



# LASSEN COUNTY

## Health and Social Services Department

- ☒ **HSS Administration**
- ☐ **Public Guardian**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-8128
- ☐ **Grant and Loans Division**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-2683
- ☐ **Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251-8108/8112  
  
**Chestnut Annex**  
1400-A & B Chestnut Street  
Susanville, CA 96130  
(530) 251-8112
- ☐ **Patients' Rights Advocate**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8322
- ☐ **Public Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- ☐ **Environmental Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- ☐ **Community Social Services**  
336 Alexander Avenue  
Susanville, CA 96130  
  
**LassenWORKS**  
**Business & Career Network**  
PO Box 1359  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 251-8152  
  
**Child & Family Services**  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251-8277  
  
**Adult Services**  
PO Box 429  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8158
- ☐ **HSS Fiscal**  
PO Box 1180  
Susanville, CA 96130  
(530) 251-2614

**Date:** May 27, 2021

**To:** Aaron Albaugh, Chairman  
Lassen County Board of Supervisors

**From:** Barbara Longo, Director  
Health & Social Services

**Subject:** Agreement between Lassen County and BHC Sierra Vista Hospital, Inc. dba Sierra Vista Hospital for Fiscal Years 2020/2023 for Acute Psychiatric Inpatient Care

### Background:

On August 28, 2020, the Board of Supervisors approved the list of Health and Social Services contracts for Fiscal Year 20/21. Subsequently, BHC Sierra Vista Hospital had rate changes that will need further approval for the contract to be fully executed and processed.

In the original approved rates, the Hospital Administrative Day Rate was listed at \$597.34 per day. The updated rate in the current contract attached is \$660.66. There are no other changes to the contract.

### Fiscal Impact:

No impact to the County General Fund. Funds are budgeted through Behavioral Health 110-0751

### Action Requested:

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

**AGREEMENT BETWEEN LASSEN COUNTY AND  
BHC SIERRA VISTA HOSPITAL, INC.  
d.b.a. SIERRA VISTA HOSPITAL**

**THIS AGREEMENT** is entered into by and between the County of Lassen, a political subdivision of the State of California, hereinafter called "COUNTY", and BHC Sierra Vista Hospital, Inc. d.b.a. Sierra Vista Hospital, a Tennessee Corporation, hereinafter called "CONTRACTOR."

**WHEREAS**, COUNTY has need to extend to the residents of Lassen County acute psychiatric inpatient care under the Short-Doyle Act (Welfare and Institutions Code, Sections 5600, et seq.) and,

**WHEREAS**, CONTRACTOR can provide that acute psychiatric inpatient care at its facility,

NOW, THEREFORE, in consideration of the promises herein, the parties hereto agree as follows:

1. **SERVICES:** CONTRACTOR shall provide acute psychiatric inpatient care to clients referred by COUNTY. Such services shall include, but not be limited to 72-hour detention under Section 5150 of the Welfare and Institutions Code, 14-day Certification under Section 5250 of the Welfare and Institutions Code and Voluntary patients that would otherwise be referred by COUNTY'S Mental Health Services.
2. **72-HOUR HOLD:** COUNTY hereby agrees that it will designate the CONTRACTOR as a facility for 72-hour detention for treatment and evaluation as well as for 14-day Certifications, as provided for in Welfare and Institutions Code Section 5150, et seq.
3. **SERVICES:** The services provided within the Hospital will be under the general direction of and the supervision of the Director of the facility and/or the physicians in charge. Acute psychiatric day rates include daily evaluation and documentation by the treating psychiatrist.
4. **RATES AND BILLING:**
  - a. The rate structure utilized to negotiate the contract is inclusive of all services defined as psychiatric inpatient services in Title 9, Chapter II, and that the rate structure does not include non-hospital based physician or psychological services unless the provider is a Short-Doyle Medi-Cal provider.
  - b. The per diem rate is considered to be payment in full, subject to third party liability and patients share of costs, for psychiatric inpatient hospital services to a beneficiary.
  - c. For the services which the CONTRACTOR shall perform under this agreement (See Exhibit A) COUNTY shall pay to CONTRACTOR the rates identified on Exhibit B.
  - d. CONTRACTOR shall provide billing procedures and be responsible to bill those patients eligible for payment by private insurance, Medi-Cal, Medicare, or those persons able to pay from private sources.
  - e. CONTRACTOR and COUNTY agree to meet and confer if, in the opinion of CONTRACTOR, the proposed patient admission will require utilization of CONTRACTOR'S resources, or those purchased by CONTRACTOR specifically

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to provide services to the patient, to the extent that CONTRACTOR'S daily charges for the client will exceed the All Inclusive Per Diem Rate recited in paragraph 5c (not to include ECT) by 220%. In this circumstance, CONTRACTOR agrees to contact COUNTY immediately for the purpose of meeting and conferring on COUNTY'S approval to CONTRACTOR to generate such expenditures and to compensate CONTRACTOR to the extent said expenditure exceed the average All Inclusive Per Diem Rate described by 220%. In such case, COUNTY may determine not to approve said expenditures and to remove the patient, or make separate arrangements for ancillary services, in which case no additional payment by COUNTY shall be required. In the case that COUNTY determines to approve or continue the placement of the specific patients with CONTRACTOR, COUNTY and CONTRACTOR agree that COUNTY shall compensate CONTRACTOR at the rate of 70% of the actual billed charges incurred. In the event of continuation of CONTRACTOR services, COUNTY shall inform CONTRACTOR of the proper procedures for submission of claims for said charges.

- f. Contractor will mail invoices within 60 days to Lassen County Mental Health Fiscal Dept., P.O. Box 1180, Susanville, CA 96130.

#### 5. TRANSPORTATION AND PATIENT PREPARATION:

- a. Transportation from County to Sacramento and upon discharge from the Sacramento facility to County will be the responsibility of and expense of COUNTY. All aftercare arrangements will be the responsibility of COUNTY.
- b. COUNTY, before transporting and admitting a patient into the Hospital, will make prior arrangement with CONTRACTOR and obtain permission for admission.
- c. It is further understood and agreed that COUNTY will arrange for transportation back to COUNTY of all patients within 24 hours of termination of the 72-hour or 14-day Certification period in which CONTRACTOR may legally retain those involuntary patients that COUNTY refers to CONTRACTOR.

