



RESOLUTION No. 21-326

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A CONTRACT WITH GRANITE WELLNESS CENTERS (FORMERLY COMMUNITY RECOVERY RESOURCES) FOR A FULL RANGE OF ALCOHOL/DRUG TREATMENT AND DRUG TESTING SERVICES FOR REFERRED CLIENTS OF CHILD WELFARE SERVICES (CWS) IN THE MAXIMUM AMOUNT OF \$200,000 FOR THE TERM OF JULY 1, 2021 THROUGH JUNE 30, 2023, NOT TO EXCEED \$100,000 EACH FISCAL YEAR

WHEREAS, Granite Wellness Centers (formerly known as Community Recovery Resources) is a non-profit organization licensed by the State to provide services for the treatment and recovery of alcohol and drug dependency; and

WHEREAS, under this Agreement the Contractor will continue to provide a full range of alcohol/drug treatment and drug testing services for referred clients of Child Welfare Services (CWS); and

WHEREAS, drug treatment and drug testing services are offered as part of a Court order/ and or voluntary case plan designed to keep children safely at home, and services may include substance abuse assessments, inpatient drug treatment, transitional sober living services, outpatient drug treatment programs, and testing for drug/alcohol use.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Contract by and between the County and Granite Wellness Centers pertaining to the provision of a comprehensive array of alcohol/drug treatment and testing services for referred clients of Child Welfare Services in the maximum amount of \$200,000 for the contract term of July 1, 2021 through June 30, 2023, 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 in the amount of \$100,000 to be encumbered for Fiscal Year 2021/22.

Funds to be disbursed from account: 1589-50104-494 -3101/521525.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of July, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

7/27/2021 cc: PH*
AC* (Hold)

8/11/2021 cc: PH*
AC* (Release)

Administering Agency: Nevada County Health and Human Services Agency, Department of Social Services

Contract No. RES 21-326

Contract Description: Provision of a full range of alcohol/drug treatment and drug testing services for referred clients of Child Welfare Services (CWS).

**PROFESSIONAL SERVICES CONTRACT
FOR HEALTH AND HUMAN SERVICES AGENCY**

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of **July 27, 2021** by and between the County of Nevada, ("County"), and **GRANITE WELLNESS CENTERS** ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Two Hundred Thousand Dollars (\$200,000).**
3. **Term** This Contract shall commence on, 7/1/2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2023.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit F, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **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 or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, 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.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **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.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

15. **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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- 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. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** 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 comply 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.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **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.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
- 20.1. **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.

- 20.2. **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.
- 20.3. **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.

21. **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.

22. **Termination.**

- A. A Material Breach , as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, 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) calendar days written notice to Contractor.**
- C. 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 registered mail in conformity with the notice provisions, below. 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.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County 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.
- E. Any notice to be provided under this section may be given by the Agency Director.
- F. 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.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

23. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code
26. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
27. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.

28. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
29. **Compliance with Applicable Laws** 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.
30. **Subrecipient** This Subrecipient Contract is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
31. **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 Contract, 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 Contract. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Contract.

32. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.

C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

33. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

34.

COUNTY OF NEVADA:

Nevada County
Social Services Department, Child Welfare Division
Address: 988 McCourtney Rd
City, St, Zip Grass Valley, California 95949
Attn: Nick Ready
Email: nicholas.ready@co.nevada.ca.us
Phone: (530) 265-1654

CONTRACTOR:

Granite Wellness Centers

Address 180 Sierra College Drive
City, St, Zip Grass Valley, California 95945
Attn: Victoria Blacksmith
Email: vblacksmith@granitewellness.org
Phone: (530) 273-9541


Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

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.

COUNTY OF NEVADA:

By: 
Dan Miller (Jul 30, 2021 09:39 PDT)

Date: Jul 30, 2021

Printed Name/Title: Honorable Dan Miller, Chair, of the Board of Supervisors

By: 

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

CONTRACTOR: GRANITE WELLNESS CENTERS

By: 
Victoria Blacksmith (Jul 6, 2021 15:15 PDT)

Date: Jul 6, 2021

Name: Victoria Blacksmith

* Title: CEO

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- Exhibit A: Schedule of Services**
- Exhibit B: Schedule of Charges and Payments**
- Exhibit C: Insurance Requirements**
- Exhibit E: Schedule of HIPAA Provisions**

EXHIBIT "A"
SCHEDULE OF SERVICES
GRANITE WELLNESS CENTERS

The County of Nevada, Department of Social Services- Child Welfare Services (CWS), hereinafter referred to as "County", and Granite Wellness Centers hereinafter referred to as "Contractor" agree to enter into a specific contract for Contractor to provide a full range of alcohol/drug treatment and drug testing services for Child welfare services parents and families.

The following services are included in this contract:

- A. Outpatient Services
- B. Perinatal Outpatient Services
- C. Supportive Housing (*aka* Transitional Living)
- D. Residential Treatment Services
- E. Residential Detoxification Treatment Services
- F. Ancillary Services (Parenting, Anger Management, Lifeskills, Smoking Cessation, Individual Therapy, DUI)
- G. Drug Testing

CONTRACTOR RESPONSIBILITIES:

Contractor shall maintain at all times a trained, skilled staff, which understands and maintains confidentiality of clients and records. Anonymity of clients 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 retain 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 abide by the provisions of Attachment 1 hereto attached and incorporated herein as required of "contractors" and "subcontractors" under the current State Department of Health Care Services (DHCS) Standard Agreement by and between DHCS and the County.

