check in at a specific location for the specific population of TAY.

Page 1: [10] Commented [TA21] **Tiffany Armstrong** **7/30/2019 11:30:00 AM**

Not sure how a dietician would endorse coffee. Are you going to serve 42 for the entire year?

Page 1: [11] Commented [KV22R21] **Kam Vento** **7/31/2019 11:31:00 AM**

We will change the title to "Conversation with a Dietician". Based on the previous year unduplicated numbers we project an increase to 42 unique individuals.

Page 1: [12] Commented [TA23] **Tiffany Armstrong** **7/30/2019 11:21:00 AM**

Can you include the WRAP plan with the relaxing time with tea?

Page 1: [13] Commented [KV24R23]

Kam Vento

7/31/2019 11:47:00 AM

Yes, we currently have our own self-directed wellness plan, quality of life assessment, and intake form that we encourage everyone to complete. Our self-directed wellness plan is applicable to all our activities. Individuals choose the activities that support their self-directed wellness plan.

Page 1: [14] Formatted

Tiffany Armstrong

7/30/2019 11:19:00 AM

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Page 1: [15] Commented [TA25]

Tiffany Armstrong

7/30/2019 11:35:00 AM

Can this group be merged with the Talking with a Dietician?

Page 1: [16] Commented [KV26R25]

Kam Vento

7/31/2019 11:30:00 AM

We prefer not to merge Walk With Us with Conversation with a Dietician. Please advise if Walk With Us is a billable activity.

Attachment 7

**AGREEMENT BETWEEN LASSEN COUNTY
AND
LASSEN AURORA NETWORK, INC.**

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and Lassen Aurora Network, Inc. (LAN), a private, non-profit corporation in Susanville, California, (hereinafter "CONTRACTOR").

WHEREAS COUNTY, in its capacity as administrator of Mental Health Services Act (MHSA) programs, desires the assistance of consumers of behavioral health services and their families to engage others in need of treatment services; and to provide peer support to those in recovery; and

WHEREAS COUNTY, in its capacity as administrator of California Department of Health Care Services Behavioral Health Division programs; is required to assure consumer input and perspective in the planning, implementation, and maintenance of behavioral health services; and

WHEREAS CONTRACTOR operates an organization composed of current and former consumers of behavioral health services and their family members; and

WHEREAS CONTRACTOR has expressed its ability and willingness to assist COUNTY to meet the needs described above;

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.

CONTRACTOR agrees to provide said services at the time, place and in the manner specified in Attachment A.

2. TERM.

The term of this agreement shall be for the period of September 1, 2019 through June 30, 2020.

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.

- 4.1 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.

4.2 COUNTY shall:

- 4.2.1 Provide program consultation and technical assistance to CONTRACTOR.
- 4.2.2 Monitor and evaluate CONTRACTOR's performance, expenditures, and service levels for compliance with the terms of this Agreement.
- 4.2.3 Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.
- 4.2.4 Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.
- 4.2.5 Review and approve all peer support group activities and peer support providers assigned to various groups funded under the terms of this contract.

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. Patricia Ferne, Chairman and John Brooner, Vice Chairman are the authorized representatives 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
- Exhibit A – Sign in Sheet

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

CONTRACTOR

Dated: Sept 5, 2019

By: Patricia Ferne
Patricia Ferne, Chairman
Lassen Aurora Network, Inc.

Dated: Sept 5, 2019

By: John Brooner
John Brooner, Vice Chairman
Lassen Aurora Network, Inc.

COUNTY

Dated: 10-1-19

By: ME
Richard Egan
County Administrative Officer

Dated: 9/20/19

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

Approved as to form:

Robert M. Burns
Lassen County Counsel

By: Andrew Haut 9-9-19
Andrew Haut
Attorney for County Counsel

ATTACHMENT A
AGREEMENT BETWEEN LASSEN COUNTY
AND
LASSEN AURORA NETWORK, INC.

