

**AGREEMENT FOR SERVICES #047-S1310**  
Alcohol and Drug Program Services

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and New Morning Youth and Family Services, 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 6765 Green Valley Road, Placerville, CA 95667 and whose Agent for Service of Process is George Nielsen, 730 Main Street, Placerville, CA 95667, (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide Alcohol and Drug Program counseling, prevention and treatment and/or other services on an "as requested" basis for clients referred by the County of El Dorado Health and Human Services Agency (HHSA); and

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide substance abuse treatment services for those offenders who are eligible pursuant to Assembly Bill (AB) 109 for treatment under the El Dorado Public Safety Realignment Implementation plan funded by Local Realignment 2011 (California Government Code Section 30025, paragraph f, subparagraph (4) as amended by Assembly Bill 118); and

**WHEREAS**, the State of California implemented Realignment 2011 via Chapter 40, statutes of 2011 (AB 118) and Chapter 13, Statutes of 2011 1<sup>st</sup> Extraordinary Session (ABX1 16) effective July 1, 2011, thereby funding Drug Court and specific Alcohol and Drug Treatment services with Realignment 2011; and

**WHEREAS**, the State of California implemented Realignment 2011 via Chapter 40, statutes of 2011 (AB 118) and Chapter 13, Statutes of 2011 1<sup>st</sup> Extraordinary Session (ABX1 16) effective July 1, 2011, thereby funding Drug Medi-Cal Treatment services with Realignment 2011; and

**WHEREAS**, the State of California provides annual funding to the County for Alcohol and Drug Treatment and Counseling services in the form of a Federal Substance Abuse Prevention and Treatment Block Grant (SAPT); 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 (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws; and



**WHEREAS**, County has determined that the provisions 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 the County of El Dorado Charter, Section 210(b)(6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## **ARTICLE I**

**Definitions:** The words and terms of this Agreement are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to Health and Safety Code (HSC) Division 10.5; Title 9, California Code of Regulations (CCR) Division 4; and Title 22 CCR.

Definitions of Drug Medi-Cal covered treatment modalities and services are found in California Code of Regulations Title 22. Standards for all treatment modalities are found in the American Society of Addiction Medicine (1996) Patient Placement Criteria for the Treatment of Substance-Related Disorders, (2<sup>nd</sup> ed.).

In addition to the above, the following definitions shall apply to this contract:

<b>WORD or TERM</b>	<b>ASSIGNED DEFINITION</b>
AB 109	Public Safety Realignment Act of 2011 aka California Assembly Bill 109
AB 109 Coordinator	The County employee assigned by the County Alcohol and Drug Program Manager to act as coordinator for the AB 109 program.
AB 109 Offender	There are three (3) distinct categories that comprise the AB 109 Offender population: 1) Certain non-violent, non-serious, non-sex offenders who are no longer eligible for commitment to California Department of Corrections, but rather are only eligible for commitment to county jail for the term prescribed by law; 2) Post Release Community Supervision (PCRS) offenders who are now subject to supervision by the Probation Department, rather than State parole; and 3) Mandatory Community Supervision (MCS) offenders where the Court may suspend a portion of the county jail commitment and require the offender serve the suspended portion on mandatory supervision by the Probation Department.
AB 109 Eligibility	Eligibility for AB 109 treatment is established by the County Probation Department. Referrals are submitted via HHSA "Treatment Authorization Form."
ADP	County Alcohol and Drug Program
AOD Counseling Services	Alcohol and Other Drug Counseling and Treatment Services
ASAM PPC-2	American Society of Addiction Medicine (1996) <u>Patient Placement Criteria for the Treatment of Substance-Related Disorders</u> (2 <sup>nd</sup> ed.)
ASI	Addiction Severity Index, which is a semi-structured interview designed to address seven (7) potential problem areas in substance abusing patients: 1) medical status; 2) employment and support; 3) drug use; 4) alcohol use; 5) legal status; 6) family-social status; and 7) psychiatric status.
Client	A person seeking services or one for whom a defined service has been provided. "Client" is an all-inclusive term that may refer to both Drug Medi-Cal and non-Drug Medi-Cal eligible individuals.
CFR	Code of Federal Regulations



<b>WORD or TERM</b>	<b>ASSIGNED DEFINITION</b>
Collaborative Case Management meetings	Collaborative Case Management meetings may be called by any member of the Multi-Disciplinary Team to coordinate new referrals, determine sanctions, change level of treatment intensity, discuss case changes, and perform transition coordination for AB 109 eligible participants. These meetings are held on an as-needed basis and are facilitated by the AB 109 Coordinator.
Court Session	Superior Court proceedings related to AB 109 eligible clients (regarding treatment, case planning, sanctions, incentives, etc.).
Day Care Rehabilitative	Substance abuse counseling and rehabilitation services lasting three (3) or more hours, but less than twenty-four (24) hours, per day, for three (3) or more days per week.
Drug Court	A collaborative or "problem solving" court; Drug Courts are specialized court tracks that address underlying issues that may be present in the lives of eligible clients who come before the court on criminal, juvenile, or dependency matters utilizing programs that involve active judicial monitoring and a team approach to decision making and include the participation of a variety of different agencies, such as Probation and HHSA.
Drug Court Treatment Eligibility	Eligibility for Drug Court treatment is established by the Alcohol and Drug Program based on referrals from any one or combination of the following: Superior Court of El Dorado County, County Probation Department, County Public Defender's Office, County Children's Protective Services, and County District Attorney's Office. Referrals to treatment providers are submitted via HHSA "Treatment Authorization Form."
Drug Medi-Cal (DMC) State Maximum Allowance	The current reimbursement rate for California Drug Medi-Cal services, as set by the State.
Early Intervention	Activities designed to modify a substance abuser's behavior. This can include but is not limited to education, information, and referred to treatment/recovery services. Medical necessity for these activities need not be established.
Group Health / Addiction Education	Activities designed to modify a substance abuser's behavior and can include but is not limited to education, information, and referred to treatment/recovery services. Medical necessity for these activities need not be established.
HHSA	County of El Dorado Health and Human Services Agency
HHSA Program Coordinator	Staff assigned by HHSA Alcohol and Drug Program to provide oversight, monitoring, and overall coordination of Drug Courts and AB 109 programs and services.
HSC	California Health and Safety Code
Life Skills	Services that address substance abuse issues through support and enhancement of a client's ability to manage activities of daily living. Medical necessity for these activities need not be established.
Medical Necessity	Substance abuse treatment services, or in the case of Early Periodic Screening, Diagnosis and Treatment (EPSDT), services that meet the criteria specified in Title 22 CCR, §51431, which are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury.
Minor Consent Drug Medi-Cal Services	Drug and alcohol abuse treatment and counseling services rendered to a person age 12 through 21 whom, without parental consent, may receive medically necessary services related to drug and alcohol abuse or dependence. Except for full-scope Medi-Cal beneficiaries age 12 through 21 who have a zero (\$0) share of cost Medi-Cal card and who are only using the confidentiality provisions of the minor consent regulations. Reimbursement for minor consent services are one hundred percent (100%) Local Revenue fund of 2011 Drug Medi-Cal. There is no Federal financial participation.