DIRECTION AND SUPERVISION:

Contractor shall, at all times, maintain communication and coordination with the Program Manager (PM) at Child welfare services and/or the designee and meet with the PM and/or the designee as needed regarding alcohol/drug treatment services. Recommendations pertaining to clients shall be limited to the scope of services contained within this agreement.

Contractor shall comply with findings and recommendations of any audits and/or State reviews.

Client eligibility shall be verified or confirmed by Contractor and County does not assure coverage for clients except as provided by law.

ELIGIBILITY:

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

LOCATION:

Contractor shall provide services through five service locations and six transitional homes:

- 1) Truckee Service Center, 10015 Palisades Drive, Suite 1, Truckee, CA 96161.
- 2) Grass Valley Service Center, 180 Sierra College Drive, Grass Valley, CA 95945.
- 3) South County Service Center located at 11416 C Avenue, Auburn CA 95603.
- 4) Hope House, 159 Brentwood Drive, Grass Valley, CA 95945
- 5) Serenity House Residential Treatment Center, 180 Sierra College Dr, Grass Valley, CA 95945.
- 6) Transition housing located in Auburn, Grass Valley, and Truckee.

Scope of Services:

A. OUTPATIENT SERVICES: are available at the GWC's three Nevada County Service Sites:

- 1) Grass Valley Service Center located at 180 Sierra College Drive, Grass Valley, CA 95945.
- 2) South County Service Center located at 11416 C Avenue, Auburn CA 95603.
- 3) Truckee Service Center located at 10015 Palisades Drive Ste. 1 Truckee, CA. 96161.

Program Summary:

Outpatient services are available to authorized participants shall include the following services:

Recovery and treatment service:

- Assessment
- Recovery and treatment plan.
- Group counseling at an appropriate level of care
- Individual counseling
- Family Therapy
- Addiction education
- Drug testing
- Continuing self-help/support groups
- Relapse prevention education
- Discharge plan and referrals
- Referral to appropriate support services
- Coordination of ancillary services including referrals to vocational services, education transportation, housing, and employment.

Services shall include assessment, individual, group counseling, treatment plan development, progress reports to County and referrals to appropriate support services.

Assessment: The purpose of Assessment is to determine an Axis I diagnosis and the appropriate level of care. Level of care entails both the number of weekly visits (individual/group) each client shall have but also the length of time in care.

Treatment Plan:

Purpose of the treatment plan is to allow the program and client to track client's progress in a measurable way; setting goals for recovery and documenting progress. Treatment plan appointments are available daily and shall be scheduled as soon as possible. Each treatment plan is individualized to each client. The treatment plan shall be sent to the social worker within 48 hours. The purpose of the treatment plan is to identify the client'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 client may receive individual counseling which is face-to-face contact between the client and therapist or counselor.

Group Counseling: Face-to-face contacts with one or more counselors who treat four or more clients (up to 10) at the same time.

Family Counseling: Shall be made available whenever such issues present themselves as possible barriers to successful treatment.

B: PERINATAL OUTPATIENT SERVICES:***Program Summary:***

Contractor shall provide two perinatal treatment modalities.

1) Outpatient Drug Free Treatment (ODF) -This modality shall provide alcohol and drug treatment services without medication in a non-residential setting. Hours of service shall be Tuesday, Wednesday, Thursday between 9am and 12pm. Group sessions shall be no less than 90 minutes each and individual counseling sessions no less than 60 minutes each.

2) Daycare Rehabilitative Treatment (DCR) - This modality shall provide alcohol and drug treatment services in a non-residential setting to clients for two or more hours, but less than 24 hours per day, for three or more days per week.

The Perinatal Program provides coordinated substance abuse intervention and treatment services complimented with health care and pertinent ancillary services to pregnant and parenting women of Nevada County. Participants must agree to remain drug-free during treatment and be willing to accept and abide by the program rules.

In bringing together substance abuse treatment, mental health, and social services expertise, with health professionals, a cohesive system for intervention, assessment, education, treatment and referral to enhance the well-being of women and their children is provided.

The following are the services provided and are not limited to: substance abuse counseling and education; individual psychotherapy; individual and family group counseling; parenting education; mother/child habilitative and rehabilitative services (i.e., development of parenting

skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792); education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant; education on HIV/AIDS transmission and access to testing; education on TB and Hepatitis C and access to testing; coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training, and other services which are medically necessary to prevent risk to fetus or infant); referral to pertinent community services according to client treatment/discharge plans.

The Program shall operate three hours a day, Tuesday through Thursday. Contractor shall encourage participation by providing/supplementing transportation to and from the program, and on-site child care during the hours of the Perinatal program operation.

The recommended length of the Program shall be a minimum of one year. Participants shall be required to participate in Day Care Habilitative (DCH) perinatal services 6 months of their one year program and/or if assessed to best fit in that particular Phase. The remainder of their 1 year program (6 months) they shall be required to participate in ODF perinatal services if deemed appropriate for that level of care.

