

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 alcohol / drug treatment services to Adult Drug Court clients.**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$139,251
(§3) **Contract Beginning Date:** 07/01/2016 **Contract Termination Date:** 06/30/2017
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>X</u>	<u> </u>
(§7)	Automobile Liability	<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)	Workers' Compensation	<u>X</u>	<u> </u>
(§9)	Errors and Omissions (\$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: Rebecca Slade
Phone: (530) 273-9521	Phone: (530) 470-2784
E-mail: wdaniels@corr.us	E-mail: Rebecca.slade@co.nevada.ca.us

Funding: 1589-40105-493-7831/521520

CFDA No.: 93.243
CFDA Agreement No.: N/A

Contractor is a: (check all that apply)

Corporation:	<u>X</u> Calif.	<u> </u> Other	<u> </u> LLC	<u>X</u> Non-profit
Partnership:	<u> </u> Calif.	<u> </u> Other	<u> </u> LLP	<u> </u> Limited
Person:	<u> </u> Indiv.	<u> </u> Dba	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments:

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

Terms

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

Services

1. Scope of Services:

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

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt 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, ¶12, 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:

COUNTY OF NEVADA:

Warren Daniels
Executive Director/CEO

Dan Miller
Chair, Board of Supervisors

Dated: _____

Dated: _____

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

EXHIBIT "A"
SCHEDULE OF SERVICES
Community Recovery Resources (CoRR)

Community Recovery Resources (CoRR) hereinafter referred to as "Contractor" shall provide treatment services to Adult Drug Court clients for the County of Nevada, Behavioral Health Department, hereinafter referred to as "County". Services included in this contract:

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

CONTRACTOR'S 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 Substance Use Treatment services.

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

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.

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 three (3) service locations and nine (9) transitional homes:

- 1) Grass Valley Service Center, 180 Sierra College Drive, Grass Valley, CA 95945.
- 2) Hope House Residential Treatment Center (women) and Serenity House Residential Treatment Center (Men), 159 Brentwood Drive, Grass Valley, CA 95945.

- 3) Auburn Campus Residential Treatment Program, 12125 Shale Ridge Rd., Auburn, CA 95602
- 4) Gender-specific transitional homes located in Grass Valley, Auburn, and Truckee (four for women/women with children, five for men).

Scope of Services:

A. OUTPATIENT SERVICES are available at the CoRR's Grass Valley Service Campus at 180 Sierra College Drive. Services hours are Monday thru Friday from 9am to 8pm.

Program Summary:

Outpatient services available to authorized participants shall include the following:

- Assessment
- Recovery and treatment plan.
- Group counseling at an appropriate level of care
- Individual counseling
- Family Therapy
- Addiction education
- Drug testing (separate contract in place)
- 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 a Substance Use Disorder diagnosis and, if appropriate a co-occurring Mental Health diagnosis and the appropriate level of care. Level of care entails both the number of weekly visits (individual/group) each client will 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. A treatment plan appointment will be scheduled as soon as possible but no later than 30 days of the intake appointment. Each treatment plan is individualized to each client. The plan is mutually developed between the client and counselor / therapist 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. 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

At a minimum the plan will include the following:

- statement of problems to be addressed while in treatment
- statements of goals to be reached which directly correlate 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

Individual: Each client shall receive individual counseling which is face to face contact between the client and therapist or counselor.

Group Counseling: Face-to-face group counseling with one or more counselors who treat -two or more clients (up to 12) at the same time.

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

Co-Occurring Disorders: Clients who present with a mental health diagnosis will either receive appropriate mental health treatment services through Contractor's Co-Occurring Disorders program or be referred to the appropriate treatment resource in the community.

B: PERINATAL OUTPATIENT SERVICES

Program Summary:

Contractor will provide two perinatal treatment modalities.

- 1) Outpatient Drug Free Treatment (ODF) -This modality will provide alcohol and drug treatment services without medication in a non-residential setting. Group sessions will be no less than 90 minutes each and individual counseling sessions no less than 60 minutes each.
- 2) Intensive Out Patient Treatment (IOT) - This modality will provide alcohol and drug treatment services in a non-residential setting to clients at a minimum of three hours per week, for three or more days per week.

The Perinatal Program provides coordinated substance abuse intervention and treatment services complemented with health care and pertinent ancillary services to pregnant and parenting women of Nevada County. Participants have been accepted into the Adult Drug Court program and 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 Contractor shall provide a cohesive system for intervention, assessment, education, treatment and referral to enhance the well-being of women and their children.

