



RESOLUTION No. 16-341

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL PERSONAL SERVICES CONTRACT WITH COMMON GOALS, INC.

WHEREAS, the Contractor provides education and treatment services for persons affected by the disease of alcoholism and/or drug addiction; and

WHEREAS, under this Agreement, Contractor will continue to offer outpatient individual and group rehabilitation services for authorized county clients.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Personal Services Contract by and between County and Common Goals, Inc. pertaining to the provision of outpatient rehabilitative treatment services for the recovery and treatment of alcohol/drug dependency for the contract term of July 1, 2016 through June 30, 2017, in the maximum amount of \$266,748 be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-40105-493-7831/521525 and 1589-40105-493-7831/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 19th day of July, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller,
Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

7/19/2016 cc: BH*
AC*(hold)

7/27/2016 cc: BH*
AC*(release)
CG, Inc.

PERSONAL SERVICES CONTRACT

Health and Human Services Agency
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

COMMON GOALS, INC.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Provision of outpatient rehabilitative treatment services for Medi-cal beneficiaries for the recovery and treatment of alcohol/drug dependency.**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$266,748
(§3) **Contract Beginning Date:** 07/01/2016 **Contract Termination Date:** 06/30/2017
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u> X </u>	___
(§7)	Automobile Liability	<u> X </u>	___
	(\$ 300,000) Personal Auto ___ (\$1,000,000) Business Rated <u> X </u>		
	(\$1,000,000) Commercial Policy ___		
(§8)	Workers' Compensation	<u> X </u>	___
(§9)	Errors and Omissions (\$1,000,000)	<u> X </u>	___

LICENSES

Designate all required licenses:

(§14) All licenses required for services contemplated under this Agreement.

NOTICE & IDENTIFICATION

(§33) **Contractor: Common Goals, Inc.**
256 Buena Vista Street, Suite 100
Grass Valley, California 95945
Contact Person: Joseph J. Festersen
Phone: (530) 274-2000
E-mail: joe@commongoalsinc.org

County of Nevada:
950 Maidu Avenue
Nevada City, California 95959
Contact Person: Rebecca Slade
Phone: (530) 470-2784
E-mail: rebecca.slade@co.nevada.ca.us

Funding: 1589-40105-493-7831/521520;
1589-40105-493-7831/521525

CFDA No.: 93.959
CFDA Agreement No.: 14-90076

Contractor is a: (check all that apply)

Corporation: X Calif. ___ Other ___ LLC ___ Non-profit
Partnership: ___ Calif. ___ Other ___ LLP ___ Limited
Person: ___ Indiv. ___ DbA ___ Ass'n ___ Other

EDD: Independent Contractor Worksheet Required: ___ Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u> X </u>	___
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u> X </u>	___
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> X </u>	___
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> X </u>	___
Exhibit E: Subrecipient Provisions (For CFDA-funded Contracts)	<u> X </u>	___

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Office of Management and Budget (OMB) Circular A-133.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

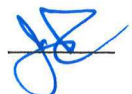
Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;



- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Workers' Compensation: (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period



commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

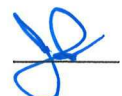
12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.



14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Certificate of Good Standing:

Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

16. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

17. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

18. Nondiscrimination:

In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, applicant for employment, or client receiving services pursuant to this Agreement because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, genetic information, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

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

19. Drug-Free Workplace:

Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.



20. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

21. Conflict of Interest:

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

22. Political Activities:

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

23. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

24. Termination:

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both **without notice**.

b. If Contractor fails to timely provide in any manner the services, materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.



d. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

25. Suspension:

County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in federal, state or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

a. **BOOKS AND RECORDS:** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

b. **INSPECTION:** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

c. **AUDIT:** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

27. Non- Profit Provisions:

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

a. **Reporting Requirements:**

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts



expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by OMB Circular A-133 and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual A-133 Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notices" §32 of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

29. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

30. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

31. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

32. Confidentiality:

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.



Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

33. Notices:


This Contract shall be managed and administered on County's behalf by the department and the person set forth at §33 page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

34. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:



Joseph J. Festersen
Administrator

Dated: 6/30/16

COUNTY OF NEVADA:



Dan Miller
Chair, Board of Supervisors

Dated: 7-19-16

Attest: 

Julie Patterson-Hunter
Clerk of the Board of Supervisors



EXHIBIT "A"
SCHEDULE OF SERVICES
COMMON GOALS, INC.

Common Goals, Inc., hereinafter referred to as "Contractor", shall provide outpatient rehabilitative treatment services for Medi-Cal Beneficiaries for the recovery and treatment of alcohol/drug dependency for the Nevada County Department of Behavioral Health, hereinafter referred to as "County". The service program will be for adults (over the age of eighteen) both males and females; and adolescents both males and females.

Program Statement:

Common Goals, Inc. provides education and treatment services to persons affected by the disease of alcoholism and/or other drug addictions. The treatment programs provided by Common Goals are designed to help individuals and families achieve and maintain sober, clean, healthy, and rewarding lifestyles.

