Butte County Board of Supervisors
Agenda Transmittal

Subject: Contract Amendment with Tri County Treatment (TCT) for Treatment and Transitional Reentry Services

Department: Probation
Contact: Shawnie Hurte Phone: 530.538.2053

Meeting Date Requested: June 25, 2019

Regular Agenda ☐ Consent Agenda ☑

Department Summary: (Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background as necessary).

The California Department of Corrections and Rehabilitation (CDCR) developed a Male Community Reentry Program (MCRP) to achieve prison population reduction benchmarks, as ordered by the Court. The MCRP is a voluntary program for male inmates committed to State prison to serve the end of their sentences in the community in lieu of confinement in State prison. The MCRP provides or arranges linkage to a range of community-based rehabilitative services that assist with substance use disorders and/or mental health issues. In addition, the MCRP provides educational, employment, and housing support.

Since 2015, the Probation Department, in collaboration with TCT, has provided services for 208 participants, with 149 successfully completing the MCRP. Participants have completed 1,343 hours of community service, and 150 have found stable housing and employment or income, resulting in $69,197 in restitution being paid by participants while in the MCRP.

The Department recommends amending the contract with TCT for continued services. The contract amendment extends the term by one year, through June 30, 2020, and increases the maximum amount payable amount by $1,277,500 for FY 2019-20, not-to-exceed $4,473,450. All other terms and conditions remain the same.

Fiscal Impact:
Funding for this contract amendment is provided by CDCR. There is no impact to County General Fund.

Personnel Impact:
None

Action Requested:
Approve contract amendment and authorize the Chair to sign.

Administrative Office Review: Andy Pickett, Deputy Chief Administrative Officer

Revised: April, 2019
AMENDMENT TO CONTRACT
GREATER THAN $25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

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Original Completion Date: 6/30/19
Revised Completion Date: 6/30/20

Description of Additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

Page 3, 5. FINANCIAL PROVISIONS, B. Compensation, shall read: The maximum amount payable under this agreement shall not exceed FOUR MILLION, FOUR HUNDRED SEVENTY THREE THOUSAND, FOUR HUNDRED AND FIFTY DOLLARS ($4,473,450.00), and shall consist of funding from CDCR for the MCRP.

Page 26, EXHIBIT “B” RATE AND METHOD OF PAYMENT shall be replaced with the attached EXHIBIT “B” REVISED RATE AND METHOD OF PAYMENT.

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

COUNTY

Steve Lambert, Chair
Board of Supervisors

CONTRACTOR

Jody Alsdfur, Manager
Tri County Treatment

Contracts Division

County Counsel
# EXHIBIT “B”
## REVISED RATE AND METHOD OF PAYMENT

### FISCAL YEARS:
- DECEMBER 1, 2015 THROUGH JUNE 30, 2016
- JULY 1, 2016 THROUGH JUNE 30, 2017
- JULY 1, 2017 THROUGH JUNE 30, 2018
- JULY 1, 2018 THROUGH JUNE 30, 2019
- JULY 1, 2019 THROUGH JUNE 30, 2020

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</table>

**Total Budget Amount**

| $4,473,450.00 |

*Maximum Daily Bed Use is the maximum amount of beds available for this program in the provider’s facility.*

** Leap Year

From 12/01/2015 through 12/31/2017, budgets are based on fixed costs and shall not decrease if MCRP participant placement falls below twenty (20) beds.

***Effective November 1, 2017 an additional twenty (20) beds shall be paid at the per diem rate per bed.

****Effective January 1, 2019 an additional $5.00 for transportation services provided to MCRP participants may be billed per diem per participant, not to exceed $36,200 for FY 2018/2019 and not to exceed $73,000 for FY 2019/2020.

The total agreement shall not exceed $4,473,450.00.
On or prior to the tenth of each month, Provider shall provide an invoice of outstanding charges from the preceding month with a report attached of activity for that month. The report shall identify the below:

- Name of MCRP participant served
- Number of days MCRP participant resided in the MCRP facility

Provider shall forward original invoice and copies of all supporting documentation to County at the address listed below:

Butte County Probation Department  
Attention: Fiscal MCRP  
42 County Center Drive  
Oroville, CA 95965

Upon receipt and approval of monthly statements from Provider, County shall authorize payment to Provider in the amount shown on the invoice.
MEMORANDUM OF UNDERSTANDING
BETWEEN
BUTTE COUNTY
PROBATION DEPARTMENT
AND
TRI COUNTY TREATMENT
FOR THE PROVISION OF MALE REENTRY PROGRAM
FY 2015/2016 through FY 2017/2018

This agreement is entered into as of December 1, 2015 by and between the Butte County Probation Department hereinafter referred to as “County” and Tri County Treatment hereinafter referred to as “Provider”.