#### 6. PATIENT RECORDS:

- a. All beneficiaries' records will be available from CONTRACTOR to COUNTY or COUNTY'S designee for authorized review for fiscal audits, programs compliance and beneficiary complaints.
- b. All records relating to this Agreement shall be prepared and maintained in accordance with the Welfare and Institutions Code relating to the Lanterman-Petris-Short Act and the Short-Doyle Act and all records shall be maintained for a period of at least seven years or until audit findings are resolved. All records shall be subject to the confidentiality provisions of Welfare and Institutions Code Section 5328 and the Code of Federal Regulations, Title 45, Section 205.50. The State Department of Mental Health, either party hereto, and/or their appropriate audit agency, shall have the right to inspect all records in order to evaluate the cost, quality, appropriateness, and timeliness of service.
- c. Patient records must comply with all appropriate state and federal requirements.
- d. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under Contract (Government Code Section 8546.7).

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8. **TERM OF CONTRACT:** This Agreement shall commence on July 1, 2020, and shall terminate on June 30, 2023. This Agreement may be extended for an additional 12-months periods upon written agreement of the parties. Rates will be automatically adjusted to that established by CONTRACTOR at the time of renewal, unless otherwise listed.

9. **TERMINATION NOTICE:** This Agreement may be terminated under the following conditions:

- a. By mutual consent of the parties with a 30-day notice.
- b. At any time upon a material breach of any of the provisions hereof with a 30-day notice.
- c. By the COUNTY upon delivery of written notice thereof to CONTRACTOR with 30-day notice.
- d. By CONTRACTOR upon delivery of written notice thereof to COUNTY with 30-day notice.

10. **ASSIGNMENT:** The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the COUNTY, except that claims for money due the CONTRACTOR from the COUNTY under this Agreement may be assigned by the CONTRACTOR to a bank, trust company, or other financial institution without such approval, written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

11. **INDEPENDENT CONTRACTOR:** It is specifically understood and agreed that in the making and performance of this Agreement, CONTRACTOR is an independent contractor and is not an employee, agent, or servant of COUNTY.

12. **INDEMNIFICATION:**

a. Claims Arising From Sole Acts or Omissions of COUNTY.

The County of Lassen ("COUNTY") hereby agrees to defend and indemnify CONTRACTOR, its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'CONTRACTOR'), from any claim, action or proceeding against CONTRACTOR, arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At its sole discretion, CONTRACTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. CONTRACTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

b. Claims Arising From Sole Acts or Omissions of CONTRACTOR.

CONTRACTOR hereby agrees to defend and indemnify the County of Lassen, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'COUNTY') from any claim, action or proceeding against COUNTY, arising solely out the acts or omissions of CONTRACTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve CONTRACTOR of any obligation imposed by this Agreement. COUNTY shall notify CONTRACTOR promptly of any claim, action or proceeding and cooperate fully in the defense.

c. Claims Arising From Concurrent Acts or Omissions

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AGREEMENT BETWEEN LASSEN COUNTY AND BHC SIERRA VISTA HOSPITAL

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

d. Joint Defense

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

e. Reimbursement and/or Reallocation

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

13. **AMENDMENT:** This Agreement may only be modified by a written amendment hereto, executed by both parties.

14. **INSURANCE:** CONTRACTOR shall maintain programs of self-insurance during the life of the Agreement. Certificates of insurance shall be submitted to and approved by COUNTY prior to the execution of this Agreement by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least 20 days prior written notice has been given to COUNTY.

- a. **Worker's Compensation Insurance:** CONTRACTOR'S employees shall be covered by Worker's Compensation Insurance or a program of self-insurance in compliance with State law in a minimum amount of One million dollars (\$1,000,000) per occurrence, combined single limit, bodily injury and property damage. In case of any such work sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR'S Worker's Compensation Insurance.
- b. CONTRACTOR shall maintain a program of self-insurance professional liability insurance and general liability insurance with limits of liability of not less than Two million (\$2,000,000) per occurrence and Five million (\$5,000,000) in aggregate.
- c. CONTRACTOR shall require each subcontractor to procure and maintain during the life of his contract public liability, property damage and other

insurance, with minimum limits equal to one-half the amounts requires by CONTRACTOR.

- d. All certificates, endorsements, cancellations, and other notices required under Paragraph 10, shall be mailed by CONTRACTOR to the following address:

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

And to CONTRACTOR by COUNTY to the following address:

Mike Zauner, CEO  
Sierra Vista Hospital  
8001 Bruceville Road  
Sacramento, CA 95823

- 15. QUALITY OF CARE:** CONTRACTOR assures COUNTY that beneficiaries will not be unlawfully discriminated against in any manner, including race, creed, color, sex, national origin and admission practices, placement in special wings or rooms, or provision of special or separate meals.

- a. CONTRACTOR will post notices explaining grievance, appeal and expedited appeal processes and procedures
- b. CONTRACTOR will notify COUNTY of all grievances, appeals and expedited appeals within 24 hours of receipt of filing.

- 16. NO INTEREST:** CONTRACTOR hereby covenants that he has, at the time of execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

- 17. CONFORM TO REGULATIONS:** CONTRACTOR shall adhere to Title XIX of the Social Security Act, USC and conform to all applicable federal and state statutes and regulations.

- 18. CALIFORNIA LAW:** The laws of the State of California shall govern this Agreement. It constitutes the entire Agreement between the parties regarding its subject matter.

This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

- 19. HIPAA COMPLIANCE.** CONTRACTOR will comply with the requirements of the Federal Health Insurance Portability and Accountability Act ("HIPAA").

- 20. SPECIAL NOTICING PROVISIONS:** The CONTRACTOR consistent with DMH Letter #04-04 shall provide upon admission EPSDT and TBS notices to all COUNTY Medi-Cal beneficiaries under the age of 21 and to their representative. The COUNTY shall provide CONTRACTOR with the EPSDT and TBS noticing materials (see Exhibit E).

