

**COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number: A-11196

COUNTY Department Contract Representative:
Len Foster
Director of Health
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California hereinafter referred to as "COUNTY", and **DAVIS GUEST HOME, INC.** hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR will provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code sections 5600 et seq.), Part 2.5 of Division 5 of the California Welfare and Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all federal and state rules and regulations pertaining to the provision of Medi-Cal services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: community-based living that provides a normalizing experience for adults with severe psychiatric disabilities.

II. EXHIBITS

The following exhibits are attached and incorporated by reference as a part of this Agreement:

- EXHIBIT A: PROGRAM DESCRIPTION
- EXHIBIT B: PAYMENT PROVISIONS
- EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
- EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
- EXHIBIT E: MONTHLY SERVICE LEVEL REPORT

- EXHIBIT F: PROVIDER INVOICE
- EXHIBIT G: SCHEDULE OF RATES
- EXHIBIT H: PRIOR AUTHORIZATION FOR ADMISSION FORM
- EXHIBIT I: BUSINESS ASSOCIATE AGREEMENT

III. PAYMENT BY COUNTY

- A Payment shall be made pursuant to the terms and conditions set forth in Exhibit B attached hereto and by this reference made a part hereof.
- B CONTRACTOR shall hold harmless the State of California and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

IV. TERM AND TERMINATION

- A Term. This Agreement shall be effective July 1, 2008 and shall remain in effect until June 30, 2011.
- B Termination without Cause. Either party may terminate this Agreement at any time by serving thirty (30) days written notice upon the other party. The notice shall state the effective date of and the reason for the termination.
- C Termination with Cause. COUNTY may cancel and terminate this Agreement for good cause immediately upon written notice to CONTRACTOR. "Good cause" includes, but is not limited to, failure of CONTRACTOR to perform a material requirement of the Agreement. "Good cause" shall also include CONTRACTOR's failure to implement corrective action in a timely fashion pursuant to section IX of this Agreement.
- D Reduction and/or Termination of Government Funding. Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, then COUNTY may, after consultation with the CONTRACTOR, elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, it is mutually agreed that the Agreement shall be amended to reflect any reduction in funding.
- E Survival of Obligations after Termination. Upon termination of this Agreement, COUNTY will no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
 - 1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients then receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) days after Agreement termination if the clients' treatment is not by then completed;
3. COUNTY, any payer, and CONTRACTOR will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above, except that COUNTY's post-termination payment obligations shall not exceed ten percent (10%) of the maximum amount payable to the CONTRACTOR under this Agreement as specified in Exhibit B;
4. CONTRACTOR will continue to remain obligated with respect to the confidentiality and auditing requirements of this Agreement.

V. COMPLIANCE WITH APPLICABLE LAW AND TERMS OF GRANT

- A Compliance with Law. In providing services under this Agreement, CONTRACTOR shall comply with all applicable laws, regulations, and administrative requirements adopted by federal, state, and local governments including, but not limited to, Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in Department of Mental Health letters and in the Cost Reporting/Data Collection (CR/DC) Manual. In addition, if CONTRACTOR is providing Medi-Cal services pursuant to this Agreement, CONTRACTOR shall comply with Title XIX of the Social Security Act, and all other applicable federal laws, regulations and guidelines pertaining to federally funded mental health programs, including all requirements necessary for Medicaid/Medi-Cal reimbursement for mental health treatment services.
- B Compliance with Terms of State and/or Federal Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the state and/or federal government in which the COUNTY is the grantee, CONTRACTOR will comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a subgrantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY will deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VI. LICENSURE AND STAFFING REQUIREMENTS

- A Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, the Welfare and Institutions Code, and all other applicable law for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and state certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and

practice.

- B Staffing. CONTRACTOR shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

VII. PATIENT RIGHTS

- A CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in Welfare and Institutions Code, Division 5, Part 1, sections 5325 et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860 et seq.).
- B As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals.

VIII. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

- A CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all state and federal requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. CONTRACTOR shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one year after the minor has reached the age of majority, but for a period of no less than seven years.
- B CONTRACTOR shall comply with the confidentiality requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

IX. CONTRACT MONITORING AND QUALITY CONTROL

- A The State Department of Mental Health, COUNTY, and other appropriate state and federal agencies shall have the right to inspect and evaluate the quality, appropriateness and timelines of services performed under this Agreement.
- B The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY's Quality Improvement (QI) Plan.

