



AGENDA ITEM NO.  
C-7

# COUNTY OF HUMBOLDT

For the meeting of: June 28, 2011

Date: June 8, 2011

To: Board of Supervisors

From: Phillip R. Crandall, Director *KR for PC*  
Department of Health and Human Services-Mental Health Branch

Subject: Approval of the Agreement between Humboldt County and Fortuna Community Services, D.B.A. "HART" for Driving Under the Influence Programs for Fiscal Years 2011-12 through 2013-14.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Agreement between County of Humboldt and Fortuna Community Services, D.B.A., Humboldt Alcohol Recovery Treatment (HART) for Fiscal Year 2011-12; and
2. Authorize the Chair to execute three (3) copies of the Agreement effective July 1, 2011; and
3. Direct the Clerk of the Board to return two (2) copies of the executed agreement to the Department of Health and Human Services, Mental Health Branch Administration.

SOURCE OF FUNDING:

Alcohol and Drug Fund

DISCUSSION:

Prepared by Laura Knight Administrative Analyst II

*Cheryl Dillingham*  
CAO Approval

REVIEW: Auditor MM County Counsel KR Personnel \_\_\_\_\_ Risk Manager 4 Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**  
 Upon motion of Supervisor Cherden Seconded by Supervisor Smiley  
 Ayes Cherden, Loree, Smiley, Bass, Sundberg  
 Nays \_\_\_\_\_  
 Abstain \_\_\_\_\_  
 Absent \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. : C-13, B-4, C-16, C-12, C-5  
 Meeting of: 7-8-08, 6- 22- 04, 6-28-05, 6-27-06, 6-12-07

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: June 28 2011  
 By: Kathy Hayes  
 Kathy Hayes, Clerk of the Board

Humboldt County Adult Behavioral Health and Recovery Services, Alcohol and Other Drug Programs has a mission to provide quality substance abuse treatment based upon best practices. The intent of the services provided by the Fortuna Community Services' Humboldt Alcohol Recovery Treatment Services (HART) is to eliminate the behavior of driving under the influence of drugs and/or alcohol. These services further educate and counsels the client regarding the harmful consequences of substance abuse and driving under the influence of drugs and alcohol for the individual and the community at large.

The State of California licenses programs and requires counties to designate providers for Driving Under the Influence Programs. The Fortuna Community Services' Humboldt Alcohol Recovery Treatment Services (HART) is authorized by the County and licensed by and operated under general regulations established by the State Department of Alcohol and Drug Programs. Since 1991 HART has been a designated provider of driving under the influence program, fulfilling the State requirement to provide this service.

HART provides alcohol and other drug education and counseling service for persons whose license to drive has been administratively suspended or revoked. The Program assists clients in recognizing their level of chemical dependency, acquaints them with life problems associated with chemical dependency, and aids in their recovery. HART has demonstrated expertise and competence in alcohol treatment that further our mission throughout the Humboldt County community. HART is a California State licensed Driving Under the Influence program that meets requirements with the State of California Department of Motor Vehicles.

This agreement provides for payment to the Mental Health Branch for services of monitoring, the HART Program, to assure compliance with State and Federal regulations.

This Agreement is required due to the expiration of the previous Agreement on June 30, 2011.

FINANCIAL IMPACT:

Fortuna Community Services (HART) is self-supported by client fees. They receive no funds from the County. Fortuna Community Services agrees to pay the County a monitoring fee. Payment to the County will not exceed \$5,400 for each Fiscal year of this agreement; this revenue is included in the proposed budget for DHHS – Mental Health Branch, Alcohol and Other Drug Programs budget unit 1180-425 for Fiscal Year 2011-12. There is no impact to County General Fund.

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board can choose not to approve this Agreement; however the DHHS – Mental Health Branch does not recommend this alternative.

ATTACHMENTS:

Agreement between County of Humboldt and Fortuna Community Services, HART Program (3 copies).

**AGREEMENT  
BY AND BETWEEN  
HUMBOLDT COUNTY  
AND  
FORTUNA COMMUNITY SERVICES  
D.B.A. HUMBOLDT ALCOHOL RECOVERY TREATMENT (HART)  
FOR FISCAL YEARS 2011-2014**

This Agreement, made and entered into this 28 day of June, 2011, at Eureka, California, by and between Humboldt County, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Fortuna Community Services D.B.A. Humboldt Alcohol Recovery Program (*a non-profit*) hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY through its Department of Health and Human Services, Mental Health Branch, desires to provide the services of alcohol and drug counseling and treatment; and

WHEREAS CONTRACTOR is a licensed and/or certified drug treatment program as defined by the State of California and is willing and able to provide these services to COUNTY's clients.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

As set forth in Exhibit A, attached hereto and incorporated by reference.