**21. MEDI-CAL COST REPORT:** CONTRACTOR shall provide COUNTY with an annual Cost Report in the appropriate format for submission to the State of California, Department of Mental Health for Medi-Cal reimbursement no later than 30 days from the end of the State Fiscal Year. This Cost Report will establish the final basis upon which CONTRACTOR will be paid for services provided during the term of the Agreement for those accounts that are deemed appropriate.

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

Dated: 5/14/21

**CONTRACTOR**

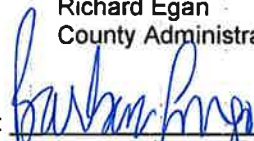
By:   
Mike Zauner, CEO  
Sierra Vista Hospital

**COUNTY**

Dated: \_\_\_\_\_


By: \_\_\_\_\_  
Richard Egan  
County Administrative Officer

Dated: 5/27/2021

By:   
Barbara Longo, Director  
Health and Social Services

Approved as to form:

Amanda Uhrhammer  
Lassen County Counsel

By: 

**AGREEMENT BETWEEN LASSEN COUNTY AND  
BHC SIERRA VISTA HOSPITAL, INC.  
d.b.a. SIERRA VISTA HOSPITAL**

**EXHIBIT A  
COVERED SERVICES**

**Inpatient Mental Health Service.**

Services shall include clinical and medical services which are generally recognized and accepted for the diagnosis and treatment of a behavioral disorder or psychological injury, as clinically necessary.

- A. Semi-private room accommodations including bed, board, and related services.
- B. Twenty-four hour nursing care.
- C. Physical and mental examination for assessment and diagnosis.
- D. Crisis intervention services.
- E. Administration and supervision of the clinical use of psychotropic medications.
- F. Individual and group psychotherapy.
- G. Short Doyle services are all inclusive and include psychiatrist / physician fees. Medi-Cal physician fees will be billed by the CONTRACTOR directly to the COUNTY.
- H. Art, recreational and vocational therapy.
- I. Psychological testing and consultation directed related to evaluation and diagnosis. Charges for this service are not included in the per diem rate and will be reimbursed separately at CONTRACTOR's actual cost and only with prior authorization of COUNTY.
- J. Clinical laboratory services.
- K. Social services.



**AGREEMENT BETWEEN LASSEN COUNTY AND  
BHC SIERRA VISTA HOSPITAL, INC.  
d.b.a. SIERRA VISTA HOSPITAL**

**EXHIBIT B**

**PAYMENT**

<b>Year One - July 1, 2020 - June 30, 2021</b>				
<b>Program/Service Description</b>	<b>Funding Source</b>	<b>Unit Type</b>	<b>Rate</b>	<b>Total # Units</b>
<b>Medi-Cal Rate Child only</b>				
Acute Facility Psychiatric	Medi-Cal	Daily	\$889.00	TBD
Professional Fees - (When Services Needed)	Medi-Cal	As Needed	\$90.00	TBD
Hospital Administrative Day	Medi-Cal	Daily	\$660.66	TBD
<b>Short-Doyle Rate</b>				
Acute Facility Psychiatric/Child W/O Psych. Support	Realignment	Daily	\$889.00	TBD
Acute Facility Psychiatric/Child With Psych. Support	Realignment	Daily	\$979.00	TBD
Adult Inpatient - All Inclusive	Realignment	Daily	\$979.00	TBD
Hospital Administrative Day	Realignment	Daily	\$660.66	TBD
Adult 22-64 yrs. Old	Medi-Cal	Daily	\$979.00	TBD
<b>Year Two - July 1, 2021 - June 30, 2022</b>				
<b>Program/Service Description</b>	<b>Funding Source</b>	<b>Unit Type</b>	<b>Rate</b>	<b>Total # Units</b>
<b>Medi-Cal Rate Child only</b>				
Acute Facility Psychiatric	Medi-Cal	Daily	TBD	TBD
Professional Fees - (When Services Needed)	Medi-Cal	As Needed	TBD	TBD
Hospital Administrative Day	Medi-Cal	Daily	TBD	TBD
<b>Short-Doyle Rate</b>				
Acute Facility Psychiatric/Child W/O Psych. Support	Realignment	Daily	TBD	TBD
Acute Facility Psychiatric/Child With Psych. Support	Realignment	Daily	TBD	TBD
Adult Inpatient - All Inclusive	Realignment	Daily	TBD	TBD
Hospital Administrative Day	Realignment	Daily	TBD	TBD
Adult 22-64 yrs. Old	Medi-Cal	Daily	TBD	TBD

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Year Three- July 1, 2022 - June 30, 2023				
Program/Service Description	Funding Source	Unit Type	Rate	Total # Units
<b>Medi-Cal Rate Child only</b>				
Acute Facility Psychiatric	Medi-Cal	Daily	TBD	TBD
Professional Fees - (When Services Needed)	Medi-Cal	As Needed	TBD	TBD
Hospital Administrative Day	Medi-Cal	Daily	TBD	TBD
<b>Short-Doyle Rate</b>				
Acute Facility Psychiatric/Child W/O Psych. Support	Realignment	Daily	TBD	TBD
Acute Facility Psychiatric/Child With Psych. Support	Realignment	Daily	TBD	TBD
Adult Inpatient - All Inclusive	Realignment	Daily	TBD	TBD
Hospital Administrative Day	Realignment	Daily	TBD	TBD
Adult 22-64 yrs. Old	Medi-Cal	Daily	TBD	TBD
<p>*Short-Doyle Administrative Day Rate will be paid at the rate determined by the Department of Health Care Services Rate Development Branch at time of establishment by HCSR for FY 20/23</p> <p>* Requires written pre-authorization.* Contingent on the availability of funds approved by the Board of Supervisors.</p> <p>E = Early Periodic Screening, Diagnostic &amp; Treatment; R = Realignment</p> <p>Medi-Cal payer of 1st resort; COUNTY payer of last resort</p> <p>* SMA (State Maximum Allowance) rates are set by the State Dept. of Health Care Services (DHCS) and change at intervals throughout the year. For purposes of the contract "Current SMA rate" Means the SMA rate set by DHCS at the time the services was performed.</p>				