SCOPE OF SERVICES

A. PURPOSE

The purpose of this Agreement is to

1. Ensure the availability of services that support COUNTY's efforts to stabilize and promote recovery for individuals in the community. Such support services include but are not necessarily limited to
 - Wellness Groups: Led by peers in recovery and in which individuals may learn more about their illness and develop the skills to recover and manage their wellness.
 - Individual check-in and/or individual peer support services.

CONSUMER AND COMMUNITY SERVICES

A.1. Wellness Group Activities. Consistent with COUNTY's MHSA plans, CONTRACTOR shall provide a minimum of one hundred and fifty (150) opportunities for group wellness activities led by trained individuals and designed to strengthen recovery, promote resiliency, and instill hope. For the purpose of this contract, a group shall consist of not less than three (3) participants. Groups will be at no cost to the participant.

Wellness groups shall include unserved and underserved populations including:

- Individuals with serious mental health disabilities
- Veterans
- Transitional Age Youth (Lassen High School and Lassen College)
- Middle School Youth (Diamond View School)
- Older Adults
- Children 0-5 and parents
- Foster Youth
- Individuals incarcerated in the jail and juvenile hall

In recognition of the benefits of robust participation and diversity in groups, group participation shall be structured without regard to diagnosis, disability, ethnicity, religion, or sexual orientation. With COUNTY authorization, groups may be structured according to gender. If there are safety or other concerns, CONTRACTOR shall seek guidance from COUNTY.

Service delivery sites and wellness group activities to be provided pursuant to this section of the Agreement must first be approved by COUNTY.

A.2. Individual Peer Support Services. Consistent with COUNTY's MHSA plans, CONTRACTOR shall provide a minimum of two hundred (200) opportunities for individual peer support services

with a trained Peer Support individual designed to strengthen recovery, promote resiliency, and instill hope.

A.3. DOCUMENTATION AND REPORTING. CONTRACTOR shall document services provided pursuant to this Agreement as outlined below and submit documentation with invoices as described in ATTACHMENT B - PAYMENT. For the purpose of this contract, a group shall consist of not less than three (3) participants.

- 2.1. Wellness Group Activities
 - Provide copy of the curriculum and all resource of materials used for the group. All curricula must be approved by COUNTY prior to using for the intended target population(s).
A dated roster signed by all the individuals attending the group. The roster must clearly identify the curriculum/activities presented and specify the target population(s). Roster under as Exhibit A to this Agreement.
- 2.2. Individual Peer Support Services. A dated roster signed by the individual receiving Peer Support Services. The roster must clearly identify the curriculum/activities presented and specify the target population(s). Roster shown in Exhibit A to this Agreement shall be used to document all Peer Support Services.

END OF ATTACHMENT A

ATTACHMENT B
AGREEMENT BETWEEN LASSEN COUNTY
AND
LASSEN AURORA NETWORK, INC.

PAYMENT

B.1 COUNTY shall pay CONTRACTOR as follows:

- B.1.1. CONTRACTOR shall submit requests for payment by the 10th day of the month following the month in which services were provided. Requests for payment shall be substantially in the form of an invoice. Documentation of services provided and hours worked shall be submitted with the applicable invoice as described in Section A.6. of Attachment A of this Agreement.

CONTRACTOR shall submit invoices and required documentation to the individual below for review and approval of payment:

Tiffany Armstrong
555 Hospital Lane
Susanville, CA 96130

- B.1.2. AUTHORIZATION REQUIRED. CONTRACTOR understands that services performed by CONTRACTOR and not authorized by COUNTY shall not be paid for by COUNTY.

B.2 Payment Grid.

Scope #	Program/Service Description	Funding Source	Unit Type	Maximum Rate	Total # Units	Total Amount
A.1	Wellness Center & Group Activities Tier Reimbursement as follows: I. 3 to 5 participants - \$75.00 II. 6 to 11 participants - \$125.00 III. 12 and above - \$200.00	MHSA	Group (3 or more)	\$200.00	300	\$60,000.00
A.2	Individual Peer Support Services	MHSA	Hourly	\$45.00	200	\$9,000.00
A.3	Documentation & Reporting	MHSA	Monthly	\$45.00	12	\$540.00
MAXIMUM CONTRACT AMOUNT						\$69,540.00

Payment is contingent upon the availability of funds and approval by the Board of Supervisors.