WORD or TERM	ASSIGNED DEFINITION
Multi-Disciplinary Team	A collaborative team comprised of representatives from the Probation Department, Sheriff's Department, Substance Abuse Treatment providers, AB 109 Coordinator, and other experts as necessary. The Multi-Disciplinary Team meets on a monthly basis (or more frequently if necessary) to provide case coordination, treatment planning, referrals, and transition planning for AB 109 eligible clients.
Non-Parenting Woman	Any female who does not meet the definition of "Perinatal Drug Medi-Cal" or "Parenting Woman."
Outpatient Drug Free	Treatment, recovery, or rehabilitation services, with or without medication, including counseling and supportive services, for clients who do not reside in a treatment facility (also known as non-residential services). These services may be provided in an individual or group setting.
Outreach / Intervention	Activities designed to encourage individuals in need of treatment / recovery services to undergo such treatment. Medical necessity for these activities need not be established.
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 attending 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.
Perinatal Outreach / Publicity	Services that identify and encourage eligible pregnant and parenting women in need of alcohol / drug treatment services to take advantage of these services or to inform members of the professional community about treatment services so that they may become referral sources.
Progress Report	A progress report shall contain information on client compliance with treatment plans, drug testing results, changes in treatment level, and counselor recommendations.
Projected Revenues	An estimation of client fee collections, insurance collections, and other thirty party payments.
Service Documentation	Verification that a reimbursable unit of service has been rendered to a client. Service documentation shall include the following: 1) Dated progress notes with sufficient detail to make possible an evaluation of services; 2) An original signature of the counselor rendering service unit on each progress note; 3) Recorded clock hours for both group and individual services; 4) Original client signature on dated attendance rosters for group services; and 5) Original client signature on all treatment plans.
State ADP	California State Department of Alcohol and Drug Programs, or current State governing authority.
Unit of Service	Face-to-face contact on a calendar day. For outpatient drug free and day care rehabilitative, the face-to-face unit is a client visit. For male, female, or perinatal residential detoxification or treatment services, the unit of service is a resident day. Only one face-to-face service contact per day is covered by Drug Medi-Cal, except for emergencies when an additional face-to-face contact may be covered for crisis intervention, or when a return visit is made to receive collateral services. To count as a unit of service, the second contact shall not duplicate the service provided on the first contact, and each contact shall be clearly documented in the client's record. The day of admission is a billable resident day. The day of discharge is not a billable resident day. If the day of admission and discharge are the same day, it is a billable resident day.
Youth Treatment Services	Alcohol and drug treatment services for individuals ages 12 through 17 years (inclusive). It is strongly recommended that Contractor adhere to the California State Department of Alcohol and Drug Programs <u>Youth Treatment Guidelines</u> available at <a href="http://www.adp.cahwnet.gov/youth/guidelines_standards.shtml">http://www.adp.cahwnet.gov/youth/guidelines_standards.shtml</a> or subsequent website as appropriate.



## **ARTICLE II**

**Scope of Services:** Services provided under this Agreement are comprised of three distinct and separate funding sources categorized as follows:

- “AB 109 Treatment Services” shall be provided only to those clients identified by HHSA as eligible for AB 109 Treatment Services in accordance with the definition of “AB 109 Offender” outlined under “Definitions,” must be referred to Contractor by County via a Treatment Authorization form, and are funded by AB 109 Realignment.
- “Drug Court Treatment Services” shall be provided only to those clients referred to Contractor by County via a Treatment Authorization form, and are funded by Realignment 2011 funds.
- “Alcohol and Other Drug Counseling and Treatment Services” clients may be referred to Contractor by County via a Treatment Authorization form, or may be self-referred, and are funded by either Drug Medi-Cal or Federal Block Grant funds.

The above-noted services are defined below. Contractor shall provide services defined under each category only if funding has been indicated for those services in the Article titled “Compensation for Services.”

### **A. AB 109 TREATMENT SERVICES**

#### ***County shall be responsible for:***

1. Assignment of a HHSA Program Coordinator from the HHSA Alcohol and Drug Program (ADP) to be the AB 109 Program Coordinator.
2. Ensuring adherence to AB 109 Program Coordinator responsibilities, including but not limited to: comprehensive case management, referrals, treatment matching, court appearances, client tracking and documentation, and monitoring of program outcomes.
3. Facilitation of the Multi-Disciplinary Team comprised of the AB 109 Program Coordinator, Probation Department staff, and Contractor:
  - i. Assessment of each client identified as eligible under California Assembly Bill (AB) 109;
  - ii. Completion and submission of HHSA Treatment Authorization Form.

#### ***Contractor shall be responsible for:***

1. Attendance at all Multi-Disciplinary Team meetings, Collaborative Case Management meetings, and Court sessions.
2. Drug testing:
  - a. Clients admitted to residential treatment may be tested for drug usage; however, the cost of drug testing shall be included within Contractor’s rate for service and shall not be billed separately.
  - b. Clients admitted to outpatient treatment may be tested for drug usage, the cost of which shall be billed as a separate item in accordance with the “County Standardized Rate Structure” in the Article titled “Compensation,” paragraph A.
3. Progress Reports
  - a. Contractor shall report client progress to the County Probation Department and HHSA AB 109 Coordinator in the form of a Progress Report and copy of the signed Treatment Plan within twenty-one (21) days of initial intake. Contractor shall provide further client progress updates utilizing the Progress Report format upon request, but not less than quarterly. In addition, Contractor shall report client progress at the Multi-Disciplinary Team meetings.
  - b. Contractor shall report to the Multi-Disciplinary Team when a client successfully completes the drug treatment program within ten (10) days of completion of the program.

- c. Contractor shall notify the County Probation Department within ten (10) days of the date Contractor learns of client non-compliance with the program.
- 4. Provision of services in accordance with HHSA "Treatment Authorization" that may include but are not limited to:
  - a. Residential Services:
    - i. Provision of residential treatment beds if so indicated on HHSA "Treatment Authorization to eligible offenders.
  - b. Outpatient Services:
    - i. Level I – Low Intensity: One (1) group session per week, random drug testing, one (1) individual counseling session per month.
    - ii. Level II – Medium Intensity: Two (2) group sessions per week, random drug testing, one (1) individual session per month.
    - iii. Level III – High Intensity: Three (3) group sessions per week, random drug testing, up to two (2) individual counseling sessions per month.
    - iv. Recovery Support Sessions: Recovery support refers to an individual counseling session for participants designed to address threats or perceived threats to a participant's recovery. These services shall be provided on an "as needed" basis and must be recommended by the Multi-Disciplinary Team and pre-authorized in writing by the AB 109 Coordinator.
    - v. Transitional Living Services: 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.