END OF EXHIBIT B

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AGREEMENT BETWEEN LASSEN COUNTY AND BHC SIERRA VISTA HOSPITAL

**AGREEMENT BETWEEN LASSEN COUNTY AND  
BHC SIERRA VISTA HOSPITAL, INC.  
d.b.a. SIERRA VISTA HOSPITAL**

**EXHIBIT C  
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", BHC Sierra Vista Hospital, Inc. d.b.a. Sierra Vista Hospital, 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 BHC Sierra Vista Hospital, Inc. d.b.a. Sierra Vista Hospital, 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 BHC Sierra Vista Hospital, Inc. d.b.a. Sierra Vista Hospital.
  - 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 EXHIBIT C**

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**EXHIBIT D**  
**AGREEMENT BETWEEN LASSEN COUNTY**  
**AND**  
**BHC SIERRA VISTA HOSPITAL, INC.**  
**d.b.a. SIERRA VISTA HOSPITAL**  
**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 BHC Sierra Vista Hospital, Inc. d.b.a. Sierra Vista Hospital, 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.

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- 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)].

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- 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

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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**

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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.

**AGREEMENT BETWEEN LASSEN COUNTY AND  
BHC SIERRA VISTA HOSPITAL, INC.  
d.b.a. SIERRA VISTA HOSPITAL**

**EXHIBIT E**

**Medi-Cal Services for Children and Young People**

**THERAPEUTIC BEHAVIORAL SERVICES**

This notice is for children and young people, under 21 years of age, who have full-scope Medi-Cal. This notice is also for the families, caregivers or guardians of those children and young people.

A Medi-Cal mental health service called Therapeutic Behavioral Services (TBS) is available from county mental health departments. This notice gives you information about TBS. You may also get information about TBS from your county mental health department by calling one of the toll-free numbers listed at the end of this notice.

**What are Therapeutic Behavioral Services (TBS)?**

TBS is a type of mental health service available to you if you have serious emotional problems. You must be under 21 and have full-scope Medi-Cal to get TBS.

- If you are living at home, the TBS staff person can work one-to-one with you to reduce severe behavior problems to try to keep you from needing to go to a higher level of care, such as a group home for children and young people with very serious emotional problems.
- If you are living in a group home for children and young people with very serious emotional problems, a TBS staff person can work with you so you may be able to move to a lower level of care, such as a foster home or back home.

The rest of this notice will answer your questions about ways TBS can help you.

TBS will help you and your family, caregiver or guardian learn new ways of controlling problem behavior and ways of increasing the kinds of behavior that will allow you to be successful. You, the TBS staff person, and your family, caregiver or guardian will work together very intensively for a short period of time, until you no longer need TBS. You will have a TBS Plan that will say what you, your family, caregiver or guardian, and the TBS staff person will do during TBS, and when and where TBS will occur. The TBS staff person can work with you in most places where you are likely to need help with your problem behavior. This includes your home, foster home, group home, school, day treatment program and other areas in the community.

**Who can get TBS?**

You may be able to get TBS if you have full scope Medi-Cal, are under 21 years old AND

- Have serious emotional problems AND
- Live in a group home for children and young people with very serious emotional problems. [Group homes are sometimes called Rate Classification Level (RCL) 12, 13 or 14 group homes]; OR
- Live in a state mental health hospital, a nursing facility that specializes in mental health treatment or Mental Health Rehabilitation Center (these places are also called institutions for mental diseases or IMDs); OR
- Are at risk of having to live in a group home (RCL 12, 13 or 14), a mental health hospital or IMD; OR
- Have been hospitalized, within the last 2 years, for emergency mental health problems.

**Are there other things that must happen for me to get TBS?**

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Yes. You must be getting other mental health services. TBS adds to other mental health services. It doesn't take the place of them. Since TBS is short term, other mental health services may be needed to keep problems from coming back or getting worse after TBS has ended.

TBS is not provided if the reason it is needed is:

- Only to help you follow a court order about probation
- Only to protect your physical safety or the safety of other people
- Only to make things easier for your family, caregiver, guardian or teachers
- Only to help with behaviors that are not part of your mental health problems

You cannot get TBS while you are in a mental health hospital, an IMD, or locked juvenile justice setting, such as a juvenile hall. If you are in a mental health hospital or an IMD, though, you may be able to leave the mental hospital or IMD sooner, because TBS can be added to other mental health services to help you stay in a lower level of care (home, a foster home or a group home).

#### **How do I get TBS?**

If you think you may need TBS, ask your psychiatrist, therapist or case manager, if you already have one, to contact the county mental health department and request services. A family member, caregiver, guardian, doctor, psychologist, counselor or social worker may call and ask for information about TBS or other mental health services for you. You may also call the county mental health department and ask about TBS. The county mental health departments' toll-free numbers are listed at the end of this notice.

Who decides whether or not I need TBS and where and when I can get it? The county mental health department decides if you need mental health services, including TBS. Usually a county mental health department staff person will talk with you, your family, caregiver or guardian, and others who are important in your life and will make a Plan for all the mental health services you need, including an TBS Plan if TBS is needed. This may take one or two meetings face-to-face, sometimes more. If you need TBS, someone will be assigned as your 165 staff person.

#### **What is in my TBS Plan?**

Your TBS Plan will spell out the problem behaviors that need to change and what the TBS staff person, you and sometimes your family, caregiver or guardian will do when TBS happens. The TBS Plan will say how many hours a day and the number of days a week the TBS staff person will work with you and your family, caregiver or guardian. The hours in the TBS Plan may be during the day, early morning, evening or night. The days in the TBS Plan may be on weekends as well as weekdays. The TBS plan will say how long you will receive TBS. The TBS Plan will be reviewed regularly. TBS may go on for a longer period of time, if the review shows you are making progress but need more time.

