

Fiscal Period July 1, 2022 through June 30, 2023

Del Norte County Agreement No.: _____

Agreement for Residential Treatment for Alcohol and Other Drug Abuse

Contractor: **Granite Wellness Centers**

Address: 180 Sierra College Dr.

Grass Valley, CA 95604

**AGREEMENT FOR RESIDENTIAL TREATMENT FOR
ALCOHOL AND OTHER DRUG ABUSE SERVICES**

This Agreement for Residential Treatment for Alcohol and Other Drug Abuse Services ("Agreement") is made as of the Effective Date set forth below by and between the County of Del Norte, a political subdivision of the State of California (the "COUNTY"), and Granite Wellness Centers (the "CONTRACTOR").

IDENTIFICATION OF CONTRACTOR. CONTRACTOR's business address and phone number is 180 Sierra College Dr., Grass Valley, CA 95604, (530) 878-5166. CONTRACTOR is a Non-Profit Organization whose federal identification number is 94-2275091.

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those Services described in Attachment "A", Provision A-1 (the "Services"). CONTRACTOR shall provide said Services at the time place and in the manner specified in Attachment "A".

2. TERM.

Effective Date:	July 1, 2022
Termination Date:	June 30, 2023

The term of this Agreement (the "Term") shall be the period between the Effective Date and the Termination Date.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for Services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for Services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said Services to COUNTY in the manner specified in Attachment "B".

4. RENEWAL.

This Agreement shall automatically renew for an additional term of one (1) year on the annual anniversary of the commencement date set forth in provision 2 unless:

- a. The Agreement is terminated by either party pursuant to provision 13; or
- b. Either party provides the other party at least thirty (30) days written notice prior to July 1, 2023 of its intent not to renew this Agreement.

In the event this Agreement renews automatically for an additional fiscal year, the contract fee(s) for that year shall be the amount set forth per participation in Attachment "B".

5. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF PARTIES.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing Services pursuant to this Agreement,

10.3 AUTOMOBILE LIABILITY. Insurance covering any auto (Code 1), or if Provider has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

10.4 PROFESSIONAL LIABILITY. Insurance with minimum coverage of Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

Additional insurance provisions are included in Attachment "D".

11. INCORPORATION.

All attachments referred to herein be attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Special Conditions
- Attachment F - HIPAA Business Associate Agreement
- Exhibit A - Evidence Based Practices

12. STANDARD OF PERFORMANCE.

CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner, and according to the standards observed by competent practitioners of the profession in which CONTRACTOR is engaged and for which this Agreement is made.

13. TERMINATION.

13.1 If in the opinion of COUNTY, CONTRACTOR fails to perform the Services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR only for the Services performed in accordance with this Agreement up to and including the date of termination, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR's breach of this Agreement.

13.2 At any time for any reason, upon thirty (30) days written notice to CONTRACTOR, COUNTY may terminate this Agreement and pay only for those Services rendered as of the date when termination is effective, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the Services required by this Agreement. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

13.3 CONTRACTOR may terminate its duties under this Agreement upon thirty (30) days written notice to the COUNTY if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

13.4 These terms are effective until terminated by either party. COUNTY reserves the right, in COUNTY's sole discretion, to terminate CONTRACTOR's access to any or all of the confidential information and the related Services or any portion thereof at any time, without notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 2023.

"COUNTY"

"CONTRACTOR"

COUNTY OF DEL NORTE

GRANITE WELLNESS CENTERS

DARRIN SHORT, Chair
Board of Supervisors

VICTORIA BLACKSMITH
Chief Executive Officer

ATTEST:

KYLIE GOUGHNOUR
Clerk of the Board

APPROVED AS TO FORM:

JACQUELINE ROBERTS
Assistant County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

CONTRACTOR agrees to provide certain residents of Del Norte County, as determined by the County of Del Norte Department of Health and Human Services, Behavioral Health Branch to be in need, a recovery home for treatment of alcoholism and other drug abuse. Such recovery home Services will be provided in accordance with the Health and Safety code, sections 11750 through 11997, and guidelines, prepared by the State of California, Department of Alcohol and Drug Programs. In addition, CONTRACTOR agrees to assure compliance with all federal and state laws regarding civil rights and confidentiality.

CONTRACTOR shall provide comprehensive and integrated residential treatment, and detoxification programs as well as transitional living Services for adults over the age of eighteen (18), serving both males and females, for the recovery and treatment of alcohol and/or drug dependency.

CONTRACTOR shall provide alcohol and drug abuse recovery Services in a social model, non-medical program, whereby participants reside in a “safe” alcohol and drug-free residential environment. CONTRACTOR shall maintain well-qualified and well-trained staff at appropriate levels in their residential programs, twenty-four (24) hours a day, seven (7) days a week. CONTRACTOR assures COUNTY that the staff providing direct alcohol and other drug Services to the residents of the program shall be either certified as a California Alcohol and Drug Counselor (CAADAC) or California Alcohol and Drug Specialist (CAS).

CONTRACTOR shall provide a Perinatal Program. The treatment program is designed to accommodate the unique needs of women in recovery such as trauma-informed care, family issues, parenting issues and/or child care needs. The perinatal services are offered for women who are either pregnant or parenting and substance using with children ages from pre-birth through seventeen (17) years old. Parenting also includes a woman who is attempting to regain legal custody. Child care services are available at the facility when the mother is programming, either in groups or individuals at no additional cost. CONTRACTOR is also governed by DHCS requirements in regards to the programming.

CONTRACTOR shall foster conditions which will support reintegration of the individual into the community by providing a stable residential situation and partnering with the individual on active discharge planning.

CONTRACTOR shall provide comprehensive treatment Services in a carefully structured and supportive environment with a high degree of accountability. CONTRACTOR shall provide an integrated continuum of care for clients that focus on each unique individual and his/her family system.

Initial Evaluation and Orientation.

CONTRACTOR shall provide a holistic assessment process that includes careful screening for co-occurring disorders and emphasizes self-evaluation complimented with clinical diagnostic tools to provide informative assessments. Basic elements of CONTRACTOR’s assessment process include gathering information on background including trauma history, family information, legal involvement and financial situation, medical/dental health or prenatal exposure, education, housing, employment, etc.

Treatment Plans

CONTRACTOR shall develop an Individual Treatment Plan for each COUNTY client. Each client shall have a Primary Counselor assigned and together both will develop an Individual Treatment Plan within three to seven (3-7) days of admission that addresses the client's short term and long term goals. The Treatment Plan shall be written to address these seven (7) domains:

1. Drug Use and/or Withdrawal Potential;
2. Biomedical/Behavioral Conditions and Complications (physical health);
3. Emotional/Behavioral Conditions and Complications (mental health);
4. Treatment Acceptance/Resistance/Readiness to Change;
5. Relapse/Continued Use Potential;
6. Recovery Environment (Family, Social, Educational, Vocations); and
7. Discharge Planning (plan for reintegration into community after discharge).

CONTRACTOR shall provide a copy of the Individual Treatment Plan, including Discharge Planning, to COUNTY within two (2) weeks of client admittance. Treatment Plans shall include three basic phases: 1) Stabilization; 2) Core Program; and 3) Preparation and Action. Services shall include: individual counseling, individual therapy, education groups, family groups, and ancillary groups.

Evidence-Based Practices

CONTRACTOR shall utilize evidence-based practices (EBPs) and curricula throughout the programs. Overviews of these practices and how they are incorporated in CONTRACTOR's residential programs are listed in Exhibit A.

Discharge/Relapse Prevention/Community Integration

CONTRACTOR's residential program shall prioritize transition (or discharge) planning, beginning at intake to support successful reintegration. CONTRACTOR's programs shall include the following components:

1. Family Team Meetings - Are a key strategy to support successful reintegration, as CONTRACTOR engages the client and their identified support systems to collectively support a plan.
2. During intake, consent for follow-up is signed by each client and upon successful completion each client is called at thirty (30) days, ninety (90) days, six (6) months, and one (1) year after completion of program to assess their level of success and/or needs for additional services or referrals. Reports are compiled on an annual basis and disseminated to staff. Individuals are encouraged to attend weekly Alumni meetings and regularly check in with staff on their current status.
3. CONTRACTOR's social worker shall provide Strengths-Based Case Management to identify appropriate resources and plans with respect to housing, employment, education, medical services, and support clients to achieve other milestones toward greater self-sufficiency (e.g. childcare enrollment; obtaining and improving credit scores, etc.).
4. Alumni: Clients are also encouraged to join CONTRACTOR Alumni, an informal support system as well as a means for contributive citizenship; Alumni participate in community events to help educate about available resources; fundraise to support people in early recovery; and participate in events like Recovery Happens.
5. A written transition plan is prepared when a person is transferred to another level of care, an aftercare program, or prepares for discharge. In addition to resources, the plan

will identify the person's current progress in his/her own recovery and movement toward well-being; need for support systems; as well as information on medications, when applicable; referral source information; and communication on options available should symptoms recur.