## **B. DRUG COURT TREATMENT SERVICES**

### ***County shall be responsible for:***

1. Assessment of each client identified as eligible under the Drug Court Program.
2. Assignment of an ADP HHSA Program Coordinator to be the Drug Court Program Coordinator.
3. Completion and submission of HHSA "Treatment Authorization Form."
4. Ensuring adherence to Drug Court Program Coordinator responsibilities, including but not limited to: Assessment, Case Management, Referrals, Client Tracking, Data Entry to CalOMS Treatment Database and Court Appearances.
5. Participation on a Drug Court Team comprised of representatives from the District Attorney's Office, Public Defender's Office, Probation Department, Alcohol and Drug Program, and Contractor.

### ***Contractor shall be responsible for:***

1. Attendance at Meetings: Contractor shall ensure assigned counselors attend and participate in Drug Court Program meetings. This includes but is not limited to collaborative meetings, and pre-court session meetings. Contractor shall attend and participate in Drug Court Program court sessions upon request from HHSA. County shall furnish Contractor with the schedule of Drug Court sessions and provide reasonable advance notice of pre-court collaborative conference times and locations.
2. Basic Services: Contractor agrees to provide intake; residential substance abuse treatment; outpatient substance abuse treatment; transitional living; parenting groups and parenting education groups; drug testing and ancillary services for participants in the Drug Court Program. The County reserves the right to make the final decision on whether or not a participant shall be referred for the Drug Court Program and the appropriate treatment services to be provided. Program participants shall be referred

to Contractor and require a Treatment Authorization Form submitted via fax by the Drug Court Program Coordinator to the Contractor prior to any services being provided.

- a. Contractor shall notify HHSA Drug Court Coordinator prior to terminating any Drug Court client from treatment.
3. Case Management: Contractor shall assign a staff member to coordinate case management functions with the Drug Court Program Coordinator.
4. Drug Court Program Contact Person: Contractor shall designate a Drug Court Program contact person from among its staff, and this person shall serve as the primary point of contact for the County in exchanging information related to the Drug Court Program.
5. Drug Court Program Reports: Contractor shall prepare progress reports in HHSA-approved format. Contractor shall submit progress reports to HHSA's Drug Court Program Coordinator or designee as requested, and shall submit progress reports to the Court at least one day prior to each scheduled Drug Court session. In addition, Contractor shall prepare any reports requested by the collaborating agencies in the Drug Court Program.

Contractor shall respond in writing within five (5) business days to HHSA's request for any program or fiscal information, including but not limited to educational materials, forms, client records, and invoices.

6. Residential Services: With prior County approval, Contractor may provide or subcontract for residential services for participants who have been referred into the Drug Court Program. Contractor shall comply with the Article titled "Assignment and Delegation" obtaining prior written approval by HHSA for subcontracting.
7. Treatment Plans: Contractor shall develop treatment plans based upon the results of each client's substance abuse assessment. Said assessment shall be performed by County prior to referral and documentation provided to Contractor. Client treatment plans are updated with client every ninety (90) days in accordance with Drug Medi-Cal standards.

#### C. ALCOHOL AND OTHER DRUG COUNSELING TREATMENT SERVICES:

##### ***County shall be responsible for:***

1. Annual site audit.
2. Monitoring of invoices and services to ensure adherence to funding allocations; and
3. Monitoring of program to ensure adherence to terms and conditions of the Agreement.

##### ***Contractor shall be responsible for:***

1. Assessments: Initial assessments of clients shall be developed using appropriate assessment and screening tools, as defined in paragraph "F" below titled "Support Tasks and Activities."
2. 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 clients to other resources as appropriate, monitoring client progress, documenting treatment, participating in case conferences, and other similar types of activities.
3. Client Treatment: Treatment shall be delivered through a program that offers services at different levels of intensity depending on individual client needs. Treatment shall be consistent with findings that result from administration of the ASAM PPC-2.



- a. *Basic Services:* Contractor agrees to provide ancillary services; drug testing; intake; outpatient substance abuse treatment; parenting groups and parenting education groups; residential substance abuse treatment; and transitional living services as indicated on HHSA Treatment Authorization for participants in the Drug Court Program. HHSA reserves the right to make the final decision on whether or not a participant shall be referred for the Drug Court Program and the appropriate treatment services to be provided. Program participants shall be referred to Contractor and require HHSA Treatment Authorization Form submitted via fax by the Drug Court Program Coordinator to the Contractor prior to any services being provided.
- b. Clients admitted to residential treatment may be tested for drug usage; however, the cost of drug testing shall be included within Contractor's rate for service and shall not be billed separately. Clients admitted to outpatient treatment may be tested for drug usage, the cost of which shall be billed as a separate item in accordance with the "County Standardized Rate Structure" in the Article titled "Compensation," paragraph A.
4. Intake: Demographic, financial, health, family, living situation and other pertinent information shall be collected as necessary to establish client records and support reporting requirements. Intake also includes dissemination of required information to clients including but not limited to Contractor confidentiality policies, complaint procedures and admission procedures.
5. Treatment Plans: An individualized treatment plan shall be developed for each client using information obtained in the intake and assessment 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 treatment progresses.
6. Support Tasks and Activities:
  - a. *Assessment Tools:* Contractor shall maintain the capability to administer the ASI-Lite, Adolescent ASI assessment instrument, ASAM PPC-2 Patient Placement Criteria, and an appropriate screening instrument such as the Substance Abuse Subtle Severity Index (S.A.S.S.I.).
  - b. *Client Admission to Treatment:* Contractor may receive requests for service directly from clients (self-referral) or by Pre-Authorization Form submitted by HHSA Alcohol and Drug Program (ADP) staff member assigned to function as Program Coordinator. When a request for service is made by an eligible client, Contractor shall ensure that services are initiated with reasonable promptness. Waiting lists of more than thirty (30) days for services subsidized under this Agreement shall be reported in writing to the Contract Administrator no later than the 15<sup>th</sup> day of each month. Contractor shall coordinate with HHSA to ensure placement of County-referred clients in a timely manner.

Contractor agrees to admit on a priority basis pregnant women and/or HIV-positive individuals, and to advise individuals seeking treatment of these priority admission provisions. Contractor may not require clients to disclose HIV status; however, clients may volunteer this information.

- c. *Screening and Referral:* Contractor shall screen clients to determine their potential eligibility for Veterans Health Care Services and refer them to a Veterans Administration (VA) facility if it appears eligibility may exist. The nearest VA facility is:  
 Sacramento Veterans Administration Medical Center  
 10535 Hospital Way, Mather, CA 95655  
 (916) 366-5366



### ARTICLE III

**Term:** This Agreement shall become effective when fully executed by all parties hereto and shall cover the period July 1, 2012 through June 30, 2013, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Articles titled, "Fiscal Considerations" or "Default, Termination, and Cancellation."

