

AGREEMENT FOR SERVICES #097-135-P-E2009
Justice Assistance Grant - Offender Treatment / Penal Code 1210 Program Services

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ATTACHMENTS

- Exhibit A – Treatment Authorization Form
- Exhibit B – Definition of Services
- Exhibit C – Progress House Sliding Fee Scale
- Exhibit D – Financial Assessment / Application for Indigent Funding
- Exhibit E – Service Reimbursement Schedule
- Exhibit F – Recovery JAG – Special Conditions Certification

AGREEMENT FOR SERVICES #097-135-P-E2009
Justice Assistance Grant - Offender Treatment Program Services

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Progress House, Inc., a California non-profit public benefit corporation qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501 (c) (3) commonly referred to as Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principal place of business is 2844 Coloma Street, Placerville, CA 95667 (hereinafter referred to as "CONTRACTOR");

RECITALS

WHEREAS, COUNTY applied for, and has received, grant funding through the Recovery Act 2009 Justice Assistance Grant (JAG) Program, administered through the State of California Emergency Management Agency (CAL EMA), for the specific purpose of funding the Offender Treatment Program (OTP), now known as California Penal Code (PC) 1210 Program, eligible clients and services; and

WHEREAS, COUNTY has determined that it is necessary to obtain a Contractor to provide alcohol and drug treatment services for clients who qualify to participate in the PC 1210 Program; and

WHEREAS, CONTRACTOR has represented to COUNTY that it is specially trained, experienced, expert and competent to perform the special services required hereunder and COUNTY has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State and local laws; and

WHEREAS, COUNTY has determined that the provision of these services provided by CONTRACTOR is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

Article I. DEFINITIONS

ADP	Refers to the El Dorado County Health Services Department – Public Health Division Alcohol and Drug Program.
Byrne Funds	The Edward Byrne Memorial Justice Assistance Grant Program of the American Recovery and Reinvestment Act of 2009
CalOMS	California Outcomes Measurement System is a data collection system used to report information to the California Department of Alcohol and Drug Program.
Case Management Conference	Refers to activities involved in the integrating and coordinating of all necessary services to ensure successful treatment and recovery. This involves managing multiple clients and is limited to four (4) episodes per month; this is not billable per client.
Cost Report	The CONTRACTOR's cost report is a detail of financial activity by unit of service for all services performed within the fiscal year.
COURT	The California Superior Court of El Dorado County
Fiscal year	For purposes of this Agreement, fiscal year refers to the time from July 1 through June 30 of each year of the Agreement.
JAG	Justice Assistance Grant
JAG-OTP	Refers to the Justice Assistance Grant – Offender Treatment Program Grant ZO-09-01-0090 (HSD #361-135-P-R2009)
OJP	Office of Justice Program
OTP	Offender Treatment Program
PC 1210	California Penal Code § 1210.
PC 1210 Offender	A person determined by the COURT to have violated PC 1210.
PC 1210 Program	Drug Court treatment services for clients eligible under PC 1210
PC 1210 Program Coordinator	The COUNTY Health Services Department staff member(s) designated by the Alcohol and Drug Program Manager to provide services as Coordinator for the PC 1210 Program.
Recovery Act	American Recovery and Reinvestment Act of 2009
Sub recipient or subcontractor	Shall mean an individual, organization, firm, partnership, or corporation having a contract, purchase order, or agreement with the CONTRACTOR or with any subcontractor of any tier for the performance of any part of this Agreement. Units of government and other organizations receiving Federal assistance for the purposes of this Agreement, and unless expressly stated, the term “subcontractor” includes at every level and/or tier, all subcontractors, sub consultants, suppliers, vendors and material men.
Unit of Service	Unit of Service' means the type of unit used to quantify the service modalities/elements in the dedicated capacity reports. See Exhibit E for detail.

Article II. SCOPE OF SERVICES**Section 2.01 Alcohol & Drug Treatment Services**

- (a) Services provided under this Agreement are funded by the JAG-OTP grant through CalEMA. Therefore, by signing this Agreement, CONTRACTOR agrees to comply with all

requirements of the JAG-OTP Grant, and provide the following services in exchange for compensation from such funds:

- (i) *Residential Services*: CONTRACTOR agrees to provide residential treatment beds as defined in Exhibit B attached hereto and incorporated by reference herein, for at least fifteen (15) Penal Code Section 1210 offenders at the vendor's Coloma, Garden Valley, and the Camino facilities during the term of this Agreement.
- (ii) *Outpatient Services*
 - 1) CONTRACTOR agrees to provide outpatient treatment services to PC 1210 offenders during the term of this Agreement and the level of treatment shall be determined by the PC 1210 Program Coordinator, or designee, as indicated on the Treatment Authorization Form, attached hereto as Exhibit A, and incorporated by reference herein.
 - a) *Level I Low Intensity - Outpatient Treatment Program*:
 - i) CONTRACTOR agrees to provide one (1) group session per week for a minimum of three (3) months; and
 - ii) Random drug testing; and
 - iii) Three (3) individual counseling sessions during the three (3) month period.
 - b) *Level II High Intensity - Outpatient Treatment Program*:
 - i) CONTRACTOR agrees to provide two (2) group sessions per week for a minimum of six (6) months; and
 - ii) Random drug testing; and
 - iii) One (1) to two (2) individual counseling sessions per month during the six (6) month period, as indicated on the referral form.
 - (iii) *Recovery Support Sessions*: Recovery support refers to an individual counseling session for participants designed to address threats or perceived threats to a participant's recovery. These services shall be provided on an as needed basis and must be approved by the County Referral Team (comprised of Probation Department staff, PC 1210 Program Coordinator and CONTRACTOR) before they can be offered.

Section 2.02 Reports

- (a) CONTRACTOR is required to report participant progress to the El Dorado County Probation Department and also at the County Referral Team weekly meeting. A participant progress report must be submitted within twenty-one (21) days of an initial intake. Participant progress reports may be required as frequently as weekly, and shall be submitted at least quarterly.
- (b) CONTRACTOR is required to report to the County Referral Team when participants successfully complete drug treatment.
- (c) Treatment plans must be delivered to the County Referral Team within thirty (30) days of a participant's initial referral to CONTRACTOR.
 - (i) Treatment plan modifications must be reported by the CONTRACTOR to the County Referral Team within five (5) work days of the date the CONTRACTOR determines that treatment plan modification is appropriate.