END OF ATTACHMENT B

ATTACHMENT C

**AGREEMENT BETWEEN LASSEN COUNTY
AND
LASSEN AURORA NETWORK, INC.**

ADDITIONAL PROVISIONS

- C.1 PATIENTS' RIGHTS.** The parties to the Agreement will comply with all applicable laws, regulations and state policies relating to patients' rights.
- C.2 HIPAA COMPLIANCE.** CONTRACTOR will comply with the requirements of the Federal Health Insurance Portability and Accountability Act ("HIPAA"). The Business Associate Agreement attached hereto as Attachment E is made a part of this Agreement by this reference.
- C.3 AUDITS.** 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 Agreement.
- C.4 OPERATIONAL REVIEW.** The operational review is basically a program, fiscal, and organizational audit to be conducted during the annual period for quality assurance and improvement measuring, monitoring, and assuring contract compliance. The Deputy CAO for Health and Social Services will authorize the lead person(s) conducting the operational review and writing the final report. The final report may include areas requiring improvements, commendations, and/or no response necessary.

END OF ATTACHMENT C

ATTACHMENT D

AGREEMENT BETWEEN LASSEN COUNTY AND LASSEN AURORA NETWORK, INC.

GENERAL PROVISIONS

- D.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:
- D.1.1** CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
 - D.1.2** CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
 - D.1.3** CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
 - D.1.4** CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.
 - D.1.5** CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
 - D.1.6** CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.
 - D.1.7** COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

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

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

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

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

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

D.5 INSURANCE.

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

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of 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 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.5.1.3 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

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

hereunder.

- D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.
- D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.
- D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.
- D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:
- 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. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.
- D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.
- D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall indemnify and hold harmless COUNTY, its elected

and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, subcontractors, or volunteers.

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

storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

- D.13.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date. Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy, which COUNTY may have in law or equity.
- D.13.3 CONTRACTOR or COUNTY may terminate its services under this Agreement upon thirty (30) working days written notice, without liability for damages.
- 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 nor conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

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

D.34 CONFLICT OF INTEREST.

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

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

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

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

CONTRACTOR has an interest of any type, with certain narrow exceptions.

- D.35 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.
- D.36 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.
- D.37 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).
- D.38 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

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

If to "CONTRACTOR":

Patricia Ferne, Chairman
John Brooner, Vice Chairman
Lassen Aurora Network, Inc.
815 Cottage Street
Susanville, California 96130

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

END OF ATTACHMENT D

ATTACHMENT E
AGREEMENT BETWEEN LASSEN COUNTY
AND
LASSEN AURORA NETWORK, INC.
BUSINESS ASSOCIATE AGREEMENT

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

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

- A. Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1966, Public Law 104.191, known as the "the Administrative Simplification provisions," direct the Department of Health and 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 Lassen Aurora Network, Inc., dated, _____ and is here referred to as the "Arrangement Agreement"); and
- D. Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement.

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

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

the term designated record set in Section 164.501.

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

BUSINESS ASSOCIATE ADDENDUM

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

RECITALS

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

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

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

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

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

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act or 42 CFR Part 2, if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health

plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 30 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section

17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. Accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Business Associate's Insurance.** Insurance provisions in Paragraph D.5 of the Agreement shall be effective for the Addendum as long as the Agreement is in effect.
- n. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- p. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Indemnification

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

5. Disclaimer

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

6. Certification

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

7. Amendment

- a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract 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

Lassen Aurora Network
Wellness Group/Individual Peer Support Services: (title of group/individual peer support services)
Targeted Group: (Transitional Age Youth, Older Adults, etc.)
Date: _____

[illegible]

Aurora Staff/Peer Member		
Printed Name	Signature	Staff or Peer