### ARTICLE IV

#### Compensation for Services:

A. **Rates:** All three categories of treatment services defined under the Article titled "Scope of Services" billed to County shall use the "County Standardized Rate Structure" below, which 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.

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 A 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 may only bill County for Alcohol and Other Drug Counseling Treatment Services using the County Standardized Rate Structure under paragraph A herein, after Contractor demonstrates that Contractor cannot collect the foregoing rates for Alcohol and Other Drug Counseling Treatment Services from an insurance carrier or other benefit program, including but not limited to 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. Any amount billed to the County shall equal the difference between the "County Standardized Rate" and the amount received by Contractor from a separate funding source.

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
<b>Client Progress Reports.</b> 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 request by County and pro-rated for time actually spent at the pertinent court session. Travel time shall not be included in the reimbursement for these services.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<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.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
<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. Multiple Units of Service shall be allowed upon approval of Program Coordinator.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate per client
<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. Multiple Units of Service shall be allowed upon approval of Program Coordinator.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Group Counseling UOS Rate
<b>Individual Counseling Session.</b> 50-60 minutes per session and per individual upon written request by County.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b>Multidisciplinary Team Meeting.</b> Upon written request by County and for time actually spent in the meeting. The definition of multidisciplinary team meetings as it applies to this Agreement excludes any community-based teams in which County considers Contractor or Contractor's staff or assigns to be regular standing members.	Current Drug Medi-Cal Reimbursement Rate for Program Code 20 (Regular DMC) for Outpatient Drug Free (ODF) Individual Counseling UOS Rate
<b>Transitional Living</b> – 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.	\$20.00 per bed day
<b>Residential</b> – Men's Residential Services Parenting Women's Residential Services Non-Parenting Women's Residential Services Perinatal Women's Residential Services	\$70.00 per bed day \$70.00 per bed day \$70.00 per bed day \$92.45 per bed day
<b>SUBSTANCE ABUSE TESTS</b>	<b>RATES</b>
<b>ETG 80 Hour Urine Test.</b> Detects for the presence of alcohol for up to 80 hours after it is consumed. <b>All tests shall be sent to the lab for confirmation at no additional cost.</b> Test results shall be received from the lab within approximately five (5) days.	\$45.00 per test
<b>ETG/UA.</b> Combination package of ETG 80 Hour Urine Test and Instant 5 Panel Urine Test. <b>All tests results – positive and negative - shall be sent to lab for confirmation at no additional cost.</b> Test results shall be received from the lab within approximately five (5) days.	\$90.00 per test



SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
<b>Instant 5 Panel Urine Test.</b> On-site test checks for the presence of Amphetamine/Methamphetamine, THC, Cocaine, Opiates, and Benzodiazepines. <b>All test results – positive and negative – shall be sent to lab for confirmation at no additional cost.</b> Test results shall be received from the lab within approximately five (5) days.	\$45.00 per test
<b>Instant Alcohol Swab.</b> On-site instant alcohol swab to detect whether or not any alcohol is currently present in Client's system. This is a presumptive test and is not legally binding.	\$45.00 per test
<b>Instant Oral Saliva Test.</b> On-site test checks for the presence of Amphetamine, Methamphetamine, THC, Cocaine, Opiates, and PCP. <b>All test results – positive and negative – shall be sent to lab for confirmation at no additional cost.</b> Test results shall be received from the lab within approximately five (5) days	\$45.00 per test or free if done in conjunction with ETG 80 Hour Urine Test.

1. 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 Alcohol and Drug Programs (ADP) website at the following website address: <http://www.adp.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.

<sup>1</sup> The California ADP Bulletin contains information on the most current DMC reimbursement rates and can be found at <http://www.adp.ca.gov> by clicking on "ADP Bulletins & Letters." Locate and open the most recent ADP Bulletin with either the title, "Proposed Drug Medi-Cal Rates for Fiscal Year \_\_\_\_" (most current fiscal year) or "Current Drug Medi-Cal Rates for Fiscal Year \_\_\_\_" (most current fiscal year). The link to open the chart containing the most current DMC rates will be contained within the Bulletin as an Exhibit titled either "Proposed Drug Medi-Cal Rates for Fiscal Year \_\_\_\_" (most current fiscal year) or "Current Drug Medi-Cal Rates for Fiscal Year \_\_\_\_" (most current fiscal year). Click on the Exhibit link to go to the most current 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>.



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, or may be a self-referral. 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 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 A.
- 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:

<b>Funding Type</b>	<b>Amount</b>
<b>AB 109 Treatment Services</b>	
AB 109 Treatment Services – 2012 Realignment	\$0
<b>Drug Court Treatment Services</b>	
Drug Court Treatment - 2012 Realignment	0
<b>Alcohol and Other Drug Counseling Treatment Services</b>	
Federal Block Grant – Substance Abuse Prevention and Treatment (SAPT) Discretionary	59,295
Federal Block Grant - SAPT Perinatal Set Aside	0
Federal Block Grant - SAPT Adolescent & Youth Treatment	0
Drug Medi-Cal (includes Federal Financial Participation (FFP))	15,862
<b>Total Not To Exceed Amount</b>	<b>\$75,157</b>

D. Invoices: Contractor shall submit an original invoice referencing this Agreement #047-S1310 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” 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 shows 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 is strongly advised to submit monthly invoices along with written authorizations, as applicable, to perform invoiced services, 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) as applicable to perform the invoiced service(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:

Invoices	Remittance
County of El Dorado Health and Human Services Agency – Fiscal Unit 929 Spring Street Placerville, CA 95667 Attn: ADP Accountant	New Morning Youth and Family Services, Inc. 6765 Green Valley Road Placerville, CA 95667 Attn: Accounts Receivable

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.

- 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,” 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.

## ARTICLE V

**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 Code of Federal Regulations (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 HHSA 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.

#### **ARTICLE VI**

**Access to Records:** Contractor shall provide access to the Federal, State, County or Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

#### **ARTICLE VII**

**Accessibility:** Contractor agrees that County shall, on a cycle of at least every three years, assess, monitor, and document Contractor's compliance with Section 504 of the Rehabilitation Act of 1973 (as amended) and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. Contractor shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.

If the Contractor employs more than fifteen (15) staff members, Contractor must:

- A. 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.
- B. 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.

#### **ARTICLE VIII**

**Alcohol and Drug Counselor Assignment:** Contractor shall only employ individuals assigned to substance abuse treatment positions who meet all applicable State requirements pertaining to certification and / or



licensure, and who are qualified and competent to perform the tasks assigned to them. Contractor shall regularly evaluate the performance of its entire treatment staff and implement immediate corrective action if any performance problems are identified. The County may request in writing that the Contractor investigate incidents of suspected poor performance by Contractor treatment staff and the Contractor shall do so within the timeframes and under the terms contained in HHSA's written request.