Detoxification

It is the intention of CONTRACTOR's Residential Treatment Division to provide a comprehensive Detoxification Program for the treatment of substance dependence disorders, in a comprehensive therapeutic treatment setting. A primary goal will be to act as a service to both the patient and community at large. The program's overall goal for the patient is total abstinence from illicit drug use and the development of an independent, healthy and fulfilling lifestyle. This Program shall operate in strict keeping with all pertinent Federal, State and Local regulatory guidelines and in conjunction with the program-specific parameters as set-forth in the American Society of Addiction Medicine (ASAM); Patient Placement Criteria. The immediate goals of detoxification may be summarized as follows:

1. To provide safe withdrawal from drug(s) of dependence and enable the patient to become drug free.
2. To provide withdrawal that is humane and protects the patient's dignity.
3. To prepare the patient for ongoing treatment of his or her substance dependence.
4. To provide a treatment service that is needed in the community and surrounding areas.

Transitional Housing

All homes are gender-specific, and some homes accommodating women also accommodate their children. CONTRACTOR does not make placements for two hundred ninety (290) registrants nor for those with known violence violations.

Clients are required to maintain enrollment in CONTRACTOR outpatient Services, expected to remain clean and sober, and expected to be active in developing the assets for self-sufficiency such as job skills, continued education, receiving medical attention for preventative and chronic issues, and attaining permanent and safe housing. In addition to maintaining abstinence from drugs and alcohol, the explicit goal of transitional living is for clients to use the time to build a solid foundation for self-sufficiency.

CONTRACTOR shall maintain multiple transitional homes; separated for men, for women; and for women with children. Residential clients often access this resource as a lower level of care that still provides an affordable clean and sober supported living environment as clients rebuild their own housing and employment resources. Clients are required to participate in ongoing outpatient treatment while they live in the transitional housing programs, and are required to participate in drug testing. Programs are overseen by a transitional housing coordinator.

A.2. TIME SERVICES RENDERED.

CONTRACTOR shall be available to render Services for the entire term of the Agreement; therefore, CONTRACTOR shall conform the delivery of Services to a general time schedule to be agreed upon between the Designated Representatives of the parties.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing Services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. TRANSPORTATION AND CLINICAL INFORMATION PROVIDED BY COUNTY.

COUNTY will assist each client in arrangement for transportation to and from the CONTRACTOR's principal place of business. COUNTY will provide such clinical information as requested by the CONTRACTOR if that information is available to the COUNTY Drug and Alcohol Services Program staff.

A.5. FACILITIES FURNISHED BY CONTRACTOR.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing Services pursuant to this Agreement.

**ATTACHMENT B
PAYMENT**

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee for Services as follows:

B.1.a. Service	Rates
Residential Level 3.1	\$138.00/day
Residential Level 3.5	\$173.00/day
Withdraw Management 3.2 (Detox)	\$194.00/day
Recovery Residence/Sober Living Room and Board	\$26.00/day
Room and Board Recovery Residence/Sober Living each child	\$31.00/day
Room and Board Recovery Residence/Sober Living each child	\$50.00/day
Residential - Perinatal Facility + one child	\$50.00/day
Residential - Perinatal Facility + two children	\$75.00/day

B.1.b. CONTRACTOR shall submit requests for payment after completion of Services no later than the tenth (10th) day of the month following provision of Services.

B.1.c. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Thirty Thousand Dollars and No Cents (\$30,000.00) without a written amendment to this Agreement approved by the Del Norte County Board of Supervisors.

B.2 TRAVEL COSTS.

COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement, unless said costs are approved in advance by the COUNTY representative. COUNTY shall then pay COUNTY per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED.

B.3.a. COUNTY shall not pay for services performed by CONTRACTOR and not authorized in this Agreement. COUNTY shall make payment for additional services to CONTRACTOR if, and only if, both parties in advance of performing additional services amend this Agreement.

B.3.b. It is understood the COUNTY will only pay for those Services to patients whom Del Norte County Department of Health and Human Services, Behavioral Health Branch have screened, evaluated, and for whom the Behavioral Health Branch have developed a treatment and rehabilitation plan.

**ATTACHMENT C
ADDITIONAL PROVISIONS**

C.1 RECOVERY HOME SERVICES DEFINED:

Alcohol and other drug recovery home services are defined for the purpose of the Agreement as a community-based, peer group orientated, residential facility that provides food, shelter, and certain services in a supportive alcohol and drug free environment for the ambulatory and mentally competent recovering alcoholic/addict.

C.2 RECOVERY HOME SERVICES INCLUDE:

Recovery Home Services include, but are not limited to the following:

1. Room and Board;
2. Group treatment sessions orientated toward practical problems in social, occupational, residential and other areas;
3. Individual counseling and support;
4. Liaison on behalf of the client in utilizing additional COUNTY and/or private services;
5. Other program services in Agreement with the standards as set forth by the guidelines of the State Department of Alcohol and Drug Services;
6. Administrative services as set forth by the guidelines of the State Department of Alcohol and Drug Services.

C.3 Additional Requirements for Substance Abuse Crime Prevention Act Of 2000.

CONTRACTOR is aware of and agrees to abide by Chapter 2.5 (commencing with Section 9500) Division 4, Title 9, California Code of Regulations as they as they apply to those clients who are referred for and/or placed with the CONTRACTOR for residential treatment services.

C.4 RECORD RETENTION.

CONTRACTOR shall maintain and preserve all clinical records related to this Agreement for a period of ten (10) years from the final date of the Agreement period between the CONTRACTOR and the COUNTY, from the date of completion of any audit, or from the date the Services was rendered to the beneficiary, whichever is later, in accordance with Section 438.3(u) of Title 42 of the Code of Federal Regulations. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this Agreement for the same period of time. Such records shall be retained beyond the ten (10) year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial ten (10) year period shall arise only if COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the ten (10) year period. If the Agreement is cancelled or the CONTRACTOR closes business, the CONTRACTOR shall arrange for appropriate storage and accessibility of records by the COUNTY.

**ATTACHMENT D
GENERAL PROVISIONS**

D.1. INDEMNITY.

D.1.1. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (at CONTRACTOR's sole cost and expense and with legal counsel approved by COUNTY, which approval shall not be unreasonably withheld), protect and hold harmless COUNTY and COUNTY's Related Parties (collectively, the "Indemnified Parties"), from and against any and all Liabilities of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise from or in any manner relate to (directly or indirectly), arise out of this agreement or as the result of any cause whatsoever regardless of any passive negligence or strict liability of an Indemnified Party. CONTRACTOR understands and acknowledges that the indemnification obligation hereunder is intended to constitute a "Type I" indemnity under California law and extends to and includes Claims arising from the active or passive negligence of Indemnified Parties.

Without limiting CONTRACTOR's obligation to indemnify COUNTY upon COUNTY's request, CONTRACTOR shall indemnify, hold harmless, protect and defend with legal counsel acceptable to the COUNTY at CONTRACTOR's sole cost, COUNTY from and against all Liabilities, paid, incurred or suffered by, or asserted against COUNTY in a judicial, administrative or regulatory forum or otherwise, whether well founded or not, for regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the CONTRACTOR or CONTRACTOR's Related Parties, any of CONTRACTOR's Activities.

For purposes of defense and indemnification relating to this Agreement:

(a) "Liabilities" means liabilities, lawsuits, claims, judgments, demands, clean-up orders, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, expenses, loss, penalties and other detriments of every nature and description whatsoever, including all costs and expenses of litigation or arbitration, attorneys' fees (whether COUNTY's or CONTRACTOR's staff attorneys or outside attorneys) and court costs, whether under state or federal law except for liabilities caused by the sole negligence or willful misconduct of the indemnified party.

(b) "County's Activities" means actions that are the sole negligence of COUNTY or the willful misconduct of COUNTY.

(c) "County and County's Related Parties" means COUNTY and COUNTY's elected officials, officers, volunteers, representatives, partners, designees, attorneys, employees, consultants, agents, successors and assigns, and any lender of COUNTY with an interest in the Project that is the subject of this contract.

(d) "Contractor Activities" means any actions or omissions of CONTRACTOR or CONTRACTOR's Related Parties in the performance of this Agreement, directly or indirectly arising from CONTRACTOR's operations, as well as any breach of any representation or warranty of CONTRACTOR set forth in this Agreement.

(e) "Contractor and Contractor's Related Parties" includes CONTRACTOR and its respective officers, directors, shareholders, members, partners, agents, employees, subcontractors, consultants, licensees, invitees, guarantors or affiliates. "Affiliates" means a person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the CONTRACTOR, where construction or interpretation of "control" shall be governed by Rule 144 of the Securities Act of 1993. CONTRACTOR shall use best efforts, or cause such persons to use best efforts, to provide COUNTY's legal counsel all reasonably necessary information relevant to such persons, including proper and legal corporate names and relationship (or lack thereof) to CONTRACTOR's articles of incorporation, certificates of good standing, and other documentation related directly or indirectly to alleged liabilities.

D.1.2. The COUNTY will be held harmless from any federal/state disallowance resulting from payments made to the CONTRACTOR. If the CONTRACTOR has received payments, it shall be liable for any federal/state disallowance made with respect to those payments. COUNTY shall recoup from the CONTRACTOR, the amount of any disallowance in the manner authorized by applicable laws and regulations.

