

July 2020-June 2021
Modoc County Behavioral Health

**GRANITE WELLNESS CENTERS
AGREEMENT**

THIS AGREEMENT, made and entered into this **1st day of July 2020**, by and between the **COUNTY OF MODOC**, a political subdivision of the State of California, ("**COUNTY**") and **GRANITE WELLNESS CENTERS**, incorporated in the State of California ("**CONTRACTOR**").

WHEREAS, COUNTY has appropriated **\$50,000.00** during the Fiscal Year **2020-2021** as the need for intensive and continuing care residential treatment for residents of Modoc County experiencing alcohol and other drug related problems; and

WHEREAS, CONTRACTOR is a residential facility in the State of California licensed by the State Department of Alcohol and Drug Programs or the State Department of Health Care Services, and is qualified and willing to provide said services.

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

TERM

The term of this Agreement shall be from **July 1, 2020 through June 30, 2021** with an allowed amount.

CONTRACTOR'S RESPONSIBILITIES

1. Scope of Work

CONTRACTOR shall perform those program and support services as found in Attachment A, Scope of Work/Rate of Pay, incorporated herein by reference.

2. Confidentiality

CONTRACTOR shall maintain confidentiality of any and all data collected and of individuals. Pursuant to Title 42, Code of Federal Regulations and all relevant Welfare and Institution Codes, CONTRACTOR shall hold in confidence any and all information about Modoc County clients. CONTRACTOR acknowledges and agrees that CONTRACTOR is a covered entity under the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act and the regulations promulgated pursuant thereto found at 45 CFR Parts 160 and 164 (the "Privacy Rule"). CONTRACTOR shall abide by all requirements of the Privacy Rule, including the requirements regarding uses and disclosures of protected health information (as that term is defined in the Privacy Rule) to any third parties.

3. Nondiscrimination

In the performance of the work authorized under this agreement, CONTRACTOR shall not employ discriminatory practices in employment, or in the provision of services, in any respect or in any manner forbidden by law.

4. Provisions for Religious Providers

CONTRACTOR shall be responsible for knowing and adhering to the requirements of Title 42, Code of Federal Regulations, Part 54: Nondiscrimination and Institutional Safeguards for Religious Providers. CONTRACTOR shall not employ discriminatory practices against individuals on the basis of religion. Religious organizations shall be equally eligible for receipt of contracts with COUNTY for the provision of alcohol and drug treatment or recovery services. CONTRACTOR is required to establish a referral process to a reasonably accessible program for those clients who may object to the religious nature of the program, and CONTRACTOR shall not use funds provided through this contract for religious program content.

5. Adherence to Applicable Disability Law

CONTRACTOR shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (42 USC, Sections 12101, et seq.), California Government Code Sections 12920 et seq., and all related state and local laws.

6. Drug Free Work Place

CONTRACTOR shall adhere to state and federal law requiring the Drug-Free Work Place Act of 1990, including Government Code section 8350 et seq.

7. Audits

CONTRACTOR agrees that all expenditures of state and federal funds to CONTRACTOR pursuant to this agreement are subject to audit by COUNTY, state, and/or federal agencies. CONTRACTOR agrees to arrange for and provide COUNTY with a copy of any independent audit reports completed that are applicable to the fiscal year of the Agreement.

8. Licenses and Certifications

CONTRACTOR warrants that it and all its employees providing or supervising services under this Agreement have all necessary licenses, permits, and certificates to provide services, as required by applicable state and federal laws, rules and regulations. CONTRACTOR agrees to maintain said licenses, permits, and certificates in good standing for the duration of this Agreement.

9. Monitoring

CONTRACTOR agrees to extend to the Modoc County Alcohol and Drug Administrator (Behavioral Health Deputy Director), the State Department of Health Care Services or their designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR's programs in order to ensure compliance with the terms and conditions of this Agreement.

If requested by COUNTY to complete the Modoc County Substance Use Services Provider Self Audit, CONTRACTOR agrees to complete and submit the Self Audit to

COUNTY prior to a specified due date, which is generally 30 days from the date the Self Audit tool is received by CONTRACTOR.

10. Client Progress Reports

CONTRACTOR shall send to COUNTY, upon date of discharge for each client, a written summary of the client's progress in treatment that specifically addresses the items included in the treatment/recovery plan and any unresolved issues to be addressed by follow-up. CONTRACTOR shall also provide information on client progress during the course of treatment when CONTRACTOR is contacted by COUNTY staff requesting an update on client progress.