WHEREAS, the County has a need for licensed treatment facility services for the Male Community Reentry Program hereinafter referred to as “MCRP” to serve male inmates hereinafter referred to as “MCRP participants”; and

WHEREAS, the Provider is a Residential Alcohol or Drug Abuse Recovery and Treatment 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;

NOW, THEREFORE,

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

1. PURPOSE

A. The California Department of Corrections and Rehabilitation hereinafter referred to as “CDCR”, Division of Rehabilitative Programs hereinafter referred to as “DRP” has developed the MCRP, which shall provide or arrange linkage to a range of community-based, rehabilitative services that assist with substance use disorders, mental health care, medical care, employment, education, housing, family reunification, and social support. The MCRP is designed to help MCRP participants successfully reenter the community from prison and reduce recidivism. The MCRP is a voluntary program for MCRP participants who have approximately 120 days left to serve. The MCRP allows eligible MCRP participants committed to state prison to serve the end of their sentences in the community in lieu of confinement in state prison.

B. Provider shall provide residential services to MCRP participants and administer the operation of residential services in accordance with the conditions detailed in this Agreement.
C. Residential services shall be provided at the Licensed Residential Alcohol or Drug Abuse Recovery and Treatment Facility hereinafter referred to as "MCRP facility", located at 2740 Oro Dam Boulevard in Oroville, CA 95966.

2. SCOPE OF WORK

A. County hereby engages Provider to perform, and Provider hereby agrees to perform for County, the services set forth in Exhibit "A", attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.

3. TERM OF AGREEMENT

A. This Agreement shall remain in full force and effect from December 1, 2015 through June 30, 2018 (31 months). Notwithstanding anything stated to the contrary herein, this Agreement shall expire on the Completion Date unless the Completion Date is modified by written amendment to this Agreement.

4. TERMINATION

A. This Agreement may be terminated by either party at any time by giving at least thirty (30) days prior written notice to the other party. Authorized costs incurred by the Provider will be reimbursed up to the date of termination.

B. This Agreement may be terminated by County immediately;

1. If County determines that:

   a) Any Federal, State, and/or County funds are not available for this Agreement or any portion thereof; or

   b) Provider has failed to initiate services within the time and manner provided upon the commencement of this Agreement; or

   c) Provider has failed to comply with any of the provisions of this Agreement in accordance with County, State, and Federal regulations, laws and policy; or

   d) Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services.
e) Agreements exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Agreement shall automatically terminate on the date that the term exceeds three years. Amendments to this Agreement, or new Agreements for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors; or

f) In accordance with termination for default if the Provider does not meet the requirements as stipulated in this Agreement.

5. **FINANCIAL PROVISIONS**

A. General. The Provider shall comply with all requirements necessary for reimbursement as established by County, Federal, State, and local statutes, laws, ordinances, rules, regulations, manuals, policies, guidelines, and directives. Under no circumstances can the total Maximum Agreement Amount of this Agreement be increased or decreased without a properly executed written Amendment.

B. Compensation. The maximum amount payable under this agreement shall not exceed ONE MILLION, FIVE HUNDRED FIFTY-FIVE THOUSAND, NINE HUNDRED AND FIFTY DOLLARS ($1,555,950.00) and shall consist of funding from CDCR for the MCRP. Notwithstanding any other provisions of this Agreement, in no event shall County pay Provider more than the Maximum Agreement Amount for Provider's performance hereunder during the term of this Agreement.

C. Established Maximum Allowable Rates: Notwithstanding any other provision of this Agreement, County shall not be required to pay Provider more than the unit charge/rate as identified on the Rate and Method of Payment set forth in Exhibit "B", attached hereto and incorporated herein by reference. In no event will the County agree to pay Provider more than the maximum allowable rate for twenty MCRP participants per day.

6. **INSURANCE REQUIREMENTS**

A. Provider shall procure, maintain and comply with all provision of County's Standard Insurance Requirements for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which
may arise from, or be in connection with the performance of the Work hereunder by Provider, Provider’s agents, representatives, employees and sub-contractors. At the very least, Provider shall maintain the insurance coverages, limits of coverage, and other insurance requirements set forth in Exhibit “C”, attached hereto and incorporated herein by reference.

7. GENERAL PROVISIONS

A. Liaison Personnel. Liaisons in each agency will be responsible for initiating and maintaining continuous collaboration between the two agencies on a regular basis to maintain the most efficient and effective procedures to carry out this Agreement. Any disputes arising from this Agreement shall be referred to the Provider’s Program Manager and the Chief Probation Officer for settlement.