## **ARTICLE IX**

**Annual Audit:** Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-133, any entity that receives a total of \$500,000 or more per year in federal funds for the purposes of carrying out federal programs must complete an annual audit. The funding threshold is aggregate funds from all sources. Contractor shall mail a certified copy of said completed annual audit to County HHSA at the address listed in Agreement's "Notice to Parties" article within thirty (30) days of Contractor's receipt of same. All adverse audit findings must be documented and included with completed annual audit. Certified evidence of correction(s) of adverse audit findings shall be provided to County at the HHSA address listed in agreement's "Notice to Parties" article. A complete and current copy of OMB A-133 is available at <http://www.whitehouse.gov/omb/rewrite/circulars/a133/a133.html>

## **ARTICLE X**

**Child Support Compliance Act:** Contractor acknowledges that it:

- A. Recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and,
- B. To the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## **ARTICLE XI**

**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).

## **ARTICLE XII**

**Communicable Diseases:** Contractor shall provide tuberculosis (TB) services directly or by referral to the County of El Dorado HHSA Public Health Division or another appropriate provider. These TB services shall consist of the following:

- A. Counseling with respect to tuberculosis.



- B. Testing to determine whether the individual has been infected and to determine the appropriate form of treatment.
- C. Provision for, or referral of, infected clients for medical examination and treatment.

A Health Questionnaire shall be completed for all clients admitted for residential or nonresidential alcohol and/or other drug services. Contractor shall use either form ADP 10100-A-E for its health questionnaire or it may develop one, which contains, at a minimum, the information requested in ADP 10100-A-E. Contractor staff shall review each completed questionnaire. When appropriate, the client shall be referred to licensed medical professionals for physical and laboratory examinations. A medical clearance or release shall be obtained prior to admission whenever a client is referred to a licensed medical professional for such examinations.

Prior to obtaining a medical clearance, Contractor shall not accept persons who have communicable diseases, with the exception of persons with asymptomatic HIV (Human Immunodeficiency Virus) disease, symptomatic HIV disease, and AIDS (Acquired Immunodeficiency Syndrome) Indicator Conditions.

Contractor shall perform activities that help prevent and delay the progression of HIV infection. This includes encouraging clients to receive testing, collecting test samples (which are then sent to a lab for processing), and providing both pre- and post-test counseling.

### **ARTICLE XIII**

**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 HHSA.

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 XIV**

**Confidentiality:** Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits.

Contractor shall provide HHSA with information concerning such safeguards upon request. Contractor shall comply with all applicable State and Federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality and security of information requirements in the following:

- A. Civil Code Section 1798.80 through 1798.82 - Customer Records (breach of security)
- B. Civil Code Section 1798.85 - Confidentiality of Social Security Numbers
- C. Civil Code Sections 56 through 56.37 - Confidentiality of Medical Information Act
- D. HSC Sections 11812 and 11845.5
- E. HSC Sections 123110 through 123149.5 - Patient Access to Health Records
- F. Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules
- G. Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009, which is specific to Medi-Cal
- H. Title 42, CFR Part 2
- I. Title 42, CFR Part 96, Sec. 96.132(e)
- J. Title 42, USC 1320d through 1320d-8
- K. Title 42, USC Section 290 dd-2
- L. Title 45, CFR Parts 160, 162, and 164 - the Health Insurance
- M. Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2, which is specific to Medi-Cal

## ARTICLE XV

**Confidentiality and Information Security Provisions:** Contractor shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR45, 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 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 customer's records within its custody or control containing personal information, which 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 indecipherable 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 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 and/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: To 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 in violation of the requirements of this Agreement.
4. Agents and Subcontractors of Contractor: To ensure that any agent, including a subcontractor to which Contractor provides PII received from County, or created or received by Contractor, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
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 and/or data, where the information and/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) 621-5852. 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 XVI**

**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 Federal, State, and County requirements, and which are necessary for the provision of services hereunder.

## **ARTICLE XVII**

**Contractor Policies and Procedures:** Contractor shall develop and make available to the public a written copy of its admission policy and procedure and must ensure that said policy complies with all applicable State and Federal requirements concerning admission of clients into treatment.

Contractor shall establish written procedures informing clients of their rights, including the right to file a complaint alleging discrimination, violation of civil rights, or any type of inappropriate or offensive treatment by Contractor staff. Contractor shall provide a copy of its complaint procedures to all clients upon their admission to treatment. These procedures shall describe the specific steps clients are to follow when filing complaints and the action that Contractor shall take to resolve client complaints.

## **ARTICLE XVIII**

### **Control Requirements:**

- A. Performance of this Agreement is subject to all applicable Federal and State laws, regulations and standards. In accepting the allocation outlined in the Article titled "Compensation for Services" Contractor shall: (1) establish written procedures consistent with the following requirements; (2) monitor for compliance with the written procedures; and (3) be held accountable for audit exceptions taken by the State against the County and Contractor for any failure to comply with these requirements:
1. Government Code Section 16367.8;
  2. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130, if applicable;
  3. HSC, Division 10.5, commencing with Section 11760;
  4. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures);
  5. Title 9, California Code of Regulations, (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
  6. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances, if applicable;
  7. Title 42, CFR, Sections 8.1 through 8.34, if applicable;
  8. Title 42, United States Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-57, and 330x-65 and 66, if applicable;
  9. Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137, if applicable; and
  10. The Single Audit Act Amendments of 1966 (Title 31, USC Sections 7501-7507) and the Office and Management and Budget (OMB) Circular A-133 revised June 27, 2003, if applicable.
- B. Contractor shall be familiar with the above laws, regulations, and guidance.
- C. The provisions of Section 9.02 are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Agreement.
- D. This Agreement is subject to any additional restrictions, limitations or conditions enacted by the federal or State government that affect the provisions, terms, or funding of this Agreement in any manner.
- E. Contract Administrator, any authorized representative of County, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any of their 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 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.
- F. Contractor shall actively participate and cooperate with any persons specified in the Article titled "Inspections and Audits" in any evaluation or monitoring of services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.
  - G. Contractor shall obtain an annual financial statement audit in accordance with Government Auditing Standards. If Contractor's total Federal expenditures, excluding Federal Medi-Cal/Medicaid, are \$500,000 or more, Contractor must obtain an audit in accordance with OMB Circular A-133.
  - H. 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 shall 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.
  - I. 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.
  - J. Within fourteen (14) days after final audit is approved by Contractor's Board of Directors, Contractor shall forward to Contract 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.
  - K. Following any audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement or serious deficiencies in Contractor's internal control structure, County may terminate this Agreement as provided for in Section 15.01 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.
  - L. Contractor shall 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.
  - M. County shall respond to all audits of Contractor with reconciliation to County records. If County concurs with State findings, final payment of Contractor's assessed disallowances shall be subject to provisions of the Article titled "Cost Report" of this Agreement.
  - N. All Contractor's funding records related to this Agreement shall be subject to audit by County at any time during the term of this Agreement, and for a period that extends through any required records retention period, should it be requested by County's Auditor-Controller. In the event that Contractor has more than one funding agreement with County, Contractor shall maintain an individual schedule of expenses for each County agreement, such that can be reconciled to an audit of any individual agreement. If Contractor receives in excess of \$500,000 in total funding from County in any one fiscal year, Contractor must have an independent/individual audit of each County agreement.
  - O. Contractor shall include in any contract with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made available for the State at its request.