Admission and Readmission Criteria – Participants accepted into Perinatal Treatment Program must be pregnant women or parenting mothers who have a primary substance abuse problem and who meet the following criteria:

- 1) Any of the seven criteria for dependence established by the DSM-IV or DSM-5.
- 2) Inadequate family, social, and/or occupational supports necessary to be successful in outpatient treatment.
- 3) Has given birth to a drug-exposed baby.
- 4) Has no medical or psychological disabilities that preclude participation in the program structure and/or activities.
- 5) Agrees to be drug free during treatment.
- 6) Proof of being under an obstetrician's care if currently pregnant
- 7) Participants must be willing to accept program rules prior to admission.

Participants applying for readmission must meet the following criteria;

- 1) Must have been discharged at least 72 hours prior to readmission.
- 2) Must meet all admission criteria.
- 3) Must complete any assignments, meetings, etc. that were part of their previous discharge plan.

Counseling, Education, Program Activities – Each participant has developed within their first 14 days of treatment an individualized written treatment plan which is based upon their assessment done at intake. The plan is mutually developed between the counselor and/or therapists and reviewed by the Medical Director to determine medical necessity and the Clinical Director for appropriateness. The plan is periodically reviewed and updated a maximum of every 90 days. At a minimum the plan shall include the following:

- statement of problems to be addressed while in treatment
- statement of goals to be reached which directly correlates to the identified problems
- action steps to be taken by the participant and/or the program
- target dates for the accomplishment of the action steps and/or goals or whenever possible resolution of the problem

Examples of activities provided during this time shall not be limited to the following; group counseling and education on substance abuse, individual psychotherapy, individual and family counseling, parenting training, life skills training, nutritional instruction, recreational activities, access to ancillary and/or scheduled services; homework assignments (usually 1 hour daily). Participants shall attend the above services in accordance with their individualized treatment plans. Participants shall be subject to drug testing randomly and/or by reasonable suspicion.

Staffing: The GWC Perinatal Treatment Program shall be staffed by a minimum of five employees, including Executive Director, Program Director, one LMFT, one Certified Alcohol Drug Counselor (CADC)/Case Manager, and one Accounting Clerk. Additional community professionals shall be utilized as needed. All GWC staff are DOJ cleared to ensure they do not have criminal history that would preclude them from providing services for GWC clients. All staff are TB tested annually. Clinicians either have a CADC certification and/or are a Licensed Therapist.

C. RECOVERY RESIDENCES (ALSO KNOWN AS TRANSITIONAL HOUSING):

Service Sites are in Grass Valley, Auburn and Truckee. Homes are gender-specific, for men/men with children and for women/women with children.

Program Summary

Recovery Residences are essential for women and their children for the continued stabilization in an alcohol and drug-free supervised safe environment. Transitional living services are available based on individual screening and availability. Homes are located in secure and serene environments in Grass Valley, Auburn and Truckee where clients can live for up to six months, with up to two children. The goal of these services is to allow women to maintain a safe living environment while continuing their development of independent living skills under the supervision of GWC clinical and support staff. Expectations of this program include:

Clients shall maintain enrollment in GWC services

Clients shall remain clean and sober

Clients shall be actively developing the assets for self-sufficiency, including job skills, continued education, receiving medical attention for chronic issues, and attaining permanent and safe housing.

Clients may remain in supportive housing for 1 to 6 months.

Admission and Readmission Criteria

Individuals must be in concurrent outpatient treatment at GWC to maintain residence.

Counseling, Education, Program Activities

Clients shall benefit from interaction with GWC's social worker and program coordinators to support goal setting; connection to ancillary services; and success in treatment. Frequent and daily supervision is provided by GWC staff. Supportive Housing is provided in conjunction with outpatient services described above.

D. RESIDENTIAL TREATMENT:

Program Summary:

Residential Treatment services are provided to women and women with children at Hope House. Residential Treatment services are provided to men and men with children at Serenity House. This is a variable 30-day to 6-month program that incorporates traditional substance

abuse treatment with comprehensive health and life skills support, including psychotherapy, medical oversight, parenting, and self-sufficiency skills classes while in Hope House. GWC's residential services at Hope House include Residential Detoxification and Residential Substance Use Disorders treatment, including perinatal programs and co-occurring programs, for women & men. Residential Treatment provides diverse services including education, group process and one-on-one counseling, family counseling, recreation and post-residential planning. All elements integrate evidence-based practices and curricula and delivered on a consistent schedule. Each individual treatment plan indicates whether the person shall follow a perinatal regimen, a co-occurring regimen, or a detoxification regimen. The program is rigorous and supportive, with additional recovery-oriented components including consultation with the agency's MD addictionologist; family team meetings; and intensive case management with a social worker to position participants for success after completion. Any recommended stay must have the prior authorization of the CWS Program Manager.

Program Format: The core program delivery format is consistent for all target populations (single women/men, perinatal, and women/men with co-occurring disorders) and is designed with assessment and goal setting followed by 3 basic phases that can be completed individually and/or modified to meet each client's individual needs. Clients have utilized 30-day stays to 6-month stays to create their foundation of recovery. The full scope of the program is best experienced with completion of all 3 phases.

