

# ORIGINAL

## AGREEMENT FOR SERVICES #242-S1410 AMENDMENT I

Alcohol and Drug Treatment Services

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This Amendment I to that Agreement for Services #242-S1410, is 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 Community Recovery Resources, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 180 Sierra College Drive, Grass Valley, CA 95945 (Mailing: P.O. Box 6028, Auburn, CA 95604); and whose Agent for Service of Process is Warren A. Daniels, 10936 Lakeshore North, Auburn, CA 95602 (hereinafter referred to as "Contractor").

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide alcohol and drug treatment services for the Health and Human Services Agency ("HHS") in accordance with Agreement for Services #242-S1410, dated December 2, 2013; incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend **Article I – Scope of Services, Article II – Term, Article III – Compensation for Services, and Exhibit "A" – Treatment Authorization Form**; and

**WHEREAS**, the parties hereto have mutually agreed to add **Article XXXVII – Drug-Free Workplace, Article XXXVIII – Confidentiality and Information Security Provisions, Article XXXIX – Accounting Systems and Financial Records, Article XL – Transfer of Records, Article XLI – Compliance with Federal, State, and Local Laws and Regulations, Article XLII – Lobbying Certification, Article XLIII – Waivers, Article XLIV – Litigation, and Article XLV – Conflict Prevention and Resolution, Exhibit "C" – Sliding Fee Schedule**, and renumber **Entire Agreement from Article XXXVII to Article XLVI**, to accommodate the insertion of the nine aforementioned Articles.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #242-S1410 shall be amended a first time as follows:

**Articles I, II, III, and Exhibit "A" Treatment Authorization Form** are amended in their entirety to read as follows:

## **ARTICLE I**

### **Scope of Services:**

- A. County shall be responsible for the assessment of each Client identified as eligible for services pursuant to this Agreement. County shall assign a Program Coordinator from the County Alcohol and Drug Program ("ADP") who shall complete and submit a "Treatment Authorization Form," attached hereto as Exhibit "A" and incorporated by reference herein, authorizing services for each Client. The Treatment Authorization Form shall be modified as necessary and as agreed to by Contractor and Contract Administrator. In addition, County shall be responsible for:
1. Annual site audit;
  2. Monitoring of invoices and services to verify adherence to funding requirements; and
  3. Monitoring of program to verify adherence to terms and conditions of the Agreement.
- B. Contractor shall be responsible for provision of services in accordance with the Treatment Authorization Form for each Client that may include but are not limited to:
1. Case Management: This function shall be performed to integrate and coordinate all necessary services and to help ensure successful treatment and recovery. Case management may include evaluating payment resources, determining the nature of services to be provided, planning the delivery of treatment services, identifying appropriate treatment resources, referring Client(s) to other resources as appropriate, monitoring Client progress, documenting treatment, participating in case conferences, and other similar types of activities. The cost of said case management shall be included within Contractor's rate for service and shall not be billed separately.
  2. Detoxification Services: The provision of detoxification services, if so indicated on HHSA Treatment Authorization Form. Contractor shall provide a treatment program to include medically supervised detoxification services, individual and group counseling, stress reduction, drug/alcohol information, nutrition, access to Alcoholics Anonymous or Narcotics Anonymous meetings, exercise, and other community and referred resource services.
  3. Drug Testing: Client(s) admitted to residential treatment shall be tested for drug usage. The cost of said drug testing shall be included within Contractor's rate for service and shall not be billed separately. Contractor may bill for drug testing for clients admitted to outpatient treatment services if so indicated on HHSA Treatment Authorization Form.
  4. Intake: Demographic, financial, health, family, living situation, and other pertinent information shall be collected as necessary to establish Client records and to support reporting requirements. Intake also includes dissemination of required information to Client(s) including but not limited to Contractor confidentiality policies, complaint procedures, and admission procedures. The cost of said intake shall be included within Contractor's rate for service and shall not be billed separately.
  5. Outpatient Treatment: The provision of outpatient treatment services, if so indicated on HHSA Treatment Authorization Form. Services include but are not limited to Individual counseling, Group counseling sessions, and drug testing. Said services must be provided by a Certified Alcohol and Drug Specialist.
  6. Residential Services: The provision of residential treatment beds if so indicated on HHSA

Treatment Authorization Form. Client(s) admitted to residential treatment shall receive counseling services. The cost of said counseling services shall be included within Contractor's rate for service and shall not be billed separately.