2. NO TERMS NOT INCLUDED:

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties

regarding the subject matter of this Agreement.

3. TERM:

The term of this Agreement shall be from July 1, 2011 and shall continue through June 30, 2014, unless sooner terminated as provided herein.

4. TERMINATION:

A. Breach of Contract -- COUNTY may immediately suspend or terminate this Agreement in whole or in part, where, in its sole discretion, the determination is made that there is:

- i. An illegal or improper use of funds;
- ii. A failure to comply with any term of this Agreement;
- iii. A substantially incorrect or incomplete report submitted; or
- iv. Improperly performed service.

B. Without Cause -- This Agreement may be terminated by either party without cause as follows:

- i. If terminated by CONTRACTOR, termination shall require sixty (60) days advance written notice of such intent to terminate. The notice shall state the effective date of the termination.
- ii. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice; except that COUNTY shall take into consideration the welfare of COUNTY's clients/patients and make allowance for the treatment needs of its clients.

5. NOTICES:

Any and all notice(s) required to be given pursuant to the terms of this Agreement may be given personally or by registered mail addressed to either COUNTY or CONTRACTOR at the following addresses:

COUNTY: Humboldt County Department of Health and Human Services

Mental Health Branch  
Attention: Alcohol and Drug Administrator  
720 Wood Street  
Eureka, California 95501

CONTRACTOR: Director  
Fortuna Community Services  
HART Program  
2331 Rohnerville Road  
Fortuna, CA 95540

6. ATTORNEY FEE ON BREACH:

CONTRACTOR and COUNTY each agree that in the event any action, suit or proceeding be commenced to complete the performance of this Agreement or to seek damages for breach thereof, it will pay reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to the prevailing party, to be awarded and fixed by the court, and to be taxed as cost and to be included in the judgment thereon rendered.

7. PAYMENT:

CONTRACTOR will reimburse COUNTY for services pursuant to this Agreement not to exceed the maximum amount of five thousand, four hundred dollars (\$5,400) per State fiscal year for any of the fiscal years covered by this contract.

In order to obtain the continued services of CONTRACTOR, COUNTY may adjust the maximum amount through a written amendment to this Agreement. Specific payment terms and conditions are set forth in Exhibit B, attached hereto and incorporated herein by reference.

8. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default that may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR the repayment of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

9. AUDITS:

CONTRACTOR shall be subject to the examination and audit of the State Auditor and Bureau of State Audits for period of three (3) years after final payment under this Agreement pursuant to Government Code sections 8546.7 and 10527, at CONTRACTOR's expense. CONTRACTOR shall hold COUNTY harmless for any liability resulting from said audit.

10. CONTROL REQUIREMENTS:

CONTRACTOR shall establish written accounting procedures consistent with the following requirements where applicable:

- (a) Health & Safety Code, Division 10.5, commencing with Section 11760, including but not limited to, Health & Safety Code Sections 11812, 11817.8, 11818, 11837.1 and 11837.6;

- (b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- (c) Government Code Section 16367.8;
- (d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- (e) Title 42 United States Code (USC), Sections 300x-21 through 300x-35;
- (f) Title 31 USC Sections 7501 through 7507 and the Single Audit Act Amendments of 1996 (31 USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised on June 27, 2003;
- (g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- (h) Title 42, CFR, Sections 8.1 through 8.34; and
- (i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances

CONTRACTOR shall be familiar with the above laws and regulations where applicable.

11. REPORTING

CONTRACTOR agrees to provide COUNTY with any reports that may be required by County, State or Federal agencies for compliance with this Agreement.

12. MONITORING:

CONTRACTOR shall permit COUNTY, the State, the State Department of

Health Care Services, U.S. DHHS, Comptroller General of the United States, or other authorized state or federal agencies and representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement. CONTRACTOR shall allow COUNTY, the State, the State Department of Health Care Services, U.S. DHHS, the Comptroller General of the United States, and other authorized state or federal agencies and representatives to review and copy any and all books and records maintained by the CONTRACTOR related to the services performed under this Agreement at any time during normal business hours. Unannounced visits may be made at the discretion of the State. Employees who might reasonably have information related to such records may be interviewed.