Initial Evaluation and Orientation: GWC's holistic assessment process includes careful screening for co-occurring disorders and emphasizes self-evaluation complimented with clinical diagnostic tools to provide informative assessments. As with all programs within GWC, services are based on the strengths, needs, abilities, preference, desired outcomes, and cultural background of the person or family served. Treatment plans are developed with the input of the persons and/or family served. Basic elements of GWC's assessment process also include gathering information on:

background including trauma history, family information, legal involvement and financial situation, health, education, housing, employment, etc.

substance use using American Society of Addiction Medicine guidelines

psychiatric problems identified by looking at family and client history, current diagnoses and symptoms, medications, etc.

GWC utilizes the *Diagnostic and Statistical Manual of Mental Disorders, 4th or 5th edition, Text Revision* [DSM-IV-TR / DSM-5] as well as the *client placement system* developed by the American Society of Addiction Medicine (ASAM) to facilitate effective treatment.

Phase I – Stabilization: Short-term stabilization (detoxification) with a length of stay determined by the case manager and treatment team. The goals of Stabilization are detoxification and continued abstinence, emotional stabilization, identification of basic feelings and issues, introduction to 12-step principles, be familiar with steps 1 and 2, and acceptance of responsibility for one's own recovery. Relapse prevention and discharge planning begin in Phase I and continue through Phase III.

Phase II – Core Program: Participants are assigned to Core Program after successful completion of Phase I. Length of stay in Core may vary 30 to 60 days. The goals of Core are continued abstinence and work on treatment plan goals, processing of basic feelings and issues, active involvement in ones' own recovery, including attendance at 12-step meetings, getting a sponsor, and being familiar with steps 3 and 4. Participants begin to clarify values and learn new tools for coping without mood altering substances. Legal, financial and familial

responsibilities are addressed, as well as housing, education and employment goals. Discharge/aftercare begins in Phase I, continues through Phase II and is completed in Phase III.

Phase III – Preparation and Action: Residents are integrating into the community by seeking housing, employment, continuing education and/or reunifying with family. Residents are utilizing skills that they have learned in previous phases and applying new skills that they are currently learning. Introduction and education of steps 5-9 are initiated and developed through group and staff education.

Stabilization Goals and Objectives – Phase I

The primary goal of Stabilization is to allow the client to stabilize (detoxify) for participation in the Phase II – The Core Program.

Goals for participants in Stabilization:

1. Client must stay in the house for 7 days (black-out period) to monitor detoxification/withdrawal symptomology
2. Autobiography completed before therapy can begin usually no longer than the first 14 days.
3. Learn house rules and terms of solution focused communication
4. Emotional stabilization of client and their children
5. Identification of basic feelings and emotions
6. Become educated on harm reduction techniques for HIV/AIDS, HEP C, and TB
7. Introduction to 12-step philosophy and principles
8. Develop and learn basic premise and benefit for client and children of an individual treatment plan

Objectives:

1. Clients shall participate in individual therapy a minimum of 1 time per week
2. Clients shall participate in individual counseling a minimum of 1 time per week
3. Clients shall participate in group counseling a minimum of 5 times weekly
4. Clients shall participate in education groups a minimum of 5 times weekly
5. Clients shall participate in family group counseling a minimum of 1 time weekly
6. Clients shall participate in a minimum of 3 on-site 12-step meetings weekly
7. Clients shall participate in a minimum of 2 off-site 12-step meetings weekly
8. Clients shall develop with their case manager an individual treatment plan which focuses on themselves and their children within 14 days of admission
9. Clients shall complete daily written assignments and turn them in by the end of the day
10. Clients shall determine the need for appropriate ancillary services, i.e., parenting training, anger management, literacy, training, life skills training, and money management

Core Program Goals and Objectives – Phase II

The primary goal of the Core Program phase is to provide individualized treatment in a highly structured residential drug-free setting.

Goals for participants in Core Program – Phase II:

1. Continue to actively engage in maintaining abstinence utilizing learned tools and behaviors
2. Progress on treatment plan goals and objectives
3. Engage in positive parenting and understanding of child development issues
4. Become educated on detrimental effects of drug use on fetus and children as well as breastfeeding while using drugs as well as the risks associated with drug-exposed infants and children.
5. Positively process feelings, emotions, and daily issues
6. Active participation in personal recovery process
7. Active participation in education and process groups, and individual therapy
8. Begin discharge planning with case manager
9. To help perinatal women become healthy, productive mothers.

Objectives:

1. Clients shall participate in individual therapy a minimum of 1 time weekly
2. Clients shall participate in individual counseling a minimum of 1 time weekly
3. Clients shall participate in education groups a minimum of 5 times weekly
4. Clients shall participate in group counseling a minimum of 5 times weekly
5. Clients shall participate in family group counseling a minimum of 1 time weekly
6. Clients shall attend a minimum of six 12-step meeting weekly
7. Clients shall engage an outside temporary sponsor and establish a working relationship with her
8. Clients shall update their individualized treatment plans with their case manager
9. Clients shall complete daily written assignments and turn them in by the end of the day
10. Clients shall engage in ancillary services, i.e., parenting classes, anger management, literacy training, money management, life skills training
11. Clients shall obtain a woman's 12 step support phone list
12. Clients shall make contact with 3 different women weekly that have over 90 days sobriety
13. Clients shall participate in a minimum of 3 clean and sober social engagements

Preparation and Action Goals & Objectives – Phase III

The primary goal of Preparation and Action is to successfully integrate program residents back in the mainstream society with the tools and support for sustaining recovery.

