

AGREEMENT FOR SERVICES #042-115-P-R2010
Drug Diversion / PC-1000 Classes

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AGREEMENT FOR SERVICES #042-115-P-R2010
Drug Diversion – PC-1000 Classes

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 EDCA Lifeskills, 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 893 Spring Street, Placerville, CA 95667 (hereinafter referred to as "CONTRACTOR");

R E C I T A L S

WHEREAS, COUNTY has determined that it is necessary to obtain a Contractor to provide Drug Diversion / PC-1000 Program services described herein; 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. SCOPE OF SERVICES

Section 1.01 Drug Diversion / PC-1000 Program Services

- (a) CONTRACTOR shall receive requests for service directly from clients. When a request for service is made by an eligible client, CONTRACTOR shall ensure that services are initiated with reasonable promptness.
- (b) CONTRACTOR shall provide drug diversion client education and counseling as described in the current El Dorado County PC1000/Drug Diversion Program Standards, Exhibit A, attached hereto and incorporated by reference herein. Communicable disease education shall be addressed in the program curriculum, including information on human immunodeficiency virus (HIV), tuberculosis, and hepatitis. (Communicable disease education may be provided by Health Services Department staff.)
- (c) CONTRACTOR shall establish written procedures informing clients of their rights, including the right to file a complaint alleging discrimination or a violation of civil rights, and provide a copy of these procedures to all clients upon their admission to treatment.

Section 1.02 Quality Assurance Activities

CONTRACTOR agrees to participate in county-wide quality assurance activities such as peer reviews and policy development meetings with COUNTY. This participation shall be based upon program need and arranged at mutually agreeable dates and locations.

Section 1.03 Collection of Fees

CONTRACTOR shall charge a fee to clients based upon fee determination as defined in the current El Dorado County PC1000/Drug Diversion Program Standards, Exhibit A. No person shall be denied services because of an inability to pay. CONTRACTOR shall submit in writing to Contract Administrator any proposed changes to programming or client fees, and shall obtain written approval from Contract Administrator prior to implementing such changes. These changes include but are not limited to, requests for approval of new service locations, service expansion, policies and procedures.

Section 1.04 Record Keeping

- (a) *Client Records*: CONTRACTOR shall preserve and make available its client records for services rendered under this Agreement for a period of five (5) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by either of the following:
 - (i) If this Agreement is terminated or partially terminated, all of the records relating to work terminated shall: a) be preserved and made available for a period of five (5) years from the date of termination; or b) at the sole option of the County, immediately become the property of the County and shall be delivered by CONTRACTOR to the County.
 - (ii) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

- (b) *Statistical Records*: CONTRACTOR shall keep all statistical data and records required by the Administrator on forms and/or disks provided by the Administrator. These records shall be available for inspection as required by the Administrator.
- (c) *Subcontractor Records*: Should County consent, in writing, to the subcontracting of services, CONTRACTOR shall include in all subcontracts entered into with third parties to facilitate the provision of Services hereunder, the following clause:

"(Name of vendor or subcontractor) agrees to maintain and preserve, until five (5) years after termination of CONTRACTOR's agreement with the County of El Dorado, pertinent books, documents, papers and records of (name of vendor or subcontractor) related to this (purchase order or subcontract) and to permit the County to have access to, to examine and to audit any of such pertinent records."

- (d) *Financial Records*: CONTRACTOR shall prepare and maintain accurate and complete financial records of its costs and operating expenses. Such records shall reflect the actual costs of the service for which payment is claimed in accordance with generally accepted principles of accounting. Fees charged to and collected from persons receiving services, together with a record of all billings sent and revenues received from any source, on behalf of persons treated pursuant to this Agreement, must be reflected in CONTRACTOR's financial records. Any apportionment of or distribution of costs, including direct costs, to or between programs or cost centers of CONTRACTOR shall be made in accordance with generally accepted accounting principles.

Section 1.05 Reporting

- (a) *Quarterly Activity Summary*: CONTRACTOR shall submit a quarterly programmatic report to Administrator, including information required and on a form approved or provided by Administrator in conjunction with fees described in Section 1.03 of this Agreement.
- (b) *Operational Reports*: CONTRACTOR shall report to Administrator any problems in implementing the provisions of this Agreement, any pertinent facts of interim findings, staff changes, status of licenses and/or certifications, changes in modalities and/or populations served and reasons for any such changes. CONTRACTOR shall submit additional reports as required by Administrator concerning CONTRACTOR's activities as they affect the services hereunder. Administrator will be specific as to the nature of information requested and allow thirty (30) days for CONTRACTOR to respond.
- (c) *Notification of Injury or Death*: CONTRACTOR shall notify Administrator, in writing, within twenty-four (24) hours of becoming aware of any occurrence related in any way to the provision of services pursuant to this contract, including but not be limited to accidents,

injuries, death, acts of negligence, and loss of or damage to any County property in possession of CONTRACTOR.

Article II. TERM

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2010 to June 30, 2012 unless earlier terminated pursuant to the provisions under Article XI herein.

Article III. FISCAL PROVISIONS

Section 3.01 Contractor Compensation & Quarterly Monitoring Fees

In consideration of Services provided by CONTRACTOR, CONTRACTOR shall be entitled to receive client fees based upon actual cost of service provided plus a profit of no more than ten percent per fiscal year as verified by Cost Report at the end of the contract period. The program is to be self-supporting through client fees.

CONTRACTOR shall pay County a quarterly monitoring fee of five percent of quarterly gross program revenue. This monitoring fee will be assessed based upon revenues detailed in quarterly reports provided by CONTRACTOR to County. Quarterly reports and fees are due on the last business day of the months of October, December, April and July.

CONTRACTOR's failure to submit required quarterly reports and monitoring fees on the dates specified and/or failure to pay quarterly monitoring fees to County within 30 days of the submission of quarterly reports may result in termination of this Agreement.

Section 3.02 Client Fees

CONTRACTOR shall determine fees for clients as defined in Exhibit B, attached hereto and incorporated by reference herein. Any modifications to client fee schedules must be approved in writing by Administrator prior to implementation.

Section 3.03 Cost Report

CONTRACTOR shall submit a Cost Report to County on or before October 1st for each year of this Agreement. 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.

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.

The following attestation shall be attached to the Cost Report:

" I,(Agency Director or Board of Director Chairman) , hereby declare under penalty of perjury under the laws of the State of California that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning ____ and ending ____ and that costs reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of _____ in accordance with applicable instructions, except as noted. Executed this ____ day of _____, 20 __ at _____, California."