Contractor's Responsibilities:

Contractor shall maintain at all times a trained, skilled staff, which understands and maintains confidentiality of participants and records. Anonymity of participants is maintained by staff. In-service training shall be provided at least monthly for staff in order to maintain a well-trained staff. Contractor shall maintain qualified staff to provide Drug/Alcohol services.

Contractor shall maintain certification by the State Department of Health Care Services to provide services to Nevada County's Medi-Cal Beneficiaries. These services shall be provided in accordance to Title 22 - Drug/Medi-Cal Section 513241.1 through 51516.1, Code of Regulations for Drug Medi-Cal Substance Abuse Services.

Contractor is responsible for retaining its Medi-Cal Certification status. Contractor shall ensure all records and documentation meets Medi-Cal standards. Contractor shall comply with findings and recommendations of any audits; certification process and / or state reviews.

Contractor agrees to inform County of the progress being made by those persons receiving services under the terms of this Agreement as outlined in Outcome Measures and make ready copies of records as requested by the County. Contractor shall collaborate with County in the development of an aftercare plan for each person referred under the terms of this Agreement.

CalOMs

Contractor agrees to cooperate with the County for the collection of data for the California Outcomes Measurement System (CalOMS), a statewide client-based data compilation and outcomes measurement system, as related to services rendered under this



Agreement or as may be needed for completion of state report(s). Contractor shall collect and report data for the California Outcomes Measurement System (CalOMS), pursuant to state regulations and county protocols.

CalOMS forms must be submitted within two (2) weeks of opening the participant to the facility. When a participant has completed treatment with the Contractor, CalOMS closing will be completed and sent to Behavioral Health within two weeks.

Contractor shall also cooperate with County for collection of any other data of informational reports as may be needed pertaining to services rendered under this Agreement.

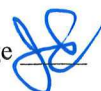
All new Contractor staff involved in completing and/or submitting CalOMS forms to County will complete a six (6) hour web based training and present a Certificate of Completion to County AOD (Alcohol and Other Drugs) Program Manager or Designee for the CalOMS web-based training prior to completing and/or submitting CalOMS forms to County.

A. Outpatient Services:

Outpatient substance abuse services to authorized participants of Nevada County shall include the following:

Recovery and Treatment Services:

- Assessment
- Recovery and treatment plan
- Group counseling at an appropriate level of care
- Individual Counseling
- Family therapy
- Addiction education
- Drug testing (Substance Abuse Prevention and Treatment [SAPT] Discretionary funds)
- Continuing self-help/support groups
- Relapse prevention education
- Discharge plan and referrals
- Development of a treatment plan
- Quarterly progress reports on participant's progress
- Prop 36 court support services
- Referral to appropriate support services
- Coordination of any ancillary services including referrals to vocation services, education services, transportation, housing and employment
- PC1000 – Deferred Entry of Judgment Court ordered Drug Diversion programs
- Adult Drug Court & AB109 Outpatient Treatment Services



Services shall include assessment, individual, group counseling, development of a treatment plan within 30 days, providing quarterly reports to County on participant's progress, and referrals to appropriate support services.

Assessment: The purpose of assessing a participant is to first determine an appropriate DSM IV Axis I diagnosis, and second to arrive at the appropriate level of care. Duration of face-to-face interview & assessment administration will be approximately 2 – 2.5 hours. Participants referred and authorized for services by the Nevada County Probation Department will have been administered the following assessments instruments:

- SASSI-3 (Substance Abuse Subtle Screening Inventory)
- ASI (Addiction Severity Index – Lite)
- MAST (Michigan Alcohol Screening Test)
- Beck Depression Inventory
- Anger Management Assessment - a 105 question Anger Management Map developed by Oakwood Solutions to determine stress levels, aggression, assertiveness, deference, empathy and personal change orientation.

The level of care entails both the number of contacts per week the participant is expected to make during treatment, the expected level of time that the participant will remain in the program and the Urine Analysis (UA) testing schedule. Contractor offers three levels of treatment. Each participant will be assigned to an appropriate group and primary counselor, as determined by the Contractor's Program Director or Assistant Program Director. Each program includes appropriate individual counseling.

Phase 1: 4 Groups per week (may be reduced to 3 when appropriate)
Phase 2: 2 groups per week
Phase 3: 1 Group per week (primarily relapse prevention)

Treatment Plan: The purpose of the treatment plan is to allow the program and the participant to track the participant's progress in a measurable manner through setting goals for recovery and documenting their progress. A treatment plan appointment will be scheduled within 30 days of the intake appointment. Each treatment plan is individualized to each participant. The purpose of the treatment plan is to identify the participant's problem areas in the following categories:

1. Drug use
2. Medical
3. Legal
4. Psychosocial
5. Education
6. Employment/Vocational
7. Financial
8. Discharge

Individual- each participant shall receive individual counseling, which is face-to-face contact between a participant and a therapist or counselor. Individual counseling is limited to intake, evaluation, assessment and diagnosis, treatment and discharge planning, collateral services and crisis intervention.