What if the county mental health department doesn't approve TBS, but you, your family or caregivers disagree?

You can file a grievance with the county mental health department if the county mental health department doesn't approve TBS, but you, your family, caregiver or guardian disagree. Call the county mental health department's toll free number to talk to a grievance coordinator for information and help. The toll-free numbers are listed at the end of this notice. You may also call the county patient's rights advocate or the State Mental Health Ombudsman Office at 1-800-896-4042 or TTY 1-800-896-2512.

You and your family or caregivers can ask for a State Hearing instead of filing a grievance or at the same time you file a grievance with the county mental health department. Call 1-800-952-5253, send a fax to 916-229-4110, or write to the State Department of Social Services/State Hearings Division, P.O. Box 944243, Mail Station 19-37, Sacramento CA 94244-2430. You must ask for a State Hearing within 90 days after you learn that your request to the county mental health



department for TBS was denied. Protection & Advocacy, Inc. is also available to assist with complaints, appeals, and grievances at 1-800-776-5746 or [www.pai-ca.org](http://www.pai-ca.org)

**Medi-Cal Services for Children and Young People:**

Early and  
Periodic  
Screening,  
Diagnostic  
and  
Treatment

**Mental Health Services**

*This notice is for children and young people who qualify for Medi-Cal EPSDT services because they are under 21. This notice is also for caregivers or guardians of children and young people who qualify for EPSDT.*

What are Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services?

EPSDT services are extra Medi-Cal services. You can get them in addition to other Medi-Cal services. You must be under age 21 and have full scope Medi-Cal to get these services. EPSDT services correct or improve medical problems that your doctor or other health care provider finds, even if the health problem will not go away entirely.

How can I get EPSDT services for my child or, if am under age 21, for myself?

Ask your doctor or clinic about EPSDT services. You may get these services if you and your doctor, or other health care provider, clinic (such as Child Health and Disability Prevention Program [CHDP]) or county mental health department agrees that you need them.

What are EPSDT mental health services?

EPSDT mental health services are Medi-Cal services that correct or improve mental health problems. These problems may be sadness, nervousness, or anger that makes your life difficult.

Some of the services you can get from your county mental health department are:

- Individual therapy
- Group therapy
- Family therapy
- Crisis counseling
- Case management
- Special day programs
- Medication for your mental health
- EPSDT mental health services to alcohol and drug problems you have that affect your mental health.

You can also ask for counseling and therapy as often as once per week or more if you think you need it. You may be able to get these services in your home or in the community.

In most cases, your county mental health department, you, and your doctor or provider will decide if the services you ask for are medically necessary. County mental health departments must approve your EPSDT services. Every county mental health department has a toll-free phone number that you can call for more information and to ask for EPSDT mental health services.



#### What are EPSDT Therapeutic Behavior Services (TBS)?

Therapeutic Behavioral Services (TBS) is a new EPSDT mental health service. TBS helps children and young people who:

- Have severe emotional problems
- Live in a mental health placement or are at risk of placement, or
- Have been hospitalized recently for mental health problems.

If you get other mental health services and still feel very sad, nervous, or angry, you may be able to have a trained mental health coach help you. This person could help you when you have problems that might cause you to get mad, upset or sad. This person would come to your home, group home or go with you on trips and activities in the community.

Your county mental health department can tell you how to ask for an assessment to see if you need mental health services including TBS.

#### Who can I talk to about EPSDT mental health services?

You can talk to your doctor, psychologist, counselor or social worker about EPSDT mental health services. For children and young people in a group home or residential facility, you can talk to the staff about getting additional EPSDT services, treat may

For children in foster care, you can also ask the child's court-appointed attorney. You can also call your county mental health department directly. (Look in your phone book for the toll-free telephone number, or call the State mental health ombudsman)

#### What if I don't get the services I want from my county mental health department?

You can file a grievance with the county mental health department if the county mental health department denies the EPSDT services requested by your doctor or provider. You may also file a grievance if you think you need mental health services and your provider or county mental health department does not agree. Call the county mental health department's toll free number to talk to a grievance coordinator for information and help. You may also call the county patient's rights advocate, or the State Mental Health Ombudsman Office.

You can ask for a State hearing at the same time. Call 1-800-952-5253, send a fax to 916-229-4110, or write to the Department of Social Services/State Hearings Division, P.O Box 944243, Mail Station 19-37, Sacramento CA 94244-2430. You must ask for a hearing within 90 days after you learn that your request for services was denied. Protection & Advocacy, Inc. is also available to assist with complaints, appeals, and grievances, please contact the telephone numbers

#### Who can I call for more information?

For more information following offices at the below:

County Mental Health Department toll-free access number

Look in your local phone book

Department of Mental Health Ombudsman Office

1-800-896-4042

Child Health and Disability Prevention (CHOP) Program located in your county or city health department.

Look in your local phone book.

Protection & Advocacy, Inc.

1 -800-776-5746

or [www.pai-ca.org](http://www.pai-ca.org)

**COUNTY MENTAL HEALTH DEPARTMENTS—Toll-Free Numbers**

Note: For Yuba County: See Sutter - Bi-County. For Sierra County: See Placer County

Alameda County 1-800-491-9099  
Alpine County 1-800-486-2163  
Amador County 1-888-310-6555  
Butte County 1-800-334-6622  
Calaveras County 1-800-499-3030  
Colusa County Business hours: 1-888-793-6580 after hours: 1-800-700-3577  
Contra Costa County 1-888-678-7277  
Del Norte County 1-888-446-4408  
El Dorado County 1-800-929-1955  
Fresno County 1-800-654-3937  
Glenn County Business hours: 1-800-500-6582 After hours: 1-888-624-5820  
Humboldt County 1-888-849-5728  
Imperial County 1-800-817-5292  
Kern County 1-800-991-5272  
Kings County 1-800-655-2553  
Lake County 1-800-900-2075  
Lassen County 1-888-530-8688  
Inyo County 1-800-841-5011  
Los Angeles County 1-800-854-7771  
Ma County 1-888-818-1115  
Madera County 1-888-275-9779  
Mariposa County 1-800-549-6741  
Mendocino County 1-800-575-4357  
Merced County 1-888-334-0163  
Modoc County 1-888-700-3577  
Mono County Business hours: 1-800-687-1101 After hours: 1-800-700-3577  
Monterey County 1-888-258-6029  
Napa County 1-800-648-8650  
Nevada County 1-888-801-1437  
Orange County 1-800-723-8641  
Placer County (Also serves Sierra County): 1-888-886-5401  
Plumas County 1-800-757-7898  
Riverside County 1-800-706-7500  
Sacramento County 1-888-88-4881  
San Benito County 1-888-636-4020  
San Bernardino County 1-888-743-1478  
San Diego County 1-800-479-3339  
San Francisco County 1-888-246-3333

