

ORIGINAL

AGREEMENT FOR SERVICES #047-S1310 AMENDMENT III

Alcohol and Drug Program Services

This Amendment III to that Agreement for Services #047-S1310, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and 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 principle place of business is 6765 Green Valley Road, Placerville, CA 95667 and whose Agent for Service of Process is Thomas D. Cumpston, 2890 Mosquito Road, Placerville, CA 95667 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide Alcohol and Drug Program counseling, prevention and treatment or other services on an "as requested" basis for clients referred by the County of El Dorado Health and Human Services Agency (HHSA) in accordance with Agreement for Services #047-S1310, dated August 14, 2012, Amendment I to that Agreement dated September 10, 2013, and Amendment II to that Agreement dated March 11, 2014, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article III - Term**, **Article IV - Compensation for Services**, **Article XIV - Confidentiality**, **Article XV - Confidentiality and Information Security Provisions**, **Article XVIII - Control Requirements**, **Article XXIV - Federal Law Requirements**, **Article XXX - Laws and Rules**, **Article LVI - Default, Termination, and Cancellation**, **Article LVII - Notice to Parties**, and **Article LIX - Insurance**; and

WHEREAS, Office of Management and Budget (OMB) Circular A-133 is now known as OMB "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" or "Super Circular;" and

WHEREAS, the parties hereto have mutually agreed to add **Article LXXII - Audit by California State Auditor**, **Article LXXIII - Catalog of Federal Domestic Assistance**, and **Article LXXIV - Federal Equal Opportunity Requirements**; and renumber **Article LXXII - Entire Agreement** to accommodate the insertion of the three aforementioned Articles.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #047-S1310 shall be amended a third time as follows:

Articles III, IV, XIV, XV, XVIII, XXIV, XXX, LVI, LVII, and LIX are amended in their entirety to read as follows:

ARTICLE III

Term: This Agreement shall become effective when fully executed by all parties hereto and shall cover the period of July 1, 2012 through June 30, 2017, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Articles titled, "Default, Termination, and Cancellation" or "Fiscal Considerations."

ARTICLE IV

Compensation for Services:

A. Rates: Contractor shall use the below "County Standardized Rate Structure," which uses 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, when billing the County for the three categories of treatment services defined under the Article titled "Scope of Services" and as set forth in the below listed chart.

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

Contractor shall be responsible to manage SAPT Discretionary funding to ensure services are provided to eligible clients throughout the entire term of this Agreement. Contractor shall not exceed the amount of funding listed in the Article titled, "Compensation for Services" and under the Section with the heading, "Funding for Service Categories."

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

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
<p>Client Progress Reports. 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.</p>	<p>No Charge</p>
<p>Court Appearances. Upon subpoena by County, Contractor shall attend court sessions. County shall only pay Contractor for court appearances when County subpoenas Contractor. Contractor shall be paid for court appearances at the DMC rate for Regular DMC individual counseling session for time actually spent at the subpoenaed court session. Contractor shall provide documentation of attendance at Court appearances as backup to invoices. Travel time shall not be included in the reimbursement for these services.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Regular DMC Outpatient Drug Free Individual Counseling Unit of Service (UOS) Rate</p>
<p>Court Meetings. Upon notification from Court or as Court directs County, and at a rate equivalent to the individual counseling session for the time Contractor appeared in person at Court Meeting and pro-rated for time actually spent at the pertinent court session. If Court's meeting is cancelled by the Court less than 24 hours in advance of scheduled calendar time and is not rescheduled for the same month, Contractor may invoice for the scheduled length of cancelled Court meeting, not to exceed two (2) hours. Contractor shall provide documentation of attendance at Court meetings as backup to invoices. Travel expenses including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate.</p>
<p>Court Documents Preparation. Upon written request by County at a rate</p>	<p>Current Drug Medi-Cal Reimbursement Rate for Regular DMC Outpatient Drug</p>