B. Sub-contracting. Provider is not allowed to sub-contract with other agencies and individuals that meet the professional criteria of services to be provided in this Agreement unless approval and written consent is provided by the County’s Chief Probation Officer and/or Assistant Chief Probation Officer.

C. No Delegation or Assignment. Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the Agreement in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

D. Responsibility for Audit Exceptions. It being understood by the parties hereto that the funding source is a State appropriation, and it being further understood that Provider is responsible for administering services as described herein, Provider agrees to accept responsibility for receiving, replying to and/or complying with audit exceptions which may occur during the performance of this Agreement related to the description of services, as specified in Exhibit “A” and Exhibit “B”.

E. Non-Discrimination. Provider will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status or physical or mental handicap. Provider will comply with Executive order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CAR Part 60).

F. Independent Provider. Provider is an independent Provider, working under
his/her own supervision and direction and is not a representative or employee of County. Provider agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.

G. Confidentiality and Ownership. The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Provider, and the Provider shall not disclose any information, whether developed by the Provider or given to the Provider by the County.

H. Indemnification. Provider agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Provider, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Provider hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Provider or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Provider shall be liable to County for any loss of or damage to County property arising out of or in connection with Provider’s negligence or willful misconduct.

I. Changes to the Agreement. Changes to this Agreement may only be approved by written amendment to this Agreement.

J. Provider’s Standard of Care. County has relied upon the professional ability and training of the Provider as a material inducement to enter into this Agreement. Provider hereby warrants that all of Provider’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Provider’s work by County shall not operate as a waiver or release.

K. Compliance with Laws. Provider shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

L. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the County of Butte.
8. NOTICES

A. All notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be addressed to liaisons as follows:

| PROVIDER: | Program Liaison | Jody Alsdurf, Program Manager  
2740 Oro Dam Boulevard  
Oroville, CA 95966  
tctstaff@gmail.com |
|-----------|----------------|---|
|           | Phone: 533-5272  
Fax: 533-5821 |

| COUNTY:  | Program Liaison | Greg Lynch, Assistant Chief Probation Officer  
42 County Center Drive  
Oroville, CA 95965  
glynch@buttecounty.net |
|-----------|----------------|---|
|           | Phone: 538-7661  
Fax: 538-6826 |

| Fiscal Liaison | Shawnie Hurte, Admin. Analyst, Supervisor  
42 County Center Drive  
Oroville, CA 95965  
shurte@buttecounty.net |
|----------------|---|
|                | Phone: 538-2053  
Fax: 538-6826 |
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first above written.

Steven K. Bordin, Chief Probation Officer  
Butte County Department of Probation  
11/06/15  
Date

Jody Alsdurf, Program Manager  
Tri County Treatment  
11/10/15  
Date

Doug Teeter, Chair  
Butte County Board of Supervisors  
12/3/15  
Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE

O. Heath  
General Services Contracts Division  
11/23/15  
Date

REVIEWED AS TO FORM  
BRUCE S. ALBERT  
Butte County Counsel  
11/24/15  
Date

By

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J. The Provider shall include reasonable accommodations for MCRP participants with disabilities, in accordance with Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. Section 12131.

K. The Provider shall have in effect at all times and available for review, an approved Conditional Use Permit (CUP) for the facility location. If a CUP is not required by the local government, the Provider shall acquire a letter from the city/county stating a CUP is not required and that the location is not in violation of any requirements.

L. The Provider shall maintain throughout the term of the Agreement, an approved zoning letter issued from the facility's city/county. The zoning letter shall be signed by an official of the city or county indicating that the facility location is not in violation of any zoning requirements and that the city/county does not object to the services being provided at the specified location.

M. The Provider shall have documented evidence that demonstrates the MCRP facility is in compliance with applicable local use ordinances as well as applicable building sanitation, health, safety and fire codes.

N. Public transportation shall be within one-half mile walking distance of the MCRP facility. Under no circumstances shall the Provider provide monetary funds to MCRP participants for transportation and/or any other purposes.

O. The Provider shall furnish the MCRP facility with equipment and furnishings suitable to operate the program.

P. The Provider shall provide a drug-free work environment for the safekeeping, care, and program needs of residing MCRP participants. All MCRP participants shall be required to participate in random breathalyzer and/or urinalysis testing for alcohol and drugs at least once a week.

Q. The Provider shall maintain communication with County staff and the MCRP participant at least monthly and/or as needed to share information.