San Joaquin County 1-888-468-9370  
San Luis Obispo County 1-800-838-1381  
San Mateo County 1-800- 686-0101  
Santa Barbara County 1-888-868-1649  
Santa Clara County 1-800-704-0900  
Santa Cruz County 1-800-952-2335  
Shasta County 1-888-385-5201  
Siskiyou County 1-800-842-8979  
Solano County 1 -800-547-0495  
Sonoma County 1 -800-870-8786  
Stanislaus County 1-888-376-6246  
Sutter-Yuba Bi-County 1-888-923-3800  
Tehama County 1-800-240-3208  
Trinity County 1-888-624-5820  
Tulare County 1-800-320-1616  
Tuolumne County 1-800-630-1130  
Ventura County 1-800-671-0887  
Yolo County 1-888-965-6647

## ATTACHMENT F

### AGREEMENT BETWEEN LASSEN COUNTY AND BHC SIERRA VISTA HOSPITAL

#### COMMUNITY BASED ORGANIZATION MASTER CONTRACT

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

##### I. Confidentiality:

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

B. CONTRACTOR shall have a secure email system and ensure that staff members abide by the COUNTY (HIPAA Policy and Procedures Overview HSS11-04). CONTRACTOR shall institute compliant "Password Management" policies and procedures, which shall include procedures for creating, changing, and safeguarding passwords. In addition to providing a password for access, CONTRACTOR shall establish and train all users on guidelines for creating passwords and expiring passwords every 90 days. CONTRACTOR shall ensure that workforce members are trained on how to safeguard the password information.

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

D. CONTRACTOR shall provide necessary client information to any other service provider within the COUNTY System and County-contracted providers for treatment activities (including the need to make timely referrals among programs for purposes of providing integrated services within this system of care) and/or for payment activities of said providers, and/or for health care operations of said providers if each of the entities has or had a relationship with the client. CONTRACTOR shall obtain clients' informed consent whenever possible. However, the absence of such consent will not preclude the exchange of information with other COUNTY service providers. CONTRACTOR shall obtain client consent, in a form mandated by applicable state or federal law, before releasing PHI and/or PI to those who are outside the COUNTY system of services except as otherwise provided by law. In accordance with the law, CONTRACTOR shall disclose to appropriate treatment providers information concerning clients served pursuant to this agreement for purposes of securing treatment, and to the extent minimally necessary to accomplish the purpose of coordinating or managing health care and to perform the functions specified in the California Welfare and Institutions Code.

## **II. Maintenance of Records:**

A. The maintenance, access, disposal, and transfer of records shall be in accordance with professional standards and applicable local, state, and federal laws and regulations including, if applicable, the specified regulations of the Substance Abuse and Crime Prevention Act of 2000. Please see the **Health and Social Services Record Storage and Retention Policy and Procedure 06-01 Revision 3**,

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

C. CONTRACTOR shall, keep and maintain records of each service rendered under the Medi-Cal program or any other health care program administered by the department or its agents or contractors, the beneficiary or person to whom rendered, the date the service was rendered, and any additional information as the department may by regulation require. Records required to be kept and maintained under this section shall be retained by the provider for a period of 10 years from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later, in accordance with Section 438.3(u) of Title 42 of the Code of Federal Regulations.

## **III. Patient Rights:**

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

## **IV. General Supervision:**

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

## **V. Enrollment:**

All CONTRACTORS that bill third parties for provisions of services (e.g., Medi-Cal, Medicare, Partnership Health) shall check each client's insurance status upon client's first entry into their program (admission/episode opening) and monthly thereafter. CONTRACTOR shall inform uninsured clients about options for health care coverage, including but not limited to federal and local programs, such as Medi-Cal, Medicare, Partnership Health, or other sources of payment, such as private insurance. CONTRACTOR is responsible for the verification of benefits. CONTRACTOR shall provide or arrange for, through referrals or otherwise, assistance with benefits enrollment and/or re-enrollment where benefits do not exist or coverage has lapsed.

## **VI. Materials and Presentations:**

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

## **VII. Organizational Staffing:**

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AGREEMENT BETWEEN LASSEN COUNTY AND BHC SIERRA VISTA HOSPITAL

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

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

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

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

#### **VIII. Administrative and Program Standards:**

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

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

- Title 9: Mental Health
- California Department of Health Care Services (DHCS) Alcohol and Other Drug Standards;
- DHCS Perinatal Services Guidelines;
- DHCS Youth Treatment Guidelines;
- Title 9: Driving Under the Influence;
- Title 22: Drug Medi-Cal;
- Substance Abuse Prevention and Treatment Block Grant; and/or Center for Substance Abuse Prevention (CSAP).