Section 3.04 Financial Controls

CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures.

Article IV. PERFORMANCE REQUIREMENTS

Section 4.01 Code of Conduct

CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns and the Board of Directors which shall include but not be limited to, standards related to the use of drugs and/or alcohol; staff relationships with clients; prohibition of sexual conduct with clients; and conflict of interest. Prior to providing any services pursuant to this Agreement, all employees, volunteers and interns shall agree, in writing, to maintain the standards set forth in the Code of Conduct. A copy of the Code of Conduct shall be provided to each client and shall be posted in writing in a prominent place in CONTRACTOR's facility (ies).

Section 4.02 Cultural Competence

CONTRACTOR shall, to the extent feasible, provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring and maintaining trained, experienced staff that are able to deliver services with sensitivity toward and respect for clients from diverse backgrounds. CONTRACTOR staff shall complete a minimum of one (1) cultural-sensitivity training per year.

Section 4.03 Confidentiality and Information Security Provisions

(a) The CONTRACTOR shall comply with all applicable laws and regulations as is more fully set forth in this Agreement, regarding the confidentiality and security of personal identifiable information (PII).

(b) Personal identifiable information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited

to, name, signature, social security number, medical or mental health information, physical characteristics or description, address, telephone number passport number, driver's license, or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

(c) Permitted Uses and Disclosures of PII by the CONTRACTOR:

- (i) *Permitted Uses and Disclosures:* The CONTRACTOR shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the CONTRACTOR's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains or transmits; and prevent the access, use, or disclosure of PII other than as provided for by this Agreement. Except as otherwise provided in this Agreement, the CONTRACTOR may access, use or disclosure PII to perform functions, activities or services identified in this Agreement provided that such access, use, or disclosure would not violate federal or State laws or regulations.
- (ii) *Specific Uses and Disclosures Provisions:* Except as otherwise indicated in the Agreement, the CONTRACTOR will:
 - a. Access, use, and disclose PII for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR, provided that such access, use, and disclosures are permitted by law.
 - b. Take all reasonable steps to destroy, or arrange for the destruction of a customer's records within its custody or control containing personal information which is no longer to be retained by the CONTRACTOR by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.
- (iii) *Responsibilities of the CONTRACTOR* The CONTRACTOR agrees to:
 - a. Implement safeguards to prevent unauthorized or unlawful access, use or disclosure of PII other than as provided for by this Agreement. The CONTRACTOR shall provide the County with information concerning such safeguards as the County may reasonably request from time to time.
 - b. The CONTRACTOR shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only.
 - c. The CONTRACTOR shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PII) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the CONTRACTOR shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.

- (iv) The CONTRACTOR shall:
- a. Implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data;
 - Network-based firewall and/or personal firewall
 - Continuously updated anti-virus software.
 - Patch-management process including installation of all operating system/software vendor security patches.
 - Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers and personal digital assistants [PDAs]) with a solution that uses proven industry standard algorithms.
 - b. The CONTRACTOR shall not transmit confidential, personal, PII, or sensitive data via email or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

(d) Mitigation of Harmful Effects

CONTRACTOR will mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of an unauthorized or unlawful access, use, or disclosure of PII by CONTRACTOR or its subcontractors in violation of the requirements of this Agreement.

(e) Agents and Subcontractors of the CONTRACTOR

CONTRACTOR shall ensure that any agent, including a subcontractor to which the CONTRACTOR provides PII received from the County, or created or received by the CONTRACTOR, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to the CONTRACTOR with respect to such information.

(f) Notification of Privacy or Security Breach of Unauthorized or Unlawful Access, Use or Disclosure

During the term of this Agreement, CONTRACTOR shall notify the County Privacy Officer by within twenty-four (24) hours or less upon discovery of any breach of PII and/or data, where the information and/or data is reasonably believed to have been inappropriately or unlawfully accessed, used, or disclosed by unauthorized person, such notification shall be made to the County Privacy Officer at (530) 621-5572; however, if County Privacy Officer is unavailable then CONTRACTOR shall notify Contract Administrator. CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized access, use, or disclosure required by applicable Federal and State laws and regulations. CONTRACTOR shall investigate such

breach and provide a written report of the investigation to the County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

(g) Attestation Statement

By signing this agreement, CONTRACTOR attests neither CONTRACTOR nor any of its employees has been excluded by any State or Federal government from participation in any governmental program. CONTRACTOR agrees to notify the County immediately upon receiving written or verbal notification that the CONTRACTOR or an employee is proposed for exclusion from any governmental program. CONTRACTOR will submit semi-annual attestations confirming this information to the Contract Administrator.

Section 4.04 Continuous Operation

CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable State, federal and County requirements, and which are necessary for the provision of services hereunder.

Section 4.05 Inspections and Audits

(a) CONTRACTOR shall comply with the following requirements:

- (i) Administrator, any authorized representative of County, any authorized representative of the State of California, or any of its authorized representatives, shall have access to any books, documents, and records, including but not limited to, medical and client records, of CONTRACTOR which such persons deem pertinent to this Agreement, for the purpose of conducting an audit, evaluation, or examination, or making transcripts during the periods of retention set forth in Section 1.04(a) of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided or administered.
- (ii) CONTRACTOR shall actively participate and cooperate with any persons specified in Section 4.05 above in any evaluation or monitoring of services performed pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.
- (iii) CONTRACTOR shall maintain client records, books, documents, records and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided to each client.

- (iv) CONTRACTOR's facility, office (or such parts thereof as may be engaged in the performance of this Agreement) and its records shall be subject at all reasonable times to inspection and audit reproduction by County.
- (v) Within fourteen (14) days after final audit is approved by Agency's Board of Directors, CONTRACTOR shall forward to Administrator a copy of any audit report. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.
- (vi) Following any audit report, in the event of non-compliance with applicable laws and regulations governing services provided through this Agreement or serious deficiencies in CONTRACTOR's internal control structure, County may terminate this Agreement as provided for in Article XI, or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to Administrator in writing within fifteen (15) days after receiving notice from County.
- (vii) CONTRACTOR will have two (2) months to implement a corrective action plan and to submit to County a written report of corrective action taken. Failure to implement said corrective action plan shall be cause for termination of this Agreement.