7. Therapeutic Individual/Group/Family Counseling for Co-Occuring Disorder Clients: For clients not admitted to residential treatment, the provision of therapeutic individual/group/family counseling, if so indicated on HHSA Treatment Authorization Form. Compensation for said service shall be as set forth in the Article titled, "Compensation."
  - a. Whenever possible, therapeutic counseling services shall be provided by a currently Licensed Clinical Social Worker ("LCSW") or currently licensed Marriage and Family Therapist ("MFT") whose license has been issued and is regulated by the California Department of Consumer Affairs Board of Behavioral Sciences ("BBS"). Said license must be considered clear, i.e., license renewal fees have been paid, continuing education requirements (if applicable) have been met, and there have been no actions or revocations placed against it by the BBS.
  - b. The BBS does not have reciprocity with any other state licensing board. Therefore, any LCSW or MFT who is providing HHSA approved services to a Client who is receiving services outside California must have a current, clear license issued and regulated by the appropriate certifying agency for the state in which they are practicing.
  - c. If any service is delegated to an intern, the intern must be pre-licensed by the appropriate certifying state agency and all service assignments must be under the direct supervision of a currently licensed LCSW or MFT as described above. No intern shall be the sole author of any written initial visit report or any other report that pertains to Client or Client's treatment plan. All Client related documents must be reviewed, approved, and signed by said LCSW or MFT.
8. Transitional Living Services: If so indicated on HHSA Treatment Authorization Form, provide cooperative living arrangements with a requirement to be free from alcohol and other drugs (sometimes referred to as a "sober living environment"), a sober living home, transitional housing, or alcohol and drug free housing.
9. Treatment Plans: An individualized treatment plan shall be developed for each Client using information obtained in the intake and evaluation process. The treatment plan must be completed within thirty (30) days of the date the Client is admitted to treatment. The treatment plan shall identify problems to be addressed, goals to be reached, action steps, target dates, type, and frequency of services to be provided, and the assigned counselor. Treatment plans must be maintained in Client records and kept current as the treatment progresses. The cost of said treatment plans shall be included within Contractor's rate for service and shall not be billed separately.

## ARTICLE II

**Term:** This Agreement shall become effective when fully executed by all parties hereto and shall cover the period of December 2, 2013 through June 30, 2016.

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**ARTICLE III**

**Compensation for Services:**

All rates herein are inclusive of preparation and documentation time.

A. Rates: Categories of treatment services defined under the Article titled “Scope of Services” billed to County shall use either the “County Standardized Rate” structure or the “County Negotiated Rate” structure. The “County Standardized Rate” structure shall use the most current California Drug Medi-Cal (“DMC”) Alcohol and Drug Services Program “Regular DMC” and “Perinatal DMC” rates (collectively “DMC rates”) as its benchmark and as set forth in the chart listed below.

The following rates shall be effective upon final execution of this Amendment I to that Agreement #242-S1410.

Notwithstanding the foregoing, Federal Block Grants Management Guidelines require Contractor to ensure that Federal Block Grant funds are the “payment of last resort” for Alcohol and Other Drug Treatment Services subsidized under this Agreement. For that reason, Contractor shall comply with the following guidelines with regard to charges for services, including the establishment of a sliding scale fee schedule, attached hereto as Exhibit “C” and incorporated by reference herein, the sole purpose of which is for use in billing clients for Alcohol and Other Drug Counseling Treatment Services.