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

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

- Submit to COUNTY a written policy which states that clients have the right to be referred to another provider if they object to the religious nature of the program;
- Include a copy of this policy in its client admission forms;
- Notify the LCBH-designated Clinical Liaison of any referrals to alternate providers due to religious objections; and
- Ensure that the client contacts the alternate provider to which he or she is referred.

iii. *Criminal Background Checks and Fingerprinting* – CONTRACTOR agrees to consent to criminal background checks, including fingerprinting when required to do so under state law or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider. CONTRACTOR shall ensure that any person with a five percent or more direct or indirect ownership interest in CONTRACTOR's organization consents to a criminal background check and submission of fingerprints within 30-days upon request from Centers for Medicare and Medicaid Services or the Department of Health Care Services pursuant to 42CFR 455.434(b)(1) and (2). CONTRACTOR shall ensure that its staff, board, and any owners are trained on preventing fraud, waste and abuse. CONTRACTOR shall be responsible for tracking and monitoring that staff and management have completed the training and shall submit upon request a tracking report to the Health and Social Services Compliance Officer by June 30. CONTRACTOR shall also submit an attestation to the Health and Social Services Compliance Office that each employee has signed a code of conduct within the last 12 months.

iv. *Culturally and Linguistically Appropriate Services (CLAS)* – CONTRACTOR shall implement each of the National Standards for CLAS in Health and Health Care. CONTRACTOR shall complete and submit to COUNTY an electronic survey regarding their implementation of CLAS by March 15 of the following fiscal year that demonstrates implementation of CLAS and that all staff and managers have completed an annual cultural competence training. The Dymally-Alatorre Bilingual Services Act of 1973, Gov. Code §§ 7290 – 7298, requires state and local agencies serving a substantial number of non-English speaking people to employ a sufficient number of qualified bilingual staff in public contact positions and to translate documents explaining available services into their clients' languages. The Bilingual Services Program of the California Department of Human Resources (CalHR) is responsible for ensuring state agencies comply with the Act.

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

vi. *Non-Discrimination in Services and Employment* – Under the laws of the United States and the State of California, CONTRACTOR shall not unlawfully discriminate against any person on the basis of race, color, religion, national origin, sex, age, physical, sensory, cognitive, or mental disability; marital status; sexual orientation or identity; AIDS/HIV status; medical

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condition; political activities or affiliation; or military or veteran status. For the purpose of this Contract, discrimination includes, but is not limited to, any the following examples of one individual or group of individuals being treated differently from other individuals served under this contract: denying an otherwise eligible individual any service, providing a benefit which is different, or providing a service in a different manner or at a different time; subjecting an otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating an individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals shall meet in order to be provided any service or benefit.

vii. *Smoke-Free Workplace Certification* – Public Law 103-227, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. By signing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act. The prohibitions herein are effective December 26, 1994.

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

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

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

#### **X. Quality Assurance (QA):**

A. CONTRACTOR shall comply with COUNTY's Consumer Grievance and Appeal Policy and Procedures *BH# 18-27 Revision 1 Client Problem Resolution Process*. CONTRACTOR shall comply with procedures, postings and adherence guidelines pertaining to the posting and distribution of COUNTY's Informing Materials pertaining to Consumer Rights.

B. CONTRACTOR shall submit reports per the COUNTY *BH# 18-41 Medi-Cal Service Delivery Verification* Policy within seven business days of knowledge of the event and shall also adhere to state reporting guidelines for Unusual Occurrences per the appropriate state licensing agency.

C. CONTRACTOR shall review and comply with the *BH# 18-69 Quality Improvement Program and BH# 18-71 Utilization Management* policies from COUNTY.

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D. CONTRACTOR shall ensure that staff providing services under this Agreement, both clinical and non-clinical, are in good standing with Centers for Medicare and Medicaid Services (CMS) and the California Department of Health Care Services and are not on any list of providers who are excluded from participation in federal health care programs or on the Medi-Cal Exclusion List. CONTRACTOR shall notify COUNTY of changes in non-clinical and clinical staffing. CONTRACTOR is responsible for performing exclusion list checks prior to hiring a potential employee. CONTRACTOR shall complete and submit the COUNTY Monthly Staff Change on a monthly basis to attest that all staff changes have been submitted to COUNTY.

E. CONTRACTOR shall be responsible for knowing and implementing the policies *BH#18-27 Revision 1 Client Problem Resolution Process, BH# 18-41 Medi-Cal Service Delivery Verification BH# 18-69 Quality Improvement Program and BH# 18-71 Utilization Management* from COUNTY. Email communications may be made to notify providers of periodic updates and changes made to COUNTY policies. CONTRACTOR shall have and maintain a QA Plan that meets the requirements of the COUNTY. This plan shall be available on-site for review by COUNTY and include CONTRACTOR's policies and procedures on such QA topics.

F. CONTRACTOR shall be responsible for informing the COUNTY of any changes to CONTRACTOR's contact person and/or lead QA contact person and their contact information including email address to receive notices from COUNTY. CONTRACTOR shall regularly verify consumer's contact information and update COUNTY records for purposes of service verification.

G. CONTRACTOR shall be responsible for verifying the credentials and licensing of their staff and employees as contained in COUNTY, state and federal requirements. Waivers for certain clinical staff are required in order to bill Medi-Cal and CONTRACTOR shall familiarize themselves and comply with the waiver requirements. COUNTY has the right to request CONTRACTOR's credential log or records and CONTRACTOR's personnel record files to verify CONTRACTOR's credentialing process and applicable credentials of staff.

H. CONTRACTOR shall have an internal review and authorization process that is described in its policies and procedures and that ensures that consumers served by CONTRACTOR meet, on an ongoing basis, the medical necessity criteria to receive Specialty Mental Health Services. CONTRACTOR shall comply with policies related to the Utilization Management Program of COUNTY as set forth in COUNTY policies.

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

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

- Assesses a Medi-Cal beneficiary and determines that the beneficiary does not meet medical necessity criteria and no specialty mental health services will be provided;
- Denies or modifies a provider's request for payment authorization for a specialty mental health service;
- Denies or modifies the provider's request for payment authorization for a specialty mental health service already received by the beneficiary;
- Does not provide the resolution of a grievance, appeal or expedited appeal within the required timeframes; and/or

- Does not provide timely services based on the MHP's established standards.

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

L. CONTRACTOR shall have all employees train to the Culturally and Linguistically Appropriate Services (CLAS) Standards and submit a training log to the COUNTY quarterly.