- C CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Department of Mental Health Client and Service Information System (CSI). Units of time reporting, as stipulated in the Cost Reporting/Data Collection (CR/DC) manual, are subject to special review and audit.
- D If the COUNTY discovers any practice, procedure, or policy of the CONTRACTOR which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program carried on pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of service, the COUNTY may require corrective action, withhold payment in whole or in part, or terminate this Agreement immediately. If COUNTY notifies CONTRACTOR that corrective action is required, CONTRACTOR shall initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the COUNTY within thirty (30) days, unless the COUNTY notifies the CONTRACTOR that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.
- E If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

X. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

- A Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR's employees or agents who were involved with the incident; (3) the names of COUNTY employees, if any, involved with the incident; and (4) a detailed description of the incident.
- B Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code sections 11164 et seq. CONTRACTOR shall require that all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements.
- C Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (Welfare and

Institutions Code sections 15600 Code et seq.). CONTRACTOR shall require that all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements.

XI. INDEMNIFICATION

- A CONTRACTOR shall indemnify, defend, and save harmless the COUNTY, its officers, agents, and employees, to the extent permitted by applicable law, from and against any and all claims, liabilities, and losses whatsoever (including but not limited to damages, court costs, and attorneys' fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents, and subcontractors.

XII. INSURANCE

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A Commercial general liability including, but not limited to, premises, personal injuries, products, and completed operations, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence; and
- B Automobile liability covering all motor vehicles, including owned, leased, non-owned, and hired vehicles used in providing services under this Agreement, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence; and
- C Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than one million dollars (\$1,000,000) each person, one million dollars (\$1,000,000) each accident and one million dollars (\$1,000,000) each disease; and
- D Professional liability insurance in the amount of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting

coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least five (5) years following the expiration or earlier termination of this Agreement.

E General Insurance Requirements.

1. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.
2. Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide identical coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage to the above requirements.
3. Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.
4. Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clauses in the Agreement, which shall continue in full force and effect.
5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement

and shall send, without demand by COUNTY, annual certificates to County's Contract Administrator and County's Contract/Purchasing Division. If the certificate is not received by the expiration date, COUNTY shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

XIII. ANNUAL COST REPORT

- A Submission of Year-End Cost Report. For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide to the COUNTY one (1) original and one (1) copy of an annual cost report within ninety (90) days following the close of each fiscal year. Such reports shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by the COUNTY.
- B Submission of Cost Report Upon Early Termination. If this Agreement is terminated or canceled prior to June 30th of any year, CONTRACTOR shall prepare a cost report for the Agreement period which ends on the termination or cancellation date, and shall submit two (2) copies of that report to the COUNTY within sixty (60) days after the termination or cancellation date.

XIV. ACCESS TO AND AUDIT OF RECORDS

- A Maintenance of Records. CONTRACTOR shall maintain records indicating the nature and extent of all services performed and all payments received under this Agreement for a period of five (5) years after completion of all services pursuant to this Agreement or until all disputes, claims, litigation, or audits have been resolved, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted standards and applicable law. Government Code sec. 8546.7 makes any expenditure of public funds over \$10,000 subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement.
- B Right to Inspect Records. The COUNTY, State Department of Mental Health, the Comptroller General of the United States, the U.S. Department of Health and Human Services, and other authorized federal and state agencies shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.
- C Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than sixty (60) days after the final audit settlement, or at COUNTY'S election,

COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment owed to CONTRACTOR under this or any other Agreement.

- D Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any state or federal agency resulting from an audit of CONTRACTOR's performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.
- E Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law.

XV. NON-DISCRIMINATION

- A Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), sex, or sexual preference, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR's facility access for the disabled shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- B Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual preference, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that

they provide are free of discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, sections 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code sec. 12900 et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, secs. 7285 et seq.;
3. Govt. Code secs. 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. Secs. 2000(d) et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. sec. 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. secs. 12101 et seq., and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code sec. 51 et seq.
8. Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E Written Assurance. Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this

Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. sec. 84.5 or other applicable state or federal regulations.

- F Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies. Such statement shall be consistent with the terms of this Agreement and shall be available to employees, recipients of services, and members of the public upon request.
- G Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any state agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I Binding on Subcontractors. The provisions above shall also apply to all CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions above in all subcontracts to perform work or provide services under this Agreement.