In addition, Contractor must demonstrate that Contractor cannot collect at the “County Standardized Rate” from an insurance carrier or other benefit program, including but not limited to (1) the Social Security Act, including Title 19 CCR and Title 22 CCR programs, (2) any State compensation program, and (3) any other public assistance program for medical expenses, any grant program, or any other benefit program. Thereafter, Contractor may bill County for Alcohol and Other Drug Counseling Treatment Services using the County Standardized Rate Structure under paragraph A herein any amount equal to the difference between the “County Standardized Rate” and the amount received by Contractor from a separate funding source.

All rates as noted in the County Standardized Rate table herein are inclusive of preparation and documentation time.

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
<b>Client Progress Reports.</b> Upon Program Coordinator’s request and/or no later than (30) days after the end of each second service month, Contractor shall provide the Program Coordinator, at no charge to the County, with a brief written progress report outlining the primary issues being addressed with each Client, their progress, and ongoing treatment goals.	No Charge
<b>Court Appearances.</b> Upon subpoena by County, Contractor shall attend court sessions. County shall only pay Contractor for court appearances when County	Current Drug Medi-Cal Reimbursement Rate for (Regular DMC) Outpatient Drug Free Individual Counseling Unit of Service

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
<p>subpoenas Contractor. Contractor shall be paid for court appearances at the DMC rate for Regular DMC individual counseling session for time actually spent at the subpoenaed court session. Contractor shall provide documentation of attendance at Court appearances as backup to invoices. Travel time shall not be included in the reimbursement for these services.</p>	<p>("UOS") Rate</p>
<p><b>Court Meetings.</b> Upon notification from Court or as Court directs County, and at a rate equivalent to the individual counseling session for the time Contractor appeared in person at Court Meeting, and pro-rated for time actually spent at the pertinent court session. If Court's meeting is cancelled by the Court less than 24 hours in advance of scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of cancelled Court meeting, not to exceed two (2) hours. Contractor shall provide documentation of attendance at Court meetings as backup to invoices. Travel expenses including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for (Regular DMC) Outpatient Drug Free Individual Counseling UOS Rate.</p>
<p><b>Court Documents Preparation.</b> Upon written request by County at a rate equivalent to the individual counseling session rate and up to a maximum limit of two (2)-session rates charged per report.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for (Regular DMC) Outpatient Drug Free Individual Counseling UOS Rate</p>
<p><b>Family Therapy Session.</b> 90 minutes per session upon written request by County and wherein one (1) or more therapists or counselors treat no more than twelve (12) family members at the same time.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for (Regular DMC or Perinatal DMC) Outpatient Drug Free Group Counseling UOS Rate per client</p>
<p><b>Group Counseling Session.</b> 90 minutes per session and per group therapy participant upon written request by County and wherein one (1) or more therapists or counselors treat no less than three (3) and no more than twelve (12) group therapy participants at the same time.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for (Regular DMC or Perinatal DMC) Outpatient Drug Free Group Counseling UOS Rate</p>
<p><b>Individual Counseling Session.</b> 50-60 minutes per session and per individual upon written request by County.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for (Regular DMC or Perinatal DMC) Outpatient Drug Free Individual Counseling UOS Rate</p>
<p><b>Multidisciplinary Team Meeting.</b> Upon written request by County and for time actually spent in the meeting. Contractor shall include support documentation in the form of time study attached to any invoice for Multidisciplinary Team Meeting Participation. The definition of multidisciplinary team meetings as it applies</p>	<p>Current Drug Medi-Cal Reimbursement Rate for (Regular DMC) for Outpatient Drug Free Individual Counseling UOS Rate</p>

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
to this Agreement excludes any community-based teams in which County considers Contractor or Contractor's staff or assigns to be regular standing members.	

Substance Abuse Testing Services Rates: Contractor shall only bill County for Substance Abuse Testing provided in this Agreement using the below rates. Client(s) admitted to residential treatment or transitional living treatment shall receive drug testing services. The cost of said drug testing services shall be included within Contractor's rate for residential or transitional living treatment services and shall not be billed separately.