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.

Contractor will 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 will be a minimum of one year. Participants may participate in appropriate level care (IOT or ODF) based on clinical need/ASAM 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.
- 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 30 days of treatment an individualized written treatment plan which is based upon their assessment done at intake. The plan is mutually developed between the client and counselor / therapist 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 will include the following:

- statement of problems to be addressed while in treatment
- statements of goals to be reached which directly correlate 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 will 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 will attend the above services in accordance with their individualized treatment plans. Participants will be subject to drug testing randomly and/or by reasonable suspicion.

Co-Occurring Disorders: Clients who present with a mental health diagnosis will either receive appropriate mental health treatment services through Contractor's Co-Occurring Disorders program or be referred to the appropriate treatment resource in the community.

C. SUPPORTIVE HOUSING (ALSO KNOWN AS TRANSITIONAL HOUSING)

Service Sites: Nine separate homes (6 in Grass Valley, 2 in Auburn, and 1 in Truckee). Homes are gender-specific, with 4 for men and 5 for women/women with children.

Program Summary:

Supportive Housing is essential for men or 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 both in Grass Valley and Truckee. The goal of these services is to allow women or men to maintain a safe living environment while continuing their development of independent living skills under the supervision of clinical and support staff. Expectations of this program include:

- Clients will maintain enrollment in CoRR services
- Clients will remain clean and sober
- Clients will 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 will also benefit from interaction with Contractor'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 Contractor's staff. Supportive Housing is provided in conjunction with outpatient services described above.

Support Services provided to the Participants

Contractor shall provide reasonable transportation for individuals residing in one of the nine (9) Transitional Living houses to and from treatment programs, counseling, court and/or probation appointments, and any other services which the individual may be required to participate in as a condition of his or her probation. Contractor shall provide all food, sundry necessities and household items including bed linens and towels.

D. RESIDENTIAL TREATMENT

Service Sites: Hope House, Grass Valley, 95945 – Serenity House, Grass Valley, 95945; Auburn Campus Residential, Auburn, 95602

Program Summary:

Residential Treatment services are provided to women and women with children at Hope House, to men at Serenity House, and to men and women without children at Auburn Campus Residential. Both offer a variable 30-day to 6-month program that incorporates traditional substance abuse treatment with comprehensive health and lifeskills support, including as indicated psychotherapy, medical oversight, parenting support as needed, and self-sufficiency skills. Residential clients are provided with 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 are delivered on a consistent schedule.

The program is rigorous and supportive, additional recovery-oriented supports include a daily exercise plan and diet plan developed by a staff nutritionist, and if indicated consultation with the agency's MD addictionologist; family team meetings; and case management with a social worker. Adult Drug Court participants will be placed at Contractor's Grass Valley Residential Facilities. The Auburn Residential Facility will only be used for short term placement if no placement is available at a Grass Valley Residential Facility.

The Adult Drug Court participant will be placed at Contractor's Grass Valley Residential Facility at the earliest availability of a vacancy following placement at the Auburn Residential Facility. All initial residential placements will be authorized for up to 30 days by County Alcohol and Drug Program Manager or Designee. Subsequent authorizations of extended residential placement in Contractor's facilities will be based on treatment needs and may vary in length not to exceed 30 days for each authorization period.

Program Format: The core program delivery format is consistent for all target populations (single men/women, and men/women 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: Contractor's assessment process will include screening for co-occurring disorders and emphasizes self-evaluation complimented with clinical diagnostic tools to provide valuable assessments. 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 Contractor'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 review of family and client history, current diagnoses and symptoms, medications, etc.

Contractor will utilize the current version of the *Diagnostic and Statistical Manual of Mental Disorders*, the ICD-10 manual, as well as the *client placement system* developed by the American Society of Addiction Medicine (ASAM) to facilitate effective treatment.

Co-Occurring Disorders: Clients who present with a mental health diagnosis will either receive appropriate mental health treatment services through Contractor's Co-Occurring Disorders Program or be referred to the appropriate treatment resource in the community.

Phase I – Stabilization: Short-term stabilization (withdrawal management) with a length of stay determined by the case manager and treatment team. The goals of Stabilization are withdrawal management 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 one's 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 for participation in the Phase II – The Core Program.