XVI. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

- A CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by Department of Mental Health regulations and policies and other applicable laws. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.
- B CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by Department of Mental Health regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.
- C For the purposes of this Section, access is defined as the availability of medically necessary mental health services in a manner that promotes, provides the opportunity and facilitates their use.

XVII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., to provide a drug-free workplace by doing all of the following:

- A Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibitions.
- B Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employees assistance programs;
 - 4. The penalties that may be imposed upon employees for drug abuse violations;
 - 5. Requiring that each employee engaged in the performance of the Agreement or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XVIII. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to, sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any liability COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

XIX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY's prior written authorization. At any time, COUNTY may require a complete

listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all COUNTY requirements, state requirements, and applicable law. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractors and persons either directly or indirectly employed by them.

XX. GENERAL PROVISIONS

- A Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- C Assignment. This Agreement shall not be assigned by CONTRACTOR, either in whole or in part, without the prior written consent of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement.
- D Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- E Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- F Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- G Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- H Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.
- I Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- J Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- K Construction of Agreement. The parties agree that each party has fully

participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

- L Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement will remain in full force and effect.
- M Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

XXI. CONSERVATORSHIP STATUS

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, the COUNTY will notify the CONTRACTOR as to the change of status for the conservatee. COUNTY will continue case management responsibility for any client whose Monterey County conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR'S facility and becoming a Stanislaus County permanent resident. All efforts will be made to relocate such a client to Monterey County for placement.

XXII. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

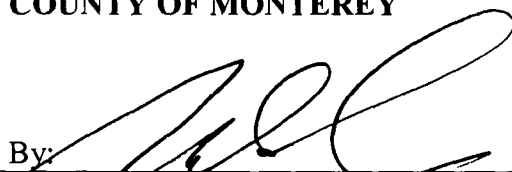
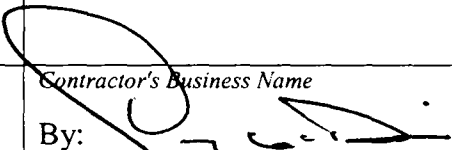
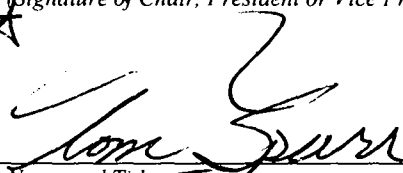
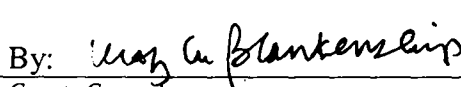
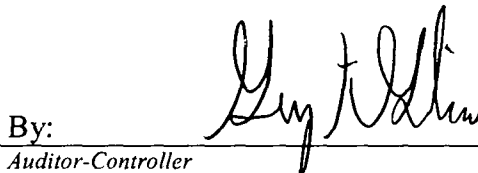

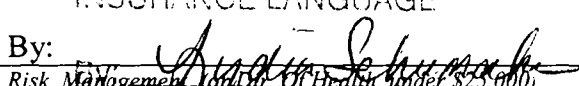
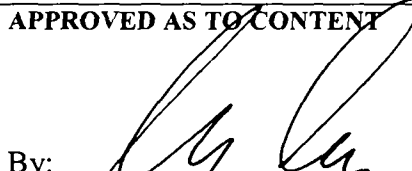
COUNTY OF MONTEREY

Wayne W. Clark
Behavioral Health Director
1270 Natividad Road
Salinas, CA 93906
(831) 755-4509

CONTRACTOR

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

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have executed this Agreement as of the day and year written above.

COUNTY OF MONTEREY	CONTRACTOR
By:  Director of Health (or Purchasing under \$25,000)	DAVIS GUEST HOME, INC. Contractor's Business Name
Date: 6/20/08	By:  Signature of Chair, President or Vice President)*
APPROVED AS TO LEGAL FORM	 Name and Title TOM SPURR V.P.
By:  County Counsel	Date: 12-29-07
Date: 4/28/08	APPROVED AS TO FISCAL PROVISIONS
By:  Auditor-Controller	By:  (Signature of Secretary, Assistant Secretary, CFO, or Assistant Treasurer)*
Date: RISK MANAGEMENT	Name and Title
APPROVED AS TO INSURANCE PROVISIONS COUNTY OF MONTEREY APPROVED AS TO INDEMNITY; INSURANCE LANGUAGE	Date:
By:  Risk Management (only for Of Health, under \$25,000)	
Date: 6-5-08	
APPROVED AS TO CONTENT	
By:  Behavioral Health Director	
Date: 5/30/08	

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**EXHIBIT A:
PROGRAM DESCRIPTION**

I. IDENTIFICATION OF PROVIDER

Davis Guest Home, Inc.
1878 East Hatch Road
Modesto, CA 95351

II. CERTIFICATION/TYPE OF FACILITY LICENSE

The Monterey County Behavioral Health Division (MCBHD) has developed a residential care registry of Monterey County clients in the program. A facility must provide a monthly list of clients they are providing extra assistance to be eligible for the registry.