SUBSTANCE ABUSE TESTS	RATES
<b>Substance Abuse Tests:</b> Includes urinalysis collection and written analysis of findings. Multiple Units of Service shall be allowed upon approval of appropriate HHSA staff. Substance Abuse tests includes 4 panel urinalysis and 80 hour EtG.	Urinalysis: \$20.00 per test EtG: \$20.00 per test

Residential Services Rates: Contractor may only bill County for residential services provided under this Agreement using the below negotiated rates.

Residential Services		County Negotiated Rate
<b>Residential</b>	Men's Residential Services	\$80.00 per bed day
	Non-parenting Women's Residential Services	\$80.00 per bed day
	Parenting Women's Residential Services*	\$80.00 per bed day
	Perinatal Women's Residential Services**	\$97.72 per bed day***
	Children with Parenting or Perinatal Women's Residential Services (Grass Valley location only)	\$20.00 per day for first child; \$10.00 per day – additional children
	Detoxification Services	\$80.00 per bed day
<b>Transitional Living</b>	Men's Transitional Living Services	\$19.73 per day (\$600 per month)
	Women's Transitional Living Services, includes Perinatal Women	\$19.73 per day (\$600 per month)
	Children with Parenting or Perinatal Women in Transitional Living Services	\$25.00 per month, per child

\**Parenting Woman:* A female who is in one or more of the following categories: 1) Has custody of a dependent child age 0-17 years; 2) Is attempting to regain legal custody of a child age 0-17 years; 3) Has voluntarily placed a child age 0-17 years with a caregiver and is

attempting to parent.

**\*\*Perinatal Drug Medi-Cal:** Drug Medi-Cal substance abuse services that are provided to pregnant or postpartum women. The Drug Medi-Cal defined postpartum period is sixty (60) days from the date pregnancy terminated plus the days remaining until the end of the month in which the pregnancy terminated.

**\*\*\*Current Drug Medi-Cal Rate:** DCM for Perinatal Residential, the County standardized rate structure.

For the purposes of this Agreement:

- DMC rates are for reimbursement reference purposes only and any descriptive information contained within the DMC rate schedule shall not apply to this Agreement unless otherwise specifically addressed. California-approved Drug Medi-Cal (DMC) reimbursement rates are located on the California Department of Health Care Services (“DHCS”) website at the following website address: <http://www.dhcs.ca.gov/>.<sup>1</sup>
- DMC rates shall be subject to an annual adjustment in order to match the most current State-approved DMC rate schedule. Any adjustments to the DMC rate schedule by the State shall become effective the first day of the month that follows California’s announcement that its governor has signed the Budget Bill for that particular Fiscal Year, thereby enacting the State’s Budget Act.<sup>2</sup>

B. **Funding Types:** Contractor shall maintain familiarity with Federal and State laws, rules, and regulations in accordance with services provided under this Agreement so that it can correctly charge services described in the Scope of Work to funding types that allow payment for those services:

1. **AB 109 Treatment Services:** Funding for services provided herein is provided by the 2011 El Dorado Public Safety Realignment Implementation Plan, and is subject to all laws and regulations promulgated under California Assembly Bill (“AB”) 109, AB 116, AB 117, ABXI 16 and ABXI 17, Statutes of 2011. Contractor shall only use AB 109 funds, and shall not use any other funding sources, to provide services to AB 109 eligible clients. Services may only be provided if County refers client to Contractor via a Treatment Authorization Form.
2. **Drug Court Treatment Services:** These services are funded with Local Realignment Revenue and shall only be provided if County refers client to Contractor via a Treatment Authorization Form.
3. **Alcohol and Other Drug Counseling and Treatment Services (“AOD” Counseling Services):** These services are provided to clients who may be referred to Contractor by County and shall only be provided if County refers client to Contractor via a Treatment Authorization Form. There are two funding components to AOD Counseling Services:
  - 1) Drug Medi-Cal and 2) Federal Block Grant Funds.
    - a. **2012 Realignment Drug Medi-Cal (DMC):** Drug Medi-Cal is a treatment program

<sup>1</sup> The California ADP Bulletin contains information on the most current DMC rates, which can be found at the CA Dept. of Health Care Services (<http://www.dhcs.ca.gov/formsandpubs/Pages/ADPBulletinsLtrs.aspx>). This link will open the “Alcohol and Drug Bulletins and Letters” page. Click on the link titled “Proposed Drug Medi-Cal Rates for Fiscal Year \_\_\_” (most current fiscal year) or click on the Exhibit link to open the DMC rate chart.