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

CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

13. ASSIGNMENT:

Neither party shall assign its obligations under this Agreement without the prior written consent of the other party. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement.



14. SUBCONTRACTING:

CONTRACTOR shall not subcontract for any services without prior written approval of COUNTY.

15. LOCATION EXPANSION:

CONTRACTOR shall not provide services under this Agreement at a location other than those locations it uses as of the date of this Agreement without prior written permission by COUNTY.

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, retirement benefits, worker's compensation and injury leave or other leave benefits.

17. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a Nuclear Weapons Contractor.

18. COMPLIANCE WITH LAWS:

CONTRACTOR agrees that all professional level persons employed by CONTRACTOR have met applicable professional licensure requirements pursuant to the California Welfare and Institutions and Business and Professions Codes. CONTRACTOR further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards and any other applicable standards or criteria established locally or by the State or Federal governments.

CONTRACTOR agrees to comply with all applicable terms and conditions of COUNTY's Standard Agreement Number 10-NNA12 with the State of California Department of Alcohol and Drug Programs (ADP) and any subsequent agreement COUNTY has with ADP regarding the same subject matter.

CONTRACTOR agrees to comply with all pertinent state and federal statutes and regulations, including but not limited to the Americans with Disabilities Act. Compliance with the Americans with Disabilities Act, includes, but is not limited to, the following areas:

- A. Whatever written information is provided regarding its programs will also be provided in alternate formats, including Braille, large print audio recording, and electronic formats, upon request.
- B. Enter into contracts or make other arrangements with qualified sign language and oral interpreters to ensure their availability when required for effective communication with persons who are deaf or hard of hearing. The type of aid that will be required for effective communication will depend on the individual's usual method of communication, and the nature, importance, and duration of the

communication at issue. In many circumstances, oral communication supplemented by gestures and visual aids, an exchange of written notes, use of a computer or typewriter, or use of an assistive listening device may be effective. In other circumstances, qualified sign language or oral interpreters are needed to communicate effectively with persons who are deaf or hard of hearing. The more lengthy, complex, and important the communication, the more likely it is that a qualified interpreter will be required for effective communication with a person whose primary means of communication is sign language or speech reading.

- C. If CONTRACTOR operates a hotline to take telephone calls of an emergency nature, CONTRACTOR shall ensure that it provides equivalent service for persons who use TTY's including providing direct-connection service for TTY users with hotline operators, without requiring TTY users to call through a third party operator, such as through the state or local Telecommunication Relay procedures, and provide the training necessary to ensure effective communication by Hotline staff with direct-connection callers using TTY's, as well as the training necessary to respond to callers who use the Telecommunication Relay Services.
- D. Survey facilities used as shelters or designated as potential shelters – or for counseling, job training, education, clothing or household provisioning, or other aspects of programs- to ensure that adequate arrangements are available for potential clients and family members with disabilities, including adults and children who have mobility impairments, who are blind or have low vision, and who are deaf or hard of hearing.

- E. Have written procedures and modify, as appropriate, eligibility criteria, to ensure that no person with a disability is turned away from a shelter or otherwise denied the opportunity to benefit from the services of CONTRACTOR's program on the basis of disability.
- F. Have written procedures to ensure that persons with disabilities who use service animals are not denied or discouraged from participating in CONTRACTOR's program, are able to be housed and served in an integrated environment, and are not separated from their service animals while participating in the program even if pets are normally not permitted in the facilities where such programs are conducted. The procedures will not unnecessarily segregate persons who use service animals from others but may take into account the potential presence of persons who, for safety or health reasons, should not be in contact with certain types of animals.
- G. Have written procedures to ensure that reasonable modifications are made to the CONTRACTOR's program when necessary for a client or family member with a disability to participate in such Programs, unless doing so would fundamentally alter the nature of the program.
- H. Have written policies to ensure that despite any "drug-free" policy of CONTRACTOR's program, persons with disabilities who use medication prescribed for their use are able to continue using such medication while participating in such Programs or being housed in a shelter.

19. VENUE AND APPLICABLE LAW:

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 Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

20. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or policy referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

21. NONDISCRIMINATION:

CONTRACTOR shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, religion, sexual preference, or physical, sensory, cognitive, or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (as amended); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; and Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section 10800.

During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, mental or physical handicap, medical conditions, marital

status, age (over 40), sexual preference, or sex. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination. This policy does not require the employment of unqualified persons.