- (d) CONTRACTOR will report noncompliant PC 1210 Program participants to the El Dorado County Probation Department, with notice to the PC 1210 Program Coordinator, within ten days of the date CONTRACTOR learns of the noncompliance. County Probation Department will in turn notify the COURT. Noncompliance includes but is not limited to the following:
- (i) Serious violation of PC 1210 Program rules;
 - (ii) Repeated violation of Program rules, inhibiting functioning in the PC 1210 Program;
 - (iii) Continued refusal to participate in PC 1210 Program (previously known as the Proposition 36 Program);
 - (iv) A new, sustained drug offense;
 - (v) Failure to comply with any conditions of treatment plan.
- (e) CONTRACTOR must provide data regarding client counts and characteristics and capacity/waiting list per California Code of Regulations, Title 9, Chapter 2.5, §9535 (b) (2) by data entry into the California Outcomes Measurements System (CalOMS) on a monthly basis. This information is required for the COUNTY's reporting to the State.
- (f) CONTRACTOR may be asked to apply additional data, as needed for COUNTY to comply with State statistical reporting requirements.
- (i) In addition to the above, CONTRACTOR shall:
 - 1) Assure the highest level of client participation through formalized program structure as evidenced by clinical documentation of (1) client attendance, (2) motivation to succeed in treatment, and (3) goal accomplishments.
 - 2) Provide Drug Medi-Cal reimbursable services whenever possible to serve client needs and to maximize funding available.
 - 3) Operate continuously throughout the term of this Agreement, with at least the minimum number and type of staff needed to provide required services and to meet Federal, State and County requirements. Plans, progress reports, non-compliance reports, treatment discharges, and other requested reports must be submitted in accordance with information outlined in Section 2.02.
- (g) Attendance at Required Meetings: CONTRACTOR shall attend all County Referral Team meetings, Collaborative Case Management meetings, and Court Sessions.

Section 2.03 General Program Requirements

- (a) JAG-OTP funds must be used to serve offenders who qualify for services under the California Penal Code Section 1210. The goal of the JAG-OTP is to improve offender accountability; increase show rates, retention, and completion outcomes; and expand treatment services.
- (b) Given that the PC 1210 Program can only include PC 1210 eligible participants, all treatment services must meet the same provisions outlined in Exhibit B, Definition of Services.
- (c) Ancillary Resource linkages: CONTRACTOR shall have established linkages to ancillary service resources and shall manage funds for services provided under this Agreement. CONTRACTOR shall make every attempt to maximize funding under this Agreement for ancillary services by utilizing community resources funded by sources other than this instant Agreement.

- (d) CONTRACTOR will attend case management conferences and, upon request, will attend court sessions that take place twice monthly. County will furnish CONTRACTOR with the schedule of Drug Court sessions and provide reasonable advance notice of case management conference times and locations.
- (e) CONTRACTOR shall maintain computer software and internet access that complies with the California Department of Public Health standards for confidentiality and security for transmission of data into CalOMS.
- (f) CONTRACTOR will set fees, determine participant's ability to pay, determine participant's eligibility for any other funding for services (e.g., Drug Medi-Cal, CalWORKs, Veteran's Assistance, Social Security, etc.), collect fees from participants, and bill the COUNTY only for those costs not recovered. Such fees will be reported in the County's Annual Financial Status Report.
- (g) Fees: As defined in Exhibit C, CONTRACTOR's fees for service will be \$75.00 for each Individual Session and \$35.00 for each Group Session.
- (h) Sliding Fee Scale: CONTRACTOR shall provide COUNTY a copy of the CONTRACTOR's Sliding Fee Scale attached hereto as Exhibit C, and incorporated by reference herein; and a copy of CONTRACTOR's Client Financial Assessment Form to include certification of "inability to pay", Exhibit D, attached hereto and incorporated by reference herein.
- (i) CONTRACTOR shall determine client's ability to pay, based on the following:
 - (i) Availability of any third party funding on the client's behalf, including, but not limited to, Drug Medi-Cal and any other applicable State, Federal or private sources available at the time services are performed.
 - (ii) Client's monthly income and family size.
 - (iii) Once a client's ability to pay has been determined utilizing the Sliding Fee Scale, attached as Exhibit C page 1, CONTRACTOR shall require the client to execute an Application for Indigent Funding, attached as Exhibit C page 2, incorporated by reference herein.
- (j) CONTRACTOR will establish written procedures informing clients of their rights, including the right to file a complaint alleging discrimination, violation of civil rights, or any type of inappropriate or offensive treatment by CONTRACTOR staff. CONTRACTOR will provide a copy of CONTRACTOR's complaint procedures to all clients upon admission to treatment. These procedures shall describe the specific steps clients are to follow when filing complaints and the action that CONTRACTOR will take to resolve client complaints.

Section 2.04 Reporting Requirements

- (a) All services for participants in the PC 1210 Program must be documented and included as backup documentation to monthly invoices.
- (b) CONTRACTOR may be asked to supply additional data, as needed, for COUNTY to comply with State statistical reporting requirements.

Section 2.05 Additional Requirements

- (a) CONTRACTOR shall assure the highest level of client participation through formalized program structure as evidenced by clinical documentation of 1) client attendance, (2) motivation to succeed in treatment, and (3) goal accomplishments.
- (b) CONTRACTOR shall provide Drug Medi-Cal reimbursable services whenever possible to serve client needs and maximize available funding.
- (c) CONTRACTOR shall operate continuously throughout the term of this Agreement, with at least the minimum number and type of staff needed to provide required services and to meet Federal, State and County requirements.
- (d) In the event this Agreement is terminated for any reason, CONTRACTOR shall collaborate with COUNTY to ensure appropriate and timely transfer of existing clients and all pertinent records, whether residential or outpatient, to other providers, as directed by Contract Administrator.

Article III. TERM

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of October 1, 2009 through March 31, 2011 unless earlier terminated pursuant to the provisions under Article XII herein.

Article IV. COMPENSATION FOR SERVICES

Section 4.01 Total Not-to-Exceed Amount of this Agreement

The Not-to-Exceed amount of this Agreement shall be \$179,000.00.

CONTRACTOR is responsible to monitor spending in accordance with the Not-to-Exceed amount to ensure that services are available continuously throughout the term of this Agreement. CONTRACTOR acknowledges that the Agreement # ZO-09-01-0090 (HSD #361-135-P-R2009) funding is a one-time grant with a limited term and it is the intent of the parties hereto that the COUNTY shall not be obligated to CONTRACTOR for more than the not-to-exceed amount of this Agreement.

Section 4.02 Invoices

CONTRACTOR shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where CONTRACTOR obtains written approval from COUNTY Health Services Department Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which CONTRACTOR provides services in accordance with Article I – Scope of Services.

Section 4.03 Invoices shall be submitted to

Health Services Department – Public Health Division Finance
941 Spring Street, Suite 3
Placerville, CA 95667

Section 4.04 Rates

Participation in the County Referral Team, Collaborative Case Management, and Court sessions will be reimbursed at rates as outlined in Exhibit E, Service Reimbursement Schedule, attached hereto and incorporated by reference herein.