<sup>2</sup> The most current information on the status of the enactment of the California budget act may usually be found at the following website: <http://senweb03.senate.ca.gov/focus/budget/default.aspx>.

as defined in Title 22, California Code of Regulations. Contractor shall bill County in accordance with Title 22 CCR service definitions and utilizing the “County Standardized Rate Structure” in paragraph A of the Article titled “Compensation for Services.” Effective July 1, 2011 Local Realignment Revenues are used to fund DMC services to Drug Medi-Cal clients, including Minor Consent Services.

- i. Federal Financial Participation (“FFP”) or Federal match on DMC: This funding is the Federal share of the Drug Medi-Cal (Medicaid) Program. The match, which varies by year, is usually at or near fifty percent (50%).
  - b. Services under the Alcohol and Other Drug Counseling and Treatment Services category that are not funded by Drug Medi-Cal shall be funded by the Federal Block Grant – Substance Abuse Prevention and Treatment (“SAPT”): These are Federal funds which are to be used for specific services as follows:
    - i. SAPT Discretionary: These are Federal block grant funds, which are to be used in a discretionary manner for substance abuse treatment, prevention, and recovery services.
    - ii. SAPT Federal Block Grant Perinatal Set Aside: These funds are for substance abuse services designated for pregnant/postpartum women.
    - iii. SAPT Federal Block Grant Adolescent and Youth Treatment Programs: These funds are for substance abuse services to youth age 12 through 17 years (inclusive), as described in ADP’s Youth Treatment Guidelines (2002).
      - a) Client Fees: Contractor may charge a fee to clients for whom services are provided pursuant to this Agreement, assessing ability to pay based on individual expenses in relation to income, assets, estates, and responsible relatives. Client fees shall be based upon the person’s ability to pay for services, but shall not exceed the actual cost of service provided. No person shall be denied services because of inability to pay. Determination of fees shall be established in accordance with a fee scale developed by Contractor, approved by the Contract Administrator, and attached hereto as Exhibit C.
      - b) Client Financial Assessment: Contractor shall certify all clients whose alcohol and drug treatment services are subsidized under this Agreement as unable to pay the amount charged to this Agreement. The certification of each client who is unable to pay shall be documented in writing on a Client Financial Assessment Form, which is developed by Contractor and approved by Contract Administrator. This completed document shall be maintained by the Contractor in the client’s file.
- C. Funding for Service Categories: Unspent funding may be carried forward from fiscal year to fiscal year for the term of this Agreement unless otherwise re-allocated by County in accordance with the Article titled “Changes to Agreement.
- D. Invoices: Contractor shall submit an original invoice referencing this Agreement #242-S1410 that shall contain all of the following data:
- All services provided shall be billed at no more than the units of measure defined in the “County Standardized Rate Structure” or “County Negotiated Rate” under the Article titled “Compensation for Services” paragraph A above.
  - 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 charges documenting services rendered; client treatment plans; cost allocation schedules; invoices; bank statements; cancelled checks; receipts; and receiving records. County may require Contractor to submit backup documentation that supports monthly invoices along with any or all invoices. Failure of Contractor to supply requested documentation in support of any invoice may result in denial of payment by County. County shall determine the format and content of monthly invoices and backup documentation, and may modify the format and/or content at any time by giving thirty (30) days advance notice to Contractor.

- All Contractor costs must be allowable pursuant to applicable Federal and State laws, regulations, policies and procedures, as set forth herein.