Goals for participants in Preparation and Action (Phase III):

1. Prepare for reunification with family and/or transition into the community
2. Continue engaging in discharge planning with emphasis on housing, employment, and income needs
2. Satisfactory completion of treatment plan goals

Objectives:

1. Clients shall participate in individual therapy a minimum of 1 time weekly
2. Clients shall participate in individual counseling a minimum of 1 time weekly
3. Clients shall participate in education groups a minimum of 5 times weekly
4. Clients shall participate in group counseling a minimum of 5 times weekly
5. Clients shall complete daily written assignments and turn them in by the end of the day
6. Clients shall attend a minimum of six 12-step meetings weekly
7. Clients shall continue working with their temporary sponsor

8. Clients shall develop multiple strategies for relapse prevention and maintaining sobriety to support reintegration into outside living situations in the community
9. Clients shall participate in individual family counseling and reunification activities when appropriate
10. Clients shall develop at the beginning of the phase, with their case manager and treatment team, an aftercare plan that compliments their maintenance of sobriety, identifying ongoing support systems, and identifying referrals for needs
11. Client shall, with assistance from their case manager if needed, obtain safe housing and adequate employment/income support before discharge
12. Clients shall be orientated during 2 alumni groups to the Hope House Alumni and expectations for continued participation after graduation
13. Clients shall receive parenting education, family planning information, childbirth education, and nutrition education.
14. Clients shall receive coordination of prenatal, postpartum and well baby care.
15. Clients shall receive on-site child-care.

Services include:

- | | | |
|--------------------------|---|---------------------|
| 1. Education groups | = | 1 ½ hours in length |
| 2. Process groups | = | 1 ½ hours in length |
| 3. Family groups | = | 2 hours in length |
| 4. Individual therapy | = | 1 hour in length |
| 5. Individual counseling | = | 1 hour in length |
| 6. Ancillary groups | = | 1 ½ hours in length |

E. RESIDENTIALWITHDRAWAL MANAGEMENT:

Assessment and basic program for clients needing withdrawal management services are consistent with the program description for residential treatment (above). Following the holistic bio-psycho-social assessment described previously, an individual treatment plan is developed which determines whether the woman shall follow a perinatal regimen, a co-occurring regimen, or a detoxification regimen. Within withdrawal management, assessment also determines a level of severity (A, B or C) and a correspondingly rigorous monitoring schedule.

Specific program and protocol are designed for residents who need safe withdrawal in a medically supervised, social model setting. ***All policies and procedures defined and adhered to in GWC's Detoxification Program Manual meet or exceed the State Department of Alcohol and Drug Programs Certification Standards as defined under Section 16000 through 16030 as they pertain to monitored residential detoxification and medically managed residential detoxification.***

The primary goal of the detoxification program is to optimally facilitate an individual's passage through the period of time deemed medically necessary for them to become physically free of the substance they had been dependent upon. Time spent with patients during the detoxification period is focused on 1) retaining them in this initial phase of treatment and 2) motivating them toward continuing treatment for their addiction in the appropriate level of care.

The seven key program components of the GWC's residential withdrawal management program at Hope House are:

1. Comfortable and safe environment in which to habilitate from the effects of addictive substance.

2. Supervision and monitoring by professional staff.
3. Detoxification medication monitoring as warranted.
4. Opportunities to participate in clinical services as deemed appropriate by staff.
5. Coordination with other services.
6. Physical fitness as recommended/directed by the Medical Director.
7. Nutritional program.

Program Goals

Contractor shall provide a Withdrawal Management for the treatment of substance dependence disorders, in a comprehensive therapeutic treatment setting. This Program shall operate in strict keeping with all pertinent Federal, State and Local regulatory guidelines and in conjunction with the program-specific parameters as set-forth in the American Society of Addiction Medicine (ASAM), Patient Placement Criteria. The immediate goals of detoxification may be summarized as follows:

1. To provide safe withdrawal from drug(s) of dependence and enable the patient to become drug free.
2. To provide withdrawal that is humane and protects the patient's dignity.
3. To prepare the patient for ongoing treatment of his or her substance dependence.
4. To provide a treatment service that is needed in the community and surrounding areas.

Program Objectives

Contractor meets program goals by:

1. Ensuring quality through the continuous re-assessment and improvement of services as well a staff growth and development.
2. Having policies and procedures in place regarding transfer to a higher level of care through the use of the American Society of Addiction Medicine Patient Placement Criteria II (ASAM-PPC2)
3. Rigorously protecting patients' rights
4. Ensuring that a supportive atmosphere is provided during detoxification.
5. Providing 24-hour monitoring by qualified staff.
6. Identifying patients problems, strengths, and weaknesses, and to work as team with the patient to develop a workable treatment plan.
7. Offering information on alcohol and drug education to emphasize the need for long term treatment.
8. Introducing the patient to recovery principles and the network of self-help groups in our area.
9. Providing referrals and a varied array of educational materials to meet the needs of our culturally diverse population.