D.1.3. In addition, the CONTRACTOR agrees to pay to COUNTY the amount of Del Norte County's liability to the federal/state government that results from the CONTRACTOR'S failure to perform the services or comply with the conditions required by this Agreement as identified by an audit exception.

D.1.4. To the extent that a federal/state audit disallowance, with or without interest, disallows a claim or claims that has or have resulted in payment by CONTRACTOR for services performed by a third-party non-governmental entity under this Agreement, or by COUNTY where such payment has been approved by CONTRACTOR, COUNTY shall be held harmless by CONTRACTOR for one hundred percent of the amount of such final audit disallowance, along with any interest thereon.

D.1.5. Both parties to this Agreement recognize that the CONTRACTOR is liable only for its own audit exceptions that relate to services under this Agreement, and has no liability for any other entity that may enter into a similar Agreement with the COUNTY for the performance of services.

D.1.6. The provisions of this section shall survive termination of this Agreement.

D.1.7. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from indemnification liability. Indemnification shall apply to all damages or claims for damages caused by CONTRACTOR'S Activities regardless if any insurance is applicable or not.

D.2. PERSONNEL.

D.2.1. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.2.2. CONTRACTOR shall have a qualified Medical Director(s) for the facility. CONTRACTOR shall provide the COUNTY with an annual Code of Conduct and Written Roles and Responsibilities both signed by the Medical Director(s) and a program representative with all required elements in accordance with the Minimum Quality Drug Treatment Standards, Document 2F(a), in addition to CCR Title 9 and 22 regulations.

D.3. TERMINATION.

D.3.1. If in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR only for the services performed in accordance with this agreement up to and including the date of termination, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement.

D.3.2. At any time for any reason, upon thirty (30) days written notice to CONTRACTOR, County may terminate this Agreement and pay only for those services and material rendered as of the date when termination is effective, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.3.3. CONTRACTOR may terminate its duties under this Agreement upon thirty (30) days written notice to the COUNTY if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.3.4. These terms are effective until terminated by either party. The COUNTY reserves the right, in its sole discretion, to terminate CONTRACTOR'S access to any or all of the confidential information and the related services or any portion thereof at any time, without notice.

D. 4. TIME.

D.4.1. CONTRACTOR shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party. Time is of the essence for this Agreement and each covenant, term and condition herein.

D.5. CONFIDENTIAL INFORMATION.

D.5.1. In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California and or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentially and shall advise and require all subcontractor's to comply with the laws of

confidentiality. All documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement shall be the property of COUNTY, and CONTRACTOR shall deliver such documents to COUNTY without exception or reservation on completion of the Services hereunder or termination.

Neither the CONTRACTOR or COUNTY, its officers, employees, agents, or subcontractors, shall without written authorization given by the COUNTY's CAO or unless requested by the County Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property. Response to a subpoena or court order shall not be considered "voluntary" provided COUNTY or CONTRACTOR gives notice to the other party of such court order or subpoena.

If CONTRACTOR or its officer, employees, or subcontractors does voluntarily provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from the party releasing such information for any damages caused by CONTRACTOR, including COUNTY's attorney's fees.

CONTRACTOR and COUNTY shall promptly notify the other party should COUNTY or CONTRACTOR, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement. CONTRACTOR and COUNTY each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. County and CONTRACTOR agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by County or CONTRACTOR. However, CONTRACTOR and COUNTY's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.

CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality. All press releases and informational material shall receive approval from COUNTY prior to being released to the media.

D.6. DUTY OF HEIGHTENED CARE.

D.6.1. All compensation payable to CONTRACTOR hereunder shall be paid by COUNTY. CONTRACTOR acknowledges and recognizes that services under this Agreement have its source from tax dollars from tax payers of the State of California and that, given this fact, a heightened duty of care exists in CONTRACTOR to ensure that CONTRACTOR scrupulously adheres to principles of moderation, frugality and cost consciousness in carrying forth the goals of and completing the services pursuant to this Agreement.

D.7. FINANCIAL RECORDS AND AUDITS.

D.7.1. CONTRACTOR shall maintain at CONTRACTOR's office or other place acceptable to COUNTY full and complete accounting books, records, computers or

electronic systems, management systems and procedures, or copies thereof, prepared in accordance with generally accepted accounting principles, inspection, auditing, and monitoring reflecting its revenues, expenses, and operations of fulfilling its performance obligations, federal and state law and regulations.

D.7.2. The COUNTY shall issue the CONTRACTOR a report of the detail findings, recommendations, and required corrective actions. The CONTRACTOR shall ensure deficiencies are remedied pursuant to Sections 4(2)(c)(i)(1)&(2) herein. The CONTRACTOR shall attest the deficiencies have been remediated and are complete pursuant to Section 4(A), Paragraph (c), herein. All deficiencies identified by the COUNTY review shall be corrected and the CONTRACTOR shall submit a COUNTY-approved Corrective Action Plan (CAP) to the COUNTY within sixty (60) days of the date of the COUNTY report.

1. The CAP shall:
 - a) Address each demand for recovery and/or programmatic deficiency;
 - b) Provide a specific description of how the deficiency shall be corrected;
 - c) Specify the date of implementation of the corrective action; and
 - d) Identify who will be responsible for correction and who will be responsible for on-going compliance.
2. The COUNTY shall provide written approval of the CAP to the CONTRACTOR. If the COUNTY does not approve the CAP, the COUNTY will provide guidance on the deficient areas and request an updated CAP from the CONTRACTOR.

The CONTRACTOR shall submit an updated CAP to the COUNTY within thirty (30) days of notification. If the CONTRACTOR does not submit a CAP, or does not implement the approved CAP provisions within the designated timeline, then the COUNTY may withhold funds from the CONTRACTOR until the CONTRACTOR displays compliance with Exhibit A, Attachment I, Part I, Section 4(A)(2). The COUNTY shall inform the CONTRACTOR when funds will be withheld.

D.7.3. County shall comply with the sub-recipient pre-award risk assessment requirements contained in 45 CFR 72.205 (HHS awarding agency review of risk posed by applicants). County shall review the merit and risk associated with all potential subcontractors annually prior to making an award. COUNTY shall perform and document annual sub-recipient pre-award risk assessments for each subcontractor and retain documentation for audit purposes.

D.8. RIGHT TO SUBSTANTIATION.

D.8.1. COUNTY reserves the right to require substantiation of any item of claimed expense or compensation. Overly generalized listing of task descriptions are not acceptable, rather, CONTRACTOR shall provide a detailed description which will provide a meaningful record to an independent auditor reviewing task description. Any work product or memoranda or other written material described in the entries shall be produced for COUNTY as requested.

D.9. AGREEMENT ENFORCEMENT.

D.9.1. ASSURANCE OF PERFORMANCE. COUNTY may, at its option and in addition to all other remedies it may have, demand from CONTRACTOR reasonable assurances of timely and full performance hereunder, if:

D.9.1.1. CONTRACTOR is the subject of any labor unrest specifically targeted to its performance obligations under this Agreement (including work stoppage or slowdown, sick-out, picketing or other concerted job action); or

D.9.1.2. Is unable to regularly pay its bills as they become due; or

D.9.1.3. Is the subject of a final, non-appealable civil judgment over ten thousand dollars, (\$10,000) or a criminal judgment or order entered by a federal, state, regional or local agency for violation of an environmental or tax law; or

D.9.1.4. COUNTY believes in good faith that CONTRACTOR's ability to timely and fully perform performance obligations has thereby been placed in substantial jeopardy.

D.9.2. If CONTRACTOR fails or refuses to provide such reasonable assurances within ten (10) days' notice by COUNTY such failure or refusal shall constitute a CONTRACTOR Event of Default.

D.10. EVENTS OF BREACH.

D.10.1. RIGHT TO SETOFF. COUNTY shall have the right to reduce payment to CONTRACTOR for valid setoffs. Valid setoffs shall include:

D.10.1.1. The cost to correct defective work which has not been remedied by the CONTRACTOR; or

D.10.1.2. Costs resulting from default by CONTRACTOR on any other term or condition of this Agreement; or

D.10.1.3. Employee related expenses imposed upon COUNTY as a result of CONTRACTOR's rendition of services under this Agreement.

D.10.2. CONTRACTOR'S DUTY OF NOTICE ON DEFAULT. Promptly on discovery of an Event of Default under this Agreement, CONTRACTOR shall deliver telephone notice to COUNTY (confirmed within 3 calendar days by written notice from CONTRACTOR); describing the event and all action Borrower proposes to take with respect to such event.

D.10.3. COUNTY'S RIGHT TO CURE. If CONTRACTOR fails to perform any obligation contained in this Agreement, COUNTY may itself perform, or cause the performance of, such agreement or obligation. In that event, CONTRACTOR will, on demand, reimburse COUNTY for all such expenditures, and shall pay COUNTY interest on the amount of such expenditures from the date of such expenditure until full reimbursement at ten percent (10%) per annum. The performance of any act or payment by COUNTY as provided in this Agreement shall not be deemed a waiver or release of any obligation or default or the part of CONTRACTOR.

D.11. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default ("Event of Default") hereunder:

D.11.1. Either party fails to perform or observe any term, covenant, or undertaking in this

Agreement to be performed or observed by it.