1. County shall not pay for any invoices that have not been approved in writing by the Contract Administrator or designee, incomplete services, “no show” cancellations, telephone calls or for the preparation of progress reports. Contractor shall ensure that only billing information is included on the invoice. Information related to Client(s) diagnosis, prognosis or treatment is not permitted on the invoice. Invoices with “white-out” types of corrections shall not be accepted.
2. Contractor shall submit monthly invoices along with written Treatment Authorization Form to HHSA no later than fifteen (15) days following the end of a “service month. For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides Client services in accordance with “Scope of Services. Failure to submit invoices by the 15<sup>th</sup> of the month following the end of a service month, failure to attach signed written authorization(s), or failure to submit all reports required hereunder shall result in a significant delay in reimbursement. Receipt by HHSA of invoices and associated paperwork submitted by Contractor for payment shall not be deemed evidence of allowable costs under this Agreement. Upon request by County, Contractor may be required to submit additional or new information, which may delay reimbursement.
3. Invoice / remittance to be sent as follows:

<b>Invoices</b>	<b>Remittance</b>
County of El Dorado Health and Human Services Agency 3057 Briw Road Placerville, CA 95667 Attn: Fiscal Unit	Community Recovery Resources 180 Sierra College Drive, Grass Valley, CA 95945

4. Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe. Written Treatment Authorization Forms shall be submitted with invoices.
  - a. For the period July 1<sup>st</sup> through April 30<sup>th</sup> of this Agreement: Supplemental invoices for

- additional services as defined in the Article titled "Scope of Services" received after May 10<sup>th</sup>, shall be neither accepted nor paid by the County.
- b. For the period May 1<sup>st</sup> through June 30<sup>th</sup> of this Agreement: Any supplemental invoices for additional services as defined in the Article titled "Scope of Services" received after July 10<sup>th</sup> shall be neither accepted nor paid by the County.
- E. Payment: County shall pay Contractor monthly in arrears. Monthly payments are standardized payments only, and subject to final settlement in accordance with the Article titled "Cost Report" of this Agreement.
1. County shall pay Contractor for the actual costs of providing service, less any revenues actually received from client fees, insurance, and/or other third party payers, provided that:
  2. Drug Medi-Cal services shall be billed to County by unit of service at an amount not exceeding the rates specified in the Article titled "Compensation for Services," paragraph A, "County Standardized Rate Structure." The total payments shall not exceed HHSA's Total Maximum Obligation, by funding type, as set forth herein.
    - a. All Contractor costs must be allowable pursuant to applicable State and Federal laws, regulations, policies and procedures, as set forth herein.
    - b. Costs shall be reconciled annually in the cost report, as detailed in the Article titled "Cost Report" of this Agreement. The cost report settlement is the process that determines whether standardized rates were an accurate representation of actual costs.
    - c. Settlement based on Cost Report findings shall pertain to Drug Medi-Cal only.
  3. Payment Withholding: Administrator may withhold or delay any payment if Contractor fails to comply with any provisions of this Agreement. In addition, as a means to ensure continuous operation of Contractor's facility, County may defer payments as described in the Article titled "Continuous Operation" of this Agreement.
- F. Not-to-Exceed: Compensation for services provided pursuant to this Agreement shall not exceed \$125,000.00 for the term of this Agreement.

**Articles XXXVII, XXXVIII, XXXIX, XL, XLI, XLII, XLIII, XLIV, XLV and Exhibit "C"** are hereby added as follows:

#### **ARTICLE XXXVII**

**Drug-Free Workplace:** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 2000 (Gov't Code §8350 et seq.) and any subsequent amendments to either Act thereto. A "drug free workplace" means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of §202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 CFR 1308.11 – 1308.15.

#### **ARTICLE XXXVIII**

**Confidentiality and Information Security Provisions:** Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of

Federal Regulations (“CFR”), Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (“PII”).

Personally 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, his or her name, signature, social security number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by Contractor.

1. Permitted Uses and Disclosures. 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 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 use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
2. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
  - a. Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
  - b. Take all reasonable steps to destroy, or arrange for the destruction of a client’s records within its custody or control containing personal information that is no longer to be retained by 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.