Group- counseling means face-to-face contacts in which one or more counselors treat



two or more participants, up to a total of twelve participants, at the same time, focusing on the needs of the individuals served. Curriculums used will be “Living in Balance”, “Gaining Control of Ourselves”, “Anger Management for substance abuse and mental health clients” and “Matrix Intensive Outpatient Treatment” materials. The Anger Management Program is to be conducted by a certified Anger Management Facilitator and presented on a rotating basis allowing a client to enter at any time.

Family Counseling- shall be made available to participants whenever issues such as interpersonal and/or family relationships present themselves as possible barriers to the successful treatment of the individual. Contractor shall provide direct therapeutic counseling services to referred families addressing substance abuse issues.

Outcome Measures and Quarterly Reports:

In addition to the normal CADDSS (California Alcohol and Drug Data System), a Quarterly Report will be submitted to the County AOD Administrator. Quarterly reports are based on the fiscal year and are due by the last day of the month in October, January, April and July.

The Quarterly Report will include the following information;

1. Number of Drug Medi-Cal beneficiaries participating in out-patient treatment
2. Number of participants in:
 - a) PC1000
 - b) Teen Intervention Program (TIP)

Contractor shall provide a written summary on a quarterly basis per participant and staff report of the following outcomes, comparing time periods of 12 months before treatment with Contractor and increments of at least six months after treatment begins for the following:

Number of successful graduations
Number of successful transitions prior to planned graduations
Days of abstinence
Days of employment
Days of school enrollment
Number of appointments with Primary Care
Number of Emergency Room visits
Number of arrests

The quarterly report shall also include written description to County of evidence based practice or practices provider currently uses for treatment. Contractor shall also be responsible to indicate best evidence based practice(s) they are utilizing at the Substance Abuse and Mental Health Services Administration (SAMHSA) website (<http://www.samhsa.gov>).

Treatment providers that receive state or federal funding through the County must send the Drug and Alcohol Treatment Access Report (DATAR) information to the State Department of Health Care Services each month. This has information on the program’s capacity to provide different types of AOD treatment to participants and how much of the



capacity was utilized that month. If the provider has a waiting list for publicly-funded AOD treatment services, DATAR includes summary information about the people on the waiting list. Contractor agrees to comply with this requirement.

Contractor agrees to report all significant events pertaining to Behavioral Health or Alternative Treatment Court participants such as positive drug test(s) or pending participant discharge to County's Behavioral Health Alcohol/Drug Therapist. Contractor shall inform Alcohol and Drug Administrator of any changes in programs such as length or groups per week.

Direction and Supervision:

Contractor shall maintain communication and coordination with the Director of the Department of Behavioral Health (hereinafter referred to as "Director") and/or his/her designee and meet with the Director and/or his/her designee as needed regarding alcohol/drug treatment services or for any problem solving sessions as needed.

Eligibility:

Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, age, ancestry, medical condition, marital status, gender, sexual orientation, HIV status or condition of eligibility and Contractor shall comply with all fair employment practice requirements of Federal and State laws and Nevada County ordinances.

Locations:

Contractor shall provide services at the following locations:
103 Providence Mine Rd, Suite 101
Nevada City, CA 95959

Satellite Office:
15301 Tyler Foote Crossing Road
Nevada City, California 95959

Said facilities and programs are in full compliance with all applicable county, state, federal laws, ordinances, rules and regulations and will remain in full compliance during the term this contract is in effect.

Contractor shall provide:

Outpatient Drug Free (ODF) Services – Contractor shall offer group and individual rehabilitative services for Medi-Cal Beneficiaries. Participants average five counseling sessions per month and are encouraged to stay in treatment at least 120 days to achieve the best results.

Substance Abuse Outpatient treatment services are covered by the Medi-Cal Program when determined to be medically necessary in accordance with Section 51303.



Outpatient drug free treatment services shall include:

- a) **Individual-** each participant shall receive individual counseling, which is face-to-face contact between a participant and a therapist or counselor. Individual counseling is limited to intake, evaluation, assessment and diagnosis, treatment and discharge planning, collateral services and crisis intervention.
- b) **Group-** counseling sessions which shall focus on short-term personal, family, job/school and other problems and their relationship to substance abuse or a return to substance abuse. Each beneficiary shall receive at least two (2) group counseling sessions (minimum 90 minute per group session) per 30-day period depending on his/her needs and treatment plan or be subject to discharge. Group counseling means face-to-face contacts in which one or more counselors treat two or more participants, up to a total of twelve participants, at the same time, focusing on needs of the individuals served. At least one participant in the group session must be Drug Medi-cal (DMC) eligible to claim DMC reimbursement for the group session. (Title 22 §51341.1).

Contractor is responsible for verifying participant's Medi-Cal eligibility status.