CONTRACTOR and its subcontractors will comply with the Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2, California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR will give written notice of its obligation under this clause to labor organizations with which they have a collective bargaining or other agreement.

CONTRACTOR agrees to post in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act [42 USC 2000(e)] in conformance with Federal Executive Order No. 11246, Section 503 of the Rehabilitation Act of 1973 (as amended) and the affirmative action clause required by the Vietnam Era Veterans' readjustment Assistance Act of 1974 (38 USC 4212). CONTRACTOR agrees to comply with the provisions of the Rehabilitation Act of 1973 (Section 503) (29 USC 794).

CONTRACTOR will 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 Welfare Agency, effective

June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

22. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGE REGARDING DRUGS

Any information produced by CONTRACTOR pursuant to 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 (Health & Safety Code Section 11999).

23. RECORDS:

CONTRACTOR shall maintain sufficient books, records, documents, and other evidence necessary for the COUNTY and State to audit contract performance and contract compliance. CONTRACTOR shall make these records available to the COUNTY and State, 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 the reasonableness, allowableness, and allocation of costs incurred by CONTRACTOR. All records must be capable of verification by qualified auditors.

CONTRACTOR shall maintain statistical, clinical and financial records in the manner provided by the State Department of Alcohol and Drug Programs and make such records available to COUNTY as required by the Humboldt County Alcohol and Drug Administrator, and the California State Department of Alcohol and Drug Programs.

A. Fiscal Records -- if applicable, CONTRACTOR shall maintain accurate records of its costs and operating expenses. Such records of costs, expenditures and

reimbursements shall be maintained for at least five (5) years from the close of the State's fiscal year during which services were provided, or until audit findings are resolved, whichever is later. Such records shall be open to inspection by the Humboldt County Alcohol and Drug Administrator, the Humboldt County Auditor-Controller, the Humboldt County Grand Jury, the State Controller, and the State Director of the Department of Alcohol and Drug Programs or any of their designees.

- B. Clinical Records -- if direct patient or client treatment services have been provided, CONTRACTOR shall maintain accurate and legible clinical/medical records in accordance with the California Code of Regulations, Title 9, Division 4. CONTRACTOR shall maintain medical records for at least seven (7) years from the close of the State's fiscal year during which services were provided, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. All such records shall be considered confidential patient records in accordance with California Welfare and Institutions Code, Section 5328, and Code of Federal Regulations, Title 42-Public Health, Part 2, regarding confidentiality of alcohol and drug abuse patient records. Clinical records shall contain sufficient detail to make possible an evaluation by the Humboldt County Alcohol and Drug Administrator or designee or the State Department of Alcohol Drug Programs, and shall be kept in accordance with the rules and regulations of the California Code of Regulations, Title 22 and Title 9.



24. CONFIDENTIALITY OF RECORDS:

In the performance of this Agreement, CONTRACTOR may receive confidential information. CONTRACTOR agrees to protect the confidentiality of all DHHS clients and patients in conformance with, but not limited to, the California Welfare and Institutions Code Sections 827, 5328, and 10850, the California Confidentiality of Medical Information Act, California Health & Safety Code sections 1280.15 and 130203 as applicable, the United States Health Information Portability and Accountability Act of 1996 ("HIPAA") and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH"), and their implementing regulations, the Code of Federal Regulations, Title 42, Part 2, and as appropriate Title 45 of the Code of Federal Regulations section 205.50 and other relevant codes.

CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed by the CONTRACTOR, its employees, agents, or Subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

CONTRACTOR shall comply with all applicable state and federal statutes and regulations regarding confidentiality, including, but not limited to, the applicable confidentiality and security of information requirements in the following:

1. 42 USC Section 290 dd-2
2. Title 42, CFR Part 2
3. Title 45, CFR Part 96, Sec. 96.132(e)

4. Title 42, USC 1320(a)
5. Title 42, USC 1320(d)-1320(d)(8)
6. Welfare and Institutions Code Section 14100.2, which is specific to Medi-Cal.
7. Health & Safety Code Sections 11812 and 11845.5
8. Title 22, California Code of Regulations, Section 51009, which is specific to Medi-Cal
9. Title 45, CFR Parts 160, 162, and 1645 – the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules
10. Civil Code Section 56 through 56.37 – Confidentiality of Medical Information Act
11. Health & Safety Code Section 123110 through 123149.5 – Patient Access to Health Records
12. Civil Code Section 1798.85 – Confidentiality of Social Security Numbers