11. Administrative and Financial Records to be Maintained:

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. All such records, kept by CONTRACTOR shall be made available to COUNTY or its authorized representative, or officials. State or Federal agencies for review or audit during normal business hours. All supporting records shall be maintained for seven years or until all Audits and Appeals are completed, whichever is later.

12. Client Records to be Maintained:

CONTRACTOR shall retain client records for a minimum of ten (10) years from the date of the last face-to-face contact.

At the time of admission maintain a copy in the client treatment record of CalOMS admissions form that identifies Modoc County as the county paying for services. Use the two-digit county code for Modoc County (25) when completing item ADM-10 (County Paying for Services) on the CalOMS admission form. Use the last four-digits of your state assigned Provider I.D. number when completing ADM-10 (Special Services Contract ID).

13. Certification of Common Rule for Nonprocurement Suspension and Debarment

CONTRACTOR has in place policies, procedures, and practices to ensure that CONTRACTOR is not excluded from receiving Federal funding, and is not listed on the System for Award Management (SAM) [<https://www.sam.gov/portal/SAM/##11>]. During the course of the contract period, CONTRACTOR will notify COUNTY immediately of any suspension or debarment resulting in inclusion on the SAM.

14. Tuberculosis Services

CONTRACTOR has in place policies, procedures, and practices to ensure compliance with the terms of Title 45, Code of Federal Regulations, Part 96, Section 96.127 with regard to the provision of tuberculosis services.

15. Continuing Education for Employees

CONTRACTOR has in place policies, procedures, and practices to ensure compliance with the terms of Title 45, Code of Federal Regulations, Part 96, Section 96.132(b) with regard to the provision of continuing education for employees.

16. Trafficking Victims Protection Act

CONTRACTOR, CONTRACTOR'S employees, subcontractors and subcontractors' employees may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procure a commercial sex act during the period of time that the award is in affect; or
- c) Use forced labor in the performance of the award or subawards under the award.

CONTRACTOR must inform authorized COUNTY official immediately of any information received from any source alleging a violation of a prohibition of the TVPA.

CONTRACTOR will conduct periodic training on the provisions of the TVPA, and maintain documentation of attendance. CONTRACTORS' staff will be assigned the training based on their roles and job functions.

COUNTY will immediately terminate, without penalty, the contract with any provider who has violated the TVPA. The provider will be notified of the termination in writing.

17. Invoices and Required Documentation

CONTRACTOR shall submit to COUNTY a monthly claim form/invoice within twenty (20) days following provision of services, and shall provide the following documentation with each monthly claim form/invoice.

- Name of client(s) and the number of days charged during the billing period. CONTRACTOR shall charge for the day of entry into the program **or** the day of discharge from the program, but not both.

18. Indemnification

CONTRACTOR agrees at all times to defend, indemnify, hold harmless and provide all legal defense and related services to Modoc County, its officers, agents and/or employees for any and all claims, expenses, demands, causes of action, liability, loss or injury, regardless of their nature or character, in any manner whatsoever related to or arising out of the fulfillment of this agreement unless the proximate cause of such claims, expense, demand, cause of action, liability, loss or injury is the sole negligence of Modoc County.

19. Insurance

CONTRACTOR shall provide and maintain in full force during the entire term of this agreement comprehensive general liability and property damage insurance in the amount of no less than one million dollars (\$1,000,000.00) per person per incident. CONTRACTOR further agrees to file a Certificate of Insurance with the Modoc County Executive Officer/Risk Management. Said certificate shall name the County of Modoc, its officer, agents and/or employees as additional insured and will provide ten (10) days prior written notice by the insurance company to the County of cancellation, intent not to renew, or material change in coverage. CONTRACTOR shall provide and maintain in

full force and effect during the entire term of this agreement a Worker's Compensation insurance and employees liability insurance policy as required by law.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability – One Million Dollars (\$1,000,000) each occurrence.
- b. Vehicle/Bodily Injury combined single limit vehicle bodily injury and property damage liability – Five Hundred Thousand Dollars (\$500,000) each occurrence. (Clause is void if CONTRACTOR shall not be required to transport individuals or travel while performing services as outlined in this agreement. Existing vehicle liability shall be submitted in lieu of the above for COUNTY reports.)

20. Repayment

CONTRACTOR agrees that CONTRACTOR is responsible for the repayment of all audit exceptions and disallowances taken by State or Federal agencies related to services provided by CONTRACTOR under this agreement. Unallowable costs will be refunded to COUNTY either by cash refund or by offset to a subsequent claim.

21. Independent Contractor

The CONTRACTOR is an independent contractor and not an officer, agent, or employee of the COUNTY.