D.11.2. Any representation or disclosure made to COUNTY by CONTRACTOR in connection with or as an inducement to entering into this Agreement or any future amendment to this Agreement which proves to be false or misleading in any material respect as of the time the representation or disclosure is made or bring down thereof, whether or not any such representation or disclosure appears as part of this Agreement or CONTRACTOR knowingly makes, causes to be made or condones the making of any false entry in its books, accounts, records and reports hereunder.

D.11.3. CONTRACTOR or COUNTY fails to pay any amount due under this Agreement.

D.11.4. Either party informs the other party of its intention not to perform or observe a term or provision of this Agreement.

D.11.5. Either party fails to provide reasonable assurances of performance.

D.11.6. There is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of CONTRACTOR, including without limit its vehicles and equipment, maintenance or office facilities, or any part thereof of such proportion as to impair CONTRACTOR's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and COUNTY Holidays.

D.11.7. CONTRACTOR files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to CONTRACTOR or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of CONTRACTOR for a part of CONTRACTOR's operating assets or any substantial part of CONTRACTOR's property, or shall make any general assignment for the benefit of CONTRACTOR's creditors, or shall fail generally to pay CONTRACTOR's debts as they become due.

D.11.8. Any court having jurisdiction shall enter a decree or order for relief in respect of CONTRACTOR, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or CONTRACTOR shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of CONTRACTOR or for any part of CONTRACTOR's operating equipment or assets, or order the winding up or liquidation of the affairs of CONTRACTOR;

D.11.9. CONTRACTOR fails to notify COUNTY in a timely manner of any receipt of notice of violation or official communication from those regulatory agencies regulating activities to be performed under this Agreement, including traffic or transportation-related citations, and OSHA inspections.

D.11.10. Lapse of any insurance required under this Agreement.

D.11.11. If CONTRACTOR fails to satisfy conditions in accordance with this Agreement

and such conditions are not waived by the COUNTY.

D.12. EXCUSE FROM PERFORMANCE.

D.12.1. The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, tsunamis, other "acts of God", war, civil insurrection, riots, and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by CONTRACTOR's employees or directed at CONTRACTOR is not an excuse from performance and CONTRACTOR shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events. In the case of labor unrest or job action directed at a third party over whom CONTRACTOR has no control, the inability of CONTRACTOR to provide Agreement services due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of CONTRACTOR's employees while providing Agreement services to minimize any confrontation with pickets shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on CONTRACTOR's cooperation in providing services at different times.

D.12.2. The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Notwithstanding, CONTRACTOR in the event of a catastrophic event shall comply with COUNTY's Emergency Preparedness Plan.

D.12.3. In the event that either party validly exercises its rights under this Section, the parties hereby waive any claim against each other for any damages sustained thereby.

D.12.4. The partial or complete interruption or discontinuance of CONTRACTOR's services caused by one or more of the events described in this Section and constituting an excuse from performance shall not constitute an event of Default by CONTRACTOR under this Agreement. Notwithstanding the foregoing, however, the existence of an excuse from performance shall not affect COUNTY's Right to Perform Upon Default; and if CONTRACTOR is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) days or more, other than as the results of third party labor disputes where service cannot be provided for reasons described earlier in this Section, COUNTY shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice.

D.13. REMEDIES UPON DEFAULT.

D.13.1. Upon occurrence of a CONTRACTOR Event of Default, COUNTY shall have the following rights:

D.13.1.1. COUNTY's Right to Perform Upon Default. In addition to any and all other legal or equitable remedies, in the event that CONTRACTOR, for any reason whatsoever, fails, refuses or is unable to perform services which it is required by the Agreement to perform, at the time and in the manner provided in this Agreement, then COUNTY shall have the right, but not the obligation, to cause to be performed such services with other personnel;

D.13.1.2. Right to Terminate Upon Default. COUNTY shall have the right to terminate this Agreement without need for any hearing, suit or legal action. CONTRACTOR shall forfeit any performance bond to COUNTY as liquidated damages upon such termination;

D.13.1.3. Right to Suspend the Agreement. COUNTY shall have the right to suspend the Agreement, at the COUNTY's option, perform CONTRACTOR's obligations; and

D.13.1.4. All Other Available Remedies. COUNTY shall have the right to exercise its remedies in accordance with this Agreement and any other available remedies at law and in equity, including specific performance.

D.13.2. COUNTY's termination of the Agreement shall not constitute an election of remedies. Instead, all remedies provided for in this Agreement shall be in addition to any and all other legal and equitable rights and remedies which COUNTY may have under law or as otherwise provided in this Agreement.

D.13.3. By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by COUNTY to CONTRACTOR, the remedy of damages for a breach hereof by CONTRACTOR is inadequate and COUNTY shall be entitled to injunctive relief.

D.13.4. In the event either party is entitled to recover damages for breach of this Agreement, the damages shall bear interest at a rate equal to the statutory amount of ten percent for private parties and seven percent if against a governmental entity, commencing on the date of breach.

D.14. OWNERSHIP OF INFORMATION.

D.14.1. All documents, writings or other communications, reports, information, work sheets, reports, related data and work product developed under this Agreement shall be the property of COUNTY, and CONTRACTOR shall deliver such documents to COUNTY without exception or reservation on completion of the services hereunder or termination. The COUNTY agrees to hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS.

D.15.1. The COUNTY's obligation under this agreement is subject to the availability of authorized funds. The COUNTY may terminate the agreement, or any part of the agreement work, without prejudice to any right or remedy of the COUNTY, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this agreement, or any subsequent Amendment, the COUNTY may, upon written Notice to the CONTRACTOR, terminate this agreement in whole or in part.

D.15.2. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the agreement is terminated for non-appropriation, the COUNTY will be liable only for payment in accordance with the terms of this agreement for services rendered prior to the effective date of termination; and CONTRACTOR shall be

released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

D.15.3. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D.15.4. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either: Cancel this Contract or, offer a contract amendment reflecting the reduced funding.

D.16. WAIVER.

D.16.1. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.17. COMPLETENESS OF INSTRUMENT.

D.17.1. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.18. SUPERSEDES PRIOR AGREEMENTS.

D.18.1. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.19. ATTORNEY'S FEES.

D.19.1. If any action at law or in equity, excepting an action for declaratory relief, is brought to enforce provisions of this Agreement by reason of the alleged failure of the other to perform or keep any provision or this Agreement to be performed or kept, the prevailing party in such action or proceeding (including appeal) shall be entitled to recover court costs and reasonable attorney's fees (including reasonable value of services rendered by attorney's employed by COUNTY) which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled. As used herein, the "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

D.20. COMPLIANCE WITH LAWS.

D.20.1. CONTRACTOR's Services hereunder shall be conducted in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the DHHS, COUNTY, State of California, and the United States government. CONTRACTOR agrees to indemnify COUNTY against any damages, expenses, or price reductions under this Agreement resulting from CONTRACTOR's or CONTRACTOR's lower-tier sub' failure to comply with the above laws and regulations.

D.21. SUCCESSORS AND ASSIGNS.

D.21.1. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns. COUNTY and CONTRACTOR recognize and acknowledge that CONTRACTOR is hereunder employed in a position where CONTRACTOR will be rendering services of a special, unique, unusual and extraordinary character requiring extraordinary ingenuity and effort by CONTRACTOR. The parties hereto recognize that a substantial inducement to COUNTY for entering into this Agreement is the reputation, experience, and competence of CONTRACTOR. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the express written consent of the COUNTY. Any attempt to assign or delegate this Agreement without the express written consent of COUNTY shall be void and of no force or effect. Consent by COUNTY to one assignment shall not be deemed to be consent to any subsequent assignment. CONTRACTOR shall provide qualifications of assignees for review by COUNTY, which will not unreasonably withhold consent. CONTRACTOR shall not subcontract any portion of the work to be performed without the prior written authorization of COUNTY. If COUNTY consents to said subcontract, CONTRACTOR shall be fully responsible to COUNTY for all acts or omissions of subcontractor. Nothing in this Agreement shall create any contractual relationship between COUNTY and subcontractor nor shall it create any obligation on the part of COUNTY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

D.22. INDEPENDENT CONTRACTOR.

D.22.1. COUNTY and CONTRACTOR are and at all times shall be and remain independent contractors as to each other, and no joint powers agency or other legal relationship which would impose vicarious liability upon one party for the act or omission of the other shall be created or implied hereby or herefrom. CONTRACTOR acknowledges that CONTRACTOR's employees shall not be covered under the COUNTY's employee benefit plan. At all times during the term of this Agreement, CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance, and any other costs and expenses in connection with performance of services under this Agreement. Neither party has or shall have the power to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. COUNTY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

D.23. MODIFICATION.

D.23.1. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.24. COUNTERPARTS.

D.24.1. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.25. OTHER DOCUMENTS.

D.25.1. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.26. PARTIAL INVALIDITY.

D.26.1. If any term, covenant, condition, or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

D.27. JURISDICTION.

D.27.1. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the COUNTY of Del Norte or the U.S. District Court, California Northern District, and CONTRACTOR hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

D.28. TIME IS OF THE ESSENCE.

D.28.1. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29. AUTHORITY.

D.29.1. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates, or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any stated and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would

have a material effect hereon.

D.30. CONFLICT OF INTEREST.