Billing rates for services provided during the term of this Agreement shall be in accordance with the State-approved Drug Medi-Cal (DMC) rates in effect for the period in which services were performed. This standardized rate provision applies to all substance abuse and other therapeutic counseling and treatment services, as defined in Exhibit E, attached hereto and made a part hereof, regardless of the type of funding used for such services, as set forth in Article I. Approved DMC rates may be obtained by CONTRACTOR from the California Department of Alcohol and Drug Programs (State ADP) website (currently <http://www.adp.ca.gov/dmc/dmc.shtml>) or by contacting State ADP or COUNTY ADP directly. Any changes made by the State to DMC rates, and the effective date of those changes, shall be as defined by the State and automatically become a part herein. Should the State at any time provide notification that it does not have approved DMC rates, CONTRACTOR shall continue to use the last approved DMC rates in effect prior to such notification, until the State identifies new approved DMC rates. The effective date of new State-approved rates will be as stipulated by the State.

Section 4.05 Backup Documentation

All invoices to COUNTY shall be supported at CONTRACTOR's facility by source documentation that substantiates the accuracy, appropriateness, and necessity of services billed. Such documentation may include, but is not limited to: ledgers, books, vouchers, journals, time sheets, payrolls, signed attendance rosters, appointment schedules, client data cards, client payment records, client charts documenting services rendered, client treatment plans, cost allocation schedules, invoices, bank statements, cancelled checks, receipts and receiving records. COUNTY may require CONTRACTOR to submit back-up documentation that supports monthly invoices along with any or all invoices. Failure of CONTRACTOR to supply requested documentation in support of any monthly invoice may result in denial of payment by COUNTY. COUNTY shall determine the format and content of monthly invoices and back-up documentation, and may modify the format and/or content at any time by giving thirty (30) days advance notice to CONTRACTOR.

Section 4.06 Payment

For services provided herein, COUNTY agrees to pay CONTRACTOR monthly in arrears and within forty-five (45) days following the COUNTY's receipt and approval of itemized invoice(s) identifying services rendered.

Article V. COST REPORT

Contractor shall submit a Cost Report on or before September 15, for each fiscal year of this Agreement.

Section 5.01 Contractor shall prepare the Cost Report in accordance with all Federal, State, and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. Such costs and allocations shall be supported by source documentation maintained by Contractor and available at any time to Administrator upon reasonable notice.

Section 5.02 Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services provided hereunder. The Cost Report shall be the final financial record of services rendered under this Agreement for subsequent audits, if any.

Section 5.03 Final Settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues, not to exceed County's Total Maximum Obligations as set forth in Article IV, §4.01 of this Agreement. Contractor shall not claim expenditures to County that are not reimbursable pursuant to applicable Federal, State and County laws, regulations and requirements. Any payment made by County to Contractor, which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by Contractor to County in cash within forty-five (45) days of submission of the Cost Report.

Section 5.04 If the Cost Report shows the actual and reimbursable cost of services provided pursuant to this Agreement, less applicable revenues, is lower than the aggregate of monthly payments to Contractor, Contractor shall remit the difference to County. Such reimbursement shall be made, in cash, with the submission of the Cost Report.

Section 5.05 When the State reconciliation of costs occurs, if the State settlement shows that the aggregate of monthly payments to Contractor for covered services provided under this agreement exceeds the Contractor's allowable cost in accordance with Title 22, Section 51516.1, Contractor shall remit the difference to County. Contractor shall pay County the difference within forty-five (45) days after verification of amount owed or the completion of an Appeal Process through County, whichever comes first.

In the event of a State Alcohol and Drug cost report audit and/or program audit, both State General Fund and Federal Medicaid portions of all Contractor disallowances shall be reimbursed to County within forty-five (45) days of completion of an appeal process following receipt of a final Audit Report or the completion of an Appeal Process through County, whichever comes first.

Appeals Process: COUNTY shall, at CONTRACTOR's request, request an appeal to the State in accordance with the State Department of Alcohol and Drug Programs NNA Audit Appeal Process. Upon receipt of such a request, COUNTY shall follow the appeals process as follows:

"The Department of General Services, Office of Administrative Hearings (OAH), provides the audit appeal process for the Department of Alcohol and Drug Programs (ADP) through an interagency agreement. This is the process used to appeal financial findings that do not involve Drug Medi-Cal funds.

In hearings conducted by OAH, an Administrative Law Judge will consider all pertinent legal issues. Subsequently, a proposed decision by the Administrative Law Judge will be issued for consideration and approval of the Director of ADP.

The following actions are required to initiate an appeal process:

1. A written request for appeal must be mailed within sixty (60) calendar days from receipt of the audit report to:
 - Department of Alcohol and Drug Programs
 - Audit Appeals Coordinator
 - 1700 K Street, 2nd Floor
 - Sacramento, CA 95811
2. The request referred to as a Notice of Defense should be specific as to the issues in dispute, stating the specific grounds upon which objection to the specific item is based, and the amount each issue involves. Further guidance can be found in Title 2, Government Code Section 11506.
3. The request must be signed by an individual with the authority to represent the COUNTY, and the mailing address of that individual must be identified.
4. The Audit Appeals Coordinator will be responsible for further arrangements after receipt of the request.
5. A written Notice of hearing of the time and place of the appeal proceedings will be mailed by ADP to each party at least 30 calendar days prior to the date of these proceedings in accordance with Title 2, Government Code Section 11509."

Article VI. GRANT-SPECIFIC PROVISIONS

As sub-recipient of funds through the Justice Assistance Grant Substance Abuse Offender Treatment Program FY 2009-10 (JAG-OTP Grant), CONTRACTOR shall comply with the following as if it were a direct recipient of the grant funds:

Section 6.01 JAG-OTP Special Terms & Conditions

- (a) CONTRACTOR shall comply with the financial and administrative requirements set forth in the current edition of the Recipient Handbook, Request for Application (or Proposal) and any program guidelines developed by Cal EMA.
- (b) CONTRACTOR further agrees to adhere to and comply with all Special Conditions placed on CalEMA's Recovery JAG award with the Bureau of Justice Assistance,

attached hereto as Exhibit F, and incorporated by reference as if fully set forth herein. In the event COUNTY determines in its sole discretion that CONTRACTOR has not adhered to any Special Condition, COUNTY reserves the right to pursue all remedies up to and including termination of the Agreement.

Section 6.02 Section 1604 of the Recovery Act – Limit on Funds

- (a) None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

Section 6.03 Section 1605 of the Recovery Act – Preference for Quick-Start Activities (if applicable)

- (a) In using funds made available in this Act for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least fifty percent (50%) of the funds for activities that can be initiated not later than 120 days after the date of the enactment of this Act. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit.

Section 6.04 Section 1606 of the Recovery Act – Wage Rate Requirements (if applicable)

- (a) Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Section 6.05 Non-supplanting of State and Local Funds

- (a) Grantees must use Federal funds to supplement existing State and local funds for program activities and must not replace (supplant) State or local funds that they have appropriated or allocated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations may result in a range of penalties, including suspension of current and future funds under this program, suspension or debarment from Federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties. For additional guidance regarding supplanting, refer to the information provided at <http://www.ojp.usdoj.gov/recovery/supplantingguidance.htm>.