Services provided shall be in compliance with all state guidelines pertaining to DMC services; such as but not necessarily limited to the following:

Does the Program ensure that persons who are DMC eligible are not placed on waiting lists due to budgetary constraints?
Does the Program ensure that services provided to DMC beneficiaries are equivalent to services provided to non-DMC participants?
Does the Program ensure that no fees are charged to Medi-Cal beneficiaries for access to DMC services or for admission to a DMC treatment slot? (<i>exception Share of Cost Medi-Cal beneficiaries</i>)
Does the Program ensure its compliance regarding participant fair hearings, audit process, and DMC Provider Administrative Appeals?
Does the Program ensure that termination of participant attending DMC services occurs only when the participant: A. fails to return to the program B. transfers to another program

1. Admission Criteria & Procedures

- A. For Outpatient Drug Treatment, Contractor shall perform all of the following:
 - 1) Develop and use criteria and procedures for the admission of beneficiaries to treatment.
 - 2) Complete a personal medical and substance abuse history for each beneficiary upon admission to treatment.
 - 3) Complete an assessment of the physical condition of the beneficiary within 30 days of the admission to treatment date. The



assessment shall be completed by either a physician, registered nurse practitioner, or physician assistant authorized by state law to perform the prescribed procedures. The physical exam requirements can be met by either:

- a) A physical examination of the beneficiary.
- b) A review of documentation of the beneficiary's physical examination that has been completed within the last 12 months.
- c) If the physician has not reviewed or conducted a physical exam, the provider shall document the goal of obtaining a physical exam on the initial and updated treatment plans until the goal of obtaining a physical exam has been met.

2. Treatment Plan

A. The initial treatment plan shall include:

- 1) A statement of problems to be addressed.
- 2) Goals to be reached which address each problem.
- 3) Action steps which will be taken by the Contractor and/or beneficiary to accomplish identified goals.
- 4) Target dates for the accomplishment of action steps and goals.
- 5) A description of the services including the type of counseling to be provided and the frequency thereof.
- 6) The assignment of a primary counselor.
- 7) The DSM IV Diagnosis

B. The Contractor shall ensure that the initial treatment plan meets the following requirements:

- 1) The counselor shall complete, type or legibly print name and sign within 30 calendar days of the admission date.
- 2) The beneficiary shall review and approve the treatment plan within 30 days. In the case that the beneficiary refuses to sign the treatment plan the provider documents the reason for the refusal to sign and a strategy to engage the beneficiary to participate
- 2) The physician shall review, type or legibly print name and sign within 15 calendar days of signature by the counselor.

C. The Contractor shall ensure that the treatment plan is reviewed and updated as follows:

- 1) The counselor shall review and sign the updated treatment plan no later than 90 calendar days after signing the initial treatment plan and no later than every 90 calendar days thereafter or when a change in problem identification or focus of treatment occurs, whichever comes first.
- 2) Within 15 calendar days of signature by the counselor, the physician shall review, approve and sign all updated treatment



plans. If the physician has not prescribed medication, a psychologist licensed by the State of California Board of Psychology may sign an updated treatment plan.

3. Progress notes shall be legible and completed as follows:

- A. The counselor shall record a progress note for each beneficiary participating in an individual or group counseling session. Progress notes are individual summaries and shall include:
- 1) A description of the beneficiary's progress on the treatment plan, problems, goals, action steps, objectives and / or referrals.
 - 2) Information on a beneficiary's attendance including the date (month, day, year) and duration in minutes of each individual or group counseling session.

4. Minimum Contractor and Beneficiary Contact

- A. A beneficiary shall be provided a minimum of 2 counseling sessions per 30 day period except when Contractor determines that:
- 1) Fewer beneficiary contacts are clinically appropriate and are documented in beneficiary's record.
 - 2) The beneficiary is progressing toward treatment plan goals as evidenced through progress note documentation.

5. Continuing Services for Beneficiaries

- A. Continuing services shall be justified as follows:
- 1) No sooner than 5 months and no later than 6 months from the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the counselor shall review the progress and eligibility of the beneficiary to receive treatment services.
 - 2) If the counselor recommends that the beneficiary requires further treatment, the physician shall determine the need to continue services based on the following:
 - a) Medical necessity of continuing treatment.
 - b) The prognosis.
 - c) The counselor's recommendation for the beneficiary to continue.
 - 3) The Contractor shall discharge the beneficiary if the physician determines there is no medical necessity to continue treatment.



6. Discharge of a beneficiary may occur on a voluntary or involuntary basis. In addition to the following requirements on an involuntary discharge, Contractor must comply with:

- A. The Discharge Summary shall include:
- 1) The duration of the beneficiary's treatment as determined by the dates of admission to and discharge from treatment.
 - 2) The reason for discharge.
 - 3) A narrative summary of the treatment episode.
 - 4) Beneficiary's prognosis.

7. Denial of Service, Involuntary Discharge from Service, or Reduction of Service

- A. Contractor shall inform all beneficiaries of their right to a Fair Hearing related to denial, involuntary discharge, or reduction in Drug Medi-Cal substance abuse services as it relates to their eligibility or benefits.
- 1) Contractor shall advise beneficiaries in writing at least 10 days prior to the effective date of the intended action to deny, reduce or terminate services. The written notice shall include:
 - a) Statement of Action the Contractor intends to take.
 - b) Reason for intended action.
 - c) A citation of the specific regulation(s) supporting intended action.
 - d) Explanation of beneficiary's right to a Fair Hearing for the purpose of appealing intended action.
 - e) An explanation that the beneficiary may request a Fair Hearing by submitting a written request to:

California Department of Social Service
State Hearings Division
P.O. Box 944243, MS 9-17-37
Sacramento, CA 94244-2430
Telephone: 1-800-952-5253
T.D.: 1-800-952-8349

- f) An explanation that the Contractor shall continue treatment services pending a Fair Hearing decision only if the beneficiary appeals in writing to the Department of Social Services for a hearing within 10 calendar days of the mailing or personal delivery of the notice of intended action.