## **ARTICLE XIX**

### **Cost Report**

- A. Contractor shall submit a Cost Report to HHSA on or before September 15<sup>th</sup> for each year of this Agreement covering all expenditures for services provided herein.
- B. 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 Contract Administrator upon reasonable notice.
- C. 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.
- D. Final Settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues, not to exceed County's Total Maximum Obligations as set forth in the Article titled "Compensation for Services. Contractor shall not claim expenditures to County that are not reimbursable pursuant to applicable federal, State and County laws, regulations and requirements. Any payment made by County to Contractor, which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by Contractor to County in cash within forty-five (45) days of submission of the Cost Report.
- E. If the Cost Report shows the actual and reimbursable cost of services provided pursuant to this Agreement, less applicable revenues, is lower than the aggregate of monthly payments to Contractor, Contractor shall remit the difference to County. Such reimbursement shall be made with the submission of the Cost Report.
- F. When the State reconciliation of costs occurs, if the State settlement shows that the aggregate of monthly payments to Contractor for covered services provided under this agreement exceeds Contractor's allowable cost, in accordance with Title 22, California Code of Regulations Section 51516.1, Contractor shall remit the difference to County. Contractor shall pay County the difference within forty-five (45) days after verification of amount owed or the completion of an Appeal Process through County, whichever comes first. In the event of a State Alcohol and Drug cost report audit and/or program audit, both Local Realignment Revenue and Federal Medicaid portions of all Contractor disallowances shall be reimbursed to County within forty-five (45) days of completion of an appeal process following receipt of a final Audit Report or the completion of an Appeal Process through County, whichever comes first.

## **ARTICLE XX**

**Cultural Competence:** To ensure equal access to quality care by diverse populations, every treatment provider receiving funds from this contract shall:

- A. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.
- B. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.
- C. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical, and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.



- D. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery.
- E. Provide all clients with limited English proficiency access to bilingual staff or interpretation services.
- F. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.
- G. Translate and make available signage and commonly used written client educational material and other materials for members of the predominant language groups in the service area.
- H. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relevant to clinical or non-clinical encounters. Family or friends are not considered adequate substitutes because they usually lack these abilities.
- I. Ensure that the clients' primary spoken language and self-identified race and ethnicity are included in the CalOMS AVATAR system, the provider's management information system, as well as any client records used by provider staff.
- J. Implement the Limited English Proficiency (LEP) Policy Guidance for recipients of funds from the Federal Health and Human Services Agency at <http://www.lep.gov>. Additional information and resources for serving persons with LEP can be accessed at <http://www.lep.gov/>.
- K. 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.

## ARTICLE XXI

**Drug Free Workplace:** Contractor shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code Section 8355 et seq.) and shall 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 employee's or organization's work place and specifying the actions that shall 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:
  - 1. The dangers of drug abuse in the work place;
  - 2. The person's or organization's policy of maintaining a drug-free work place;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4. 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:
  - 1. Be given a copy of the Contractor's drug-free policy statement; and
  - 2. 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.

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## **ARTICLE XXII**

**Employee Qualifications:** Contractor shall only employ individuals as substance abuse counselors who meet all applicable State requirements pertaining to certification and/or licensure, and who are qualified and competent to perform the tasks assigned to them. Any individual providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients or residents in an ADP licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. Contractor shall regularly evaluate the performance of its entire treatment staff and implement immediate corrective action if any performance problems are identified. The County may request in writing that the Contractor investigate incidents of suspected poor performance by Contractor treatment staff, and the Contractor shall do so within the timeframes and under the terms contained in HHSA's written request. Contractor shall report findings of said investigation to Contract Administrator, along with plan for corrective action.

## **ARTICLE XXIII**

**Equal Employment Opportunity Act:** Contractor agrees to post in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Employment Opportunity Act in conformance with Federal Executive Order No. 11246; and Section 503 of the Rehabilitation Act of 1973 (as amended). Contractor agrees to comply with provisions of the Rehabilitation Act of 1973.

## **ARTICLE XXIV**

### **Federal Law Requirements:**

- A. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 UC Sections 6101 - 6107), which prohibits discrimination based on age.
- B. Age Discrimination in Employment Act (29 CFR Part 1625).
- C. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination based on alcohol abuse or alcoholism.
- D. Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination based on drug abuse.
- E. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- F. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- G. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), which prohibits discrimination based on handicap.
- H. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- I. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- J. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- K. Title VI of the Civil Rights Act of 1964, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.



- L. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

#### **ARTICLE XXV**

**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. Eligibility determination results and 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.

#### **ARTICLE XXVI**

**Fingerprinting:** Pursuant to California Penal Code §11105.3(a), "Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of §15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which he or she would have supervisory or disciplinary power over a minor or any person under his or her care." Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have successfully passed a background check, using fingerprinting as the method to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor's sole expense. More specifically, Contractor agrees that:

- A. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor's sole expense.
- B. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.
- C. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been

fingerprinted, shall provide the date of said fingerprinting, and shall state whether or not the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.

## **ARTICLE XXVII**

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not allow access to, disclose, or use, directly or indirectly, at any time any such confidential information. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI" and Electronic Protected Health Information or "EPHI"), Contractor shall maintain the security and confidentiality of such PHI or EPHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

## **ARTICLE XXVIII**

**Inspections and Audits:** Because the compensation paid to Contractor pursuant to this Agreement is comprised of funding as outlined in the Article titled "Compensation for Services Contractor shall comply with the following requirements:

- A. This Agreement and any subcontracts shall be subject to the examination and audit by the California Bureau of State Audits for a period of three years from the date that final payment is made pursuant to the Agreement (Government Code, Section 10527).
- B. Contractor agrees that the State, the Comptroller General of the United States, and any authorized representatives have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. Contractor agrees to provide the State with any and all relevant information requested.
- C. All expenditures of State and Federal funds, if any, furnished to the Contractor pursuant to this Agreement are subject to audit by the County and State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 (Revised June 27, 2003). Objectives of such audits may include, but not be limited to, the following:
  1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
  2. To validate data reported by the Contractor for prospective contract negotiations;
  3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations;
  4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds;
  5. To determine that expenditures are made in accordance with applicable State and Federal laws and regulations and contract requirements; and/or,
  6. To determine the facts in relation to analysis of data, complaints, or allegations that may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives.