Section 4.06 Record Retention

Financial and client records shall be retained by CONTRACTOR for five (5) years from the date of submission of final payment that pertains to this Agreement. Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or cost and expenses of this Agreement to which exception has been taken by County or State governments, shall be retained by CONTRACTOR until disposition of such appeals, litigation, claims or exceptions is completed.

Section 4.07 Report and Other Document Submission Timeframes

CONTRACTOR shall comply with the following timeframes for submitting reports and other documents required under the terms of this Agreement:

- (a) *Quarterly Activity Summary and Client Fees*: shall be due on the last business day of the months of October, December, April and July.
- (b) *Operational Reports*: License and/or certification changes, changes in modalities and/or populations served, documents related to client services, administrative activities, or other program operation functions shall be submitted within five (5) working days from the date of the event or request from the County.

- (c) *Notification of Injury or Death*: Submit within twenty-four (24) hours of the event or date the event becomes known.

Section 4.08 Smoking Prohibitions

CONTRACTOR shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services that are provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. For purposes of this Agreement, residential alcohol and drug services are not considered to be inpatient hospital drug or alcohol treatment.

Section 4.09 Drug-Free Workplace

CONTRACTOR shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free work place by taking the following actions:

- (a) Publish a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by the Government Code, Section 8355(a).
- (b) Establish a drug-free awareness program as required by the Government Code, Section 8355(b) to inform all employees about the following:
 - (i) The dangers of drug abuse in the work place;
 - (ii) The person's or organization's policy of maintaining a drug-free work place;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide, as required by the Government Code, Section 8355(c), that every employee engaged in the performance of the contract:
 - (i) Be given a copy of the CONTRACTOR's drug-free policy statement; and
 - (ii) As a condition of employment, agree to abide by the terms of the statement.
- (d) Failure to comply with requirements for a drug-free work place may result in suspension of payments under the Agreement or termination of the Agreement or both.

Article V. GENERAL PROVISIONS

Section 5.01 Laws and Rules

CONTRACTOR shall comply with, and accept as binding, all applicable governmental laws, regulations, policies, and standards as they exist now or may be hereafter amended or changed. These laws, regulations, policies, and standards shall include, but not be limited to, the following:

- (a) California State Department of Alcohol and Drug Programs Certification Standards (July 1999).
- (b) Sections 1000 and 1211 of the California Penal Code and SB 1369 effective January 1, 1997.
- (c) The El Dorado County PC1000/Drug Diversion Program Standards (Exhibit A).
- (d) The El Dorado County PC1000/Drug Diversion Education Standards (Exhibit A, Attachment A).
- (e) Public Law 103-227, also known as the Pro-Children Act of 1994.
- (f) Drug-Free Work Place Act of 1990 (Government Code Section 8350 et seq.).

Section 5.02 Licenses

CONTRACTOR agrees to maintain any and all licenses required by the State of California, Department of Alcohol and Drug Programs to deliver Drug Diversion program services as described in this Agreement.

CONTRACTOR shall notify Administrator immediately and in writing of its inability to obtain or maintain any such required licenses, and said inability shall be cause for termination of this Agreement.

Section 5.03 Nondiscrimination in Employment

- (a) CONTRACTOR certifies compliance with California Government Code, Section 12990 and California Code of Regulations, Title II, Division 4, Chapter 5, in matters related to the development, implementation and maintenance of a nondiscrimination program. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex or sexual orientation. CONTRACTOR shall ensure that employees and applicants for employment are not subject to discrimination in matters which include but are not limited to: hiring, evaluation, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, career development opportunities, and selection for training, including apprenticeship.
- (b) CONTRACTOR agrees to post, in conspicuous places, notices to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act [42 USC 2000(e)] in conformance with Federal Executive Order No. 11246. CONTRACTOR agrees to comply with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

- (c) CONTRACTOR shall give written Notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreements.
- (d) In the event of non-compliance with this Article, or as otherwise provided by State and federal law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further contracts involving State or federal funds.

Section 5.04 Nondiscrimination in Services, Benefits and Facilities

- (a) CONTRACTOR certifies under the laws of the State of California that it shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, ancestry, sex, age, sexual preference, HIV status, or physical or mental disability. CONTRACTOR shall make its program accessible to persons with disabilities. CONTRACTOR shall operate in accordance with State and Federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 129000 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.
- (b) For the purpose of this Agreement, discrimination on the basis of race, color, creed, national origin, ancestry, sex, age, sexual preference, HIV status, or physical or mental disability includes, but is not limited to, the following: unlawfully denying a participant any service or access to service, or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- (c) Non-discrimination policies shall be in writing and available for public inspection on CONTRACTOR's premises.
- (d) Complaint Process: CONTRACTOR shall furnish all clients with written notice of their right to file complaints alleging discrimination in the delivery of services. This notice shall inform clients that:
 - (i) Complaints may be filed with the Contract Administrator or the U.S. Department of Health and Human Services, Office of Civil Rights.
 - (ii) In those cases where the client's complaint is filed initially with the Office of Civil Rights (Office), the Office may proceed to investigate the complaint, or the Office may request that the Contract Administrator conduct the investigation.

- (iii) Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged discrimination and, if not satisfied with the decision, may file an appeal with the Office.
- (e) Accessibility: If the CONTRACTOR employs more than 15 staff members, it must:
 - (i) Maintain an internal complaint resolution procedure that includes due process standards and provides for the prompt and equitable resolution of complaints alleging any action or omission that transgresses Federal or State accessibility laws or regulations.
 - (ii) Designate at least one employee as the person responsible for: 1) implementing an internal accessibility program to ensure persons with disabilities have access to the CONTRACTOR's facility; and 2) receiving and resolving complaints that allege violation of Federal or State accessibility laws or regulations.
- (f) Retaliation: Neither CONTRACTOR, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or State laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or State law.

Section 5.05 Unlawful Use Messages

CONTRACTOR agrees to comply with all provisions of Health and Safety Code § 11999 incorporated by reference as if fully set forth herein.

Article VI. 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 VII. 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 VIII. 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 IX. 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 X. 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 XI. DEFAULT, TERMINATION, AND CANCELLATION

Section 11.01 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 11.02 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 11.03 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 11.04 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 XII. 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:

EDCA LIFESKILLS, INC.
893 SPRING STREET
PLACERVILLE, CA 95667
ATTN: DAVID DEL RIO, EXECUTIVE DIRECTOR

or to such other location as the CONTRACTOR directs.