D.30.1. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

D.31. ADVICE OF COUNSEL.

D.31.1. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

D.32. INDEPENDENT REVIEW.

D.32.1. Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

D.33. POSSESSORY INTEREST.

D.33.1. A taxable possessory interest, as those words are used in the California Revenue and Taxation Code section 107, may be created by this Agreement; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.34. TAXES.

D.34.1. The CONTRACTOR shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties, and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.35. NON-DISCRIMINATION.

D.35.1. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall ensure that in the provision of services under

this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.

D.36.1. In addition to application of the non-discrimination provision of this Agreement above, CONTRACTOR agrees to also comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.37. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

D.37.1. CONTRACTOR warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164) regarding the protection of health information obtained, created, or exchanged as a result of this Agreement and shall abide by and implement its statutory requirements.

D.38. CAPTIONS.

D.38.1. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.39. DEFINITIONS.

D.39.1. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.39.1.1. NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms, or associations, wherever the context so requires.

D.39.1.2. MANDATORY AND PERMISSIVE. "Shall", "will", and "agrees" are mandatory. "May" is permissive.

D.40. NOTICES.

D.40.1. Any notice required to be given under this Agreement may be given by personal

delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Notice shall be deemed communicated as of three days from mailing or the day that personal service was effectuated. Mailed notices shall be addressed as set forth below, but each party may change [his or her or its] address by written notice in accordance with this paragraph.

D.40.1.1. If to "COUNTY":

The Office of the Director of the
Department of Health and Human Services
880 Northcrest Drive
Crescent City, CA 95531

With a copy to:

County of Del Norte
Office of County Counsel
981 H Street, Suite 220
Crescent City, CA 95531

D.41.1.2. If to "CONTRACTOR":

Victoria Blacksmith, CEO
Granite Wellness Centers
P.O. Box 6028
Auburn, CA 95604

D. 41. LICENSES, PERMITS, LAWS.

D.41.1. CONTRACTOR represents and warrants to COUNTY that it has and will maintain throughout the life of this Agreement all appropriate licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to perform under this agreement. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding Operative Provision No. 14. CONTRACTOR shall comply with any and all applicable federal, state and local laws, regulations, orders and resolutions affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

D.42. STANDARD OF PERFORMANCE.

D.42.1. CONTRACTOR warrants that CONTRACTOR, as well as each of its agents, employees and subcontractors has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR'S duty is to exercise such care, skill, and diligence exercised by professionals engaged in the same profession optimally exercise under like circumstances. County has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter this Agreement. It is understood that acceptance of CONTRACTOR'S work by COUNTY shall not operate as a waiver or release. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

D.43. ENTIRE AGREEMENT.

D.43.1. This Agreement, together with its specific references and attachments, is the complete statement of the subject between the parties and takes the place of all prior discussions, negotiations, whether oral or written. This Agreement shall not be modified except in writing, signed by both parties. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.44. FEDERAL HEALTH CARE PROGRAM EXCLUSION

D.44.1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(F) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. Federal financial participation is not available for amounts expended for providers excluded by Medicare, Medicaid or the State Children's Insurance Program, except for emergency services.

D.44.2. CONTRACTOR hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part.

D.44.3. CONTRACTOR shall screen all staff employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible" or "Excluded" as defined hereunder. Screening shall be conducted against both the California "Medi-Cal Suspended and Ineligible List", and the United States, Health and Human Services, Office of Inspector General "List of Excluded Individuals/Entities" or any other list pursuant to 42 C.F.R. 438.214(d). CONTRACTOR shall screen prospective staff prior to hire or engagement.

D.44.4. CONTRACTOR and staff shall be required to disclose to COUNTY immediately any debarment, exclusion or other event that makes CONTRACTOR or any staff person an Ineligible or Excluded person. If the CONTRACTOR becomes aware that a staff member has become an Ineligible or Excluded person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, business or health care operations related to this Agreement.

D.44.5. CONTRACTOR shall indemnify and hold COUNTY harmless against any and all loss or damage COUNTY may suffer arising from any Federal exclusion of CONTRACTOR or its staff members from such participation in a Federally funded health care program.

D.44.6. Failure by CONTRACTOR to meet the requirements of this Section, D.44, shall constitute a material breach of Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

D.45. ENVIRONMENTALLY PREFERRED PRODUCTS POLICY

D.45.1. It is the policy of the Board of Supervisors of Del Norte County to provide for the procurement of environmentally preferable products, including reusable, reused, recycled, and composted products. The Del Norte County Board of Supervisors, its departments, staff, and contractors shall specify and utilize these products whenever practical.

D.46. INSURANCE PROVISIONS

D.46.1. If a medical or behavioral health professional is providing treatment in the recovery home and is not an employee of CONTRACTOR, or otherwise not included as an additional insured under CONTRACTOR's Medical Malpractice or Professional Liability insurance policy, the treating provider must maintain a policy of Medical Malpractice or Professional Liability insurance with limits equal to or greater than those required in this Agreement. Upon termination of this Agreement, the Provider and any treating providers shall maintain a Professional Liability or Medical Malpractice policy which shall insure against claims made relating to services performed during the term of the Agreement.

D.46.2. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums required by this Agreement, COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

D.46.3. Claims-made policies must be declared to and approved by the COUNTY's Risk Management division prior to the execution of this agreement.

D.46.4. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR.

D.46.5. For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary coverage as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR's insurance and shall not contribute with it.

D.46.6. Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except with written notice to COUNTY thirty (30) days prior to the policy's termination date.

D.46.7. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

D.46.8. CONTRACTOR shall furnish COUNTY with Certificates of Insurance including all required amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**EXHIBIT E
CONTRACT FOR BEHAVIORAL HEALTH SERVICES**

SPECIAL CONDITIONS

1. Compliance with Health Care Laws

CONTRACTOR agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of Services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.

2. No Discrimination In Level Of Services

As a condition for reimbursement, CONTRACTOR shall provide to and ensure that clients served under this Agreement receive the same level of Services as provided to all other clients served regardless of status or source of funding.

3. Nondiscrimination

- a) CONTRACTOR shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No.86 dated May 4, 1977
- b) CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder (Title 2 Section 7285 et seq.) The CONTRACTOR shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c) CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, access to programs or activities, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, ancestry, ethnic group identification, marital status, national origin, age, sex, sexual orientation, mental and/or physical disability, medical condition, genetic information per Title 45 CFR 92.8 and Government Code Section 11135.
- d) CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation Services.
- e) CONTRACTOR shall post a DHCS-approved nondiscrimination notice and language taglines in at least the top 16 non-English languages in the State (as determined by DHCS), as well as large print, explaining the availability of free language assistance services, including written translation and oral interpretation to understand the information provided, and the toll-free and TTY/TOY telephone number of the Contractor's member/customer service unit, as follows:
 - i. In all conspicuous physical locations where the CONTRACTOR interacts with the public.

4. Quality Assurance

CONTRACTOR agrees to conduct a program of quality assurance and program review that meets all requirements of the State Department of Health Care Services. CONTRACTOR agrees to cooperate fully with program monitoring or other programs that may be established by COUNTY to promote high standards of mental health care to clients at economical costs.

5. Compliance Certification

- a) CONTRACTOR shall certify in writing on an annual basis that it has complied with the following elements of this Agreement:
 - i. Exhibit D.30.: Conflict of Interest
 - ii. Exhibit E.6.: Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers
 - iii. Exhibit E.9.; Compliance Plan
 - iv. Exhibit E.10.: Cultural Competence Plan
 - v. Exhibit E.11.: Health Information Privacy and Security Policy and Training Program
 - vi. Exhibit E.13.: Disclosures - Conviction of Crimes / Ownership Interest of Greater than 5%
- b) CONTRACTOR shall produce evidence of the above requirements during annual monitoring, in conjunction with signing this Agreement.

6. Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers

At the time of securing a new employee or service provider, CONTRACTOR shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. On a monthly basis, CONTRACTOR shall conduct or cause to be conducted a screening of all employees, contractors or agents assuring that neither CONTRACTOR nor any of its employees, contractors or agents are listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers.

7. Medical Director Duties and Responsibilities

- a) Maintain a valid physician license to practice in the state of California.
- b) Complete a minimum of five (5) hours of continuing medical education in addiction medicine each calendar year.
- c) Annually complete a Code of Conduct. The Code of Conduct must include all elements of the Minimum Quality Drug Treatment Standards in compliance with Title 9 and Title 22 regulations including but not limited to;
 - i. Use of drugs and/or alcohol;
 - ii. Prohibition of social/business relationship with beneficiary's or their family members for personal gain;
 - iii. Prohibition of sexual contact with beneficiary's;
 - iv. Conflict of interest;
 - v. Providing services beyond scope;
 - vi. Discrimination against beneficiary's or staff;
 - vii. Verbally, physically, or sexually harassing, threatening, or abusing beneficiary's, family members or other staff;
 - viii. Protection beneficiary confidentiality;

- ix. The elements found in the code of conduct(s) for the certifying organization(s)
 - x. Cooperate with complaint investigations.
 - xi. Include printed name, signature, and date by each the Medical Director and a program representative.
 - xii. Submit a completed copy to the County on an annual basis.
- d) Annually complete Written Roles and Responsibilities pertaining to the Medical Director. Written Roles and Responsibilities must include all elements of the Minimum Quality Drug Treatment Standards in compliance with Title 9 and Title 22 regulations including but not limited to:
- i. Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.
 - ii. Ensure that physicians do not delegate their duties to non-physician personnel.
 - iii. Develop and implement medical policies and standards for the provider.
 - iv. Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards.
 - v. Ensure that the medical decisions made by physicians are not influenced by fiscal considerations.
 - vi. Ensure that provider's physicians are adequately trained to perform diagnosis of substance use disorders for beneficiaries, determine the medical necessity of treatment for beneficiaries and perform other physician duties
 - vii. Include printed name, signature, and date by each the Medical Director and a program representative.
 - viii. Submit a completed copy to the County on an annual basis.