The Withdrawal Management shall provide the following:

1. Safe and humane detoxification from abused substances.
2. 24-hours/7 days a week, 365 days a year monitoring by qualified staff during the detoxification process.
3. Supervision by Contractor's professional staff for the recommended period of detoxification or until stabilization is achieved. At this point, assessment and referral to the appropriate level of care shall be provided.
4. A coordinated team approach includes health screening, TB testing, and medical oversight. Referrals to services that are not available onsite shall be made.

5. Community living components that provide structure, social skills, and individual living skills development that are consistent with and supportive of personal choices.
6. Regular reviews of progress and participation related to individual goals.
7. Nutritious and balanced meals.
8. Coordination with patient's physician, therapist, family member(s), employer – when necessary and/or deemed appropriate.
9. Alcohol and Drug free environment.
10. Clearly designated smoking and quiet areas.
11. Referrals and case management services as needed.
12. Legal system advocacy when needed.
13. Comprehensive and appropriate assessments
14. Individualized treatment plans.
15. Alcohol and Drug education sessions when appropriate.
16. Group sessions when appropriate.
17. Individual counseling.
18. Introduction to self-help recovery principles when appropriate.
19. Exposure to the recovery community when appropriate.
20. Rigorous adherence to individual confidentiality.

The Withdrawal Management requires that each patient participate in clinical programming (*as described in above*) as patient's condition allows. Detoxification is considered to be a minimum of 72 hours but not to exceed 21 days. Because an explicit goal in intake and throughout detoxification process is to motivate clients and prepare them to continue treatment for their addiction in the appropriate level of care, transition to residential treatment services is seamless.

F. Ancillary Services (Parenting, Anger Management, Life Skills, Smoking Cessation, Individual Therapy, DUI):

Ancillary services are provided on an individual, as-needed basis depending on client's treatment plan and as agreed upon by County and Contractor and can include:

Parenting Classes: Parenting support may include one-on-one support, or parenting classes utilizing Parent Project and Loving Solutions Evidence-based practices.

Anger Management: A 12-week program for individuals experiencing anger issues and desiring to learn positive problem resolution.

Lifeskills & literacy: For individuals desiring to learn additional everyday self-sufficiency and independent living skills. Lifeskills information may be delivered in group and individual sessions; a 12-week program focusing on barriers to sobriety and self-sufficiency including training for State Proficiency Exam and GED (by Certified Teacher); literacy; budgeting; résumé, interview, and job seeking skills.

Smoking Cessation: An 8-week class based on American Lung Association's program material.

Individual Therapy: Individual therapy focusing on problem-solving specific to a client can complement a program or treatment plan.

Driving Under the Influence (DUI) Classes: 12 week and 3, 6, 9, 12, 18 month programs

G. Drug Testing:

Contractor shall be responsible for the following:

- All testing supplies;
- Toxicologist;
- Performing all required tests;

- Reporting all results and no-shows immediately to CWS;
- Tracking of all CWS clients referred to Contractor;
- All necessary case management services;
- Providing monthly itemized reports on services rendered.

Additionally, Contractor shall cooperate with the County for the collection of any California Outcomes Measurement System (CalOMS) or data/statistics as related to services rendered under this Agreement and/or is necessary for the completion of county or state report(s).

Drugs to be tested for:

1. THC;
2. Amphetamines and Methamphetamines;
3. Cocaine;
4. Opiate base drugs; and
5. Alcohol tests on as needed basis as arranged by CWS Worker.

Contractor’s drug testing methods:

1. Contractor’s staff performing drug testing shall have been trained in appropriate chain of custody procedures and observation and such training shall be documented in Contractor’s personnel files; and
2. All releases of information and documentation for testing shall be maintained by Contractor for a period not to exceed four (4) years.

Toxicologists to be used:

1. Syva Viva – E onsite drug testing technology shall be utilized in most cases and where same day results are necessary.
2. GWC shall contract with an outside agency for GM/MS & MRO confirmation of disputed positive tests.

Results:

Specific results from drug tests shall be reported to the County’s CWS Unit as soon as possible after determined onsite, or as reported to Contractor from Toxicologist. Once results are determined, it is Contractor’s responsible to convey results to CWS immediately. Information shall be provided by telephone, fax, email, or online as determined in writing by the CWS Program Manager. GWC shall provide a monthly update on all CWS client results and testing for the previous month.

Expert Testimony:

Contractor shall provide expert testimony on drug testing toxicology and methods as needed and arranged by CWS Staff.

Random Testing:

1. WinTox software shall be utilized by all CWS clients for random testing.
2. CWS clients shall be required to call Contractor’s Drug Testing Coordinator by 10:00 a.m. each day to determine selection for testing for that particular day. Failure of client to call shall be determined as a failed test.
- 3.

Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County Department of Social Services strives to address these inequities and continue progress in moving forward.