Article XIII. 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 XIV. INSURANCE

Section 14.01 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 14.02 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 14.03 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 14.04 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 14.05 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 14.06 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 14.07 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 14.08 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 14.09 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 14.10 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 14.11 CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

Section 14.12 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 14.13 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 XV. 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 XVI. 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 XVII. 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 XVIII. 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 XIX. 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 XX. 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 XXI. ADMINISTRATOR

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

Article XXII. 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 XXIII. 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 XXIV. VENUE

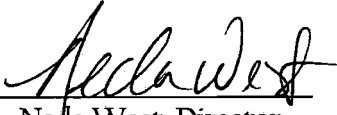
Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall

be resolved in accordance with the laws of the State of California.

Article XXV. 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:  Dated: 6-17-10
Neda West, Director
Health Services Department

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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: _____

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

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

EDCA LIFESKILLS, INC.

By: 
David Del Rio, Executive Director
"CONTRACTOR"

Dated: 6/22/10

Attachment A
El Dorado County Health Services Department
Alcohol and Drug Program
PC-1000 / Drug Diversion
July 2010

I. PROGRAM STANDARDS

1) Staff Qualifications

- a) The PC 1000 Drug Diversion program administrator shall possess the following minimum experience and education:
 - i) Two years of experience providing drug treatment and recovery services;
 - ii) One year of experience supervising personnel; and
 - iii) One year of experience preparing or directing the preparation of budgets and cost reports.
- b) Program staff who conducts individual or group counseling sessions, intake and assessment interviews shall have a minimum of two years of experience providing counseling and group facilitation services to persons with drug abuse problems.
- c) Staff who conducts educational sessions shall have a minimum of two years of experience providing drug education and facilitating group discussion.
- d) Staff shall reflect, as closely as possible, the make up of the participant population, (e.g., age, race, sex).
- e) One year of college-level education, which includes the satisfactory completion of at least 12 semester units or the equivalent of chemical dependency studies, psychology, counseling, social work, or a related field, may be substituted for one year of the experience required in 2 and 3, above.
- f) Staff with a history of alcohol or other drug problems must have a minimum of three years of continuous sobriety/abstinence from alcohol or other drugs before being hired.
- g) Program shall maintain personnel records for all staff, which at the minimum will contain:
 - i) Name, address, telephone number, position, job description, and date of hire;
 - ii) Resumes, applications and/or transcripts documenting work experience and education used to meet the requirements of the Standards;
 - iii) Dates and topics of training completed since being hired; and,
 - iv) Copies of employee performance evaluations.
- h) A written code of conduct for staff providing PC 1000 Drug Diversion program services shall be established which addresses the following:
 - i) Drug-Free Workplace Policy
 - ii) Relationship between staff and participants
 - iii) Prohibition of sexual contact with participants
 - iv) Conflict of interest
 - v) Duty to report suspicion of child abuse, elderly abuse, or threats to harm others or themselves
 - vi) Confidentiality of participant information
 - vii) HIV/AIDS
 - viii) Non-Discrimination Policy

Attachment A
El Dorado County Health Services Department
Alcohol and Drug Program
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2) Staff Orientation, Training and Evaluation

- a) Staff orientation - All staff shall receive a program orientation that includes information on the PC 1000 Drug Diversion program goals and objectives, policies and procedures, job duties and responsibilities, and these Standards. Each employee file shall obtain a signed confirmation that an orientation was provided which meets these requirements.
- b) Evaluation - All staff (full time, part time, volunteer and contract) shall receive a performance evaluation prior to the end of the probationary period and at least annually thereafter.
- c) Training - Program shall develop an annual staff training plan. Training shall be designed to ensure that all program requirements are met per these Standards. The training plan shall include, but not be limited to, the development of skills to: a) work effectively with resistant, non-voluntary participants, b) facilitate education and counseling sessions, c) conduct interviews and assessments, d) maintain case file documentation and management, e) refer to ancillary support services, and f) improve intervention techniques. Other training shall also include information about HIV/AIDS, TB, and STDs. All training sessions shall be recorded in each staff person's file.
- d) Supervision - Regular supervision shall include a review of files, consultation on individual cases, and quality assurance activities.
- e) List of Resources/Referrals - Program will maintain a current and comprehensive referral list of resources/service providers in the community, which provide services and activities relevant to participant needs.

3) Fiscal Management

- a) Programs shall submit an annual (fiscal year) budget which includes expected income and expenses, and that:
 - i) Lists all income by sources; and,
 - ii) Lists all income and expenses by program service.
- b) Each program shall have written policies and procedures which govern their fiscal management system, e.g. purchasing authority, accounts receivable, cash billings and cost allocation.
- c) Programs shall be subject to audit by the County, and shall provide a copy of a certified independent audit of the financial operations of the program within 90 days after the close of the fiscal year.

Attachment A
El Dorado County Health Services Department
Alcohol and Drug Program
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4) Quality Assurance

- a) Programs shall maintain written policies and procedures for quality assurance. These procedures will address the following:
 - i) Intakes/Assessments
 - ii) Documentation of Participant Contacts
 - iii) Termination
 - (1) Successful Completions

5) Program Services

- a) Summary of Minimum Requirements:

- i) Each participant shall be required to complete the following minimum services:
 - (1) Attend thirty (30) hours of education and group counseling sessions;
 - (2) Attend three (3) individual face-to-face 30 minute counseling sessions, to include an initial assessment, a mid-point progress session and an exit interview;
 - (3) Submit to no less than three (3) random drug tests while in the program;
 - (4) Remain active in the program for a minimum of three (3) months duration.

The program shall deliver program services which are sensitive to the cultural and linguistic needs of the participants.

- b) Participant Enrollment:

The experience of a drug-related arrest can be a legal, financial, social and personal crisis. While the occurrence is fresh in the mind of the participant, and the participant is monitored by the County Probation Department, a unique intervention opportunity is available. Therefore, enrollment of the participant into the program must be timely.

- i) Participants shall be enrolled in the program within 30 days of their initial court date.
- ii) Participants will receive orientation to the program which shall explain:
 - (1) Goals and objectives of program participation.
 - (2) Required program services.
 - (3) Requirements for successful program completion.
 - (4) Program rules and regulations.
 - (5) Client Rights.
 - (6) Payment of fees.
 - (7) Abstinence policy.