The facility must show evidence of currently meeting all licensing requirements for Community Care facilities authorized by the State Department of Social Services to provide care and supervision to mentally disordered adults, as defined in Section 1502 of the Health and Safety Code. The facility must retain ongoing licensure and be in full compliance with licensing regulations. Any complaints received by the CONTRACTOR pertaining to services performed pursuant to this Agreement must be referred to MCBHD.

III. PROGRAM GOALS and OBJECTIVES

In order to receive a payment for the care of mentally ill clients who have been assessed by the MCBHD, a residential care facility must be licensed by the State of California Community Care Licensing and must provide services that will accomplish the following goals and objectives:

Goal #1 **For clients who require the management of behavioral problems, the facility will provide a level of supervision and intensive interaction that is consistent with the clients' needs as outlined in the client's individualized care plan.**

Objectives:

1a. The facility will participate with the case manager, the client and others in the development of an individualized needs assessment and care plan for each client within the first thirty (30) days of placement and retain a signed copy of the documented results in a client chart that is retained in the facility.

1b. The facility will work cooperatively with the staff and programs of the MCBHD to accomplish each client's individualized treatment plan and will document significant ongoing problems and/or progress.

1c. The facility will attempt to reasonably manage those crisis situations so as to avoid psychiatric hospitalization. The goal will be to reduce the client's need for acute psychiatric services.

1d. The facility will work cooperatively with and provide information to the MCBHD Case Manager to facilitate the evaluation of those clients deemed to require re-admission.

GOAL #2 The facility will assist the client to become more responsible to take medications as prescribed by the treating physician.

Objectives:

2a. Facility staff will transport the client to, and/or will monitor, visits for psychiatric treatment at MCBHD.

2b. Facility staff will attend scheduled medication evaluation and planning appointments and will work with MCBHD staff when medications are changed.

2c. The facility will store and dispense medication in an approved and effective manner, following State guidelines.

2d. The facility will maintain an updated record of the daily dispensing of medication, recording changes in dosages and types and recording the effects of medication administration.

GOAL #3 The facility will encourage the client to use treatment services and develop continuing support systems.

Objectives:

3a. The facility will provide transportation for the client to attend services and programs as outlined in each client's individual care plan.

3b. The facility will educate and encourage the client to use the services of the MCBHD Adult Services Programs and other specialized services identified in each client's individualized care plan.

3c. Facility staff will cooperate with the case manager and the staff of specialized services identified in each client's individualized care plan.

3d. The facility will document in the client folder, the client's attendance at community programs.

GOAL #4 **The facility will encourage the client's use of leisure time in a constructive manner.**

Objectives:

4a. The facility will post, on a monthly basis, information about programs, groups and activities that are provided by community agencies for the general and specialized needs and interests of the client.

4b. The facility will encourage the client to develop regular daily activities or routines.

4c. The facility will post, on a monthly basis, the activities that the facility will provide for the client to supplement those provided by community agencies.

4e. The facility will document in the client's folder the monthly activities attended by the client.

GOAL #5 **The facility will encourage the client to maintain an acceptable level of personal hygiene and grooming, as well as physical and dental health.**

Objectives:

5a. Facility staff will encourage, track, monitor, and reinforce the maintenance of an acceptable level of personal hygiene and grooming by the client, as well as teach self-care when needed.

5b. The facility will provide adequate supplies and materials to accomplish this goal.

5c. The facility will ensure that the client receives an annual medical evaluation and dental check-up and will record the date and results of both in the client's folder.

5d. The facility will monitor to ensure that the client follows up on any established plan to care for identified medical and dental problems and will record these actions in the client's folder.