Drug Testing:

Contractor shall provide Drug Testing Services. Drug testing for participants is done in collaboration with the Courts, Probation, and Behavioral Health. Participants in treatment shall be given an entrance drug screen to determine either the absences of substances or a baseline of current substances used.



\$11,000 is set aside under this Agreement to compensate Contractor for needed drug testing services to authorized participants. The base line drugs to be tested for are:

THC;
Amphetamines and Methamphetamines;
Cocaine;
Morphine and Morphine based drugs.

\$5 per additional substance tested for or substituted for one of the base 4 above.

\$20 per test for ETG (72 hr Alcohol) test

\$20 Breath Alcohol Testing- by DOT approved device and certified Technician

Participants who have tested positive for any of the above-listed substances will be re-tested within a two (2) week period.

All testing would include online access to testing results (if County requests), positive notification, clinical intervention with all positives (and documented), reporting as reasonably expected to courts and participant case manager, and expert witness testimony in the event of court disputed results.

TB:

Contractor shall ensure the following related to tuberculosis (TB)

- 1) Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
- 2) Reduce barriers to participants' accepting TB treatment'; and
- 3) Develop strategies to improve follow-up monitoring, particularly after participants leave treatment, by disseminating information through educational bulletins and technical assistance. (per state contract)

CERNER BEHAVIORAL HEALTH SOLUTION:

As the department utilizes the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, Doctors HomePage, E-Prescribing, Medication Notes, and other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement and will be asked to designate a super user(s) for billing and for clinical/documentation. These super users will serve as the main points of contact with the County for training and help desk issues, as well as distributing information and updates regarding Cerner Behavioral Health Solution to applicable Contractor staff.

DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM:

Nevada County will opt in to the 1115 waiver during the Fiscal Year 2016 - 2017 and submit an implementation to the California Department of Health Care Services and the



Federal Center for Medicare and Medicaid Services. Upon approval of this plan all contracted substance use treatment providers contacted with the Nevada County Behavioral Health Department must have an active Department of Health Care Services certification and license including an ASAM (American Society of Addiction Medicine) level designation that meets the requirements of the approved implementation plan.

STATE DHCS AGREEMENT REQUIREMENTS:

Contractor agrees to abide by the provisions of Attachment 1 hereto attached and incorporated herein as required of “contractors” and “subcontractors” under the State Department of Health Care Services (DHCS) Standard Agreement Number 14-90076 by and between DHCS and the County.

ADDITIONAL SERVICES PROVIDED TO PARTICIPANTS REFERRED THROUGH THE NEVADA COUNTY PROBATION DEPARTMENT:

1) Exit Services - Contractor shall facilitate exit planning strategies for participants in collaboration with the Probation Department. Contractor shall transport participants to Probation/Social Services/CalWorks/One Stop Career Center/Treatment Facility/Residence upon participant’s release from WBCF. Contractor shall inspect the living conditions and report to the Probation Department.

2) Risk Needs Responsivity - Contractor shall participate in Risk Needs Responsivity practices as determined by County.

3) Marriage & Family Therapy – 1 hour sessions

4) Anger Management

Assessment (Written) – conducted by face-to-face interview and administration of the following assessment instruments:

- A 105 question Anger Management Map developed by Oakwood Solutions to determine stress levels, aggression, assertiveness, deference, empathy and personal change orientation.

Written assessment shall include recommendations for duration of treatment (3 month, 6 month, or 12 month).

Duration of face-to-face interview and assessment administration will be approximately 1 hour.

5) Anger Management Treatment (Adult Men, Adult Women)

Primary curriculum - Anderson & Anderson, Gaining Control of Ourselves; Oakwood Solutions - The Anger Management Program and; “Anger Management for Substance Abuse and Mental Health Clients” made available through SAMHSA.



Treatment will be offered in 3 month, 6 month, and 12 month programs.

Anger Management Program is to be conducted by a certified Anger Management Facilitator. Program is presented on a rotating basis allowing client to enter at any time.

Documentation for Probation Referred Clients:

Contractor shall provide monthly documentation supporting all expenses billed for services provided to Nevada County Probation Department. Documentation shall include client names, services and dates of service provided by Contractor.



EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
COMMON GOALS, INC.

The maximum payments from County to Contractor shall not exceed \$266,748 for the term of July 1, 2016 through June 30, 2017. The maximum obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses.