8. Monthly Monitoring

- a) COUNTY shall, on a monthly basis, monitor the status of all providers to ensure they maintain active enrollment in the DMC program, including any changes to the CONTRACTOR facility. COUNTY shall send out a monthly attestation form to verify the following, but not limited to:
 - i. Facility's DMC enrollment certification status;
 - ii. Any changes in facility location, closure, remodel, ownership, and/or scope of services for the facility.
- b) The CONTRACTOR shall send the signed attestation form to the COUNTY within five (5) business of receiving the form.
- c) If the CONTRACTOR shall report any changes to the noted items above, the COUNTY shall report the changes to the Department of Health Care Services Provider Enrollment Division email, DHCSDMCRECERT@dhcs.ca.gov, within five (5) business days of notification or discovery.

9. Compliance Plan

- a) CONTRACTOR shall, at a minimum, adopt and comply with all provisions of the latest version of the Health Agency Compliance Plan and Code of Conduct–Contractor and Network Provider Version (“Compliance Plan”). CONTRACTOR may adopt and comply with an alternate Compliance Plan and Code of Conduct if granted written approval by the Health Agency Compliance Officer. CONTRACTOR shall adopt effective measures to enforce compliance with the Compliance Plan by its employees, contractors and

agents.

- b) Within thirty (30) calendar days of hire, and annually thereafter, CONTRACTOR, its employees, contractors and agents shall read the latest edition of the Health Agency Compliance Plan and Code of Ethics and complete related training provided by Contractor or the Health Agency.
- c) CONTRACTOR shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Compliance Plan, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement).

10. Compliance with County Cultural Competence Plan

- a) Consistent with the COUNTY Cultural Competence Plan, CONTRACTOR will provide Services that meet the cultural, ethnic and linguistic backgrounds of their clients, including but not limited to, access to services in the appropriate language and/or reflecting the appropriate culture or ethnic group. CONTRACTOR will use professional skills, behaviors, and attitudes in its system that ensures that the system, or those being seen in the system, will work effectively in a cross cultural environment. CONTRACTOR shall adopt effective measures to enforce compliance with the Cultural Competence Plan by its employees, contractors and agents.
- b) Within ninety (90) calendar days of hire, and annually thereafter, CONTRACTOR, its employees, contractors and agents shall read the latest edition of the Cultural Competence Employee Information Pamphlet and complete related training provided by the Health Agency.
- c) CONTRACTOR shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Cultural Competence Employee Information Pamphlet, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)

11. Health Information Privacy and Security Policy and Training Program

- a) CONTRACTOR shall provide health information privacy and security training to all employees as required by Title 22 of the California Code of Regulations, the Health Information Portability and Accountability Act of 1996, the California Medical Information Act, and as required by COUNTY.
- b) Within fifteen (15) calendar days of hire, and annually thereafter, CONTRACTOR, its employees, contractors and agents shall read the latest edition of the Confidentiality Agreement and HIPAA primer for CONTRACTOR Use, and complete related training provided by the Health Agency. CONTRACTOR may adopt and comply with an alternate Confidentiality Agreement, HIPAA Policy, and related training if granted written approval by the Health Agency Compliance Officer.
- c) CONTRACTOR shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Health Information Privacy and Security Policy, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)

12. Confidentiality

CONTRACTOR shall abide by all applicable local, State and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Welfare and Institutions Code sections 14100 et seq., and 5328 et seq.; section 431.300 et seq. of Title 42 Part 2 Subparts A-E of the Code of Federal

Regulations; the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162 and 164; and the provisions of Exhibit F of this Agreement, (the Business Associate Agreement). Any conflict between the terms and conditions of this Agreement and Exhibit F (the Business Associate Agreement) are to be read so that the more legally stringent terms and obligations of the CONTRACTOR shall control and be given effect. CONTRACTOR shall not disclose any client/patient identifying information, except as otherwise authorized by law.

13. Disclosures

- a) Pursuant to 42 CFR § 455.104 and 42 CFR § 455.106, CONTRACTOR shall submit the disclosures described in this section regarding the CONTRACTOR's ownership and control and convictions of crimes. CONTRACTOR must submit new or updated disclosures to the Health Agency prior to entering into or renewing the Agreement. CONTRACTOR shall submit an updated disclosure to the Health Agency within thirty-five (35) calendar days of any change of ownership, conviction of crime by a CONTRACTOR employee, or upon request of the Department. Disclosures as provided herein:
- b) For disclosure of 5% or More Ownership Interest, CONTRACTOR shall provide in writing the following:
 - i. The name and address of any person (individual or corporation) with an ownership or control interest in the contractor/network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
 - ii. Date of birth and Social Security Number (in the case of an individual);
 - iii. Other tax identification number, in the case of a corporation or other entity that uses a tax identification number for tax purposes;
 - iv. Whether the person (individual or corporation) with an ownership or control interest in the contractor/network provider is related to another person with ownership or control interest in the same or any other network provider of the Health Agency as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
 - v. The name of any other disclosing entity in which the CONTRACTOR or subcontracting network provider has an ownership or control interest; and
 - vi. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
- c) For disclosure of Conviction of Crime(s), CONTRACTOR shall provide in writing the following:
 - i. The identity of any person who is a managing employee of the CONTRACTOR who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
 - ii. The identity of any person who is an agent of the CONTRACTOR who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
 - iii. The CONTRACTOR shall supply the written disclosures to the COUNTY before entering into the Agreement and at any time upon the COUNTY's request.
 - iv. Network providers should submit the same disclosures to the COUNTY regarding the network providers' criminal convictions. Network providers shall

supply the disclosures before entering into the Agreement and at any time upon the Department's request.

14. Record keeping and reporting of services

- a) CONTRACTOR shall keep complete and accurate records for each client treated pursuant to this Agreement, which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, medication log, progress notes, program compliance, outcome measurement and records of services provided in sufficient detail to permit an evaluation of services, including timely access to such services, without prior notice. Such records shall comply with all applicable Federal, State, and COUNTY record maintenance requirements per Welfare and Institutions Code 14124.1.
- b) CONTRACTOR shall submit informational reports as required by COUNTY on forms provided by or acceptable to COUNTY with respect to CONTRACTOR's program, major incidents, and fiscal activities of the program.
- c) CONTRACTOR shall collect and provide COUNTY with all data and information COUNTY deems necessary for COUNTY to satisfy State reporting requirements, which shall include, without limitation, Medi-Cal Cost reports in accordance with Welfare and Institutions Code 5651(a)(4), 5664(a) and (b), 5705(b)(3), 5718(c) and guidelines established by DHCS. Said information shall be due no later than ninety (90) days after close of fiscal year of each year, unless a written extension is approved by the COUNTY. CONTRACTOR shall provide such information in accordance with the requirements of the Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable state manuals and/or training materials, and other written guidelines that may be provided by COUNTY to CONTRACTOR.

15. State Audits

- a) Pursuant to California Code of Regulations, Title 9, Section 1810.380, CONTRACTOR shall be subject to State oversight, including site visits and monitoring of data reports and claims processing; and reviews of program and fiscal operations to verify that medically necessary services are provided in compliance with said code and the Agreement between the State and COUNTY. If the CONTRACTOR is determined to be out of compliance with State or Federal laws and/or regulations, the State may require actions of the COUNTY to rectify any out of compliance issue, which may include financial implications. CONTRACTOR agrees to be held responsible for their portion of any action the State may impose on the COUNTY.
- b) The CONTRACTOR shall maintain full, complete sufficient books, records, documents, computers or electronic systems, management systems and procedures, or copies thereof, and other evidence necessary for DHCS to audit Agreement performance and compliance. The CONTRACTOR shall make these records available to SAMHSA, Inspectors General, the Comptroller General, DHCS, or any of their authorized representatives upon request, to evaluate the quality and quantity of Services, accessibility and appropriateness of Services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by COUNTY are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors.

16. Equipment

CONTRACTOR shall furnish all personnel, supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services pursuant to this Agreement with the exception of:

- i. All required Behavioral Health forms;

- ii. COUNTY may at its option and at COUNTY's sole discretion, elect to provide certain equipment which shall remain COUNTY property and be returned to the COUNTY upon earlier demand by or in no event later than the termination of the Contract. Contractor may at its option use COUNTY provided equipment for non-County clients as long as the equipment in any given instance is not for the sole use of non-County clients.