Section 6.06 Civil Rights Compliance

- (a) As a condition for receiving funding from the Office of Justice Programs (OJP), recipients must comply with applicable Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the

Education Amendments of 1972, the Age Discrimination Act of 1975, and the Justice Department's regulation for the Equal Treatment of Faith-Based Organizations. Depending on the funding source, a recipient must also comply with the nondiscrimination provisions within the applicable program statutes, which may include the Omnibus Crime Control and Safe Streets Act of 1968, the Victims of Crime Act, or the Juvenile Justice and Delinquency Prevention Act. Collectively, these Federal laws prohibit a recipient of OJP funding from discriminating either in *employment* (subject to the exemption for certain faith-based organizations discussed below; see "Funding to Faith-based Organizations") or in the *delivery of services or benefits* on the basis of race, color, national origin, sex, religion, or disability. In addition, OJP recipients may not discriminate on the basis of age in the delivery of services or benefits.

- (b) Compliance with Title VI of the Civil Rights Act of 1964, which prohibits recipients from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak or understand English. To assist recipients in meeting their obligation to serve LEP persons, the Justice Department has published a guidance document, which is available at www.lep.gov.

Section 6.07 Funding to Faith-Based Organizations

- (a) In 2002, Executive Order 13279 was issued and in 2004, the Department of Justice (DOJ) issued the regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38. In general, the Executive Order and regulation require funding organizations to treat faith-based organizations (FBOs) the same as any other applicant or recipient of DOJ funding, neither favoring nor discriminating against FBOs in making and administering grant awards, and require that FBOs be allowed to retain their independence, autonomy, expression, and religious character when competing for DOJ financial assistance used to support social service programs and participating in the social service programs supported with DOJ financial assistance.
- (b) The Executive Order and regulation also prohibit recipient FBOs from using Justice Department funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Funded FBOs may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the Federally assisted program. Moreover, funded FBOs must not compel program beneficiaries to participate in inherently religious activities. Funded faith-based organizations must also not discriminate on the basis of religion in the delivery of services or benefits.

Section 6.08 Anti-Lobbying Act

- (a) The Anti-Lobbying Act (18 U.S.C. Section 1913) recently was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity.

These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. Section 1352.

- (b) The Office of Management and Budget (OMB) is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. Part 69 for U.S. Department of Justice grantees) to reflect these modifications. However, in the interest of full disclosure, no Federally appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval by OJP. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.

Section 6.09 Financial and Government Audit Requirements

- (a) CONTRACTOR agrees to comply with the financial and administrative requirements set forth in the then current edition of the Office of Justice Program (OJP) Financial Guide available at www.ojp.usdoj.gov/oc, and incorporated as if fully set forth herein. Any changes made by the OJP to the Financial Guide and the effective date of those changes, shall be as defined by the OJP and automatically become a part herein.
- (b) Federal grants are governed by the provisions of the Office of Management and Budget (OMB) circulars applicable to financial assistance and the OJP's Financial Guide, which is available from the OJP website www.ojp.usdoj.gov/oc. The Financial Guide includes information on allowable costs, methods of payment, audit requirements, accounting systems, and financial records. This document will govern how all recipients and sub recipients administer funds.
- (c) Audits of state and local units of government, institutions of higher education, and other nonprofit institutions must comply with the organizational audit requirements of OMB circular A-133, which states that recipients who expend \$500,000 or more of Federal funds during their fiscal year are required to submit a single organization wide financial and compliance audit report to the Federal Audit Clearinghouse within nine (9) months after the close of each fiscal year during the term of the award.

Section 6.10 Non-profit Organizations

- (a) In all OJP funded programs for which nonprofit organizations are eligible recipients or sub recipients, with the exception of those funded under authority of the Juvenile Justice and Delinquency Prevention Act, it is Department of Justice policy that an organization can demonstrate its non-profit status in any one of four methods:
 - (i) Submission of proof of 501 (c)(3) status from the Internal Revenue Service;
 - (ii) Submission of a statement from the State taxing authority or State Secretary of State, or other similar official certifying that the organization is a nonprofit operating within the State, and that no part of its net earnings may lawfully benefit any private shareholder or individual;
 - (iii) Submission of a certified copy of the applicant's certificate of incorporation or similar document; or,

- (iv) Submission of any item above, if that item applies to a State or national parent organization, together with a Statement by the State or parent organization that the recipient is a local nonprofit affiliate.

Section 6.11 Rights in Intellectual Property

- (a) In connection with OJP awards, the U.S. Department of Justice reserves certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of Federal funds. (28 C.F.R. Sections 66.34 and 70.36; 37 C.F.R. Part 401).

Article VII. CHANGES TO AGREEMENT

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

Article VIII. CONTRACTOR TO COUNTY

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further agreed that in all matters pertaining to this Agreement, CONTRACTOR shall act as Contractor only to COUNTY and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with CONTRACTOR's responsibilities to COUNTY during term hereof.

Article IX. ASSIGNMENT AND DELEGATION

CONTRACTOR is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONTRACTOR shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY. In the event COUNTY agrees in writing that CONTRACTOR may subcontract for services under this Agreement, CONTRACTOR shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent Federal and State statutes and regulations.

Article X. INDEPENDENT CONTRACTOR/LIABILITY

CONTRACTOR is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. CONTRACTOR exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

CONTRACTOR shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. COUNTY shall have no right of control over the manner in which

work is to be done and shall, therefore, not be charged with responsibility of preventing risk to CONTRACTOR or its employees.

Article XI. FISCAL CONSIDERATIONS

The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Article XII. DEFAULT, TERMINATION, AND CANCELLATION

Section 12.01 Default

Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, COUNTY reserves the right to take over and complete the work by contract or by any other means.

Section 12.02 Bankruptcy

This Agreement, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

Section 12.03 Ceasing Performance

COUNTY may terminate this Agreement in the event CONTRACTOR ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

Section 12.04 Termination or Cancellation without Cause

COUNTY may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by COUNTY without cause. If such prior termination is effected, COUNTY will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to CONTRACTOR, and for such other services, which COUNTY may agree to in writing as necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, CONTRACTOR shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

Article XIII. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

PROGRESS HOUSE, INC.
2844 COLOMA STREET
PLACERVILLE, CA 95667
ATTN: TOM AVEY, EXECUTIVE DIRECTOR

or to such other location as the CONTRACTOR directs.

Article XIV. INDEMNITY

The CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the CONTRACTOR's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the CONTRACTOR, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of CONTRACTOR to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article XV. INSURANCE

Section 15.01 CONTRACTOR shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- (a) Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California; and
- (b) Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage;
- (c) Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement.

Section 15.02 In the event CONTRACTOR is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.

Section 15.03 CONTRACTOR shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

Section 15.04 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

Section 15.05 CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONTRACTOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk

Management and CONTRACTOR agrees that no work or services shall be performed prior to the giving of such approval. In the event the CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Section 15.06 The certificate of insurance must include the following provisions stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
- (b) The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

Section 15.07 The CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

Section 15.08 Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 15.09 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.