R. The Provider shall comply with all applicable laws, rules and regulations regarding confidentiality of MCRP participant records and information.

2. ADMINISTRATIVE

A. The Provider shall maintain a written description and an organizational chart that outlines the structure of authority, responsibility, and accountability within the MCRP facility and within the Provider's organization. County reserves the right to request a copy of the Provider's organizational chart at any time.
B. MCRP participants shall be housed in a single MCRP facility and the Provider shall ensure the MCRP facility is operating within the guidelines of this Agreement. Providers providing more than one program at the MCRP facility shall ensure the facility has sufficient physical and operational barriers so the MCRP participants do not co-mingle with other non-MCRP participants or programs. MCRP participants shall not share: sleeping areas, programming and service schedules, or dining times, with non-MCRP participants. MCRP participants shall be afforded the same comparable standards of living conditions as non-MCRP participants.

1. This requirement may be waived by the County with approval from the DRP Deputy Director if the Provider is providing wrap around services for state parolees and/or providing services for approved non-MCRP participants that have been approved by the County and DRP Deputy Director in writing.

C. County and CDCR reserves the right to review the criminal history of non-MCRP participants residing in the facility. The Provider shall be responsible for ensuring that the County is notified within 15 days of an intent to accept other non-MCRP programs and/or MCRP participants at the MCRP Facility. Written approval must be obtained by County from the Deputy Director of DRP or designee for any mixed populations (e.g. county, city, federal, private entity programs, etc.) prior to accepting other non-MCRP programs and/or participants at any MCRP facility.

D. The County and/or Deputy Director of DRP or designee shall have the right to access and review facility procedures at any time. Any proposed procedural changes, particularly involving facility security, shall be approved by the Deputy Director of DRP. Emergency changes shall be communicated to the Deputy Director of DRP as soon as is practical by County.

E. The Provider shall develop and maintain individual treatment files for substance abuse treatment. All files shall be located in a locked, secure area to prevent unauthorized access.

F. The Provider shall have clearly defined access levels; as approved by County, which shall identify who has access to the keys for the filing cabinets, storage rooms, and offices. Any access shall be defined based on job role and need-to-know basis.

G. The Provider shall secure electronic records with alphanumeric passwords and access levels. Access levels and/or user privileges shall be set with consideration made for the type of access to the data (e.g., read only, add and/or modify, case review, etc.). Computers with sensitive information located in public areas shall have password-protected screen savers which activate soon after staff walk away from the computer.

I. MCRP participant files, medication records, and/or data collected to County within 20 days following a MCRP participant’s discharge and/or transfer from the program.

J. Under the “audit and evaluation” exception of 42 CFR 2.53, patient identifying information may be disclosed with either 1) prior written approval from the MCRP participant, or 2) a review of records on program premises in order to carry out an audit or evaluation on behalf of a State agency providing financial assistance to the program.

K. The Provider shall maintain a permanently, bound logbook for daily entries on routine and emergency situations. The daily activity log shall include the name of the person making each entry and all activities for each work shift. Activities include, but are not limited to, start/end time of watches; MCRP participant starting/ending counts; counts start/clear times; security checks; system or equipment tests; MCRP participant arrivals/departures; and distinguished visitors.

L. All entries shall be made in ink on consecutive lines. The pages (no skipped lines or pages allowed), shall be signed, and dated by staff making the entry. The daily activity log is subject to review by County and/or CDCR and must be retained for a minimum of three (3) years.

M. A physical MCRP participant count (positive) shall be conducted jointly by Provider, County staff and CDCR staff at least four times during each calendar day consistent with Title 15, Section 3274 and DOM Section 52020. At least one count shall be a negative count that properly accounts for all assigned and unassigned MCRP participant beds. At no time shall a MCRP participant have possession or control of actual count documents or materials. CDCR staff shall immediately report any irreconcilable count discrepancy(s) and/or need for an emergency count to the senior on-site CDCR staff (during business hours) and/or the DRP CC III (during non-business hours).

N. No Hostage Policy: The County shall establish a written "no hostage" policy and develop procedures for implementation. The County and Provider shall include the “no hostage policy” in staff/volunteer/sub-contractor training.

O. Provider shall not accept MCRP participant's income. All income and/or MCRP participant monetary funds shall be provided to County.
P. The County and Provider shall draft clear, written procedures for both routine and emergency medical and mental health care of the MCRP participants. The procedures shall address actions to be taken in the event of the death of a MCRP participant and also incorporates CDCR's procedures. MCRP staff shall be trained and kept current in all procedures related to routine and emergency medical care including the telephone numbers of all local emergency service agencies and when to call them. No MCRP participant shall be denied the opportunity to seek medical or mental health attention.