Attachment A
El Dorado County Health Services Department
Alcohol and Drug Program
PC-1000 / Drug Diversion
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- (8) Confidentiality.
- (9) Grounds for dismissal.
- (10) Grievance process.

iii) Program shall enroll a participant by completing:

- (1) A participant history including social, economic, and family background; educational and vocational achievements; criminal history; medical history; drug history and previous treatment experience.
- (2) Intake forms to collect demographic information.
- (3) A participation contract, which shall list the services to be provided, program fees, payment schedule, attendance requirements, drug testing, other program rules, and criteria for unsatisfactory performance which would result in a referral back to the Probation Department for violation of Diversion proceedings.
 - (i) Program staff shall explain the contract, which shall be dated and signed by participant and staff.
 - (ii) Program staff shall give one copy of the signed and dated contract to the participant and shall retain one (1) copy in the participant's file.
- (b) Program staff shall notify Probation and/or the Court of participant enrollment, and forward a copy of the signed client contract upon request of the Probation Department.
- (4) At the time of enrollment, program shall provide the participant with a written list of the dates, times, and location (s) of program activities the participant will be required to attend. The program shall begin providing PC 1000 Drug Diversion program services (i.e. face-to-face interviews, educational sessions, and group sessions) as soon as possible, and within twenty-one (21) days from the date of enrollment.

c) Educational/Group Process Sessions:

- (1) Program shall provide a minimum of fifteen (15) two-hour sessions for a total of thirty (30) hours of education/group process sessions for each program participant during a three-month period.
- (2) Program shall develop specific lesson plans in accord with the ***PC 1000 Drug Diversion Education Standards*** attached hereto (Attachment A) to ensure that the lesson plans include the following:
 - (a) Goals and objectives of instructional sessions are consistent with the goals of the PC 1000 Drug Diversion program and the group's needs;
 - (b) The didactic and group instruction methods to be used; and,
 - (c) The required resources, e.g. handouts, audiovisual aids, equipment or guest speakers to be used.
 - (d) Lesson plans shall be available for County Alcohol/Drug Program Administrator (CADPA) review.

Attachment A
El Dorado County Health Services Department
Alcohol and Drug Program
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- (3) Education/group process sessions shall be no less than two (2) hours in length.
- (4) Time allowed for breaks shall not be counted as part of the minimum time for education/group process sessions.
- (5) Education/group process sessions shall be scheduled to reasonably accommodate day and evening participant needs.
- (6) Each education/group process session shall be limited to fifteen (15) program participants.
- (7) Education/group process sessions may include appropriate videotapes, films, audiotapes, written exercises, group discussion or any combination thereof.
- (8) Program shall encourage participant discussion with a significant portion of each educational session set aside for group discussion and questions and answers.
- (9) Whenever possible, the same educator should remain with the group throughout the entire curriculum cycle.
- (10) The program shall document attendance at educational sessions in each participant's case file.

d) Face-to-Face Sessions:

- (1) The program shall conduct a minimum of three (3) face-to-face sessions with each participant.
- (2) The program shall conduct private, face-to-face sessions with each participant in order to:
 - (a) Monitor the participant's progress and encourage participation in educational sessions and group counseling.
 - (b) Identify issues which may be barriers to successful program completion;
 - (c) Evaluate the participant's need for referral to ancillary services; and
 - (d) Monitor the payment of fees.
- (3) Face-to-face sessions shall be at least thirty (30) minutes in duration and shall be longer whenever the counselor or the participant determines that additional time is needed.
- (4) Program shall conduct the face-to-face interviews on a regularly scheduled basis, rather than a drop-in basis.
- (5) Whenever possible, face-to-face sessions shall be conducted by the same counselor for the duration of the participant's program.
- (6) The counselor shall document in each participant's file the date and length of each face-to-face session and the issues discussed.

e) Participant Drug Testing:

Drug Testing is to be conducted for each participant at the time of enrollment to determine a baseline reading on the level of drug(s), if any, in the participant's system. All subsequent

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tests will be compared to this baseline to determine drug use following enrollment. Subsequent tests will be performed randomly as outlined below, or at the discretion of program staff, based upon a reason supported by documentation in the participant record.

Each participant will be randomly tested at least two (2) times after their baseline test during their active program participation.

Drug test samples will be sent to a state-certified laboratory; positive test results will be of a quality to withstand legal challenge. All test results will be filed in the participant's file. Results of positive drug tests will be submitted in writing to the Probation Department.

In the case of a positive drug test, the Probation Department will refer the participant back to the Court as a violation of Diversion.

A specific protocol for conducting drug tests, based upon the above criteria, will be developed by the program and shall protect against falsification and/or contamination of any urine sample.

f) Referral to ancillary services:

- (1) Program may refer participants to ancillary services, such as family counseling, residential treatment/recovery services, or outpatient treatment services based upon assessed need documented in the case file.
- (2) Such referrals shall be voluntary, and the reasons for the referral shall be clearly documented in the participant's case file.
- (3) Participants will be provided access to the program's list of current resources/service providers/referrals.

g) Participant Exit Interview:

- i) The exit interview conducted by program staff shall include:
 - (1) A Summary Report and post-treatment assessment (utilizing County-approved assessment instrument), noting participant progress;
 - (2) Relapse prevention planning; and,
 - (3) A Final Report to the County Probation Department, noting final disposition of the participant at the completion of their program.

6) Participant Records

The program shall be responsible for the organization and maintenance of participant records.

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El Dorado County Health Services Department
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- a) A participant case file shall be established to retain all relevant material and documentation for each participant. At minimum, the file shall contain participant assessment documents, intake forms, all release of information documents signed by client, participant contract, rules and rights, record of attendance at program services and self-help group meetings, or alternative approved by County, and referrals to support services, face-to-face interviews with staff, drug test results, fee collection status, and copies of reports submitted to the Probation Department.
- b) Participant records, including copies of all required forms and records, shall be retained for a minimum of 5 years after completion of the program and final payment has been made.
- c) Confidentiality of participant records and information shall be assured in accordance with Section 2.1 - 2.67 (1); Title 42, Code of Federal Regulations.

7) Program Documentation and Reporting

- a) Program Documentation:

Program shall maintain documentation to include: participant assessment, attendance rosters, progress notes (face-to-face interviews), fee payment/collection receipts, reports submitted to County Probation Department, requests and documentation for all leave of absences, financial assessments, sliding fee scale, refunds due clients for services not rendered, reason and documentation for termination of client, drug testing results and any other documentation needed to show compliance with these Standards. Programs will also provide any other information required by CADPA.