Section 15.10 The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

Section 15.11 CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

Section 15.12 In the event CONTRACTOR cannot provide an occurrence policy, CONTRACTOR shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

Section 15.13 Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the COUNTY.

Article XVI. INTEREST OF PUBLIC OFFICIAL

No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be provided by CONTRACTOR under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Article XVII. INTEREST OF CONTRACTOR

CONTRACTOR covenants that CONTRACTOR presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed by CONTRACTOR.

Article XVIII. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of CONTRACTOR relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

Article XIX. CALIFORNIA RESIDENCY (FORM 590)

All independent Contractors providing services to the COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or COUNTY shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

Article XX. TAXPAYER IDENTIFICATION NUMBER (FORM W-9)

All independent Contractors or corporations providing services to the COUNTY must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

Article XXI. COUNTY BUSINESS LICENSE

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

Article XXII. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Shirley White, Alcohol and Drug Program Manager, or successor.

Article XXIII. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Article XXIV. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

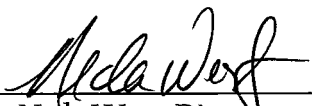
Article XXV. VENUE

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

Article XXVI. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.


REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Neda West, Director
Health Services Department

Dated: 6-1-10

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: 
Norma Santiago, Chair
Board of Supervisors
"COUNTY"

Dated: 7/20/10

*Attest: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors*


Deputy

7/20/10
Date

-- CONTRACTOR --

PROGRESS HOUSE, INC.

By: 
Tom Avey, Executive Director
"CONTRACTOR"

Dated: 06/09/2010



PC 1210 DRUG COURT

(Formerly Prop. 36)

Treatment Authorization Form

El Dorado County Health Services Department

Alcohol and Drug Programs Division

Authorized Provider: (check one)

<input type="checkbox"/> PROGRESS HOUSE Administration Office P.O. Box 1666 2844 Coloma Road Placerville, Ca 95667 Phone: 626-9240 Fax: 626-8992	<input type="checkbox"/> Outpatient Services <input type="checkbox"/> Coloma Men's <input type="checkbox"/> Garden Valley Women's <input type="checkbox"/> Camino Women's <input type="checkbox"/> Nevada City Co-ed <input type="checkbox"/> Transitional Living	<input type="checkbox"/> THE EFFORT 7586 Stockton Blvd. Sacramento, CA 95823 (916) 405-4600 FAX (916) 405-4620
--	--	---

Participant Name: _____ **Court Number:** _____
 has been ordered to participate in treatment for substance abuse/dependence pursuant to §1210.1 of the California Penal Code. He/She has been directed to contact the Provider indicated above to schedule an intake appointment, before _____ p.m. on _____.

FUNDING TYPE: State OTP JAG OTP Other _____

Level of Treatment Authorized: I-Outpatient II-Outpatient Other _____

Residential from _____ Transitional Living from _____

Treatment Plan is due: _____. The Probation Department will contact you when Progress Reports are due. If the participant does not contact you please complete the bottom portion of the form and fax back to the Drug Court Coordinator. Thank you for your services.

 PC 1210 Program Coordinator
 Phone:(530) 621-6207/Fax: (530) 295-2596

 Date

<input type="checkbox"/> The client failed to contact the Provider as directed. <input type="checkbox"/> The client contacted the Provider, but failed to show for intake on _____. <input type="checkbox"/> Comments: _____ _____ Signed _____ Date _____
--

EXHIBIT B

DEFINITION OF SERVICES

1) Core Services

The following core services shall be available to Penal Code §1210 Program participants:

- a) Assessment and reassessment to appropriate service levels using the Addiction Severity Index (ASI) assessment tool, the American Society of Addiction Medicine Patient Placement Criteria tool (ASAM), or a related County approved assessment tool.
- b) Recovery and treatment planning.
- c) Individual outpatient sessions.
- d) Group outpatient sessions.
- e) Case management.
- f) Crisis intervention.
- g) Addiction education.
- h) Health Education.
- i) Residential treatment.
- j) Drug testing.
- k) Discharge planning and referrals.

(Note: El Dorado County will provide Offender Treatment Program services under Drug Medi-Cal to all eligible participants. For this reason, the lengths of group and individual sessions must conform to Drug Medi-Cal standards regardless of funding source.)

2) Service Levels

Core services, as defined above, shall be delivered through a treatment program that offers differing service levels appropriate to individual client needs. Following is a description of the required service levels.

- a) Level I – *Low intensity outpatient education and treatment services* are those services or activities provided to adults who are willing to cooperate in their own treatment but need motivating and monitoring to sustain the recovery process. Level I services are appropriate for participants who are able to maintain abstinence or control their substance use and to pursue recovery goals with minimal support. Participants placed in this service level are in a supportive recovery environment. Services at this level shall exist for a minimum of three (3) months with one to three (1-3) months of additional services available upon request from the treatment provider and subsequent approval by County Referral Team.

Level I services shall include: one intake appointment, once weekly attendance at an outpatient group session and referral to ancillary services as needed. All ancillary services must be pre-authorized by the County Referral Team to be eligible for payment.

- b) Level I: *Dual diagnosis services* means outpatient group sessions for participants with co-occurring substance abuse and mental health diagnoses. For participants who can benefit from this specialized service, and with approval from the County Referral Team, dual

EXHIBIT B

diagnosis group sessions may be substituted for Level I core outpatient group sessions, but may not be offered in addition to core outpatient group sessions.

- c) Level II: *High intensity outpatient education and treatment services* are those services provided to adults whose resistance to treatment is high enough to require a structured program, but not so high as to render outpatient treatment ineffective. This level of service may also be indicated for individuals whose addiction symptoms intensify while participating in low intensity outpatient services. Services at this level shall exist for a minimum of six (6) months, with one to three (1-3) months of additional services available upon request from the treatment provider and subsequent approval by the County Referral Team.

Level II service shall include: one intake appointment; once weekly attendance at group education for the first six (6) weeks, for a maximum of six (6) classes; once weekly attendance at an outpatient counseling group for the first six (6) weeks, then twice weekly attendance at outpatient group counseling and referral to ancillary services as needed. All ancillary services must be pre-authorized by the County Referral Team to be eligible for payment.

- d) Level II: *Dual diagnosis services* means outpatient group sessions for participants with co-occurring substance abuse and mental health diagnoses. For participants who can benefit from this specialized service and with approval from the County Referral Team, dual diagnosis group sessions may be substituted for Level II core outpatient group sessions, but may not be offered in addition to core outpatient group sessions.