Q. MCRP participants with special medical or mental health needs may be placed at the MCRP facility. It shall be the responsibility of the Provider to make appropriate reasonable accommodations for those special needs. Reasonable accommodations may include obtaining training for staff in emergency response as well as adopting response and evacuation plans for MCRP participants with special needs.

3. **PROGRAM COMPONENTS AND SERVICE REQUIREMENTS**

A. The Provider shall provide MCRP participants individualized and/or small group substance abuse counseling and education, consistent with evidence-based principles.

B. Individualized Reintegration Plan (IRP)

1. Provider shall collaborate with County and CDCR staff to develop Individual Reintegration Plan (IRP) that allows the MCRP participant to continue receiving applicable assistance after transfer/parole/discharge.

2. The IRP will be developed collaboratively by the MCRP participant, his primary counselor, the on-site Parole Agent II / Probation Officer, and the supervising counselor. All initial assessments are to have been completed. The IRP is a multidisciplinary plan that sets realistic short and long term goals for addressing the MCRP participant's risks and needs, and describes actions and tasks that will guide the MCRP participant and his care team in achieving those goals in the specified timeframes.

3. The IRP coordinates the integrated services that the program will provide. The IRP includes goals and action steps for all "person factor" and "place factor" risk areas that will be addressed, such as substance abuse treatment, employment, and education. The IRP will include goals and action steps for the MCRP participant’s transition to the community at the conclusion of the program.

4. The Provider shall update the IRP during monthly, multidisciplinary team sessions. The updated IRP shall be signed and dated by the MCRP participant and counselor. A copy of the assessment results and the IRP shall be maintained in the MCRP participant's file and shall be provided to CDCR staff upon request.
C. The Provider shall provide program components and services, recognized by the National Institute of Corrections (NIC), Substance Abuse and Mental Health Services Administration (SAMHSA), or other entities recognized as an authority in the field of Evidence-Based Principles. The program and services shall be provided at a level corresponding to the participant’s assessed needs.

D. Provider shall operate a culturally competent program.

1. Cultural competence refers to the process by which individuals and methods respond respectfully and effectively to people of all cultures, languages, classes, races, ethnic backgrounds, disabilities, religions, genders, sexual orientation and other diversity factors in a manner that recognizes, affirms and values the worth of individuals, families and communities while protecting and preserving the dignity of each individual.

2. “Cultural competence is a set of compatible behaviors, attitudes, and policies that come together in a methodology among professionals and enables the system, agency, or professionals to work effectively in cross-cultural situations” (National Association of Social Workers. 2000b, p. 61).

3. Per the operational definition, cultural competence is the integration and transformation of knowledge about individuals and societal groups into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes.

4. There are five essential elements that contribute to a program’s ability to become more culturally competent. The system should (1) value diversity, (2) have the capacity for cultural self-assessment, (3) be conscious of the dynamics inherent when cultures interact, (4) institutionalize cultural knowledge, and (5) develop programs and services that reflect an understanding of diversity between and within cultures. These five elements must be demonstrated in every level of the service delivery system. They should be reflected in attitudes, structures, policies, and services.

E. Clinical Services Tailored to Individuals with Co-Occurring Disorders (COD)

1. The service program should integrate interventions focused on all COD rather than isolating discrete single-focus interventions. Assessments, crisis intervention, medication management, money management, housing, and vocational rehabilitation incorporate special features that are tailored specifically for individuals with multiple disorders.
2. Using the goals and priorities described in the IRP, each MCRP participant should attend process groups, didactic educational groups, support groups, individual counseling, individual therapy, and group counseling sessions according to the schedule and frequency that the primary counselor determines to be most appropriate for the individual’s needs and coping capacity.

4. FACILITY

A. Physical site requirements of the MCRP facility shall include: (1) equipped to monitor internal and external movement, as well as detect any unauthorized ingress/egress; and (2) configured to meet all health and safety and building codes, and MCRP physical site requirements. The minimum MCRP physical site requirements shall include these components:

1. Control Center Area (CCA)
   
   a) A properly furnished, equipped, and supplied CCA shall be provided as the focal point for staff’s management and control of all MCRP activities. Staff assigned to the CCA shall monitor all written records related to activities such as MCRP participants’ schedules, medical appointments, job search passes, reporting to paid jobs in the community, attending off-site functions, checking in of visitors, tracking center searches and communications with related public/private agencies such as law enforcement, emergency service agencies, social service groups, and substance abuse treatment programs.