- b) Reporting to the County Probation Department:

Program shall report the following participant information, within ten (10) working days, to the Probation Department:

- i) Enrollment date;
- ii) Failure of participant to enroll by the required date;
- iii) Dismissal/Failure to complete the program and the reason for dismissal;
- iv) Successful completion.

- c) Standard Reports to the CADPA:

Program shall report participant enrollment, dismissal, transfer, and outcomes at completion to the CADPA on a quarterly basis on forms approved by the CADPA. (Attachment B)

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El Dorado County Health Services Department
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8) Participant Evaluation of the Program

Each program shall develop a protocol to facilitate participant evaluation of the program. A participant satisfaction survey form shall be completed by all participants at program exit. The participant satisfaction survey form shall include questions for participants to evaluate the effectiveness of group facilitators and counselors, the value of the program services received, scheduling of program services, and other operations issues affecting participation in the program. The form shall be submitted to the CADPA with the certification application for prior approval.

II. PARTICIPANT STANDARDS

1) Criteria for Successful Program Completion

The minimum requirements and criteria for successful program completion include:

- i) Completion of all required program services;
- ii) Completion of pre- and post-treatment assessment;
- iii) Payment of all fees; and,
- iv) Adherence to sobriety and abstinence requirements as mandated by the Probation Department and these Standards (Item 3 below).

Participants are required to complete the program, including the payment of all applicable and approved fees.

2) Participant Attendance

- i) Program shall require each participant to attend all scheduled program activities unless the participant has been granted an approved leave of absence, pursuant to Item 4 below.
- ii) Program shall document all absences in the participant file.
- iii) Program shall require each participant to make up all absences before successful completion of the program.
- iv) Program may allow a participation to be absent no more than four (4) times from scheduled activities during the duration of the program.

3) Alcohol and Other Drug Use Policy

Participants shall abstain from the use of alcohol and other drugs (excepting those medications as prescribed by the participant's physician) for the duration of the program. Participants not complying with this policy shall be reported to the Probation Department, and will be subject to discharge from the program. For more information, refer to Program Services, Section 5 of the Standards.

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El Dorado County Health Services Department
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4) Leave of Absence

- i) Program shall require the participant to request a leave of absence whenever the participant is unable to attend any scheduled program activity for twenty-one (21) days or longer.
- ii) To request a leave of absence, the participant shall submit to the program a written request for leave of absence, and any documentation substantiating the need for a leave of absence. The written request shall specify:
 - (1) The name of the participant;
 - (2) The reason for requesting the leave of absence; and,
 - (3) The dates of the requested leave.
- iii) Program shall require the participant to request prior approval for all leaves of absence, unless the participant is unable to do so due to circumstances beyond the participant's control. If the participant requests retroactive approval for a leave of absence, in addition to the information listed in ii) above, the request for leave of absence shall explain the extenuating circumstance that prevented the participant from requesting prior approval.
- iv) Program shall approve a leave of absence only for:
 - (1) Military personnel whose orders or responsibilities require an extended absence;
 - (2) Participants whose employment requires travel for an extended period of time;
 - (3) Participants who are absent due to their own extended illness or medical treatment or that of an immediate family member;
 - (4) Participants who cannot participate in program services due to an extreme personal hardship or family emergency. The program shall document the nature of the personal hardship or family emergency; and,
 - (5) Participants who have requested a leave of absence for a vacation. A leave of absence shall be granted for a vacation only if the participant has made up all absences and paid all outstanding fees, assessed by the program in accordance with the participant's ability to pay, pursuant to Item 5 below. Only one (1) vacation may be approved for each participant for the duration of the program.
- v) Prior to program completion, program shall require participants to make up all scheduled program activities missed.
- vi) Time missed while on a leave of absence shall not count as participation time.
- vii) A copy of granted leave of absence requests and justification shall be sent to Probation for their information and documentation in their case files.

5) Program Fees

- a) Approved Fee Schedule:

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Programs shall obtain approval of their fee schedule at the time of certification by the CADPA. All program fees and fee modifications will be evaluated and approved by the CADPA prior to implementation.

Program fees shall not exceed the actual cost of services. The actual costs of services incurred may include a ten percent (10%) reserve fund.

Extended payment plans will be made available to those participants who request such arrangement. Documentation of the extended payment plan shall be included in the participant contract.

Participants are required to pay the program fee in full prior to program completion.

b) **Program Fee Waivers:**

Programs are required to provide services to participants regardless of their ability to pay the approved program fees. Fees will be based on a sliding scale pre-approved by the County. Clients who are on Medi-cal or eligible for General Assistance will be the only ones considered "unable to pay."

c) **County Monitoring Fee:**

Programs are required to submit a quarterly monitoring fee of five percent (5%) of quarterly gross program revenues to the CADPA. This monitoring fee will be assessed based upon revenues reported in quarterly reports provided by the program to CADPA, and shall be part of the total fee paid by each participant. Payment of the monitoring fees shall be made to the El Dorado County Health Services Department - Alcohol /Drug Program on a quarterly basis, within thirty (30) days of the end of each quarter, and shall accompany the quarterly Program Summary. (Attachment B)

6) Inter-Program Transfer

- i) Only the Probation Department may authorize a transfer to another PC 1000 Drug Diversion Program within or out of the County. A participant transferring to another PC 1000 program shall report to the receiving program within twenty-one (21) days of cessation of services by the sending program.
- ii) The following requirements apply to inter-program transfers:
 - (1) The receiving program shall notify the sending program and the Probation Department of the transferee's enrollment or non-enrollment.

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- (2) Program participants that are out-of-County transfers shall be responsible for participant fees for services to be received, as determined by the receiving program's approved fee schedule.
- (3) Program transfers shall be kept to a minimum.

7) Dismissal of Participant

- i) Program shall dismiss any participant who:
 - (1) Fails to participate in required program activities within twenty-one (21) days of transfer to another program certified by the County;
 - (2) Fails a drug test, based upon the program's testing protocol as approved by the County; refuses a drug test; or presents themselves to the program while under the influence of alcohol or other drugs;
 - (3) Fails to comply with PC 1000 program rules;
 - (4) Fails to maintain contact with the program for twenty-one (21) or more consecutive days, without obtaining approval for a leave of absence;
 - (5) Exceeds four (4) absences, without obtaining an approved leave of absence;
 - (6) Is physically or verbally abusive to program staff or other program participants.
- ii) Program shall notify the County Probation Department in writing within ten (10) days when a participant is dismissed from the program, or transferred to a program out of the County. Program shall not reinstate the participant without the written consent of the Court.