B. Responsibilities of Contractor.

1. Contractor agrees to safeguards:
  - a. To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
  - b. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
  - c. Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), 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 800-86 and SANS Institute Password Protection Policy.
2. Contractor shall 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:

- a. Network based firewall or personal firewall; and
  - b. Continuously updated anti-virus software; and
  - c. Patch-management process including installation of all operating system/software vendor security patches.
3. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
  4. Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
  5. Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5565. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

#### **ARTICLE XXXIX**

**Accounting Systems and Financial Records:** Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and all current revisions of OMB Circular A-122. More particularly, Contractors are responsible for complying with OMB Circular A-122 and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHS Executive Management prior to the expenditure of any "special" or unusual costs in order to avoid possible disallowances or disputes based on any potential unreasonableness or unallowability of expenditures as detailed under the specific cost principles of OMB Circular A-122. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of (CFR) Sections Affected ("LSA") issued in the current month. The *Federal Register* home page (<http://www.gpoaccess.gov/nara/index.html>) offers links to both the *Federal Register* and the CFR. An electronic CFR ("e-CFR") is available at <http://www.gpoaccess.gov/ecfr/>. The e-CFR is an unofficial editorial compilation of CFR material and *Federal Register* amendments. It is a current, daily updated version of the CFR; however, it is not an official legal edition of the CFR. Please note that on-line versions of the CFR may not be the most current available.

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## **ARTICLE XL**

**Transfer of Records:** In the event that Contractor ceases operation, all physical and electronic files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County shall promptly advise Contractor which records are to be transferred to the custody of County. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.

## **ARTICLE XLI**

**Compliance with All Federal, State and Local Laws and Regulations:** Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42USC12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from County's Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

## **ARTICLE XLII**

**Lobbying Certification:** The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal

agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **ARTICLE XLIII**

**Waivers:** Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

#### **ARTICLE XLIV**

**Litigation:** County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

#### **ARTICLE XLV**

**Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

**Former Article XXXVII is hereby renumbered as Article XLVI and shall read as follows:**

#### **ARTICLE XLVI**

**Entire Agreement:** This Agreement for Services #242-S1410 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.

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Except as herein amended, all other parts and sections of that Agreement #242-S1410 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Shirley White,  
Program Manager  
Health and Human Services Agency

Dated: 4/18/14

**Requesting Department Head Concurrence:**

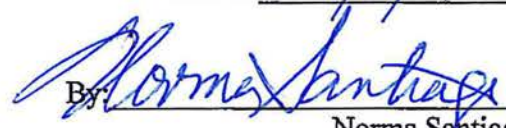
By:   
Don Ashton, M.P.A.,  
Director  
Health and Human Services Agency

Dated: 4/21/2014

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #242-S1410 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 6/10/14  
By:   
Norma Santiago, Chair  
Board of Supervisors  
"County"

ATTEST:  
Jim Mitrison,  
Clerk of the Board of Supervisors

By:  Dated: 6/10/14  
Deputy Clerk

-- CONTRACTOR --

COMMUNITY RECOVERY RESOURCES  
A CALIFORNIA CORPORATION

By:  Dated: 4/23/14  
Warren Daniels,  
CEO  
"Contractor"

By:  Dated: 4/23/14  
Corporate Secretary  
HL



EXHIBIT A



EL DORADO COUNTY
HEALTH AND HUMAN SERVICES AGENCY
Don Ashton, M.P.A., Director

Mental Health

Treatment Authorization Form

Client Name: Court Case #:

Client is directed to contact the provider to schedule an intake appointment: by: (Time & Date)

Wellspace Health
1820 J Street
Sacramento, CA 95811
(916) 325-5556

New Leaf
1254 High Street
Auburn, CA 95603
(530) 889-9195

Community Recovery Resources
180 Sierra College Drive
Grass Valley, CA 95945
(530) 277-2223

Authorization Dates: Treatment Plan Due Date:

Treatment Service Detoxification Residential Transitional

Counseling (Per month) Residential
Individual Counseling #: Men's
Group Counseling #: Perinatal Women
Family Counseling #: Non-Parenting Women
Transitional Living
# of Children
Substance Abuse Test

# of Days: (Residential or Transitional)

Comments:

You will be contacted when Progress Reports are due.

