



# RESOLUTION No. 17-454

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING EXECUTION OF A RENEWAL PERSONAL SERVICES CONTRACT WITH COMMUNITY RECOVERY RESOURCES (CoRR)

WHEREAS, Community Recovery Resources (CoRR) 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 Protective Services (CPS); 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 Personal Services Contract by and between the County and Community Recovery Resources pertaining to the provision of a comprehensive array of alcohol/drug treatment and testing services for referred clients of Child Protective Services in the maximum amount of \$400,000 for the contract term of July 1, 2017 through June 30, 2019, 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 \$200,000 to be encumbered for Fiscal Year 2017/18.

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 12th day of September, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Hank Weston, Chair

9/12/2017 cc: DSS\*  
AC\*  
CoRR

**PERSONAL SERVICES CONTRACT**

Health and Human Services Agency  
County of Nevada, California

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

**COMMUNITY RECOVERY RESOURCES (CoRR)**

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

(§1) **Provision of a full range of alcohol/drug treatment and drug testing services for referred clients of Child Protective Services (CPS).**

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:** \$400,000  
(§3) **Contract Beginning Date:** 07/01/2017 **Contract Termination Date:** 06/30/2019  
(§4) **Liquidated Damages:** N/A

**INSURANCE POLICIES**

Designate all required policies:

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

**LICENSES**

Designate all required licenses:

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

**NOTICE & IDENTIFICATION**

(§33) **Contractor: Community Recovery Resources** **County of Nevada:**  
180 Sierra College Drive 950 Maidu Avenue  
Grass Valley, California 95945 Nevada City, California 95959  
Contact Person: Warren Daniels Contact Person: Nicholas Ready  
Phone: (530) 273-9541 Phone: (530) 265-1654  
E-mail: wdaniels@corr.us E-mail: Nicholas.Ready@co.nevada.ca.us

**Funding:** 1589-50104-494-3101/521525 CFDA No.: 93.645; 93.658  
CFDA Agreement No.: CEC-29-2016

**Contractor is a:** (check all that apply)

Corporation: X Calif.      Other      LLC X Non-profit  
Partnership:      Calif.      Other      LLP      Limited  
Person:      Individ.      Dba      Ass'n      Other

**EDD:** Independent Contractor Worksheet Required:      Yes X No

**ATTACHMENTS**

Designate all required attachments:

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

### Terms

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

### Services

#### 1. **Scope of Services:**

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

### Payment

#### 2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

### Time for Performance

#### 3. **Contract Term:**

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

#### 4. **Liquidated Damages:**

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

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

#### 5. **Time of the Essence:**

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

### Insurance

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

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



- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

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

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

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

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

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

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


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

**9. Errors and Omissions:**

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

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

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then



Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

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

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

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

#### **11. Indemnity:**

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

### **Personal Services**

#### **12. Contractor as Independent:**

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

#### **13. Assignment and Subcontracting:**

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

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



other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**14. Licensing and Permits:**

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

**Public Contracts**

**15. Certificate of Good Standing:**

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

**16. Prevailing Wage and Apprentices:**

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

**17. Accessibility (County Resolution No. 00190):**

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

**18. Nondiscriminatory Employment:**

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

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

**19. Drug-Free Workplace:**

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



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

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

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

**21. Conflict of Interest:**

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

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

**22. Political Activities:**

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

**23. Cost Disclosure:**

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

**Default and Termination**

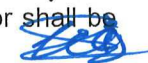
**24. Termination:**

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

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

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

d. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be





paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

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

**25. Suspension:**

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

**Miscellaneous**

**26. Financial, Statistical and Contract-Related Records:**

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

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

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

**27. Non-Profit Provisions:**

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

**a. Reporting Requirements:**

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

**b. Supplemental Audit Provisions:**

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent



Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

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

**28. Intellectual Property:**

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

**29. Entire Agreement:**

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

**30. Jurisdiction and Venue:**

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

**31. Compliance with Applicable Laws:**

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

**32. Confidentiality:**

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

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

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written,



oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

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

**33. Notices:**

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

**34. Authority:**

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

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

**CONTRACTOR:**



Warren Daniels  
Executive Director/CEO

**COUNTY OF NEVADA:**



Hank Weston  
Chair, Board of Supervisors

Dated: 8/16/17

Dated: 9/12/2017

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



**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**  
**COMMUNITY RECOVERY RESOURCES (CORR)**

The County of Nevada, Department of Social Services- Child Protective Services (CPS), hereinafter referred to as "County", and Community Recovery Resources (CoRR) 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 Protective 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 Protective 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 CoRR'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 CoRR 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 CoRR staff are DOJ cleared to ensure they do not have criminal history that would preclude them from providing services for CoRR clients. All staff are TB tested annually. Clinicians either have a CADC certification and/or are a Licensed Therapist.