Contractor shall comply with all terms and conditions of this Agreement and all pertinent State and Federal statutes and regulations. Contractor shall permit the Contract Administrator, State, Department of Health Care Services (DHCS), United States Department of Health and Human Services (DHHS), Comptroller General of the United States, or other authorized State or Federal agencies and representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract. Contractor shall allow the State, DHCS, DHHS, the Comptroller General of the United States, and other authorized State or Federal agencies and representatives to review and copy any and all books and records maintained by the Contractor related to these services at any time during normal business hours. Unannounced visits may be made at the discretion of the State. Employees who might reasonably have information related to such records may be interviewed.

The refusal of the Contractor to permit access to and inspection of electronic or print books and records, physical facilities, and interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and shall be sufficient basis to terminate the Agreement for cause or default.

#### **ARTICLE XXIX**

**Interim Services:** All persons who are not admitted into treatment within fourteen (14) days due to lack of room in the program and who place their names on the waiting list for admission, shall be provided interim services. Interim services shall consist of tuberculosis (TB) counseling, voluntary testing, referral for medical evaluation, if appropriate, and voluntary and confidential HIV testing, pre-, and post-test counseling. For pregnant women, interim services shall also include counseling on the effects of alcohol and drugs on the developing fetus and referral to prenatal medical care services. Interim services may be provided directly or by referral to the County of El Dorado HHSA or another appropriate provider. Provision of interim services shall be documented on the Drug Abuse Treatment Access Report (DATAR) and reported monthly to the State Department of Alcohol and Drug Programs.

#### **ARTICLE XXX**

**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. California State Department of Alcohol and Drug Programs Perinatal Services Network Guidelines (1997);
- C. California Health and Safety Code, Divisions 10.5 and 10.6, and Section 11758.12(d);
- D. California Code of Regulations, Title 22;
- E. California Code of Regulations, Title 9, Division 4;
- F. Code of Federal Regulations (CFR), Title 21, Title 41, Title 42 and Title 45;
- G. California State Department of Health and Human Services Health Care Financial Administration Manual 15;
- H. California Welfare and Institutions Code, Section 14100.2;
- I. Part 92 of the Federal Grants Management Handbook, Subpart L(a)(2);
- J. Title 31, Section 319, U.S.C.;
- K. OMB Circular A-133;

- L. Public Law 103-227, also known as the Pro-Children Act of 2001;
- M. Public Law 106-310, which addresses nondiscrimination and institutional safeguards for religious providers, and which is implemented through Title 42, CFR, Part 54; and
- N. Drug-Free Work Place Act of 1990 (Government Code Section 8350 et seq.)

#### **ARTICLE XXXI**

**Limitation on Use of Funds for Promotion of Legalization of Controlled Substances:** None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

#### **ARTICLE XXXII**

**Licenses:** Contractor, in its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws or regulations of the United States, the State of California, County or other applicable governmental agencies. Contractor shall notify Contract Administrator immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of the appeal, such permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

#### **ARTICLE XXXIII**

**Literature:** Any new literature, including educational and promotional materials, distributed by Contractor for purposes directly related to this Agreement shall indicate that Contractor's services are supported by County, State and/or Federal funds, as appropriate.

#### **ARTICLE XXXIV**

**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 shall 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 shall 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. A copy of Form SF-LLL can be downloaded and completed at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>.



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 XXXV**

**Mandated Reporter:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as The Child Abuse and Neglect Reporting Act, and the provisions of Welfare and Institutions Code 15630 related to elder and dependent adults.

#### **ARTICLE XXXVI**

**No Unlawful Use or Unlawful Use Messages Regarding Drugs:** Contractor agrees that information produced through these funds, and which pertains to drug- and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program pursuant to Health and Safety Code Section 11999. By signing this Agreement, Contractor agrees that it shall enforce these requirements.

#### **ARTICLE XXXVII**

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

#### **ARTICLE XXXVIII**

**Nondiscrimination in Services:** For the purpose of this Agreement, discrimination on the basis of race, color, creed, national origin, sex, age, or physical, sensory, cognitive, or mental disability includes, but is not limited to, the following: unlawfully denying an otherwise eligible individual any service or providing a benefit which is different, or is unlawfully provided in a different manner or at a different time, from that provided to others under this Agreement; unlawfully subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; unlawfully restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or unlawfully treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals shall meet in order to be provided any service or benefit.

Contractor shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

#### **ARTICLE XXXIX**

**Participation in Training:** Contractor shall attend relevant substance abuse training programs and/or conferences as requested by HHSA.

#### **ARTICLE XL**

**Release of Information:** Contractor shall ensure that HHSA is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.

#### **ARTICLE XLI**

##### **Reporting to County:**

- A. *State Data Submission:* Contractor shall submit to ADP in accordance with Health and Safety Code Section 11758.12 (c), that information required by the State in a manner identified by, or on forms provided by, ADP. The data shall include, but is not limited to Drug and Alcohol Treatment Access Report (DATAR), and Drug and Alcohol Services Information System (DASIS) Uniform Facilities Data Set (UFDS).
- B. *California Outcomes Measurement Systems (CalOMS):* Contractor shall enter treatment admissions and discharge information into a specific database as directed by County and shall, on a monthly basis, submit same to HHSA ADP designee for submission to the State CalOMS database.
- C. *County Data Submission:* Contractor shall report to HHSA any problems in implementing the provisions of this Agreement, staff changes, status of licenses and/or certifications, changes in modalities and/or populations served, and reasons for any such changes. Further, when requested to do so by HHSA, Contractor shall submit documents related to client services, administrative activities, or other program operation functions.
- D. *Board of Director's Minutes:* Contractor shall provide Contract Administrator the minutes of all Contractors' monthly Board of Director's meetings to include monthly Treasurer's report.
- E. *Notification of Injury or Death:* Contractor shall notify Contract Administrator, in writing, within twenty-four (24) hours of becoming aware of any occurrence that may expose County to liability. Such occurrences shall include, 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 XLII**

**Restriction on Distribution of Sterile Needles:** No funds made available through this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

#### **ARTICLE XLIII**

**Retaliation:** Neither Contractor, nor Contractor's 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.

#### **ARTICLE XLIV**

**Site Inspection:** The County and State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as shall not unduly delay the work.

#### **ARTICLE XLV**

**Smoking Prohibition Requirements:** Contractor shall comply, and require that its Subcontractors comply, with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC Section 6081, et seq.), and with California Labor Code Section 6404.5, the California Smoke-Free Workplace Law, 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 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.

#### **ARTICLE XLVI**

**State Law Requirements:**

- A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.)
- B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- C. Title 9, Division 4, Chapter 6 of the CCR, commencing with Section 10800.

#### **ARTICLE XLVII**

**Subcontractor Records:** Should County, pursuant to the Article titled "Assignment and Delegation," 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."*

#### **ARTICLE XLVIII**

**Union Organizing:** Contractor, by signing this Agreement, hereby acknowledges the applicability of California Government Code Sections 16645 through 16649 to this Agreement.