Goals for participants in Stabilization:

1. Client must stay in the program 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 her 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 of an individual treatment plan

Objectives:

1. Clients will participate in individual therapy a minimum of 1 time per week

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

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

Core Program Goals and Objectives – Phase II

- One hundred percent of participants will be employed or attending vocational training
- There will be no new charges during the course of treatment
- At least 90% of participants will have clean drug tests during the course of treatment
- At least 50% of participants will have one primary care appointment in the year

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
3. Satisfactory completion of treatment plan goals

Objectives:

1. Clients will participate in individual therapy as indicated
2. Clients will participate in individual counseling a minimum of 1 time weekly
3. Clients will participate in education groups a minimum of 5 times weekly
4. Clients will participate in group counseling a minimum of 5 times weekly
5. Clients will complete daily written assignments and turn them in by the end of the day
6. Clients will attend a minimum of six 12-step meetings weekly
7. Clients will continue working with their temporary sponsor
8. Clients will develop multiple strategies for relapse prevention and maintaining sobriety to support reintegration into outside living situations in the community
9. Clients will participate in individual family counseling and reunification activities as directed
10. Clients will 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 will, with assistance from their case manager if needed, obtain safe housing and adequate employment/income support before discharge
12. Clients will be orientated during to alumni groups to and expectations for continued participation after graduation
13. Clients (female) will receive parenting education, family planning information, childbirth education, and nutrition education.
14. If parenting clients will receive coordination of prenatal, postpartum and well baby care.
15. If parenting clients will 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 WITHDRAWAL MANAGEMENT TREATMENT

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

Specific program and protocol are designed for residents who need safe withdrawal in a medically supervised, social model setting. ***All policies and procedures defined and adhered to in Contractor'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 withdrawal management 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 withdrawal management 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 Contractor's residential withdrawal management program are:

1. Comfortable and safe environment in which to habilitate from the effects of addictive substance.
2. Supervision and monitoring by professional staff.

3. Withdrawal management 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 indicated in the treatment plan.
7. Nutritional program.

Program Goals:

Contractor will provide a Withdrawal Management Program for the treatment of substance dependence disorders, in a comprehensive therapeutic treatment setting. This Program will 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 withdrawal management 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 as 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 withdrawal.
5. Providing 24-hour monitoring by qualified staff.
6. Identifying patients problems, strengths, and weaknesses, and to work as team with the patient to develop a workable treatment plan.
7. Offering information on alcohol and drug education to emphasize the need for long term treatment.
8. Introducing the patient to recovery principles and the network of self-help groups in our area.
9. Providing referrals and a varied array of educational materials to meet the needs of our culturally diverse population.

The Withdrawal Management Program will provide the following:

1. Safe and humane withdrawal from abused substances.
2. 24-hours/7 days a week, 365 days a year monitoring by qualified staff during the withdrawal process.
3. Supervision by Contractor's professional staff for the recommended period of withdrawal management or until stabilization is achieved. At the point, assessment and referral to the appropriate level of care will be provided.
4. A coordinated team approach includes health screening, TB testing, and medical oversight. Referrals to services that are not available onsite will 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 patients physician, therapist, family member(s), employer – when necessary and/or deemed appropriate.
9. Alcohol and Drug free environment.
10. Clearly designated smoking and quiet areas.
11. Referrals and case management services as needed.
12. Legal system advocacy when needed.
13. Comprehensive and appropriate assessments
14. Individualized treatment plans.
15. Alcohol and Drug education sessions when appropriate.
16. Group sessions when appropriate.
17. Individual counseling.
18. Introduction to self-help recovery principles when appropriate.
19. Exposure to the recovery community when appropriate.
20. Rigorous adherence to individual confidentiality.

The Withdrawal Management Program requires that each patient participate in clinical programming (*as described in above*) as patient's condition allows. Withdrawal Management is considered to be a minimum of 72 hours but not to exceed 21 days. Because an explicit goal and intake and throughout withdrawal 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. Risk Needs Responsivity: Contractor shall participate in Risk Needs Responsivity practices as determined by County.

G. Contractor's Reporting Requirements for all Contract Components:
CalOMS:

Contractor agrees to cooperate with the County for the collection of data for the California Outcomes Measurement System (CalOMS), a statewide client-based data compilation and outcomes measurement system, as related to services rendered under this Agreement or as may be needed for completion of state report(s). Contractor shall collect and report data for the California Outcomes Measurement System (CalOMS), pursuant to state regulations and county protocols.