2. Participant Housing
   
   a) MCRP participant housing at the MCRP facility may be dormitory style or individual rooms. The square footage of the sleeping space provided to each MCRP participant (of which no more than four (4) square feet is closet space) shall be according to the chart below as approved by CDCR:

<table>
<thead>
<tr>
<th>MCRP Participants Per Room</th>
<th>Minimum Required Total Square Footage Per Room</th>
<th>Minimum Required Square Footage Per Participant</th>
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<tr>
<td>1</td>
<td>50</td>
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</tr>
<tr>
<td>2</td>
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</table>
b) These housing units shall provide functional, clean and full-service bathrooms. These standards include item-to-participant ratios such as: toilets/urinals (1:10), sinks (1:10) and showers (1:20). The sinks and showers shall provide either hot and cold or tempered water. These housing units shall also provide a day room for living activities such as studying, writing, reading, and viewing television (minimum of ten (10) square feet per participant or as approved by CDCR).

c) The Provider shall provide housing and bathroom facilities for MCRP participants with disabilities in accordance with the requirements of the ADA. Site inspections will be held prior to Agreement execution. All sites must be in compliance with the ADA. Any sites which do not appear to be in compliance may be referred to the CDCR Office of Audits and Court Compliance (OAC) for further inspection. Any violations found will be corrected at the Provider’s expense.

d) The facility shall have designated urine testing locations.

B. Convenient parking shall be available for MCRP staff, visitors, and assigned CDCR employees. Public parking may be used for the required parking. A minimum of two parking spaces shall be reserved for CDCR state vehicles. Disabled-parking spaces shall be provided as required by law.

C. Food Services

1. The dining room and food service areas shall be fully furnished. This room may be used for multiple purposes when not in use for dining. The facility kitchen, dining room, food storage area, equipment, appliances, furnishings and cabinetry, as well as all food service and preparation areas, shall meet all applicable health and sanitation code standards. Accommodations shall be made for MCRP participants with disabilities. Food service may be provided directly by the Provider or via sub-contracting with a local vendor.

2. Daily food services provided on-site shall be prepared in a properly furnished, well-ventilated, fully equipped kitchen and maintained in a clean and sanitary manner within the facility. The kitchen shall include adequate workspace and a functional stove, microwave oven, refrigerator, and freezer. Food storage areas shall be secured.
3. The Provider shall ensure that all staff and MCRP participants are cleared for food handling and instructed in the requirements for sanitation and cleanliness before handling food. All food service staff shall have clean hands and fingernails; wear plastic disposable gloves as required, wear hair nets or caps, clean aprons, clothes and shoes.

4. The Provider shall provide adequate staffing as required under Exhibit “E”, attached hereto and incorporated herein by reference.

5. The Provider shall develop a policy and procedure for tool accountability that shall be approved by County. The MCRP food services shall comply with all mandated health and safety codes. Non-compliance with State and local health and safety codes may result in the immediate termination of the Agreement.

6. Sack lunches shall be provided to MCRP participants who are off-site during the day on authorized activities. In addition, the evening meal shall be prepared and stored under refrigeration for MCRP participants working irregular hours and returning to the MCRP after the kitchen has closed.

7. Kitchen and dining room trash and refuse shall be stored in sealed containers until picked up by the local disposal service. All cleaning solvents, detergents and supplies shall be stored separately and away from food, cooking supplies and serving utensils. The MCRP facility management staff shall conduct daily documented health and safety inspections of the kitchen, dining room and food storage room to ensure that all food service equipment, furnishings, utilities, staff and participant practices are maintained in a safe and hygienic manner.

D. Medicine Cabinets

1. The MCRP facility shall have a locked medicine cabinet in a controlled area under Provider staff supervision. The medications stored in this cabinet shall be monitored in compliance with CDCR policy to include Provider developed log sheets on each medication with the MCRP participant's name, CDCR number, dosage of medication, date and time taken, balance of pills/liquid remaining after each dosage taken, and date and initials of the MCRP’s weekly inventory of medications. All MCRP participant's outdated, discarded, and/or unaclaimed medications shall be disposed of per federal guidelines. In addition, the MCRP facility shall have a locked and refrigerated storage area for medication requiring refrigeration.

E. Office Space for CDCR Assigned Staff
1. The facility shall have a minimum of one hundred ten (110) square feet of self-contained, secured, lockable private office space designated solely for up to two PA IIs, the DRP CC III, and one (1) CDCR multipurpose office assigned to the facility. Each office shall include the following: (a) sufficient number and appropriately located power outlets; (b) lights; (c) light switches; (d) phone jack; (e) telephone (voice mail, direct line and phone extension capabilities); (f) a door capable of being secured (keyed on both sides) by a detention grade keyed locking mechanism (no internal manual or automatic locks permitted); (g) and one Multi-Function Printer connection (dedicated line) must be available. The offices must be located at the same location where MCRP Participants are residing.