17. Other Employment

CONTRACTOR shall retain the right to provide services at another facility or to operate a separate private practice; subject, however, to the following prohibitions:

- i. No such private practice shall be conducted or solicited on COUNTY premises or from COUNTY-referred clients.
- ii. Such other employment shall not conflict with the duties, or the time periods within which to perform those duties, described in this Agreement.
- iii. The insurance coverage provided by the COUNTY or by the CONTRACTOR for the benefit of the COUNTY herein is in no way applicable to or diminished by any other employment or services not expressly set forth in this Agreement.

18. State Department of Health Care Services Contract

CONTRACTOR agrees that this Agreement shall be governed by and construed in accordance with the laws, regulations and contractual obligations of COUNTY under its agreement with the State Department of Health Care Services to provide specialty mental health services to Medi-Cal beneficiaries of Del Norte County. (Medi-Cal Specialty Mental Health Services, Welfare and Institutions Code section 5775).

19. Use of Information Provided by the Social Security Administration

CONTRACTOR shall comply with all conditions required under the Social Security Administration agreement with the California Department of Health Care Services.

20. License Information

CONTRACTOR agrees that all facilities and staff including, but not limited to, all professional and paraprofessional staff used to provide Services will maintain throughout the term of this Agreement, such qualifications, licenses, registrations, certifications, and/or permits as are required by state or local law. CONTRACTOR shall provide COUNTY a written list of all licensed/registered/waivered or certified persons who may be providing Services under this Agreement. The list shall include the name, title, professional degree, license number, and NPI number.

21. Professional Licensing Waiver Requirements

CONTRACTOR shall comply with Department of Mental Health (DMH) Letter No 02-09 regarding waivers for professional licensing of all psychologists, clinical social workers, licensed professional clinical counselors, or marriage and family therapists employed by, or under contract to, COUNTY.

22. Gifts

Gifts may not be charged to this Agreement, whether to CONTRACTOR staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established COUNTY procedures.

23. Violations and Deviations

- a) If the COUNTY discovers any practice, procedure, or policy of the CONTRACTOR which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program conducted pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of service, COUNTY may require corrective action, withhold payment in whole or in part, or terminate this Agreement immediately. If COUNTY notifies CONTRACTOR that corrective action is required, CONTRACTOR shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless COUNTY notifies CONTRACTOR that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.
- b) CONTRACTOR shall notify the COUNTY immediately should CONTRACTOR or its agents be investigated for, charged with, or convicted of a health care related offense. During the pendency of any such proceedings, CONTRACTOR shall keep the COUNTY fully informed about the status of such proceedings and shall consult with the COUNTY prior to taking any action which will directly impact the COUNTY. This Agreement may be terminated immediately by COUNTY upon the actual exclusion, debarment, loss of licensure, or conviction of CONTRACTOR or its agents of a health care offense. CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY for any loss or damage resulting from the conviction, debarment, or exclusion of CONTRACTOR or its agents.

24. Reports of Death, Injury, Damage, or Abuse

- a) Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement and involving COUNTY's clients, CONTRACTOR shall immediately notify the COUNTY's Behavioral Health Administrator by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including:
 - i. Name and address of the injured /deceased person;
 - ii. Time and location of the incident;
 - iii. Names and addresses of CONTRACTOR's employees and/or agents who were involved with the incident;
 - iv. Names of COUNTY employees, if any, involved with the incident; and
 - v. Detailed description of the incident.
- b) Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code § 11164, et seq. CONTRACTOR shall require that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements
- c) Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code § 15600 Code, et seq.). CONTRACTOR shall require that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

25. Trafficking Victims Protection Act of 2000

- a) CONTRACTOR shall comply with Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 as amended (22 U.S.C. 7104(g)) as amended by section 7102. For full text, see:
<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>
- b) CONTRACTOR, CONTRACTOR's employees, and subcontractors shall not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect.
 - ii. Procure a commercial sex act during the period of time that the Agreement is in effect.
 - iii. Use forced labor in the performance of the award or sub-awards under the Agreement.
- c) CONTRACTOR shall:
 - i. Immediately notify the COUNTY's Behavioral Health Administrator, by telephone, in the event they receive any information from any source alleging a violation of a prohibition in Section 9.a of this Exhibit.
 - ii. Include the requirements of paragraph a. of this section in any Subcontract awarded under this Agreement.
- d) Violation of any of these provisions is cause for immediate termination of the Agreement.

26. Disclosure of Unusual Incidents

CONTRACTOR shall notify the COUNTY's Behavioral Health Administrator, by telephone, of the violation of any provision of this Agreement within twenty-four (24) hours of obtaining reasonable cause to believe such a violation occurred. Notice of such violation shall be confirmed by delivering to the COUNTY's Behavioral Health Administrator, within seventy-two (72) hours of obtaining a reasonable cause to believe that such violation occurred, a written notice which shall describe the violation in detail. CONTRACTOR shall comply with state law and the COUNTY's policies and requirements concerning the reporting of unusual occurrences and incidents.

27. Standard for Security Configurations, if applicable

- a) CONTRACTORS accessing COUNTY's electronic health records system shall abide by and implement the standard Security Configurations below. The CONTRACTOR shall configure its computers with the applicable United States Government Configuration Baseline (USGCB) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.
- b) The CONTRACTOR shall ensure IT applications operated on behalf of the COUNTY are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The CONTRACTOR shall test applicable product versions with all relevant and current updates and patches installed. The CONTRACTOR shall ensure currently supported versions of information technology products meet the latest USGCB major version and subsequent major versions.
- c) The CONTRACTOR shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.
- d) The CONTRACTOR shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.
- e) The CONTRACTOR shall ensure that its subcontractors (at all tiers) which perform work under this Contract comply with the requirements contained in this clause.

- f) The CONTRACTOR shall ensure that computers which store Protected Health Information (PHI) and/or Personally Identifiable Information (PII) locally have hard drive encryption installed and enabled.
- g) For those CONTRACTOR accessing COUNTY's electronic health records system, COUNTY shall not provide the CONTRACTOR with computer hardware support in connection with the performance of this Agreement. The COUNTY shall provide the CONTRACTOR with necessary electronic health records software support in connection with the performance of this Agreement. The COUNTY and CONTRACTOR shall be aware of and exclusively responsible for all legal implications of the County providing the CONTRACTOR with any Computer support in connection with the performance of this Agreement.

28. Charitable Choice

- a) CONTRACTOR shall not use any money provided under this Agreement for any inherently religious activities such as worship, sectarian instruction, and proselytization. In regard to rendering assistance, CONTRACTOR shall not discriminate against an individual on the basis of religion, a religious belief, or refusal to actively participate in a religious practice. If an individual objects to the religious character of a program, CONTRACTOR shall provide a secular alternative at no unreasonable inconvenience or expense to the individual or the COUNTY.
- b) CONTRACTOR shall comply by 42 Code of Federal Regulations, Part 54.
- c) CONTRACTOR shall submit documentation annually showing the total number of referrals necessitated by religious objection to other alternative substance use disorder activities. This information must be submitted to the COUNTY by September 1st of each year, including the September 1st after the termination of this Agreement. The annual submission shall contain all substantive information required by the COUNTY and be formatted in a manner prescribed by Department of Health Care Services (DHCS).
- d) CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Nondiscrimination and Institutional Safeguards for Religious Providers USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

29. No Unlawful Use or Unlawful Use Messages Regarding Drugs

CONTRACTOR agrees that information produced through funds allocated under this Agreement, 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. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-1199.3). CONTRACTOR agrees that it shall enforce, and shall require its agents, including contractors, to enforce these requirements.

30. Restriction on Distribution of Sterile Needles

CONTRACTOR agrees that no Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

31. Byrd Anti-Lobbying Amendment (31 USC 1352)

COUNTY certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. COUNTY shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

32. Grievances and Program Complaints

a) Discrimination Grievances

- i. The CONTRACTOR shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law.
- ii. The CONTRACTOR shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The CONTRACTOR shall not require a beneficiary to file a Discrimination Grievance with the CONTRACTOR before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.
- iii. The CONTRACTOR shall provide information to all beneficiaries and potential beneficiaries on how to file a Discrimination Grievance with:
 - A. The CONTRACTOR and DHCS if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
 - B. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability.

b) Program Complaints

- i. All complaints received by the CONTRACTOR regarding a DMC provider shall be forwarded to MCBHD within two (2) business days as follows:

DHCS
Medi-Cal Behavioral Health Division
1500 Capitol Avenue, MS# 2623
Sacramento, CA 95814
- ii. CONTRACTOR shall Report suspected Medi-Cal Fraud
 - Online: <https://www.dhcs.ca.gov/individuals/Pages/StopMedi-CalFraud.aspx>
 - By email: fraud@dhcs.ca.gov
 - By phone: 1-800-822-6222
 - By mail:

Medi-Cal Fraud Complaint – Intake Unit
Audits and Investigations
PO Box 997413, MS 2500
Sacramento, CA 95899-7413

c) Complaints for licensed, adult alcoholism or drug abuse recovery or treatment facilities,

or Alcohol and/or Other Drug (AOD) Certified Treatment Facilities shall be addressed to:

Department of Health Care Services
Licensing and Certification Division
P.O. Box 997413., MS# 2601
Sacramento, CA 95899-7413

Email: SUDcomplaints@dhcs.ca.gov
Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at:
<http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>.