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

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

DATAR:

Treatment providers that receive state or federal funding through the County must send DATAR information to ADP (California Alcohol Drug Program) Department of Health Care Services (DHCS) each month. This has information on the program's capacity to provide different types of AOD treatment to clients and how much of the capacity was utilized that month. If the provider has a waiting list for publicly-funded AOD treatment services, DATAR includes summary information regarding individuals on the waiting list. Contractor agrees to comply with this requirement.

Contractor shall provide a summary progress report for each Adult Drug Court client for each Adult Drug Court Team meeting reflecting the treatment progress and other pertinent information.

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

H. 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 can include:

Parenting Classes: Parenting support may include on-one-on 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; resume, 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.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
COMMUNITY RECOVERY RESOURCES

The maximum amount payable for satisfactory performance of services in accordance with Exhibit "A" under this contract shall not exceed \$139,251 for Fiscal Year 2016/17.

Reimbursement for Drug Court Services shall be based on the following:

1. The Contractor's usual and customary charge to the general public for the same or similar services.

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.

The following fees for services will be maintained for this contract period (July 1, 2016 through June 30, 2017) and Outpatient and Perinatal are established by State's proposed 16/17 Drug Medi-Cal rates.

- **Outpatient:** \$66.53 for one-on-one individual sessions; \$27.04 group
- **Perinatal:** (MIR) \$105.90 for one-on-one individual sessions; \$81.22 IOT; \$52.11 ODF Group
- **Residential:** \$99.97 per day (Hope House/Serenity House) / \$80 per day (Auburn Campus Residential)
- **Detoxification:** \$99.97 per day (Hope House/Serenity House) / \$80 per day (Auburn Campus Residential)
- **Transitional/Supportive Housing:** \$600 per month (\$19.73 daily) for each authorized individual. County shall be billed only for those days the County authorized client was a resident in said program. For stays less than thirty (30) days, rates shall be prorated.
- Provision of nutrition counseling and nutrition monitoring services, food, sundry necessities and household items including bed linens and towels: Contractor shall be reimbursed at an amount not to exceed \$300 per month for each authorized Transitional Housing individual.
- **Court Attendance and Consultation** \$50/hour.
- **Assessments:** \$250
- **Ancillary Services:** Vary; as charged to public. Typical fees are:
- **Smoking Cessation Classes:** \$25 per session.
- **Lifeskills & Literacy:** \$25 per session.
- **DUI:** State established fees \$250 to \$1700 depending on required program
- **Parenting** (Incredible Years or Parent Project) at \$150/person

Contractor shall bill County in arrears for monthly services rendered. Contractor shall submit invoices identifying client(s), services, funding source, and dates of services. Payment to Contractor shall be made after verification of services by County's Behavioral Health Department.

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

Contractor shall submit invoices to:

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

ATTACHMENT 1

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

A. Additional Contract Restrictions

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

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

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

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

C. Hatch Act

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

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

E. Noncompliance with Reporting Requirements

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

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

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

G. Restriction on Distribution of Sterile Needles

No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users with Substance Abuse Prevention and Treatment Block Grant funds.

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

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

1. Trading Partner Requirements

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

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

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

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

I. Nondiscrimination and Institutional Safeguards for Religious Providers

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

J. Counselor Certification

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

K. Cultural and Linguistic Proficiency

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

L. Intravenous Drug Use (IVDU) Treatment

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

M. Tuberculosis Treatment

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

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

N. Trafficking Victims Protection Act of 2000

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

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

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

O. Tribal Communities and Organizations

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

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

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

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

Q. Youth Treatment Guidelines

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

R. Restrictions on Grantee Lobbying – Appropriations Act Section 503

No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislative body itself.

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

S. Nondiscrimination in Employment and Services

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

T. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625)
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of handicap
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse
12. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

U. State Law Requirements:

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

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

W. Subcontract Provisions

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

EXHIBIT "C"

SCHEDULE OF CHANGES

(Personal Services Contract - Mental Health)

BEHAVIORAL HEALTH PROVISIONS

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

35. Laws, Statutes, and Regulations:

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

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

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

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

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

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

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

36. Client/Patient Records:

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT “D”

SCHEDULE OF HIPAA PROVISIONS FOR COVERED ENTITY CONTRACTORS

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

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

Contractor agrees to:

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

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