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
equivalent to the individual counseling session rate and up to a maximum limit of two (2)-session rates charged per report.	Free Individual Counseling UOS Rate
Family Therapy Session. 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.	Current Drug Medi-Cal Reimbursement Rate for Regular DMC Outpatient Drug Free Group Counseling UOS Rate per client
Group Counseling Session. 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 two (2) and no more than twelve (12) group therapy participants at the same time.	Current Drug Medi-Cal Reimbursement Rate for Regular DMC Outpatient Drug Free Group Counseling UOS Rate
Health Education Addiction Recovery through Self-Responsibility (H.E.A.R.T.S.) Program. Contractor shall provide documentation of attendance at H.E.A.R.T.S. sessions as backup to invoices.	\$28.00 per hour.
Individual Counseling Session. 50-60 minutes per session and per individual upon written request by County. Individual Counseling shall be limited to intake, crisis intervention, collateral treatment services, and discharge planning.	Current Drug Medi-Cal Reimbursement Rate for Regular DMC Outpatient Drug Free Individual Counseling UOS Rate
Juvenile Hall Group Counseling Session. 60 minutes per session and per group therapy participant 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. Contractor shall provide documentation of attendance at Juvenile Hall group sessions as backup to invoices.	\$19.59 per session.
Multidisciplinary Team Meeting. Upon written request by County and for time actually spent in the meeting. Contractor shall include support documentation in the form of time study attached to any invoice for Multidisciplinary Team Meeting Participation. The definition of multidisciplinary team meetings as it applies	Current Drug Medi-Cal Reimbursement Rate for Regular DMC for Outpatient Drug Free Individual Counseling UOS Rate

SERVICE	COUNTY STANDARDIZED RATE STRUCTURE
to this Agreement excludes any community-based teams in which County considers Contractor or Contractor's staff or assigns to be regular standing members.	
RESIDENTIAL SERVICES	RATES
Perinatal Women's Residential Services.	Current Drug Medi-Cal Reimbursement Rate for Perinatal DMC Perinatal Residential rate per day.
Residential. Men's Residential Services Parenting Women's Residential Services Non-Parenting Women's Residential Services	\$70.00 per bed day \$70.00 per bed day \$70.00 per bed day
Transitional Living. 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

SUBSTANCE ABUSE TESTS	RATES
ETG 80 Hour Urine Test. Detects for the presence of alcohol for up to 80 hours after it is consumed. All test results – positive and negative - shall be sent to the lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days.	\$45.00 per test
ETG/UA. Combination package of ETG 80 Hour Urine Test and Instant 5 Panel Urine Test. All test results – positive and negative - shall be sent to lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days.	\$90.00 per test

SUBSTANCE ABUSE TESTS	RATES
<p>Instant 5 Panel Urine Test. On-site test checks for the presence of amphetamine/methamphetamine, THC (marijuana), cocaine, opiates, and benzodiazepines. All test results – positive and negative - shall be sent to lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days.</p>	<p>\$45.00 per test</p>
<p>Instant Alcohol Swab. 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.</p>	<p>\$45.00 per test</p>
<p>Instant Oral Saliva Test. On-site test checks for the presence of amphetamine, methamphetamine, THC (marijuana), cocaine, opiates, and phencyclidine (PCP). All test results – positive and negative - shall be sent to lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days</p>	<p>\$45.00 per test or free if done in conjunction with ETG 80 Hour Urine Test.</p>
<p>Urinalysis. Scheduling and monitoring of random urinalysis collection shall be done on site. All test results – positive and negative - shall be sent to the lab for confirmation at no additional cost. Test results shall be received from the lab within approximately five (5) days. 8-Panel Urine test includes testing for presence of alcohol, amphetamines, barbiturates, benzodiazepines, cocaine, opiates, THC (marijuana), and creatinine levels.</p>	<p>\$30.00 per test</p>

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 DMC rates are located on the California Department of Health Care Services (DHCS) website at the following website address: <http://www.dhcs.ca.gov/>.¹
- 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

¹ The California Dept. of Health Care Services (<http://www.dhcs.ca.gov>) lists the current Drug Medi-Cal rates. Click on “Forms, Laws, & Publications” and type “Proposed Drug Medi-Cal Rates” in the “Search” bar.

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.²

- 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 Services to funding types that allow payment for those services:
1. AB 109 Treatment Services: Funding for services provided herein is provided by the 2011 El Dorado Public Safety Realignment Implementation Plan, and is subject to all laws and regulations promulgated under California Assembly Bill (AB) 109, AB 116, AB 117, ABXI 16 and ABXI 17, Statutes of 2011. Contractor shall only use AB 109 funds, and shall not use any other funding sources, to provide services to AB 109 eligible clients. Services may only be provided if County refers client to Contractor via a Treatment Authorization form.
 2. Drug Court Treatment Services: These services are funded with Local Realignment Revenue and shall only be provided if County refers client to Contractor via a Treatment Authorization form.
 3. Alcohol and Other Drug Counseling and Treatment Services (AOD Counseling Services): These services are provided to clients who may be referred to Contractor by County, 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 (CCR). 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

² The most current information on the status of the enactment of the California budget act may usually be found at the following website: <http://www.cbudget.ca.gov>

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: Unspent funding may be carried forward from fiscal year to fiscal year for the term of this Agreement unless otherwise re-allocated by County in accordance with the Article titled “Changes to Agreement.”