Clients receiving Level I or II services shall be held to the following participation protocol:

- o Client is permitted three (3) absences throughout the course of Level I treatment services. If client exceeds three (3) absences, treatment provider must send a drop form to Probation and the PC 1210 Program Coordinator.
 - o Client is permitted eight (8) absences throughout the course of Level II treatment services. If client exceeds eight (8) absences, treatment provider must send a drop form to Probation and the PC 1210 Program Coordinator.
 - o Clients receiving Level I or Level II treatment services who fail to show for three (3) consecutive classes are to be dropped from the current program. Treatment Provider must send a drop form to Probation and the PC 1210 Program Coordinator.
- e) Level III: *residential treatment* means delivery of services to adult males, females, and/or women with children in an inpatient setting for a maximum of thirty (30) days. Participants placed at this level must have a demonstrated need for highly structured living environment to achieve and maintain control of addiction symptoms. Residential treatment extending beyond thirty (30) days may only be provided with prior approval from the County Referral Team. Such approval will only be granted if clear justification exists, has been documented in writing, and submitted to the County Referral Team for

EXHIBIT B

consideration. Perinatal residential services are limited to clients who meet the Drug Medical Perinatal definition, or who have children age 12 or under with them at the residential facility.

Residential treatment shall include a minimum of twenty (20) hours per week of group education on health and/or addiction topics; five (5) hours per week of process group; one one-hour individual session at least once every other week; five (5) hours per week of recreational activities; and one (1) hour per week of family therapy for those clients with intact family systems. Residents shall be included in day-to-day housekeeping activities of the facility and privileges shall be earned for successful completion of program goals. Women's group and individual therapy programs shall be focused upon the unique needs of women in recovery.

- f) Individual treatment sessions must be used for "crisis" services only with services focusing on alleviating crisis problems. When possible, such services must be pre-authorized by the County Referral Team.
- g) Aftercare consisting of Twelve Step (12-Step) meetings as recommended by the treatment provider for a maximum of six (6) months. Aftercare services must receive prior approval from the County Referral Team and shall not exceed six (6) months in duration.
- h) All treatment services for participants eligible under this Agreement are funded by the JAG-OTP funding Agreement and must be provided during the term of this Agreement.

3) Drug Testing

Drug tests shall be conducted randomly throughout the term of treatment by permanent or part-time salaried staff members only. A random call-in protocol for testing schedules shall be in place and offered to clients. Drug testing plans must be documented in clients' individual treatment plans. Drug testing results must also be documented in the client's individual treatment plan, and reported on progress reports and quarterly reports. Positive drug tests shall be reported to Probation and the PC 1210 Program Coordinator within twenty-four (24) hours after receiving confirmation of a positive test result. Additionally, the failure of a participant to call in according to testing schedules shall be reported to Probation and the PC 1210 Program Coordinator within seventy-two (72) hours of the failed call-in date. Drug testing shall be used as a treatment tool in the following ways:

- a) Drug testing results measure the client's success in remaining drug-free.
- b) Drug testing results help to determine the appropriateness of the recommended treatment plan.
- c) Drug testing results are not to be used as a treatment penalty.
- d) Drug testing results are to be used to identify modifications that could make treatment plans more effective.

EXHIBIT B

e) Drug testing results are used as a clinical tool to assess client's relapse potential.

At service Levels I, II, III and the aftercare phase, clients are subject to drug testing as follows:

- Level I – Low intensity outpatient education and treatment services:
 - Minimum of once per month, up to eight (8) times during the course of treatment, unless otherwise directed by the County Referral Team.
 - Type of testing: Urinalysis and five-panel screens.
- Level II – High intensity outpatient education and treatment services:
 - Minimum of once per month, up to twelve (12) times during the course of treatment, unless otherwise directed by the County Referral Team.
 - Type of testing: Urinalysis and five-panel screens.
- Level III – Residential treatment services:
 - Minimum of two times per month, up to four (4) times per month during the course of treatment, unless otherwise directed by the County Referral Team.
 - Type of testing: Urinalysis and five-panel screens.
- Aftercare:
 - Maximum of once per month, unless otherwise directed by the County Referral Team. Increases in frequency only with pre-authorization from the County Referral Team.
 - Type of testing: Urinalysis and five-panel screens.

The above testing frequencies may be modified with pre-authorization from, or at the direction of the County Referral Team.

EXHIBIT C

PROGRESS HOUSE, INC.
 CHEMICAL DEPENDENCY TREATMENT

COUNSELING CENTER FEE SCHEDULE

Individual Sessions	\$75.00
1 hour session (Including Intake, Assessment, Collateral, One on One, Etc.)	
Group Sessions	\$35.00
1.5 hour session (Including Day Treatment, Phase I, Dual Diagnosis, Etc.)	

*** Lower income individuals may qualify for sliding scale fees with proof of income. ***

SLIDING FEE SCALE

Gross Monthly Income	Number in Family					
	1	2	3	4	5	6
Under 800	<i>see application for indigent funding</i>					
800 - 999	10	10	10	10	10	10
1000 - 1199	15	15	10	10	10	10
1200 - 1399	20	20	15	15	10	10
1400 - 1599	25	25	20	20	15	15
1600 - 1799	30	30	25	25	20	20
1600 - 1999	35	35	30	30	25	25
1800 - 2199	40	40	35	35	30	30
2200 - 2399	45	45	40	40	35	35
2400 - 2599	50	50	45	45	40	40
2600 - 2799	55	55	50	50	45	45
2800 - 2999	60	60	55	55	50	50
3000 - 3199	65	65	60	60	55	55
3200 - 3399	70	70	65	65	60	60
3400 - 3599	75	75	70	70	65	65
3600 - 3799	80	80	75	75	70	70
3800 - 3999	85	85	80	80	75	75

The sliding fees listed above are for individual sessions and for clients enrolled in group sessions the above fee schedule is based on a weekly amount and will be adjusted to the number of group visits scheduled for a weeks period of time.

Updated 07/2007

FINANCIAL ASSESSMENT

Complete if any indigent/public funding is to be used

Name _____ Date _____

Social Security #: _____

Past/Present Employer: _____ Monthly Income _____

Significant other's Employer: _____ Monthly Income _____

Do you qualify for: (If yes, how much?)

Veteran's Assistance _____ TANF _____

Unemployment Benefits _____ SDI _____

Pension _____ SSI _____

Family Members _____ Other _____

Money Available:

- a) Income tax refund due _____
- b) Cash on hand _____
- c) Cash in bank _____
- d) Stocks, Bonds, etc. _____
- e) Money owed to you by others/employers. _____

Vehicles you own:

Make _____ Model _____ Year _____ Value _____

How much money is being put down by or for this person? _____

Who put down the money/where did it come from?

Name _____ Relationship _____

Address _____ Phone _____

All resources have been explored, client has no available funding.

Staff Signature _____ Date _____

I CERTIFY THE ABOVE IS TRUE AND CORRECT. I DO NOT HAVE THE ABILITY TO PAY FOR MY (_____) RECOVERY PROGRAM AT PROGRESS HOUSE; (_____) I DO HAVE THE ABILITY TO PAY \$ _____ PER MONTH FOR MY RECOVERY PROGRAM AT PROGRESS HOUSE.