Summary of Compensation:

Drug Medi-Cal Substance Abuse Program	\$135,748
Drug Testing Behavioral Health Referred Participants	\$11,000
Probation Referred Participants (including DMC)	\$120,000
Total maximum compensation	\$266,748

Drug Medi-Cal, Drug Testing Services and Probation referred participant services may not exceed the above- stated amounts for those services.

Medi-Cal Compensation:

Except where Share of Cost as defined in Section 50090 of Title 22, California Code of Regulations 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 beneficiaries for access to, or admission to Contractor's Drug Medi-Cal Treatment slot.

Reimbursement Rates for Drug Medi-Cal Substance Abuse Program Services:

- A) Reimbursement for outpatient drug free treatment services shall be based on the lowest of the following:
- 1) The Contractor's usual and customary charge to the general public for the same or similar services;
 - 2) The Contractor's allowable actual cost of rendering the services, as defined in Section 11987.5 of the Health and Safety Code; or
 - 3) The Drug Medi-Cal (DMC) Rate for Fiscal Year 2016/17. If the DMC rates for fiscal year 2016/17 are changed and County is notified of these changes the County shall adjust the DMC.

The current DMC Rates are:

<u>Service Function</u>	<u>Drug Medi- Cal Rate per Unit of Service</u>
Outpatient drug free treatment services (ODF), face-to-face individual counseling session, per person	\$69.50



ODF, face-to-face group counseling session, per person	\$27.46
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B) The DMC rate for counseling sessions for outpatient drug free services shall be prorated as follows:

- 1) The DMC for an individual counseling session shall be prorated using the percentage computed by dividing the total actual time for all counseling sessions by the total time which would have been spent if all counseling sessions were 50 minutes in duration. This percentage (not to exceed 100 percent) shall be applied to the DMC to determine the maximum reimbursement rate.

Example: $\text{Total Session Time} / (50 \text{ minutes} \times \text{Number of Sessions}) \times \text{DMC} = \text{Prorated DMC}$.

- 2) The DMC for a group counseling session shall be prorated using the percentage computed by dividing the total actual time for all counseling sessions by the total time which would have been spent if all counseling sessions were 90 minutes in duration. This percentage (not to exceed 100 percent) shall be applied to the DMC per person to determine the maximum reimbursement rate.

Example: $\text{Total Session Time} / (90 \text{ minutes} \times \text{Number of Sessions}) \times \text{DMC} = \text{Prorated DMC}$.

- 3) To qualify as a group counseling session there shall be at least one Medi-Cal beneficiary in a group of no less than two and no more than twelve individuals.

C) Drug-Medi-Cal payments shall be made in the amount of the total Contractor's claim minus amount of denied services that are not Drug Medi-Cal eligible. County shall provide Contractor with the amount of denials received for prior months' services, as identified on documents received from the State. Contractor shall make adjustment for denials on their next submitted invoice.

Drug Testing Compensation:

The rate charged for participants under this Agreement shall be per \$20 per test. Each standard test shall include screening for:

1. THC;
2. Amphetamines and Methamphetamines;
3. Cocaine;
4. Morphine and Morphine based drugs, this include adulteration screening.

\$5 per additional substance tested for or substituted for another of the base 4 above.

\$20 per test for ETG (72 hr Alcohol) test

\$20 Breath Alcohol Testing- by DOT approved device and certified Technician

Drug testing services will be funded by SAPT Discretionary funds and are not to exceed a total of \$11,000.



Probation Referred Participants \$120,000:

Assessment and Outpatient Treatment services provided to participants referred from County Probation Department and funded through this contract are not to exceed \$120,000. Rates for services will be the same for Probation and Behavioral Health authorized clients. See rates listed above for Outpatient Treatment programs. In addition, the services and rates listed below apply to Probation authorized clients only:

Substance Abuse Assessment Only (Written)		\$ 250
Concerned Party Interview (as part of assessment)	Add	\$ 30
Therapy (Marriage & Family Therapist) (1 hour)		\$ 75
Anger Management Assessment (written)		\$ 120
Anger Management (Adult Men, Adult Women):		
3 month program		\$ 250
6 month program		\$ 500
12 month program		\$ 1,000

Implementation costs for additional Probation residence \$14,000

BILLING AND PAYMENT:

Contractor shall submit to County, for services rendered in the prior month, and in accordance with the reimbursement rate, a statement of services rendered to County and costs incurred that includes documentation to support all expenses claimed by the 20th of each month. County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire claim pending resolution of the cost(s). Payment of approved billing shall be made within thirty (30) days of receipt of a complete, correct and approved billing. Payments shall be made in the amount of the total Contractor's claim minus amount of denied services that are not Drug Medi-Cal eligible. County shall not be responsible for reimbursement of invoices submitted by Contractor that do not meet State and/or Federal submission timeliness requirements. Contractor shall prepare, in the form and manner required by County and the State Department of Health Care Services, a financial statement and a cost report verifying the total number of service units actually provided and covering the costs that are actually incurred in the provision of services under this Contract no later than 60 days following the termination or expiration of this Contract, whichever comes first.

Contractor shall submit quarterly fiscal reports, including detailed list of costs for the prior quarter and cumulatively during the contract period.