**C. SUPPORTIVE HOUSING (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*

Supportive Housing is 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 CoRR clinical and support staff.

Expectations of this program include:

Clients shall maintain enrollment in CoRR 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 CoRR to maintain residence.

*Counseling, Education, Program Activities*

Clients shall benefit from interaction with CoRR'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 CoRR 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 lifeskills support, including psychotherapy, medical oversight, parenting, and self-sufficiency skills classes while in Hope House. CoRR'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 CPS 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:** CoRR'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 CoRR, 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 CoRR'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.

CoRR utilizes the *Diagnostic and Statistical Manual of Mental Disorders, 4<sup>th</sup> or 5<sup>th</sup> 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. RESIDENTIAL DETOXIFICATION TREATMENT:**

Assessment and basic program for clients needing detoxification (detox) 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 detox, 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 CoRR'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 CoRR's residential detoxification 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 Detoxification Program 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 Detoxification Program 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 Detoxification Program 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 CPS;
- Tracking of all CPS 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 CPS 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. CoRR 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 CPS 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 CPS immediately. Information shall be provided by telephone, fax, email, or online as determined in writing by the CPS Program Manager. CoRR shall provide a monthly update on all CPS 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 CPS Staff.

**Random Testing:**

1. WinTox software shall be utilized by all CPS clients for random testing.
2. CPS 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.



**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**COMMUNITY RECOVERY RESOURCES (CORR)**

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 \$400,000 for the entire contract term of July 1, 2017 through June 30, 2019. The contract amount shall not exceed \$200,000 for Fiscal Year 2017/18; and \$200,000 for Fiscal Year 2018/19.

**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:** \$76.91 for one-on-one individual sessions; \$30.89 group
- **Perinatal:** (MIR) \$96.66 for one-on-one individual sessions; \$74.14 DCR Group; \$55.95 ODF Group
- **Residential:** \$105 per night, with an additional \$20 for one child, & \$30 for two children.
- **Detoxification:** \$115 per night
- **Transitional/Supportive Housing:** \$600 per month (\$19.73 daily), with an additional \$25 per child, per month
- **Assessments:** \$250
- **Ancillary Services:** Vary; as charged to public. Typical fees are:
  - **Smoking Cessation Classes:** \$100 class fee due at time of enrollment; Sliding scale available; free for current clients
  - **Lifeskills & Literacy:** Sliding fee scale.
  - **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 5<sup>th</sup> 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 County Maximum Rate (CMR), defined as the statewide maximum allowances (SMAs) for Fiscal Year 2017/18 and 2018/19 minus allowable County Administrative costs. If the SMAs for fiscal year 2017/18 and 2018/19 are changed and County is notified of these changes the County shall pay the adjusted CMR. The current CMRs are:

Service Function	Regular DMC		
	SMA	8%	CMR
Outpatient Drug Free (ODF) Individual Counseling	83.06	(6.15)	76.91
ODF Group Counseling	33.36	(2.47)	30.89

Service Function	Perinatal DMC		
	SMA	8%	CMR
Outpatient Drug Free (ODF) Individual Counseling	104.39	(7.73)	96.66
ODF Group Counseling	60.43	(4.48)	55.95

The CMR for counseling sessions for outpatient drug free services shall be prorated as follows:

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

Example: Total Session Time (50 minutes x Number of Sessions) x CMR = Prorated CMR

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

Example: Total Session Time (90 minutes x Number of Sessions) x CMR = Prorated CMR

3. To qualify as a group counseling session there shall be at least one (1) Medi-Cal beneficiary in a group of no less than four (4) and no more than ten (10) individuals.

### **Drug Testing Costs:**

1. 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 CPS Unit. All tests include 2 additional panels of Specific Gravity and Creatinine to detect adulteration.
2. 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.
3. EtG (80hr) Alcohol test provided for a cost of \$20 each.
4. BAC (Breath Alcohol Concentration) testing (with print-out) performed by a Certified Technician for recent alcohol consumption (24hrs) provided for a cost of \$15 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 20<sup>th</sup> 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;
2. Reduce barriers to patients' accepting TB treatment; and,
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

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=pt2.1.175&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 "E"**  
**(for use with HHS PSK for CFDA-funded Subrecipients)**

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

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