Client Signature _____ Date _____



APPLICATION FOR INDIGENT FUNDING

Log # _____

Last date employed ___/___/___ Last employed by: _____

of people in household _____ Employer's address: _____

I have no monthly income. I have provided the following information necessary to document this statement. This is required by California Department of Alcohol and Drug Programs.

My living accommodations are provided by _____

Telephone # _____

My food and personal items are provided by _____

Telephone # _____

I have applied for unemployment [] Yes (Bring documentation)
 [] No (You will be required to apply)
 [] Not applicable

I have applied for welfare [] Yes (Bring documentation)
 [] No (You will be required to apply)
 [] Not applicable

I have applied for disability [] Yes (Bring documentation)
 [] No (You will be required to apply)
 [] Not applicable

Article III, Section 1788, of the California State Civil Code makes it a violation of the law for any recipient of consumer credit to:

1. Submit false or inaccurate information or willfully conceal adverse information bearing upon his credit worthiness, credit standing, or credit capacity.
2. Fail to notify this office, within a reasonable period of time, of any change in name, address, or employment.

I agree that Progress House, Inc. may contact either person listed above to verify the information on this form. Specify date, event, or condition upon which this consent expires: _____

The preceding information is true and accurate to the best of my knowledge. My signature below authorizes Progress House, Inc. to disclose to El Dorado County Health Dept. any information needed for the purpose of billing.

Client Signature	Date	Staff	Date
------------------	------	-------	------

10/09

EXHIBIT E

SERVICE REIMBURSEMENT SCHEDULE
El Dorado County Health Services Department – Public Health Division
Substance Abuse and other Therapeutic Counseling and Treatment Services

Services will be billable based on the specific types of services defined in each agreement. All rates may not apply within each individual agreement depending on type of service needed and/or availability and criteria of funding source.

Pursuant to CA Health and Safety Code Section 11758.42(h)(1) "Reimbursement to narcotic treatment program providers shall be limited to the lower of either the uniform statewide daily reimbursement rate, pursuant to subdivision (c), or the provider's usual and customary charge to the general public for the same or similar service."

All charges shall be based on the Medi-Cal Reimbursement Rate in effect at the time of service.

=====

Definitions:

Program Code: 25 (Perinatal Services): Client must be pregnant and substance using; or parenting and substance using, with a child or children ages birth through 17 years. This includes a woman who is attempting to regain legal custody of her child(ren).

Program Code: 20 (Alcohol and Drug Services): All clients, not included under Program Code: 25 (Perinatal Services).

=====

EXHIBIT E

Program Code: 20 (Alcohol and Drug Services)

Description	Unit of Service	Service Function Code/Rate	Service Definition
<i>Outpatient Drug Free (ODF) Individual Counseling</i>	50 Minutes	80-83	A face-to-face session between client and a therapist or counselor. Including, but not limited to: <ul style="list-style-type: none"> • Dual Diagnosis
<i>Outpatient Drug Free (ODF) Group Session</i>	1.5 Hours Two or more clients at the same time.	85-88	A face-to-face session in which one or more therapists or counselors treat a group of clients (see criteria by category), focusing on the needs of the individuals served. Group sessions may include: <ul style="list-style-type: none"> • Anger Management • Parenting • Dual Diagnosis
<i>Day Care Rehabilitative (DCR)</i>	Two or more clients at the same time	30-38	Substance abuse counseling and rehabilitation services, lasting three or more hours, but less than 24 hours, per day, for three or more days per week.
<i>Individual Assessment</i>	50-60 Minutes	80-83	The evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and substance abuse disorders; the diagnosis of drug abuse disorders; and the assessment of treatment needs to provide medically necessary treatment services.
<i>Intake</i>	50 Minutes	80-83	The process of admitting a client into substance abuse treatment. Should include medical coverage evaluation, sliding fee scale determination, and other client demographic information.
<i>Treatment Planning</i>	50 Minutes	80-83	Collaborative session between program staff and client to identify problems, goals, action steps, and target dates as components of an individual's prescribed course of substance abuse treatment.

EXHIBIT E

Program Code: 20 (Alcohol and Drug Services)

Description	Unit of Service	Service Function Code/Rate	Service Definition
<i>Discharge</i>	50 Minutes	80-83	Face-to-face final collaborative session between program staff and client to reinforce newly developed recovery skills and develop a plan to maintain those skills upon conclusion of treatment.
<i>Crisis Intervention</i>	50 Minutes	80-83	Face-to-face contact between a program staff person and a client in crisis. Services provided must focus on alleviating the crisis problem. Crisis means an unforeseen event or circumstance which presents an imminent threat of relapse, or actual relapse, to the client.
<i>Case Management</i>	50 Minutes	80-83	Activities involved in the integrating and coordinating of all necessary services to ensure successful treatment and recovery. This involves managing multiple clients and is limited to four (4) episodes per month. Not billable per client.
<i>Transitional House (per day)</i>		\$17.50 per day	A clean and sober living environmental meeting the requirements of the California Association of Recovery Homes.
<i>Residential Treatment (per bed day)</i>		Up to \$92.00 per day	The actual rate will be negotiated between the purchaser and the vendor. The delivery of services to males and females in an inpatient setting. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA / NA.
<i>Collaborative Case Management and Court Sessions</i>		Up to \$60.00 per hour	Attendance at: <ul style="list-style-type: none"> • Case Management Conference • Drug Court Session
<i>Substance Abuse Testing and Miscellaneous Fixed Rates</i>		\$30.00 per test	Urinalysis substance abuse testing
		\$40.00 per test	Ethyl glucuronide testing (aka EtG testing)
		\$95.00 per test	Hair strand testing
		\$28.00 per hour	H.E.A.R.T.S.
		\$40.00 per test	HIV Test Pre and Post Counseling Services

EXHIBIT E

Program Code: 25 (Perinatal Services)

Description	Unit of Service	Service Function Code/Rate	Service Definition
<i>Outpatient Drug Free (ODF) Individual Counseling</i>	50 Minutes	80-83	A face-to-face session between client and a therapist or counselor. Including, but not limited to: <ul style="list-style-type: none"> • Dual Diagnosis
<i>Outpatient Drug Free (ODF) Group Session</i>	1.5 Hours Two or more clients at the same time.	85-88	A face-to-face session in which one or more therapists or counselors treat a group of clients (see criteria by category), focusing on the needs of the individuals served. Group sessions may include: <ul style="list-style-type: none"> • Anger Management • Parenting • Dual Diagnosis
<i>Day Care Rehabilitative (DCR)</i>	Two or more clients at the same time	30-38	Substance abuse counseling and rehabilitation services, lasting three or more hours, but less than 24 hours, per day, for three or more days per week.
<i>Individual Assessment</i>	50-60 Minutes	80-83	The evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and substance abuse disorders; the diagnosis of drug abuse disorders; and the assessment of treatment needs to provide medically necessary treatment services.
<i>Intake</i>	50 Minutes	80-83	The process of admitting a client into substance abuse treatment. Should include medical coverage evaluation, sliding fee scale determination, and other client demographic information.
<i>Treatment Planning</i>	50 Minutes	80-83	Collaborative session between program staff and client to identify problems, goals, action steps, and target dates as components of an individual's prescribed course of substance abuse treatment.