Contractor is encouraged to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractor will be expected to think holistically about creating services, program sites, and an employee culture that is welcoming and inclusive. Contractor should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities for equitable outcomes, access to services, and other opportunities. Contractor should contact contract manager about proposed metrics to track.

Services should be designed to meet clients' diverse needs. Contractor will be expected to participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
GRANITE WELLNESS CENTERS (GWC)

County shall reimburse Contractor for services as described in Exhibit "A". The maximum compensation to Contractor for satisfactorily performing services under this Agreement shall not exceed \$200,000 for the entire contract term of July 1, 2021 through June 30, 2023. The contract amount shall not exceed \$100,000 or Fiscal Year 2021/22; and \$100,000 for Fiscal Year 2022/23.

CONTINGENCY:

Contract maximum is contingent and dependent upon the County's annual receipt of anticipated State/Federal Funds for contract services. Services performed shall be in accordance with Federal Title IV-B and Title XIX funding sources guidelines.

Monthly invoicing for payment under this Agreement shall be based on funding of last resort. All other sources of funding shall be pursued prior to submission of invoices to the County.

Contractor shall be responsible for UMDAP (Uniform Method for Determining Ability to Pay) for assessing clients' ability to pay for services, and for subsequent collection of clients' fees. Clients' co-payment fees shall be deducted from monthly invoice to County for services.

For Mothers' in Recovery (MIR) Perinatal Services, Contractor shall bill the County's Behavioral Health Contract prior to submission of invoice under this contract.

The following fees for services shall be applicable:

- **Outpatient:** \$30.89 group
- **Perinatal:** (MIR) \$96.66 for one-on-one individual sessions; \$74.14 DCR Group; \$55.95 ODF Group
- **Residential and Withdrawal Management:** \$159 per night, with an additional \$30 for one child, & an additional \$20 for the second child.
- **Recovery Residence:** \$22.50 daily, with an additional \$25 per child, per month
- **Assessments:** \$250
- **Ancillary Services:** Vary; as charged to public. Typical fees are:
 - **Smoking Cessation Classes:** \$25 per session.
 - **Lifeskills & Literacy:** \$25 per session.
 - **DUI:** State established fees \$250 to \$1700 depending on required program

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.

- Contractor shall submit monthly billings to County for State Medi-Cal billing purposes on disk format by the 5th working day of each month for all Medi-Cal services provided in the prior month for County to submit to State.

- Contractor shall submit monthly invoice for all Medi-Cal services provided identifying total number of individual sessions and total cost and total group sessions and total cost which shall match the State Medi-Cal and State match.

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

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 Contract’s allowable actual cost of rendering the services, as defined in Section 11987.5 of the Health and Safety Code; or
3. The current DMC Interim rates are:

Service and Rate Table	
Outpatient Services	Interim Rate
Outpatient Drug Free	2.83
Intensive Outpatient (IOT)	2.83
Recovery and Case Management Services	2.83
Physician Consultation	2.83

Drug-Medi-Cal payments shall be made in the amount of the total Contractor’s claim minus amount of denied services. County will provide Contractor with the amount of denials received for prior months’ services, as identified on documents received from the State. Contractor will make adjustment for denials on their next submitted invoice.

Drug Testing Costs:

- All four-panel drug tests (THC, Amphetamines, Cocaine and Morphine) shall be performed for a cost of \$20.00 per test. Substance Abuse and Mental Health Services Administration (SAMHSA) cut off levels shall be adhered to unless a customized request is received in writing from the CWS Unit. All tests include two additional panels of Specific Gravity and Creatinine to detect adulteration.
 - \$5 per additional substance tested for or substituted for another of the base 4.
- The addition of another drug panel to the test or the removal of one of the four drugs “normally” tested for shall be done for a cost of \$10 for each occurrence.
- EtG (80hr) Alcohol test provided for a cost of \$20 each.
- BAC (Breath Alcohol Concentration) testing (with print-out) performed by a Certified Technician for recent alcohol consumption (24hrs) provided for a cost of \$20 each.

Contractor shall submit itemized monthly billing which identifies client, test performance, date of test, and cost of test.

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/costs 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 either removing the questioned cost or delaying the entire claim pending resolution of the cost(s). Payments of approved billing shall be made within thirty (30) days of receipt of a complete, correct, and approved billing.

All billing/invoices should be sent to:

HHS Administration
Attn: DSS Fiscal
950 Maidu Avenue
Nevada City, California 95959

BILLING PROCESS EXCEPTION

By the tenth of June each year, Contractor shall provide an invoice for services rendered for the month of May. An invoice of services provided for the month of June shall be provided no later than the tenth of July.

ATTACHMENT 1

Contractor agrees to comply with the requirements of “contractors” and “subcontractors” as listed and required per– Program Specifications of the current Standard Agreement 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 treatment 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.

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. Debarment and Suspension

Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

H. 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 (SABG) funds.

I. 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 F, the State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F 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))
- (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 correct 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 necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

J. 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).

K. 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 registered or certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

L. 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).

M. 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(45 CFR 96.126(e)).

N. Tuberculosis Treatment

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

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

O. 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 (22 United States Code (USC) 7104(g)) as amended by section 1702. 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:

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=p t2.1.175&r=PART>

P. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS Tx) to determine whether the 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.