Contractor shall submit monthly invoices for services to:

Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point Circle, Suite 120
Grass Valley, CA 95945



Contractor agrees to comply with the requirements of “contractors” and “subcontractors” as listed and required per– Program Specifications of the Standard Agreement Number 14-90076 between the County of Nevada and the State Department of Health Care Services entered into by the authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and as approved by County’s Board of Supervisors for the purpose of providing alcohol and drug services. The provisions are as follows:

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Nullification of Drug Medi-Cal (DMC) Treatment Program substance use disorder services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract.

In the event the Drug Medi-Cal Treatment Program Services component of this Contract becomes null and void, an updated Exhibit B, Attachment I will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Contract. All other requirements and conditions of this Contract will remain in effect until amended or terminated.

C. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drug and alcohol- related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, 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 (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

Contractor approves this page _____



E. Noncompliance with Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

G. Restriction on Distribution of Sterile Needles

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 unless the State chooses to implement a demonstration syringe services program for injecting drug users with Substance Abuse Prevention and Treatment Block Grant funds.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, the State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1. Trading Partner Requirements

- (a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))
- (b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))
- (c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications. (45 CFR Part 162.915 (c))

Contractor approves this page



- (d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))
2. **Concurrence for Test Modifications to HHS Transaction Standards**
Contractor agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.
3. **Adequate Testing**
Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.
4. **Deficiencies**
Contractor agrees to cure transactions errors or deficiencies identified by the State, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.
5. **Code Set Retention**

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

6. **Data Transmission Log**
Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Contract. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is

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necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. Counselor Certification

Any counselor providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x-23(b) of PHS Act).

M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
2. Reduce barriers to patients' accepting TB treatment; and,
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). The County is authorized to terminate a contract and/or take other remedial action as deemed necessary, without penalty, if the Contractor or any Subcontractor:

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1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect;
3. Uses forced labor in the performance of the award or subawards under the award.

For full text of the award term, go to: <http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=2&SID=30cef173ce45f9ae560f5ba6faf646b4&ty=HTML&h=L&n=pt2.1.175&r=PART>

O. Tribal Communities and Organizations

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

P. Participation of County Alcohol and Drug Program Administrators Association of California.

Pursuant to HSC Section 11801(g), the AOD administrator shall participate and represent the county in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with the state with respect to policies, standards, and administration for alcohol and other drug abuse services.

Pursuant to HSC Section 11811.5(c), the county alcohol and drug program administrator shall attend any special meetings called by the Director of DHCS.

Q. Youth Treatment Guidelines

Contractor will follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply.

R. Restrictions on Grantee Lobbying – Appropriations Act Section 503

No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for

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the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislative body itself.

No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent during for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

S. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

T. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625)
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of handicap
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction

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contracts greater than \$10,000 funded by federal financial assistance

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse
12. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

U. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800
4. No state or federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

V. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments after affect the provisions, terms, or funding of this Contract in any manner.

W. Subcontract Provisions

Contractor shall include all of the foregoing provisions in all of its subcontracts.

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EXHIBIT "C"

SCHEDULE OF CHANGES

(Personal Services Contract - Mental Health)

BEHAVIORAL HEALTH PROVISIONS

Sections 35 through 36 are hereby added to read as follows:

35. Laws, Statutes, and Regulations:

A. Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contact.

B. Clean Air Act and Federal Water Pollution Control:
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that the Contractor and Subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.

C. For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp>). The Contractor shall check monthly and immediately report to the department if there is a change of status.

D. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health (NCBH) by December 31 of each year and when prescribed below.

- (a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities.
- (b) What disclosures must be provided. The Medi-Cal agency must require that disclosing entities, fiscal agents, and managed care entities provide the following disclosures:

- 1. i) The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
- ii) Date of birth and Social Security Number (in the case of an individual).
- iii) Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest.
- 2. Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest is related to another person



- with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
 - 3. The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
 - 4. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).
- (c) When the disclosures must be provided.
- I. Disclosures from providers or disclosing entities. Disclosure from any provider or disclosing entity is due at any of the following times:
 - i) Upon the provider or disclosing entity submitting the provider application.
 - ii) Upon the provider or disclosing entity executing the provider agreement.
 - iii) Upon request of the Medi-Cal agency during the re-validation of enrollment process under § 455.414.
 - iv) Within 35 days after any change in ownership of the disclosing entity.
 - II. Disclosures from fiscal agents. Disclosures from fiscal agents are due at any of the following times:
 - i) Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
 - ii) Upon the fiscal agent executing the contract with the State.
 - iii) Upon renewal or extension of the contract.
 - iv) Within 35 days after any change in ownership of the fiscal agent.
 - III. Disclosures from managed care entities. Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:
 - i) Upon the managed care entity submitting the proposal in accordance with the State's procurement process.
 - ii) Upon the managed care entity executing the contract with the State.
 - iii) Upon renewal or extension of the contract.
 - iv) Within 35 days after any change in ownership of the managed care entity.
 - IV. Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.
- (d) To whom must the disclosures be provided. All disclosures must be provided to the Medi-Cal agency.
- (e) Consequences for failure to provide required disclosures. Federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.

E. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. The Contractor's verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. The Contractor's verification process shall be submitted to and approved by the NCBH Quality Assurance Manager. Contractor will report the outcome of service verification activities to the NCBH Quality Assurance Manager quarterly.

36. Client/Patient Records:

Where this contract is for services relating to the mental health or the medical needs or condition of clients or patients:

A. HEALTH RECORDS: Contractor shall maintain adequate mental and/or medical health records of each individual client/patient which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and which shall contain all necessary data as required by the Department of Behavioral Health and state or federal regulations, including but not limited to records of client/patient interviews and progress notes.

B. TREATMENT PLAN: Contractor shall also maintain a record of services provided, including the goals and objectives of any treatment plan and the progress toward achieving those goals and objectives. County shall be allowed to review all client/patient record(s) during site visits, or at any reasonable time. Specialized mental health services provided by Contractor shall be in accordance and as defined by the



California Code of Regulation Title 9, Chapter 11, and in compliance with Nevada County's Mental Health Plan (MHP).

C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in the County's facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract.

D. CONFIDENTIALITY: Such records and information shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client/patient records. Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and recognized standards of professional practice and further agrees to hold County harmless from any breach of confidentiality.

E. RETENTION OF RECORDS: Contractor shall maintain and preserve all clinical records related to this Contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Psychologists' records involving minors must be kept until the minor's 25th birthday. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial seven year period shall arise only if the County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

F. REPORTS: Contractor shall provide reports to County from time to time as necessary, and as reasonably requested by County. Contractor agrees to provide County with reports that may be required by County, State or Federal agencies for compliance with this Agreement.

G. COPIES OF RECORDS: Upon termination of this Contract, Contractor agrees to cooperate with client/patients, County and subsequent providers with respect to the orderly and prompt transfer of client or patient records. This Contract does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate. Said charges shall be twenty-five Cents (\$0.25) per page, plus the cost of labor, not to exceed Sixteen Dollars (\$16.00) per hour or pro rata fraction thereof, for actual time required to photocopy said records.

H. CULTURAL COMPETENCE: Contractor shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the Department of Health Care Services (DHCS) most recent Information Notice(s) regarding Cultural Competence Plan Requirements (CCPR), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act (MHSA), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, Mental Health Services Act (MHSA), and/or Realignment.

I. PATIENTS' RIGHTS: Patients' Rights shall be in compliance with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Code of Regulations, Title 9, Section 862 et seq and Tile 42, Code of Federal Regulations (CFR), Section 438.100.

J. HOURS OF OPERATION: Pursuant to Title 42 CFR, Section 438.206 (c)(1)(ii) if Contractor also serves individuals who are not Medi-Cal beneficiaries, the Contractor shall require that the hours of operation during which the Contractor offers services to Medi-Cal beneficiaries are no less than and comparable to the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.



EXHIBIT "D"

**SCHEDULE OF HIPAA PROVISIONS
FOR COVERED ENTITY CONTRACTORS**

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):
HEALTH CARE PROVIDER AGREEMENT

Contractor acknowledges that it is a "health care provider" and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Use or disclose Protected Health Information (PHI) obtained from the County only for purposes of providing diagnostic or treatment services to patients.
2. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
3. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
4. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
5. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of Protected Health Information to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.



6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.
7. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of COUNTY available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
8. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
9. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.

EXHIBIT "E"
(for use with HHS PSK for CFDA-funded Subrecipients)

Subrecipient Compliance with OMB Uniform Guidance (12/26/13)

1. This Subrecipient Agreement is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations are available at the Nevada County Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
2. Subrecipient hereby certifies to the best of its knowledge that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five (5%) percent owners are excluded or debarred from participating in or being paid for participation in any Federal program. Subrecipient shall be required to certify its disbarment status annually, prior to receiving funds each fiscal year.
3. Subrecipient agrees to comply with all requirements imposed on the pass-through entity pursuant to the Uniform Guidance, including but not limited to 2 CFR Sections 200.100 to 200.113 and Section 200.331. The CFDA Funding Agreement requires that all Subrecipients and their subcontractors be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the CFDA Funding Agreement through which this Agreement is funded. A full copy of the CFDA Funding Agreement for this Agreement is available at the Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
4. Subrecipient acknowledges that this Agreement is funded in whole or in part with Federal funds. Nevada County and non-profit organizations that expend a combined total of more than \$750,000 of federal financial assistance (from all sources) in any fiscal year must have a single audit for that year. A letter confirming that an audit will be conducted must be provided to Nevada County stating that the Contractor has expended more than \$750,000 in total federal funds and will comply with the federal Single Audit Act and the requirements of the OMB Uniform Guidance.
5. Subrecipient acknowledges that its program is subject to a Risk Assessment/Monitoring Program annually, as established by the County, which contains the following components:
 - A review of required reports
 - Verification of audits
 - Methodology to address noncompliance
 - Issuance of management decision on audit findings within six (6) months
 - On site reviews
 - Training and technical assistance to Subrecipient

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