Funding Type	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total
AB 109 Treatment Services	\$0	\$0	\$0	\$0	\$0	\$0
Behavioral Health Realignment	\$0	\$10,000	\$15,000	\$10,000	\$10,000	\$45,000
Federal Block Grant (“FBG”) – Substance Abuse Prevention and Treatment (“SAPT”) Discretionary	\$52,295	\$60,000	\$80,000	\$80,000	\$80,000	\$352,295
FBG – SAPT Perinatal Set Aside	\$0	\$0	\$0	\$0	\$0	\$0
FBG – SAPT Adolescent and Youth Treatment	\$0	\$20,000	\$6,000	\$6,000	\$6,000	\$38,000
Drug Medi-Cal including Federal Financial Participation (“FFP”)	\$15,862	\$25,862	\$40,000	\$40,000	\$40,000	\$161,724
Total	\$68,157	\$115,862	\$141,000	\$136,000	\$136,000	\$597,019

D. Invoices: Contractor shall submit an original invoice referencing this Agreement #047-S1310 that shall contain all of the following data:

1. 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.
2. 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.

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

County shall not pay for any invoices that have not been approved in writing by the Contract Administrator or designee, incomplete services, “no show” cancellations, telephone calls or for the preparation of progress reports. Contractor shall ensure that only billing information is included on the invoice. Information related to Client(s) diagnosis, prognosis or treatment is not permitted on the invoice. Invoices with “white-out” types of corrections shall not be accepted.

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 the Article titled “Scope of Services.” Failure to submit invoices by the 15th 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.

Invoice / remittance to be sent as follows:

Invoices	Remittance
County of El Dorado Health and Human Services Agency 3057 Briw Road, Suite B Placerville, CA 95667 Attn: Fiscal Unit	New Morning Youth and Family Services, Inc. 6765 Green Valley Road Placerville, CA 95667 Attn: Accounts Receivable

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 1st through April 30th** of this Agreement: Supplemental invoices for additional services as defined in the Article titled “Scope of Services” received after May 10th, shall be neither accepted nor paid by the County.

- b. For the period **May 1st through June 30th** of this Agreement: Any supplemental invoices for additional services as defined in the Article titled "Scope of Services" received after July 10th 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" in this Agreement for Services.
 - 1. County shall pay Contractor for the actual costs of providing service, less any revenues actually received from client fees, insurance, and/or other third party payers, provided that:
 - 2. Drug Medi-Cal services shall be billed to County by unit of service at an amount not exceeding the rates specified in the Article titled "Compensation for Services," paragraph A, "County Standardized Rate Structure." The total payments shall not exceed HHSA's Total Maximum Obligation, by funding type, as set forth herein.
 - a. All Contractor costs must be allowable pursuant to applicable State and Federal laws, regulations, policies and procedures, as set forth herein.
 - b. Costs shall be reconciled annually in the cost report, as detailed in the Article titled "Cost Report" of this Agreement. The cost report settlement is the process that determines whether standardized rates were an accurate representation of actual costs.
 - c. Settlement based on Cost Report findings shall pertain to Drug Medi-Cal only.
 - 3. **Payment Withholding:** Administrator may withhold or delay any payment if Contractor fails to comply with any provisions of this Agreement. In addition, as a means to ensure continuous operation of Contractor's facility, County may defer payments as described in the Article titled "Continuous Operation" of this Agreement.

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 §§ 1798.80 through 1798.82 - Customer Records (breach of security).
- B. Civil Code §1798.85 - Confidentiality of Social Security Numbers.
- C. Civil Code §§ 56 through 56.37 - Confidentiality of Medical Information Act .
- D. HSC §§ 11812 and 11845.5.
- E. HSC §§123110 through 123149.5 - Patient Access to Health Records.
- F. Health Insurance 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 45, CFR Parts 160, 162, and 164 - the Health Insurance.

ARTICLE XV

Confidentiality and Information Security Provisions: Contractor shall comply with applicable laws and regulations, including but not limited to CFR 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

Personally identifiable information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by Contractor

1. Permitted Uses and Disclosures: Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
2. Specific Uses and Disclosures provisions: Except as otherwise indicated in the agreement, Contractor shall:
 - a) Use and disclose 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 a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.

2. Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - a) Network based firewall 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 twenty-four (24) hours 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 the County Privacy Officer, postmarked within ten (10) working days of the discovery of the breach.

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 § 16367.8; and
 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 with Section 53130, if applicable; and
 3. HSC, Division 10.5, commencing with Section 11760; and
 4. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures); and
 5. Title 9, California Code of Regulations, (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000; and
 6. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances, if applicable; and
 7. Title 42, CFR, Sections 8.1 through 8.34, if applicable; and

8. Title 42, United States Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-57, and 330x-65 and 66, if applicable; and
 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 this section 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 Article titled "Default, Termination, and Cancellation" 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 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.
- M. Trafficking Victims Protection Act of 2000.
- N. No State or Federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No State funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.
- O. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for County to withhold payments under this Agreement or terminate all, or any type of funding provided hereunder.
- P. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal or State governments.

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 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 (2014).
- 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. OMB Circular A-133.
- H. Public Law 103-227, also known as the Pro-Children Act of 2001.
- I. Public Law 106-310, which addresses nondiscrimination and institutional safeguards for religious providers, and which is implemented through Title 42, CFR, Part 54.
- J. Drug-Free Work Place Act of 1990 (Governmental Code § 8350 et seq.).
- K. California Health and Safety Code § 11759, “Adolescent Alcohol and Drug Treatment Recovery Program Act of 1998.
- L. Youth Treatment Guidelines, California Department of Health Care Services, http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

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: County 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: County may terminate this Agreement in whole or in part upon seven (7) calendar days upon written notice by County without cause to the other party 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.

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
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

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

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

Notices to Contractor shall be addressed as follows:

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

Or to such other location as Contractor directs.

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

In the event of a change in address for any County office or location referred to or impacted by this Agreement, County shall notify Contractor in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said Notice shall become a part of this Agreement and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE LIX

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager (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.
 1. If Contractor has no employees, they shall not be required to obtain Worker's Compensation and Employer's Liability insurance. Should, during the term of this Agreement, Contractor hire one or more employees who will provide any services related to this Agreement, Contractor shall immediately obtain full Workers' Compensation and Employers' Liability insurance and furnish County with certificate(s) for same.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event Contractor uses motor vehicles 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.
- E. Contractor shall furnish a certificate of insurance satisfactory to the Risk Manager as evidence that the above-required insurance is being maintained.

- F. The insurance shall be issued by an insurance company acceptable to the County of El Dorado Risk Management Department or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- 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 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 for breach pursuant to the provisions contained herein this Agreement under the Article titled "Default, Termination, and Cancellation."
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer shall not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an "Additional Insured Endorsement" page, 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 both insurance and evidence of insurance to County that shall cover 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 Risk Management, as essential for the protection of County.

Articles LXXII, LXXIII, and LXXIV are hereby added as follows:

ARTICLE LXXII

Audit by California State Auditor: Consultant/Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant/Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE LXXIII

Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, all recipients and sub-recipients of federal funds must be provided the Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA numbers and program titles for programs administered by the County on behalf of DHCS that may apply to this contract:

CFDA Number	Program Title
93.959	Substance Abuse and Mental Health Services Administration (SAMHSA) Block Grant for Prevention and Treatment of Substance Abuse (SABG)
93.778	Medi-Cal Assistance Program Title XIX

ARTICLE LXXIV

Federal Equal Opportunity Requirements: Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran or veteran of the Vietnam era. Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran of the Vietnam era. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and career development opportunities and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government Federal Rehabilitation Act of 1972 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their

race, color, religion, sex, national origin, physical or mental handicap, disability , age, or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental handicap, disability, age, or status as a disabled veteran of the Vietnam era.

Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Federal Government or State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' as supplemented by regulation at 41 CFR Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1972, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the requirements herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with the procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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, must comply with the provisions contained in this Agreement.


Former Article LXXII is hereby renumbered as Article LXXV and shall read as follows:

ARTICLE LXXV

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.


Except as herein amended, all other parts and sections of that Agreement #047-S1310 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

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

Dated: 4/14/15

Requesting Department Head Concurrence:

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

Dated: 4/14/2015

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

-- COUNTY OF EL DORADO --

Dated: 6-9-15

By: 
Brian Veerkamp, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison,
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 6-9-15

-- CONTRACTOR --

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

By: 
David Ashby
Executive Director
"Contractor"

Dated: 4/20/2015