- A. Contractor shall not assist, promote, or deter union organizing by employees performing work on a State service contract, including a public works contract.
- B. No State funds received under this Agreement shall be used to assist, promote, or deter union organizing.
- C. Contractor shall not, for any business conducted under this Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the State property is equally available to the public for holding meetings.
- D. If the Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and the Contractor shall provide those records to the Attorney General upon request.

#### **ARTICLE XLIX**

**Debarment and Suspension Certification:** By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 45 CFR 76 and Contractor further certifies to the best of its knowledge and belief that it and its principals or affiliates or any sub-contractor utilized under the agreement:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above Paragraph B;
- D. Have not within a three (3)-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
- E. Shall not knowingly enter in to any lower tier or subrecipient covered transaction with any person(s) who are proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4) or are debarred, suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and
- F. Shall include a clause titled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier or subrecipient covered transactions in accordance with 45 C.F.R. Part 76.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation in writing to County.



The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal and State Governments, County may immediately terminate this Agreement for cause or default.

#### **ARTICLE L**

**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 shall 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 LI**

**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 LII**

**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 LIII**

**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 LIV**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, the County of El Dorado 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 shall 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 that 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 LV**

**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 LVI**

##### **Default, Termination, and Cancellation:**

- A. **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 with 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.
- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.



- C. Ceasing Performance: Either Party may terminate this Agreement in the event the other Party ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation Without Cause: Either Party may terminate this Agreement in whole or in part seven (7) calendar days upon written notice to County for any reason. If such prior termination is effected, County shall 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. In the event of termination for default, El Dorado reserves the right to take over and complete the work by contract or by any other means.

#### **ARTICLE LVII**

**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. Notice to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
HEALTH AND HUMAN SERVICES AGENCY  
670 PLACERVILLE DRIVE  
PLACERVILLE, CA 95667  
ATTN: SHIRLEY WHITE, ALCOHOL AND DRUG PROGRAM MANAGER

with a copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: TERRI DALY, PURCHASING AGENT

or to such other location as County directs with a copy to

Notices to Contractor shall be addressed as follows:

NEW MORNING YOUTH AND FAMILY SERVICES, INC.  
6765 GREEN VALLEY ROAD  
PLACERVILLE, CA 95667  
ATTN: DAVID ASHBY, EXECUTIVE DIRECTOR

Or to such other location as Contractor directs.

## ARTICLE LVIII

**Indemnity:** Contractor shall defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's 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 Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of County, its officers and employees, or as expressly proscribed 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 LIX

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado 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.
- 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 Contractor in the performance of the Agreement.
- D. 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. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. 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 the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event 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.
- H. The certificate of insurance must include the following provisions (including an endorsement page for the "additional insured" language) stating that:
  - 1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to County, and;



2. 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.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. Either:
  1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
  2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. 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.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. 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.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of County.

#### **ARTICLE LX**

**Interest of Public Official:** No official or employee of the County of El Dorado 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 the County of El Dorado have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE LXI**

**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.

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#### **ARTICLE LXII**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has 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 LXIII**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE LXIV**

**Taxpayer Identification Number (Form W-9) and Payee Data Record Form:** All independent Contractors or Corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9, which certifies their Taxpayer Identification Number, with the County along with a County issued "Payee Data Record" form.

#### **ARTICLE LXV**

**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 the County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

#### **ARTICLE LXVI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Shirley White, Health and Human Services Agency, Alcohol and Drug Program Manager or successor.

#### **ARTICLE LXVII**

**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 LXVIII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidate in any way.



**ARTICLE LXIX**

**Venue:** Any dispute resolution action rising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in the County of El Dorado, California, and shall be resolved in accordance with the laws, of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.


**ARTICLE LXX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**ARTICLE LXXI**


**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 CONTRACT ADMINISTRATOR CONCURRENCE:**

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

Dated: 6/20/12

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:   
Daniel Nielson, M.P.A.  
Director  
Health and Human Services Agency

Dated: 6-21-2012

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement for Services #047-S1310 on the dates indicated below.

**- - COUNTY OF EL DORADO - -**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

John R. Knight, Chair  
Board of Supervisors  
"County"

**ATTEST:**

Terri Daly, Acting Clerk  
of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**- - CONTRACTOR - -**

**NEW MORNING YOUTH AND FAMILY SERVICES, INC.  
A CALIFORNIA CORPORATION**

By: \_\_\_\_\_

David Ashby, Executive Director  
"Contractor"

Dated: 6/27/2012

kgi/dao



New Morning believes our fee-for-service schedule represents a fair assessment of fees for all families. To help determine a family's fee for services provided, please ask a parent/guardian:

- a. What is your family's total annual income from all sources? \$ \_\_\_\_\_
- b. For how many family members are you financially responsible? \_\_\_\_\_

Locate the fee-for-service based on the family size and total annual income in the chart:

ANNUAL INCOME	Family Size: 2	Family Size: 3	Family Size: 4	Family Size: 5	Family Size: 6	Family Size: 7	Family Size: 8 & >
Under \$36,425	\$45	\$45	\$45	\$45	\$45	\$45	\$45
\$36,426 - \$45,775	\$45	\$45	\$45	\$45	\$45	\$45	\$45
\$45,775 - \$55,125	\$45	\$45	\$45	\$45	\$45	\$45	\$45
\$55,126 - \$64,475	\$45	\$45	\$45	\$45	\$45	\$45	\$45
\$64,476 - \$73,825	\$55	\$45	\$45	\$45	\$45	\$45	\$45
\$73,826 - \$83,175	\$65	\$55	\$45	\$45	\$45	\$45	\$45
\$83,176 - \$92,525	\$85	\$65	\$55	\$45	\$45	\$45	\$45
\$92,526 - \$99,875	\$105	\$85	\$65	\$55	\$45	\$45	\$45
\$99,876 - \$107,225	\$125	\$105	\$85	\$65	\$55	\$45	\$45
>\$107,226	\$150	\$125	\$105	\$85	\$65	\$55	\$45

- c. According to the fee-for-service schedule, your fee is \$ \_\_\_\_\_ per session.

Please read, understand, and abide by the following:

- If your child receives services at a school site, your fees may be covered through a school contract.
- If your child receives services at a location other than a school campus, you have a responsibility to pay; your fee is due at the beginning of each session.
- If fees are expected of you, New Morning reserves the right to request proof of income.
- If fees are expected of you, New Morning reserves the right to discontinue services due to lack of payment.
- Cancellations must be made 24 hours before your scheduled session, or you may be charged your usual fee. Your counselor may waive the charge for good cause.
- If you fail to show for two sessions without notice, you may be terminated from services.

**Authorization**

- All of the above information is true and correct to the best of my knowledge.
- As per our agreement, my fee of \$ \_\_\_\_\_ is due at the beginning of each session.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

New Morning Youth & Family Services gratefully accepts donations to permit us to continue offering low-cost services in the community.