25. INSURANCE:

- a. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the CONSULTANT is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- b. Without limiting CONSULTANT'S indemnification obligations provided for herein, CONSULTANT shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONSULTANT, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
2. Automobile/Motor liability Insurance with a limit of liability of not less than one million dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned", "hired", and "non owned" vehicles or coverage for "any auto".
3. Workers Compensation and Employers Liability Insurance providing workers' compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars per accident for bodily injury and disease.
4. Professional liability insurance/errors and omission coverage including coverage in an amount no less than One Million Dollars (\$1,000,000) for each occurrence (Three Million Dollars (\$3,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Contractor shall require that the afore mentioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

5. Insurance Notices:

County of Humboldt  
Attn: Risk Management  
825 5<sup>th</sup> Street, Room 131  
Eureka, CA 95501

A. c. **Special Insurance Requirements.** Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

- (1) The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.

- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
  - c. Is primary insurance as regards to County of Humboldt.
  - d. Does not contain a pro-rata, excess only, and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
- (2) The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 13. It is further understood that CONSULTANT shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
  - (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  - (4) For claims related to this project, the CONSULTANT'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONSULTANT'S insurance and will not be called upon to contribute with it.
  - (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
  - (6) CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONSULTANT under this Contract.
  - (7) COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONSULTANT shall be required to purchase additional coverage to meet the aggregate limits set forth above.

26. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

CONTRACTOR shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss,

damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

27. MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the County Department of Health and Human Services or his/her designee.

28. PROTOCOLS:

Both parties recognize that a number of protocols must be negotiated to make this Agreement specific. In regard to all such protocols, they shall be agreed to by COUNTY's Alcohol and Drug Administrator and CONTRACTOR.

29. DRUG FREE WORKPLACE CERTIFICATION:

By signing this Agreement, CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

A. Publish a statement notifying employees that unlawful manufacture, distribution,

dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

- B. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:
- i. the dangers of drug abuse in the workplace,
  - ii. CONTRACTOR's policy of maintaining a drug-free workplace,
  - iii. any available counseling, rehabilitation and employee assistance programs, and
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(c) that every employee who works on the Agreement:
- i. will receive a copy of CONTRACTOR's drug-free policy statement, and
  - ii. will agree to abide by the terms of CONTRACTOR's statement as a condition of employment on the Agreement or grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and CONTRACTOR may be ineligible for award of future state contracts if the Department determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

30. PATIENT'S RIGHTS:

The parties to this Agreement shall comply with applicable laws, regulations and

State policies relating to patient's rights.

31. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service CONTRACTORS whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

32. UTILIZATION REVIEW:

COUNTY, through its Alcohol and Drug Administrator, may designate a person(s) to perform a utilization and/or professional standards review of all clients for which it is expected to make reimbursement.

33. COST REPORT:

CONTRACTOR shall submit an unaudited end of the fiscal year final cost report summarizing all costs incurred providing services for COUNTY-linked patients during the fiscal year. This will occur no later than ninety (90) days following the close of the fiscal year. Final Cost Report shall meet the specifications of the mandated cost reporting requirements of COUNTY, pertaining to that fiscal year.

34. DETERMINATION OF ABILITY TO PAY:

If so directed by the Alcohol and Drug Administrator of COUNTY, CONTRACTOR shall determine client's share of cost using the State's Uniform Method of Determining the Ability to Pay, relaying to COUNTY the results of such determination. This shall be done any time there is a demonstrable change in client's financial status but no less than annually. CONTRACTOR avers that inability to pay shall be no bar to CONTRACTOR's services. However, CONTRACTOR further agrees that unwillingness to pay may bar services (except in emergencies) following consultation with COUNTY. COUNTY agrees to provide training in the determination of ability to pay.

35. AMENDMENT

This agreement may be amended at any time during the term of this agreement upon the written mutual consent of both parties.

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IN WITNESS WHEREOF, the parties hereto have entered into this agreement as  
of the day and date first above written.