- d) The CONTRACTOR shall be responsible for investigating complaints and providing the results of all investigations to DHCS by secure, encrypted e- mail to:
MCBHDmonitoring@dhcs.ca.gov within two business days of completion.

33. Tribal Communities and Organizations

The CONTRACTOR shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the CONTRACTOR's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the COUNTY.

ATTACHMENT F
COUNTY OF DEL NORTE BUSINESS ASSOCIATE AGREEMENT

This Addendum applies to services involving access to Protected Health Information on behalf of the County of Del Norte. Such access may include the provision of medical, dental, pharmaceutical, psychological, psychiatric or any other service in which a client's health information could at some point be used or disclosed to the CONTRACTOR. For the purposes of this Addendum, the CONTRACTOR is deemed a "business associate" of the COUNTY. This Addendum complies with federal privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

1. CONTRACTOR shall comply with, and assist the COUNTY in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 45 Code of Federal Regulations (CFR) parts 5b; 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule".
2. CONTRACTOR may use or further disclose any Protected Health Information, provided by or obtained on behalf of the COUNTY, to perform functions, activities or services as specified in this Addendum, provided that such use or disclosure does not violate the Privacy Rule as it applies to the COUNTY.
3. CONTRACTOR shall not use or disclose Protected Health Information other than as permitted or required by this Addendum or as required by State or Federal Regulations.
4. CONTRACTOR shall use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for in this Addendum.
5. CONTRACTOR shall report to the COUNTY any use or disclosure of Protected Health Information not provided for in this Addendum of which it becomes aware.
6. CONTRACTOR shall ensure that any agent, including subcontractors, with whom it shares (creates, receives, provides) Protected Health Information on behalf of the COUNTY, agrees to applicable restrictions and conditions with respect to such information.
7. CONTRACTOR shall provide access, at the request of the COUNTY, and in the time and manner designated by the COUNTY, to Protected Health Information in a Designated Record Set, to the County or, as directed by the COUNTY, to an Individual in order to meet the requirements of 45 CFR 164.524.
8. CONTRACTOR shall make any amendment(s) to Protected Health Information, pursuant to 45 CFR 164.526, at the request of the COUNTY or an Individual, and in the time and manner designated by county policies and procedures in compliance with the Privacy rule.
9. CONTRACTOR shall document and make available such disclosures of Protected Health Information required to provide an accounting of disclosures, at the request of an Individual, in accordance with 45 CFR 164.528.
10. CONTRACTOR shall make internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of the COUNTY, available to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by

the COUNTY or the Secretary, for the purposes of determining compliance with the Privacy Rule.

11. A breach by CONTRACTOR of any provision of this Addendum, as determined by the COUNTY, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the contract by the COUNTY.

- A. Except as provided in subparagraph B of this section, upon termination of this Addendum for any reason, CONTRACTOR, including agents and subcontractors, shall return or destroy all Protected Health Information received from the COUNTY, or created and received by CONTRACTOR on behalf of the COUNTY. CONTRACTOR, its agents and subcontractors shall retain no copies of the Protected Health Information.
- B. If return and destruction is not feasible, CONTRACTOR shall provide the COUNTY notification of the conditions that make return or destruction unfeasible. Upon mutual agreement between CONTRACTOR and the COUNTY, CONTRACTOR shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures to those purposes that make return or destruction infeasible, for so long as CONTRACTOR, or any agents or subcontractors, maintains Protected Health Information.

12. The Parties agree to amend this Addendum from time to time as necessary for the COUNTY to comply with the requirements of the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

EXHIBIT A

Evidence Based Practices

Seeking Safety

Seeking Safety is a present-focused treatment for clients with a history of trauma and substance abuse, listed on SAMHSA's National Registry of Evidenced-Based Programs and Practices (NREPP). This modality is delivered by MFTs in group and individual settings, and was chosen due to the prevalence of prior trauma (including domestic violence) in our population.

Seeking Safety focuses on coping skills and psycho-education and has five key principles:

1. Safety as the overarching goal (helping clients attain safety in their relationships, thinking, behavior, and emotions).
2. Integrated treatment (working on both posttraumatic stress disorder (PTSD) and substance use disorder at the same time).
3. A focus on ideals to counteract the loss of ideals accompanying both PTSD and substance abuse.
4. Four content areas: cognitive, behavioral, interpersonal, and case management.
5. Attention to clinician processes (helping clinicians work on counter-transference, self-care, and other issues).

Results from trials showed significant improvements in substance use (both alcohol and drug), trauma-related symptoms, suicide risk, suicidal thoughts, social adjustment, family functioning, problem solving, depression, cognitions about substance use, and didactic knowledge related to the treatment. Seeking Safety has been used successfully with clients from the population of focus since 2006 it is associated with increased engagement.

Motivated Interviewing

Motivational Interviewing (MI) is an evidence-based strategy designed to address ambivalence to change. According to SAMHSA's Center for Substance Abuse Treatment, "MI is a client-centered, directive method for enhancing intrinsic motivation to change (by exploring and resolving ambivalence) that has proven effective in helping clients clarify goals and commit to change". MI can also be modified to meet the special circumstances of clients with co-occurring disorders (COD).

Cognitive Behavioral Therapy (CBT)

Cognitive Behavioral Therapy is a form of psychotherapy proven in numerous clinical trials to be effective for a wide variety of disorders. Therapists help clients to overcome their difficulties by changing their thinking, behavior, and emotional responses. Outcomes include decreases in: Post Traumatic Stress Disorder, symptoms, self-blame, problem behaviors, and depression. CBT is a strategy used in group and one-on-one sessions. This approach informs services provided by counselors, as counselor and client work together as a team to identify and solve problems.

Family Team Meetings

Family Team meetings are modeled on Family Group Decision Making (FGDM), an approach recognized by the California Evidence Based Clearinghouse that positions the "family group" as leaders in decision-making. FTMs are convened every thirty (30) days, led by the Program Manager and engaging informal and formal support, including counselors, therapists, social worker, MD, etc. along with identified social supports (family, friends, clergy, etc.). Through this process, the "family group" (the client, their families, their support networks, and community members) is given the opportunity to develop recovery plans. Since the "family group" is involved, the plans have a greater likelihood of being family-centered, reflective of the family

group's culture and strengths, and comprehensive. The intent of these plans is to resolve the issues endangering both clients' and their family members' health and wellbeing. This strengths-based practice is appropriate for mothers in recovery, many of whom have children in the Child Welfare System. The process emphasizes recovery capital by strengthening family support networks, increasing social connections, supporting effective community-based recovery support services, and respecting the client as an asset in his/her own recovery. This is important, both to increase attractiveness of the service and effectiveness as it fosters strength, self-worth, and capability in the individuals' own recovery process.

Interactive Journaling (Change Companies)

The Change Companies curricula are designed not only to enable programs to implement leading behavioral-change research, but to do so in a way that is accessible, meaningful and motivational for the program participant. Curricula are delivered in education groups at Hope House and SPRTP. Interactive Journals deliver core behavior-change content combination with targeted questioning designed to engage participants in exploring risks, needs and skill deficits, as well as strengths, resources and solutions to problem behaviors. Clients are provided a set of workbooks (up to 15 if authorized for 90 days) upon entry into the program which are split out for the duration of their program. They retain those completed when they are discharged from the program.

Managing Co-occurring Disorders Curriculum

This twelve-lesson format provides a focal point for specific treatment of adults with co-occurring disorders. The program utilizes twelve (12) workbooks (20-50 pages) to offer a cognitive behavioral approach using reading, journaling, and discussion, all of which are delivered by the group facilitator using motivational interviewing. This also utilizes the Stages of Change to elicit change talk by the client in moving from pre-contemplation to maintenance of their disorders through participation in our program. The twelve (12) core sessions include; 1) Orientation, 2) Responsible Thinking, 3) My Individual Change Plan, 4) Values, 5) Substance Use Disorders, 6) Handling Difficult Emotions, 7) Life skills, 8) Healthy Relationships, 9) Maintaining Positive Change, 10) Mental Health Disorders, 11) Transition, and 12) Employment Skills.

Living In Balance Curriculum

Living in Balance is an NREPP recognized, evidence-based psycho-educational treatment program published by Hazelden, supported by the National Institutes of Drug Abuse (NIDA). Living in Balance (LIB): Moving From a Life of Addiction to a Life of Recovery is a manual-based, comprehensive treatment program that emphasizes relapse prevention. LIB consists of a series of 1.5- to 2-hour psycho-educational and experiential training sessions. LIB can be delivered on an individual basis or in group settings with relaxation exercises, role-play exercises, discussions, and workbook exercises. The psycho-educational sessions cover topics such as drug education, relapse prevention, available self-help groups, and sexually transmitted diseases (STDs). The experientially based or interactive sessions are designed to enhance the client's level of functioning in certain key life areas that are often neglected with prolonged drug use: physical, emotional, and social well-being, adult education opportunities, vocational development, daily living skills, spirituality/recovery, sexuality, and recreation/leisure. These sessions include a large amount of role-play with time to actively process personal issues and learn how to cope with everyday stressors.