Authorization By:

El Dorado County Alcohol and Drug Program Staff Date

Name (Printed)
(530) /Fax: (530)

The Client failed to contact the Provider as directed.
The Client contacted the Provider, but failed to show for intake on: Date

Comments:

Provider Signature Date

Name (Printed)



**Community Recovery Resources**

**Outpatient Fee Schedule 2011**

(FEE PER 1HR INDIVIDUAL SESSION)

Monthly Household Gross Income	Annual Income	Number in Household					
		1	2	3	4	5	6/Over
Under County GR (\$300 or less)	Under \$3,240.00	1	0	0	0	0	0
\$1,000.00	\$12,000.00	10	8	6	4	2	0
\$1,000.00 to \$1,499.00	\$12,000.00 to \$17,999.00	20	10	8	6	4	2
\$1,500.00 to \$1,999.00	\$18,000.00 to \$23,999.00	30	20	10	8	6	4
\$2,000.00 to \$2,499.00	\$24,000.00 to \$29,999.00	40	30	20	10	8	6
\$2,500.00 to \$2,999.00	\$30,000.00 to \$35,999.00	50	40	30	20	10	8
\$3,000.00 to \$3,499.00	\$36,000.00 to \$41,999.00	60	50	40	30	20	10
\$3,500.00 to \$3,999.00	\$42,000.00 to \$47,999.00	70	60	50	40	30	20
\$4,000.00 to \$4,499.00	\$48,000.00 to \$53,999.00	80	70	60	50	40	30
\$4,500.00 to \$5,999.00	\$54,000.00 to \$71,999.00	90	60	50	40	30	20
\$6,000.00 to \$6,499.00	\$72,000.00 to \$77,999.00	110	90	80	70	60	50
\$6,500.00 to \$6,999.00	\$78,000.00 to \$83,999.00	120	110	90	80	70	60
\$7,000.00 and above	\$84,000.00 and above	Full fee of \$120.00 per visit					

FEE PER GROUP

(1.5HR OUTPATIENT GROUPS ONLY)(DOUBLE THE COST FOR IOP / 3HR GROUPS)

Monthly Household Gross Income	Annual Income	Number in Household					
		1	2	3	4	5	6/Over
Under County GR (\$300 or less)	Under \$3,240.00	1	0	0	0	0	0
\$1,000.00	\$12,000.00	5	4	3	2	1	0
\$1,000.00 to \$1,499.00	\$12,000.00 to \$17,999.00	10	5	4	3	2	1
\$1,500.00 to \$1,999.00	\$18,000.00 to \$23,999.00	15	10	5	4	3	2
\$2,000.00 to \$2,499.00	\$24,000.00 to \$29,999.00	20	15	10	5	4	3
\$2,500.00 to \$2,999.00	\$30,000.00 to \$35,999.00	25	20	15	10	5	4
\$3,000.00 to \$3,499.00	\$36,000.00 to \$41,999.00	30	25	20	15	10	5
\$3,500.00 to \$3,999.00	\$42,000.00 to \$47,999.00	35	30	25	20	15	6
\$4,000.00 to \$4,499.00	\$48,000.00 to \$53,999.00	40	35	30	25	20	7
\$4,500.00 to \$5,999.00	\$54,000.00 to \$71,999.00	45	40	35	30	25	8
\$6,000.00 to \$6,499.00	\$72,000.00 to \$77,999.00	50	45	40	35	30	9
\$6,500.00 to \$6,999.00	\$78,000.00 to \$83,999.00	55	50	45	40	35	10
\$7,000.00 and above	\$84,000.00 and above	Full fee of \$100.00 per visit					

NO ONE WILL BE REFUSED SERVICES DUE TO INABILITY TO PAY.  
(to qualify you must be able to document or verify income or no income)