8) Reinstatement Process

- i) In instance where the Probation Department has re-referred a participant after failure to complete the PC 1000 Drug Diversion Program, the participant will be required to complete the entire program and pay the full fee, including any unpaid fees from the prior enrollment, which have been prorated according to services received. Any unused portion of the fees paid for the prior enrollment will be applied to the fees for the subsequent enrollment, after subtraction of the County monitoring fee.
- ii) Programs may refuse to reinstate a participant if the participant was dismissed because she/he was physically or verbally abusive to program staff or other program participants. The program shall document in the participant's file the circumstances under which the participant was dismissed.

9) Participant Grievance Process

All PC 1000 Drug Diversion programs shall develop and submit to the CADPA for prior approval, the program's protocol for handling participant written grievances. The protocol must define the timeframe for filing and responding to written grievances, and must exhaust all

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agency remedies before any referral of unresolved grievances to the CADPA is made. The protocol must also define the kinds of unresolved grievances which will be forwarded to the CADPA. Generally speaking, the CADPA will review only those grievances which allege a breach in the County PC 1000 Drug Diversion Program Standards.

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The PC 1000 Drug Diversion education curriculum shall include information as outlined below. The minimum education requirements shall include:

- Fifteen (15) education/group sessions, two (2) hours each session, for a total of thirty (30) hours.
- Fifteen (15) week duration (for a minimum three (3) months) for the total curriculum cycle, with a session to be scheduled once per week during the fifteen (15) week period.

The purpose of the curriculum is to provide participants with introductory information about drug abuse. Through group interactive drug education, the program curriculum shall address a wide range of issues, such as the physical affects of drugs and their impact on the individual, family and community. Course activities are to be designed to assist the participant to develop personal skills for making better judgments regarding their behavior, and to explore possible alternative behaviors. Participants are to be encouraged to participate in group discussions and to share their thoughts on the information presented. It is vital for the educator/group facilitator to establish an atmosphere of open and honest communication among participants.

The curriculum shall include an overview of the biopsychosocial effects of drug use and addiction, the recovery process, and community resources. For each of the topics outlined in the following pages, the PC 1000 Drug Diversion program shall provide services to meet the stated requirement. Within these requirements, the program has the flexibility to develop their own specific curriculum content to meet area and participant needs. Suggested content is included as a guideline to the kind of curriculum content that is expected in order to meet PC 1000 Drug Diversion program requirements.

I. BIOPSYCHOSOCIAL EFFECTS OF DRUG USE AND ADDICTION

A. DRUG PHARMACOLOGY AND THE ADDICTION PROCESS

Requirement: Provide up-to-date drug pharmacology and toxicology information and encourage discussion on topics and issues regarding the addiction process.

Suggested Content:

1. Categories of drugs.
2. Effects on the neurological system and the body.
3. Behavioral manifestations.
4. Continuum of use, motives and the stages of the addiction process.
5. Physical, psychological, and emotional aspects of addiction and the impacts on the cycle of drug use and withdrawal.
6. Other short term and long term aspects:
 - a. Disease concept of addiction;

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- b. Genetic predisposition;
- c. Tolerance; and,
- d. Mental and emotional responses to various drugs.
- 7. Poly-drug use (additive, synergistic and masking effects).
- 8. Role of the family/significant others in the addiction process: co-dependency, enabling, and modeling.
- 9. Role of the family/significant others in the recovery process.

B. LEGAL ISSUES

Requirement: Provide information and encourage discussion on the legal issues regarding drugs.

Suggested Content: A presentation on the legal issues regarding drug and alcohol use:

- 1. Possession, use, sale of controlled substances;
- 2. Drug Diversion law: completion, violation, effect on record;
- 3. DMV Issues regarding driving under the influence; and,
- 4. Legal and economic consequences of subsequent drug/alcohol related offenses.

C. THE IMPACT OF DRUG USE ON INDIVIDUAL, FAMILY AND COMMUNITY

Requirement: Discussion on the impact of drugs and alcohol on the lives of individuals, families and communities; and to explore family issues which result from alcohol and drug use; and to assist participants to explore ways in which circumstances can be improved to provide a support system for abstinence.

Suggested Content:

- 1. Impacts on the individual: health impairment, anxiety, depression and suicide, employment, finances, criminal behavior, and family issues.
- 2. Self-esteem and ego.
- 3. The effects on the family: dysfunctional behaviors, addicted babies, etc.
- 4. Impact on children, child abuse and neglect:
- 5. Physical development, health and nutrition
- 6. Prenatal issues: FAS and Tox babies and genetic predisposition
- 7. Emotional abuse, rejection, neglect
- 8. Self esteem issues, psychological development
- 9. Intergenerational patterns.
- 10. Violence, battering, sexual abuse, spousal abuse and patterns of dysfunctional behavior.
- 11. Stages of family stress and distress.
- 12. Impact on community: Loss of productivity, increased medical costs, diminished quality of life, higher crime rate, etc.

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D. HIV/AIDS, STDs, TB, AND HEPATITIS

Requirement: Provide prevention education and information regarding HIV/AIDS, STDs, TB, and Hepatitis, including testing and risk reduction.

Required Content:

1. The nature of these diseases, their pathology and course.
2. The myths and realities of HIV/AIDS, STDs, TB, and Hepatitis.
3. The role of alcohol and drugs as disinhibitors.
4. HIV/AIDS risk awareness and risk reduction (including IDU factors).
5. Positive effects of drug and sexual abstinence on HIV positive individuals (e.g. the role of nutrition and exercise on longevity).
6. HIV and TB testing issues: confidentiality and anonymity.
7. Available community resources for testing, counseling, medical and other related services.

E. THE RECOVERY PROCESS AND RELATED ISSUES

1. DECISION-MAKING AND THE CHANGE PROCESS

Requirement: Provide information to assist participants to understand the decision-making process and to develop effective interpersonal skills, problem solving skills, values clarification and communication skills. The objective is to help participants to make better judgments about their behaviors.

Suggested Content:

1. Discussion of decision-making styles (rational, impulsive, compulsive, etc.)
2. Discussion of the pre-requisites and steps to making sound decisions.