GOAL #6 **The facility will provide services in a manner that reflects an understanding of the specialized needs of the seriously mentally ill.**

Objectives:

6a. The facility will ensure that all administrative staff and staff responsible for the supervision of clients receive a minimum of twenty (20) hours of specialized training approved by the MCBHD.

6b. The facility will document and maintain a record of each staff person's attendance at approved training programs.

GOAL #7 The facility will allow the staff of the MCBHD access to the facility, to the extent authorized by law.

Objective:

7a. The facility will work with the staff of the MCBHD to conduct client assessments, monitor care, provide consultation, conduct record reviews and evaluate the results of the services.

IV. TREATMENT SERVICES

The MCBHD will provide case management services to all clients. Clients who receive services will be assessed and monitored by the MCBHD Case Management staff, initially, and at least every ninety (90) days thereafter. A copy of the completed assessment will be reviewed, scored and approved by the Unit Supervisor. The Behavioral Health Program Manager must certify and approve the assessment for admittance and continuance of the client in the supplemental rate program. This procedure will be used to assist in the determination of the functional ability and programmatic needs of the clients, and the appropriate placement in facilities providing supplemental services. If there are more clients eligible for the program than funding permits, eligible clients will be placed on a waiting list as vacancies permit.

**EXHIBIT B:
PAYMENT PROVISIONS**

I. PAYMENT TYPE

Negotiated Rate

II. PAYMENT CONDITIONS

A In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as may be required by the County of Monterey's Behavioral Health Division. Specifically, CONTRACTOR shall submit its claims on a form acceptable to COUNTY, Exhibit F, so as to reach the Behavioral Health Division no later than the 30th day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services.

A If CONTRACTOR fails to submit claims for services provided under the term of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

B COUNTY shall review and certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The Auditor shall pay the claim in the amount certified by the COUNTY.

C If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after the CONTRACTOR's receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

III. PAYMENT RATE

Services shall be paid at the daily rates outlined in Exhibit G and shall be subject to the applicable cost report provisions of this Agreement.

IV. MAXIMUM OBLIGATION OF COUNTY:

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$773,381 for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR MAXIMUM LIABILITY	AMOUNT
July 1, 2008 to June 30, 2009	\$277,127
July 1, 2009 to June 30, 2010	\$248,127
July 1, 2010 to June 30, 2011	\$248,127
TOTAL MAXIMUM LIABILITY	\$773,381

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY's maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

**EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION**

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328 et seq., 14100.2, and 10850 et seq; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

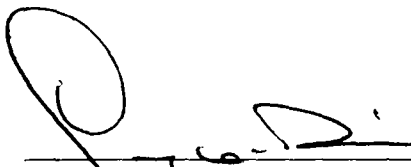
Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.



Signature of Authorized Representative

12/29/07

Date

DAVIS GUEST HOME

Business Name of Contractor

Lonny DAVIS

Name of Authorized Representative (printed)

OWNER

Title of Authorized Representative

**EXHIBIT D:
ASSURANCE OF COMPLIANCE WITH
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A. Employs fewer than fifteen persons;
- B. Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name		DAVIS GUEST HOME	
Name of Contractor's Designee		LONNY DAVIS	
Title of Designee		OWNER	
Street 1878 E. HATCH ROAD			
City	MODESTO	State	CA
		Zip	95351
IRS Employer Identification Number		94-2532667	

I certify that the above information is complete and correct to the best of my knowledge and belief.

By 
Contractor's Signature

12/29/07
Date

EXHIBIT I

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the ____ of ____, 2008, by and between the **COUNTY OF MONTEREY**, hereinafter referred to as "Covered Entity", and **DAVIS GUEST HOME, INC.**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, 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 **Mental Health Services Agreement**, and is hereby referred to as the "Arrangement Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, 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.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past,

present, or future physical or mental health or 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 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.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. In addition, 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.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event,

before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

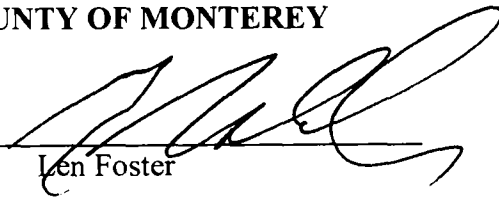
The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.


In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:
COUNTY OF MONTEREY

BUSINESS ASSOCIATE:
DAVIS GUEST HOME, INC.

By: 
Len Foster

By: 

Title: Director of Health

Title: Lonny DAVIS, President

Date: 6/30/08

Date: 12/29/07