#### **XI. Continuity of Services:**

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

#### **XII. Program Modification:**

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

#### **XIII. Compliance with Contract Provisions:**

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

#### **XIV. Medi-Cal Administrative Activities (MAA):**

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

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

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

#### **Cal. Health & Safety Code §11999.**

The Legislature finds and declares all of the following:

- (a) The Legislature has established various drug- and alcohol-related programs which provide for

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education, prevention, intervention, treatment, or enforcement.

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

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

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

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

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

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

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

Cal. Health & Safety Code §11999.2.

(a) Notwithstanding any other provision of law, commencing July 1, 1990, no state funds shall be encumbered by a state agency for allocation to any entity, whether public or private, for a drug- or alcohol-related program, unless the drug- or alcohol-related program contains a component that clearly explains in written materials that there shall be no unlawful use of drugs or alcohol. No aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **XVI. DMC Beneficiary Benefit-Full Payment:**

CONTRACTOR shall accept proof of DMC eligibility as payment in full for drug treatment services in accordance with Title 22 CCR 51341.1(h)(7).

Except where share of cost, as defined in Section 50090, is applicable, CONTRACTOR shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered. CONTRACTOR shall not charge fees to a beneficiary for access to Drug Medi-Cal substance use disorder services or for admission to a Drug Medi-Cal treatment slot.

A. 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

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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.

- B. CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided
- C. COUNTY will notify DHCS within 30 business days of any CONTRACTORS and/or sub-CONTRACTORS contract termination.

#### **XVII. Residential, Transitional and Recovery Residence Programs:**

Guidelines for Residential, Transitional and Recovery Residence Programs:

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

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

#### **XVIII. Requirements for Substance Abuse Prevention and Treatment Block Grant Funds:**

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

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

C. CONTRACTORS shall follow treatment preference:

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

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

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

**XIX.. Perinatal Services Guidelines:**

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

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

**These perinatal programs must:**

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

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

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

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- c. Education and information on the effects of alcohol and drug use during pregnancy and breast feeding; and
- d. Parenting skills building and child development information.

#### **Additional Provisions**

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

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

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

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

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

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

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

#### **XX. Debarment and Suspension Certification**

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

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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

Exceptions will not necessarily result in denial of award, but will be considered in determining CONTRACTOR responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

#### **XXI. Minimum Quality Drug Treatment Standards for Drug Medi-Cal**

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

##### **A. Personnel Policies**

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

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

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

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

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

- a) Use of drugs and/or alcohol;
- b) Prohibition of social/business relationship with beneficiary's or their family members for personal gain;
- c) Prohibition of sexual contact with beneficiary's;
- d) Conflict of interest;
- e) Providing services beyond scope;
- f) Discrimination against beneficiary's or staff;
- g) Verbally, physically, or sexually harassing, threatening, or abusing beneficiary's, family members or other staff;
- h) Protection beneficiary confidentiality;
- i) The elements found in the code of conduct(s) for the certifying organization(s) the program's counselors are certified under; and
- j) Cooperate with complaint investigations.



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

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

5. CONTRACTORS written roles and responsibilities and a code of conduct for the medical director shall be clearly documented, signed and dated by a program representative and physician.

## **B. Program Management**

### **1. Admission or Readmission**

a) CONTRACTORS programs shall include in its policies and procedures written admission and readmission criteria for determining beneficiary's eligibility and suitability for treatment. These criteria shall include, at minimum:

- i. DSM diagnosis;
- ii. Use of alcohol/drugs of abuse;
- iii. Physical health status; and iv. Documentation of social and psychological problems.

b) If a potential beneficiary does not meet the admission criteria, the beneficiary shall be referred to an appropriate service provider.

c) If a beneficiary is admitted to treatment, a consent to treatment form shall be signed by the beneficiary.

d) The medical director shall document the basis for the diagnosis in the beneficiary record.

e) All referrals made by program staff shall be documented in the beneficiary record.

f) Copies of the following documents shall be provided to the beneficiary upon admission:

- i. Beneficiary rights, share of cost if applicable, notification of DMC funding accepted as payment in full, and consent to treatment.

g) Copies of the following shall be provided to the beneficiary or posted in a prominent place accessible to all beneficiaries:

- i. A statement of nondiscrimination by race, religion, sex, ethnicity, age, disability, sexual preference, and ability to pay;

- ii. Complaint process and grievance procedures;

- iii. Appeal process for involuntary discharge; and

- iv. Program rules, expectations and regulations.

h) Where drug screening by urinalysis is deemed medically appropriate the program shall:

- i. Establish procedures which protect against the falsification and/or contamination of any urine sample; and

- ii. Document urinalysis results in the beneficiary's file.

### **2. Treatment**

A. CONTRACTORS assessment for all beneficiaries shall include:

- i. Drug/Alcohol use history;
- ii. Medical history;
- iii. Family history;
- iv. Psychiatric/psychological history;
- v. Social/recreational history;
- vi. Financial status/history;
- vii. Educational history;

- viii. Employment history;
- ix. Criminal history, legal status; and
- x. Previous SUD treatment history.

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

i. A problem statement for all problems identified through the assessment whether addressed or deferred;

ii. Goals to address each problem statement (unless deferred);

iii. Action steps to meet the goals that include who is responsible for the action and the target date for completion;

iv. Typed or legibly printed name, signature, and date of signature of primary counselor, beneficiary, and medical director; and

v. All treatment plans shall be reviewed in accordance with CCR Title 22 requirements and updated to accurately reflect the beneficiary's progress or lack of progress in treatment.

C. Progress notes shall document the beneficiary's progress toward completion of activities and achievement of goals on the treatment plan.

D. Discharge documentation shall be in accordance with CCR Title 22 51341.

i. A copy of the discharge plan shall be given to the beneficiary.



**ATTACHMENT G**  
**AGREEMENT BETWEEN**  
**LASSEN COUNTY**  
**AND**  
**BHC SIERRA VISTA HOSPITAL**

**COMMUNITY BASED ORGANIZATION MASTER CONTRACT**  
**LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION**

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

**I. Certification and Disclosure Requirements**

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

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

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

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

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

**II. Prohibition**

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

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