**County of Humboldt**

**Contractor**

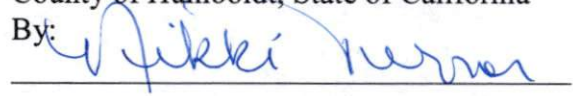
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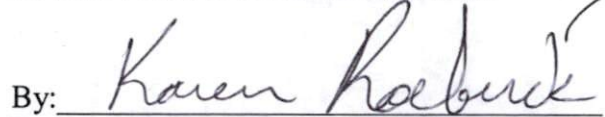
Chair, of the Board of Supervisors


KATHY HAYES

Clerk of the Board of Supervisors of the  
County of Humboldt, State of California

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


APPROVED AS TO LEGAL FORM:

By:   
Deputy County Counsel

  
Name

  
Title

APPROVED AS TO INSURANCE:

  
Risk Manager

  
Name

  
Title

[Two corporate officers must sign.]

## EXHIBIT A SCOPE OF SERVICES

The Alcohol and Other Drug Dual Recovery Program has a mission to provide quality substance abuse treatment based upon current practice and/or evidence-based practice to aid the individual and family members in the recovery process resulting in improved functioning, relationships, and quality of life. For the past several years Fortuna Community Services' Humboldt Alcohol Recovery Treatment (HART) has demonstrated expertise and competence in alcohol/drug treatment that further our mission throughout the Humboldt County community. The services that HART will provide for contract fiscal years 2011-2012 through 2013-2014 specifically are:

**CONTRACTOR shall offer the following services to COUNTY clients:**

Provide 6 Week Wet and Reckless Program, including;

- One individual intake discussing program regulations
- 6 – 2 hour education classes on substance use/abuse/addiction

Provide 15 Week First Offender Program, including;

- One individual intake discussing program regulations
- 10 – 2-hour education classes on substance use/abuse/addiction
- 5 – 2 hour process groups on substance use/abuse/addiction
- One mid-point individual interview
- One substance use/abuse/addiction level assessment (done within first 90 days)
- One individual exit interview for program feed back;
- Individual substance abuse counseling as needed by request of client and staff availability

Provide 6 Month Enhanced First Offender Program, including;

- One individual intake discussing program regulations
- 6 – 2-hour education classes on substance use/abuse/addiction
- 20 – 1 ½ -hour process groups on substance use/abuse/addiction
- 12 - ¼ hour individual interviews
- One substance use/abuse/addiction level assessment (done within first 90 days)
- One individual exit interview for program feed back;
- Individual substance abuse counseling as needed by request of client and staff availability

Provide 9 Month Enhanced First Offender Program, including;

- One individual intake discussing program regulations
- 6 – 2-hour education classes on substance use/abuse/addiction
- 30- 1 ½ -hour process groups on substance use/abuse/addiction
- 17 – ¼ -hour individual interviews

- One substance use/abuse/addiction level assessment (done within first 90 days)
- One individual exit interview for program feedback
- Individual substance abuse counseling as needed by request of client and staff availability

**Provide 18 Month Multiple Offender Program including:**

- One individual intake discussing program regulations
- 6 – 2-hour education classes on substance use/abuse/addiction
- 35 – 1 ½ -hour process groups on substance use/abuse/addiction
- 26 - ¼ hour individual interviews
- 6- 1 hour follow up groups (Re-entry)
- One substance use/abuse/addiction level assessment (done within first 90 days)
- One individual exit interview for program feed back
- Individual substance abuse counseling as needed by request of client and staff availability

**CONTRACTOR shall offer the above-described services to the following client population(s) only:**

Humboldt County Residents who have been convicted by a court in the State of California for driving-under-the influence.

**These services are expected to benefit the client in the following way(s):**

The intent of these services is to eliminate the behavior of driving under the influence of drugs and/or alcohol, by developing an awareness of the harmful consequences of said behavior for the individual and the community at large.

**CONTRACTOR shall provide COUNTY with reports documenting the services rendered on a monthly basis. CONTRACTOR will notify COUNTY of any current or anticipated difficulty in providing services, or if the services do not appear to be providing the anticipated benefit to the client.**

**CONTRACTOR shall maintain current licenses and/or certifications as follows:**

State of California Department of Alcohol and Other Drug Programs Driving-Under-the-Influence Program License

**Service Outcomes:**

Fortuna Community Services (HART Program) will provide driving-under-the-influence treatment services to Humboldt County residents who have been court ordered by the State of California for said services.

**PAYMENT**

**A. COMPENSATION**

Unless beyond the power of the CONTRACTOR, no later than the fifth (5<sup>th</sup>) working day of each month, CONTRACTOR shall pay COUNTY an amount equal to one-twelfth (1/12<sup>th</sup>) of five thousand, four hundred dollars (\$5,400).