EXHIBIT E

Program Code: 25 (Perinatal Services)

Description	Unit of Service	Service Function Code/Rate	Service Definition
<i>Discharge</i>	50 Minutes	80-83	Face-to-face final collaborative session between program staff and client to reinforce newly developed recovery skills and develop a plan to maintain those skills upon conclusion of treatment.
<i>Crisis Intervention</i>	50 Minutes	80-83	Face-to-face contact between a program staff person and a client in crisis. Services provided must focus on alleviating the crisis problem. Crisis means an unforeseen event or circumstance which presents an imminent threat of relapse, or actual relapse, to the client.
<i>Case Management</i>	50 Minutes	80-83	Activities involved in the integrating and coordinating of all necessary services to ensure successful treatment and recovery. This involves managing multiple clients and is limited to four (4) episodes per month. Not billable per client.
<i>Transitional House (per day)</i>		\$17.50 per day	A clean and sober living environmental meeting the requirements of the California Association of Recovery Homes.
<i>Residential Treatment (per bed day)</i>		Up to \$92.00 per day	The actual rate will be negotiated between the purchaser and the vendor. The delivery of services to females in an inpatient setting. Program should consist of group education and counseling, drug screening, individual counseling, treatment planning and introduction to support programs such as AA / NA.
<i>Collaborative Case Management and Court Sessions</i>		Up to \$60.00 per hour	Attendance at: <ul style="list-style-type: none"> • Case Management Conference • Drug Court Session
<i>Substance Abuse Testing and Miscellaneous Fixed Rates</i>		\$30.00 per test	Urinalysis substance abuse testing
		\$40.00 per test	Ethyl glucuronide testing (aka EtG testing)
		\$95.00 per test	Hair strand testing
		\$28.00 per hour	H.E.A.R.T.S.
		\$40.00 per test	HIV Test Pre and Post Counseling Services

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Exhibit F
RECOVERY JAG - SPECIAL CONDITIONS CERTIFICATION

INSTRUCTIONS

1. Carefully read the Special Conditions – this document will become part of your signed Grant Award Agreement.
2. The official authorized to enter into the Grant Award Agreement must initial the bottom corner of each page (pages 1 through 4) and sign the bottom of the last page (page 5), acknowledging that the grant recipient will adhere to the Special Conditions and reporting requirements associated with the federal Recovery Act as well as the Recovery JAG Program.

The original initials and signature of the authorized official must be in blue ink.

RECOVERY JAG - SPECIAL CONDITIONS CERTIFICATION
GRANT AWARD # _____

By entering into Grant Award Agreement with Cal EMA, the Recipient acknowledges that awards made under the Recovery Act will be *one-time awards* and accordingly that its proposed project activities and deliverables are to be accomplished without additional Cal EMA funding.

The Recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Recipient Handbook, the Request for Application (RFA) or Request for Proposal (RFP), and any program guidelines developed by Cal EMA.

The Recipient further agrees to adhere to and comply with the following Special Conditions placed on Cal EMA's Recovery JAG award with the Bureau of Justice Assistance:

1. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
2. The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
3. JAG NEPA - The recipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;



- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of this Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

- 4. **JAG data collection** - The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant (JAG) Program.
- 5. **Access to Records; Interviews** - The recipient understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subrecipient, contractor, or subcontractor.

The recipient also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient (or of any subrecipient, contractor, or subcontractor) regarding transactions related to this Recovery Act award.

- 6. **Separate Tracking and Reporting of Recovery Act Funds and Outcomes** - The recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DOJ award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The recipient further agrees that all personnel (including subrecipient personnel) whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

7. Reporting and Registration Requirements under Section 1512 of the Recovery Act

- (a) This award requires the recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.
- (c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

8. Provisions of Section 1512(c) - The recipient understands that section 1512(c) of the Recovery Act provides as follows:

Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains—

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including—
 - (A) the name of the project or activity;
 - (B) a description of the project or activity;
 - (C) an evaluation of the completion status of the project or activity;
 - (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - (E) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.

(4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

9. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

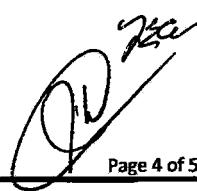
or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

10. Protecting State and Local Government and Contractor Whistleblowers (Recovery Act, section 1553). - The recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross mismanagement, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

11. Limit on Funds (Recovery Act, section 1604) - The recipient agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

12. Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

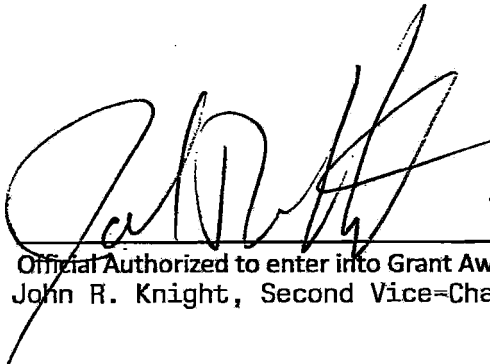


13. Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.

14. Delinquent section 1512(c) reports - The recipient acknowledges that it has certified that it will comply with all reporting requirements under section 1512(c) of the Recovery Act. (An online reporting mechanism is anticipated to be available for award recipient use by October 10, 2009.) Further to this certification, a failure to comply with the section 1512(c) reporting requirements may, in addition to other penalties, subject the recipient to the following:

(1) After failure to report section 1512(c) data for two consecutive reporting periods, the recipient may be— (a) precluded from drawing down funds under any OJP award, and/or (b) deemed ineligible for future discretionary OJP awards, until such time as the recipient becomes current in its section 1512(c) reporting obligations; and

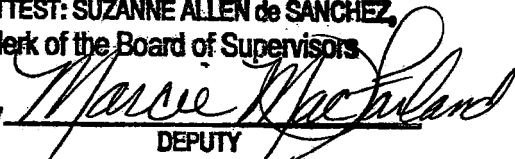
(2) After failure to report section 1512(c) data for three consecutive reporting periods, the recipient, upon written demand of the Director of BJA, shall return to OJP any unexpended award funds (including any unexpended interest earned on award funds) within 15 calendar days of the date of the demand notice. Thereafter, the recipient's award shall be converted to a cost-reimbursable grant until such time as the recipient becomes current in its section 1512(c) reporting obligations, and remains current for not less than two additional consecutive reporting periods.

 4/13/10
Official Authorized to enter into Grant Award Agreement
John R. Knight, Second Vice=Chairman

Administrator:

The County Officer or employee with responsibility for administering this Agreement is Shirley White, Alcohol and Drug Program Manager, or successor.

ATTEST: SUZANNE ALLEN de SANCHEZ,
Clerk of the Board of Supervisors

By 
DEPUTY

MSU