2. BARRIERS TO CHANGE

Requirement: Provide information and assist participants to understand what affects an individual's ability to move ahead and make positive changes in their behavior.

Suggested Content:

1. Pre-conditioned beliefs, habits, and attitudes as barriers.
2. Mental traps (self-image, depression, rationalization, denial, anger/hostility, accountability, isolation, not seeking help, missing opportunities); Getting out and staying out of traps.
3. Comfort zones (traps that prevent positive change and recovery)
4. Lack of empowerment, etc.

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3. BREAKING THROUGH BARRIERS TO CHANGE

Requirement: Provide information and facilitate a discussion regarding ways to break the barriers to change, and to communicate that change and recovery are possible.

Suggested Content:

1. Stages of Recovery.
2. Recovery, craving and risk situations.
3. Changing self-image to change attitudes and habits.
4. Expanding individual's comfort zone.
5. Breaking down denial and other negative mindsets.
6. Developing a personal plan for change.

4. COMMUNICATION AND INTERPERSONAL SKILLS

Requirement: Provide information to help participants improve communication and social skills.

Suggested Content:

1. Communication skills (use of "I" Statements, avoidance of "why" questions, staying in the present, and avoiding "always" and "never" statements).
2. Interpersonal skills (constructive criticism and feedback methods)

5. STRESS REDUCTION AND ANGER/AGGRESSION MANAGEMENT

Requirement: Examination of the nature of stress, how to reduce stress, and the role of stress reduction in staying drug-free. Also, assist participants to recognize and manage aggressive or violent tendencies.

Suggested Content:

1. Definition of stress and how to identify it.
2. Stress cycles and stress reduction techniques:
 - a. stress triggers, breathing and relaxing techniques
 - b. exercise, nutrition, food (caffeine, chocolate, sugar)
3. External stressors at work and at home:
 - a. observing and identifying triggers;
 - b. developing coping strategies;
 - c. enlisting support at work and at home.
4. Internal stress and coping styles
 - a. requirements for abstinence;
 - b. role of stable environments and relationships;
 - c. depression and the use of anti-depressants;

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- d. intervention (when, why and how).
- 5. Defining, recognizing and preventing aggression/violent tendencies.
- 6. Developing social and conflict resolution skills; dealing with feelings; alternatives to aggression; dealing with stress; planning skills; controlling anger/aggression, etc.

6. PROBLEM SOLVING AND RELAPSE PREVENTION STRATEGIES

Requirement: Assist participants to identify and explore problem solving and relapse prevention strategies.

Suggested Content:

- 1. Standard coping mechanisms: flee or fight; denial; avoidance; procrastination; defend; withdraw; counterattack.
- 2. Positive coping skills: dividing and classifying problems; rational decision making.
- 3. Discuss participant issues regarding drug abstinence:
 - a. The importance of abstinence in the recovery process;
 - b. Peer pressure and the need for positive peer support groups;
 - c. Involvement in healthy fellowship as a means for support for a healthy lifestyle and recovery (the role of 12-step groups in drug abstinence); and,
 - d. Socializing, recreating, and having a good time without the use of drugs.

7. MOTIVATION

Requirement: Provide information regarding the role of motivation in the recovery process and assist participants in identifying ways of self-motivation.

Suggested Content:

- 1. Constructive motivation (wanting/choosing to change, looking at options)
- 2. Restrictive motivation (based on fear; seeing the loss; giving up accountability and fixing blame elsewhere).
- 3. Motivation and personal pay value.
- 4. Motivation to change: goal contract for drug-free coping skills.

8. SETTING PERSONAL GOALS AND ACTION PLANS

Requirement: Provide participants with information to develop skills in setting and following through with long-term personal goals and life plans.

Suggested Content:

- 1. Defining a goal, vision and current reality.
- 2. Goal setting guidelines.

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3. Developing action plans: What must be done, who needs to be involved, what resources are needed, what are the possible barriers and how will they be overcome, when will each action be taken, and how will it be known if the plan is working?
4. Three steps to action: Awareness, attitude change, and new concepts and techniques.
5. Eliminating escape routes and avoiding the path of least resistance.

9. COMMUNITY RESOURCES

Requirement: Discuss the availability and role of community resources and support groups that are useful in the recovery process.

Suggested Content:

1. Reviewing available community resources.
2. 12 Step Groups (AA, NA, Alanon, ACA, CODA, etc.);
3. Social model and medical model treatment settings;
4. Community based drug treatment and recovery services.
5. Counseling/Psychotherapy.

10. FACE-TO-FACE EXIT INTERVIEW

Requirement: Explain what is expected of the participant at the completion of the program.

Required Content:

1. Provide closure for the curriculum and group process.
2. Administer the post-treatment assessment and review progress identified.
3. Explain any additional requirements that may have been imposed by the Court/Probation (e.g. continued monthly contact with the program, monitoring and random drug testing, etc.)
4. Program evaluation by the participant and issuance of the completion certificate.

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QUARTERLY PROGRAM ACTIVITY SUMMARY

PROVIDER: _____

QUARTER: _____ FISCAL YEAR: _____

Number of participants in program at beginning of quarter: _____

Number of participants added to program during the quarter:

1. Re-referrals _____
2. New Enrollments _____
3. Transfers from other programs _____
4. Total (1+2+3) _____

Number of participants enrolled during the quarter:

1. Paying Full Fee _____
2. Paying Full Fee/Extended Payment Plan _____
3. Fees Waived _____

Number of participants leaving the program during the quarter:

1. Terminations _____
2. Completions _____
3. Transfers out to another program _____
4. Total (1+2+3) _____

Number of participants in program at end of the month: _____

Prepared By: _____ Date: _____
Program Coordinator

EXHIBIT B
AGREEMENT #042-115-P-R2010

Direct Services
Group / Individual Fee Schedule
Effective 7/1/09

Monthly Income Per Household	Fee for Group Session	Fee for Individual Session
CMSP	\$15.00	\$20.00
\$0.00 - \$1,318.00	\$25.00	\$45.00
\$1,319.00 - \$2,500.00	\$30.00	\$75.00
\$2,501.00 - \$3,500.00	\$35.00	\$100.00
\$3,501.00 and up	\$35.00	\$130.00

Dependents:

- o Households with three (3) children may be adjusted one level.
- o Households with four (4) children may be adjusted two levels.