22. Financial Arrangements

The maximum financial obligation for the term of this agreement shall not exceed Fifty Thousand Dollars (\$50,000.00). The rate of payment for specific services is found in Attachment A, Scope of Work/Rate of Payment. COUNTY shall not be liable for payment of services by CONTRACTOR for any client for whom COUNTY has not given prior approval for payment. Approved services will be payable on the 20th day of the month following service upon receipt of claim form/invoice from the CONTRACTOR by Modoc County Behavioral Health.

23. Federal Funding

CONTRACTOR understands that federal Substance Abuse Prevention and Treatment (SAPT) funds (93.959) may be used by COUNTY for payment of services pursuant to this contract. COUNTY will notify CONTRACTOR of the amount of federal funds used when invoices are paid. If CONTRACTOR receives more than \$500,000 in federal funding from any source during the term of this contract, CONTRACTOR is subject to the requirements of OMB Circular A-133, including requirements for an external independent audit. CONTRACTOR agrees to provide COUNTY with a copy of any external audit reports covering the term of this agreement.

CONTRACTOR also understands that SAPT funds are the payment of last resort for services for tuberculosis, HIV, and services for pregnant and parenting women.

24. Termination

This agreement may be canceled by either party upon a 30-day written notice actually received by the notified party. The addresses for the purpose of giving said notice are as follows:

**Modoc County
Board of Supervisors**
205 S. East Street
Alturas, CA 96101

**Modoc County
Behavioral Health**
441 North Main Street
Alturas, CA 96101

Granite Wellness Centers
PO Box 6028
Auburn, CA 95604

25. Title

It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide with said disk.

26. Jurisdiction and Venue

This agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Modoc County, California.

27. Subcontracting and Assignment

The rights, responsibilities and duties under this agreement are personal to the CONTRACTOR and may not be subcontracted, transferred, or assigned without the express prior written consent of COUNTY.

28. Amendment

This agreement may be amended or modified only by written agreement of the parties hereto.

29. Governing Law and Venue

This agreement shall be governed and construed in accordance with the laws of the State of California. Venue for any suit, action, or proceeding shall be in Modoc County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereunto stated.

Modoc County Behavioral Health:

Granite Wellness Centers:

Stacy Sphar, RN, PHN, BSN
Director of Behavioral Health

Ariel Lovett
CEO

Approved as to Form:

County of Modoc:

Margaret Long
Modoc County Counsel

Chairperson
Modoc County Board of Supervisors

Attest:

Tiffany Martinez
Clerk of the Board

Attachment A

Agreement Between County of Modoc and Granite Wellness Centers
SCOPE OF WORK/RATE OF PAY

1. **Description of Services:** PROVIDER agrees to provide licensed alcohol and other drug recovery facility services for individuals referred by Modoc County Behavioral Health Services.

A. Alcohol and drug recovery facility services are defined for the purpose of this contract as a community-based residential facility that provides food, shelter, and certain services in a supportive substance-free environment.

B. The services include:

- Detox and Residential
- Perinatal Detox and Perinatal Residential
- Perinatal Residential w/ 1 child
- Perinatal Residential w/ children
- Transitional Living (This does not include food or transportation)

C. Detox and Residential services are provided at two locations:

159 Brentwood Dr.
Grass Valley, CA 95945

12125 Shale Ridge Dr.
Auburn, CA 95602

D. If PROVIDER is required to provide transportation to medical visit or prescriptions for individuals referred through this contract; COUNTY agrees to reimburse PROVIDER for the cost of services.

2. **Rate of Pay:**

Detox/Residential Treatment –

- Residential \$176.00
- Detox (Withdrawal Management) \$176.00
- Woman w/ 1 child @ \$20.00 a day (add to above rates)
- Woman w/ 2 children @ \$30.00 a day (add to above rates)

Transitional Housing

- \$30.00 per day, no food included
- Children are \$25.00 monthly

Outpatient Treatment –

- Individual and Group Sessions @ \$3.13 per minute

Perinatal Outpatient Treatment –

- Individual /1.5 hour group / 3 hr group @ \$3.13 per minute

Drug Testing –

- 6 panel: \$25

- EtG: \$40
 - 6 + EtG: \$50
 - 6 + EtG + Mtd + Coc: \$60
 - Methadone: \$15
 - Cocaine: \$10
-
- Ancillary Charges – this is a fee based amount for any medications the clients may need during detox or residential where other payment arraignments cannot be made. In the past we have taken on these charges and are not part of our contracted rates.