F. Data Quality Wiring

1. The County shall provide the MCRP facility with the following minimum internet connectivity for each computer system: Must be able to connect to the internet via wired or wireless network, Connection speed must be at least 3Mbps or higher

2. Telephone closets shall have space and ventilation for telephone and data cable and cross connects as well as data hubs and routers.

G. Laundry Services

1. The Provider shall provide, at no cost to the MCRP participant, regular access to on-site laundry machines and detergent. Laundry equipment shall include at least one commercial grade washer and dryer for every sixteen (16) MCRP participants. The on-site laundry service area shall be properly ventilated and contain adequate space to:

   a) MCRP participants shall launder clothing and linens when their current supply is soiled;

   b) Serve as storage for all clean unassigned clothing and linens; and

   c) Serve as a temporary storage for all unclaimed clothing.

2. Each MCRP participant shall receive upon arrival at the MCRP facility: clean linens, blanket, and a set of towels to include one body towel and two face clothes. A second set of clean linens, blanket, and set of towels shall be kept on hand and stored in a linen closet. Linen and towel supplies shall be laundered and rotated on a weekly basis and replaced when they are worn or stained. MCRP participant clothing shall be laundered as circumstances require related to their daily work and program activities.
H. MCRP Participant Property Room

1. Personal property left at the MCRP facility upon a MCRP participant’s unauthorized departure (i.e. escape), return, release, and/or death shall be held in secured storage for no longer than thirty (30) calendar days. If the MCRP participant is returned to a CDCR institution, the participant’s personal property shall be transported with him. Such storage shall be in a clean and well-maintained area to prevent damage to the MCRP participants’ property. MCRP participant property left beyond thirty (30) calendar days shall be forfeited.

I. Maintenance Room

1. A locked maintenance room shall be included to store tools and equipment needed for MCRP facility maintenance and required for support building projects.

J. Suitable Living and Sleeping Areas

1. Each MCRP participant’s sleeping area shall include a bed frame, mattress and pillow, chair, and closet or dresser for MCRP participant clothing and authorized personal property. MCRP participants shall also have proper lighting, heating/cooling, and ventilation. All mattresses and pillows shall be covered with plastic or vinyl mattress covers. Mattresses and pillows shall be replaced as they wear out or if they are torn. The sleeping areas shall be kept clean and the floors mopped and swept daily. The facility manager or designee shall conduct daily inspections and maintain a Provider developed Cleaning and Replacement Log.

2. MCRP participant valuables shall be in a locked storage. Provider shall check out valuables on an as needed basis.

K. Equipment

1. The MCRP equipment, furniture, appliances, etc. shall be kept clean and in good operating condition at all times. The MCRP facility shall have sufficient electrical outlets for charging the body attached electrical monitoring devices. Each MCRP participant will be required to charge their device for approximately 1-2 hours per day.

L. Smoke-free Environment

1. Indoor smoking at the facility shall be prohibited in accordance with state law. “NO-SMOKING” signs shall be posted in all classrooms, designated visiting areas, hallways, and in the main office of the facility in full view of MCRP participants, staff and visitors.
M. Vector Control

1. The Provider shall maintain a sub-contractor for vector control services to ensure the facility is free of insect and rodent infestation. Documentation of services shall be maintained at the MCRP facility and shall be submitted to the DRP Program Analyst.

N. Health and Safety Codes

1. The MCRP facility shall comply with the health and safety codes of the applicable governmental jurisdiction. Written reports of inspection by State or local authorities shall be sent to the Deputy Director of DRP or designee upon request and kept on file at the MCRP facility.

O. Building Codes

1. The MCRP facility shall comply with all applicable building codes for the safety and well-being of MCRP participants and staff. Verification of compliance may be in the form of a currently valid permit, letter, and/or certificate.

P. Housekeeping and Maintenance Plan

1. A Housekeeping Plan and Log shall be maintained by Provider staff that reflects daily inspections of the MCRP facility to ensure it is kept clean and in good repair at all times. The MCRP facility shall be equipped with a utility sink and have a secured storage space to be used for the storage of the MCRP cleaning supplies and equipment (e.g., mops, brooms, buckets, etc.). A Material Safety Data Sheet (MSDS) for each cleaning agent shall be posted in the room where the chemical is kept and shall meet hazardous material storage requirements.