Q. 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 AOD 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.

R. 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.

S. Perinatal Services Network Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Services Network Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

T. 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 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 acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

U. 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.

V. 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 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.
13. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

W. 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.
- X. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.
- Y. Subcontract Provisions
Contractor shall include all of the foregoing provisions in all of its subcontracts.
- Z. Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8).
Contractor shall comply with the linguistic requirements included in this Section.
Contractor shall have:
1. Oral interpreter services available in threshold languages at key points of contact available to assist beneficiaries whose primary language is a threshold language to access the SUD services or related services through that key point of contact. The threshold languages shall be determined on a countywide basis. Counties may limit the key points of contact at which interpreter services in a threshold language are available to a specific geographic area within the county when:
 - (a) The county has determined, for a language that is a threshold language on a countywide basis, that there are geographic areas of the county where that language is a threshold language, and other areas where it is not; and
 - (b) The Contractor provides referrals for beneficiaries who prefer to receive services in that threshold language, but who initially access services outside the specified geographic area, to a key point of contact that does have interpreter services in that threshold language.
 2. Policies and procedures in place to assist beneficiaries who need oral interpreter services in languages other than threshold languages to access the SUD services or related services available at the key points of contact.
 3. General program literature used by the Contractor to assist beneficiaries in accessing services available in threshold languages, based on the threshold languages in the county as a whole.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, elderly adults, or otherwise vulnerable clients and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
- (iii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (iv) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (v) **Professional Liability** (Errors and Omissions) Insurance with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

The Insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to

the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)

- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that

County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT "E"

**SCHEDULE OF HIPAA PROVISIONS
FOR BUSINESS ASSOCIATES**

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS
ASSOCIATE AGREEMENT

Contractor acknowledges that it is a "Business Associate" for purposes of this contract and 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) per 45 CFR §160.103 and therefore is directly subject to the HIPAA Security Rule, Privacy Rule and Enforcement Rule, including its civil and criminal penalties and shall implement its standards.

Regarding the Use and Disclosure of Protected Health Information:

1. Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (PHI) to perform functions, activities, or services for, or on behalf of, County as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by County and is in accordance with the "minimum necessary" policies and procedures of the County (see NCPP 200 – Use and Disclosure Policy).
2. Except as otherwise limited in this Agreement, Contractor may use Protected Health Information (PHI) for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor provided that the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of the County for any purpose other than as permitted or required by this agreement or as required by law.
4. Contractor shall make available PHI to the individual for which it pertains in accordance to applicable law including 45 CFR §164.524
5. Contractor shall make available PHI for amendment and incorporate any amendments to PHI records in accordance with 45 CFR §164.526.
6. Contractor shall 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.
7. To the extent the Contractor is to carry out County's obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to:

8. Protect the privacy and provide for the security of Protected Health Information (PHI) and electronic Protected Health Information (ePHI) created, received, maintained or transmitted by Contractor pursuant to this agreement in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
9. Develop and maintain a written information privacy and security program that includes 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.
10. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this agreement.
11. 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 agreement; 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.
12. Ensure that any subcontractors or agents agree 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 by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent 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.
13. 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 and includes breaches of unsecured protected health information as required by 45 CFR §164.410. 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.
14. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
15. 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).

16. 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.
17. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this agreement.
18. At termination of this contract, if feasible, Contractor agrees to return or destroy all protected health information received from, or created or received by the Contractor on behalf of County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

GRANITE WELLNESS CENTERS

Provision of a full range of alcohol/drug treatment and drug testing services for referred clients of Child Welfare Services (CWS).

SUMMARY OF MATERIAL TERMS

Max Multi-Year Price: \$200,000
FY 21/22 =\$100,000
FY 22/23 =\$100,000

Contract Start Date: 7/1/2021
Liquidated Damages: N/A

Contract End Date: 6/30/2023

INSURANCE POLICIES

FUNDING

Table with 2 columns: Insurance Policies and Funding. Rows include Commercial General Liability, Sexual Abuse or Molestation Liab, Automobile Liability, Worker's Compensation, and Professional Errors and Omissions.

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:
Nevada County
Social Services Department, Child Welfare Division

CONTRACTOR:
Granite Wellness Centers

Address: 950 Maidu Avenue
City, St, Zip Nevada City, California 95959
Attn: Nicholas Ready
Email: Nicholas.Ready@co.nevada.ca.us
Phone: (530) 265-1654

Address 180 Sierra College Drive
City, St, Zip Grass Valley, California 95945
Attn: Victoria Blacksmith
Email: vblacksmith@granitewellness.org
Phone: (530) 273-9541

Contractor is a: (check all that apply)

- Corporation: [] Calif., [] Other, [] LLC,
Non-Profit: [x] Corp [] Yes
Partnership: [] Calif., [] Other, [] LLP, [] Limited
Person: [] Indiv., [] DbA, [] Ass'n [] Other

EDD Worksheet Required

Yes [] No [x]

ATTACHMENTS

- Exhibit A: Schedule of Services
Exhibit B: Schedule of Charges and Payments
Exhibit C: Insurance Requirements

Exhibit E: Schedule of HIPAA Provisions