Q. Work Crew Assignments

1. The Provider shall assign MCRP participants to uncompensated on-site work crew assignments at the MCRP facility to offset program expenses related to grounds and building maintenance, housekeeping, and food services.

R. Temperature Control

1. The MCRP facility shall be equipped with either central heating or wall heating. At no point should kerosene or propane space heaters be utilized at a MCRP facility due to health risks and fire hazards.
2. The Provider shall be in compliance with section 1204.1 of the most recently released California Building Code (CBC) regulations. This provision (1204.1 or any future CBC provision directly related to interior space heating) stipulates that any interior space intended for human occupancy shall be provided with active or passive space-heating system capable of maintaining a minimum indoor temperature of sixty-eight (68) degrees Fahrenheit or twenty (20) degrees Centigrade at a point three (3) feet or nine hundred fourteen (914) millimeters above the floor.

S. Fire Evacuation Emergency Procedures

1. The County and Provider shall have fire prevention procedures and safety requirements posted in the main office of the MCRP facility in full view of MCRP participants, staff, and visitors. Additionally, the Provider shall have evacuation and emergency procedures to include the following instructions:

   a) Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number);

   b) Alert notification and/or evacuation of all occupants;

   c) Control and the extinguishing of fires; and

   d) Evacuation routes and procedures.

T. Posting of Emergency Evacuation Floor Plans

1. Clear, concise and site-specific emergency evacuation floor plans shall be posted in every occupied location throughout the MCRP facility. The evacuation diagram plans shall be placed in tamper-proof frames and include the following:

   a) Evacuation diagram plan that identifies the “You Are Here” location that is compatible with the building floor plan;

   b) Evacuation plans, which include the locations of building exits, fire extinguishers, pull-stations, fire hose cabinets, and first aid supplies; and

   c) Emergency and evacuation procedures, including diagrammed evacuation routes, shall be communicated to each new MCRP participants upon arrival.

U. Smoke Detectors and Fire Extinguishers
1. The Provider shall provide operable and regularly tested smoke detectors and fire extinguishers in key locations. All tests shall be documented for compliance and maintained at the MCRP facility.

V. Emergency Lighting System

1. The MCRP facility shall be equipped with an emergency lighting system to ensure staff’s supervision and control in emergency situations (e.g., fires, earthquakes, loss of electrical power, etc.). Emergency lighting shall be placed in key areas such as the main areas and exit corridors and shall be operational during the term of the Agreement. A monthly inspection of the lighting system shall be conducted and documented to include the date, time, and results of the inspection.

5. OPERATIONS

A. MCRP Participant Mail

1. The Provider, in concert with the County and CDCR, shall establish and maintain a plan of operation for the sending and receiving of mail in accordance with DOM Sections 53130, 54010 and 54030 as well as Title 15, Subchapter 2, Articles 1, 4, 5, 6 and 9. The Provider shall encourage correspondence between MCRP participants and persons outside the facility. Receipt and sending of mail shall be consistent with acceptable practices of the United States Postal Service (USPS) and the safety and security guidelines established by CDCR policy.

2. The Provider shall, at a minimum, establish policy/procedure that incorporate: security measures; processing procedures; inspections; distribution; disposition of disapproved correspondences and packages; disposition of contraband; confidential/legal correspondences; volume of allowable items; MCRP staff responsibility; and MCRP staff record keeping. Mail processes and procedures must be outlined in the facility Inmate Orientation Hand Book that will be developed by County.

B. MCRP Participant Telephones

1. The MCRP facility shall provide MCRP participants with accessible on-site coin or operator assisted telephones for their personal calls to family, friends, employers, prospective employers, or services. The Provider shall provide test-driven development (TDD) telephones and other assisting equipment upon request.

2. The Provider shall prepare and adopt written policy and procedures for the use of telephones regarding the time of day they may be used, frequency, length of telephone calls, and prohibition on receiving incoming calls. This policy shall be disseminated to each participant upon entrance to the
MCRP facility. If MCRP staff receives an emergency or program related telephone call for a participant, the caller’s name, telephone number, and nature of the call shall be taken down by staff and given to the participant and to provide notification to the CDCR on-site staff at the earliest possible opportunity.

3. For program related purposes, indigent MCRP participants shall be permitted to use the MCRP’s business telephones.

6. SECURITY REQUIREMENTS

A. MCRP Facility Safety and Security. The Provider and County shall develop and maintain written policies and procedures for the MCRP pertaining to the proper supervision of MCRP participants, maintenance of security, and handling of emergencies. These policies and procedures shall include, but not necessarily be limited to:

1. Control Center Area

   a) An adequately equipped, MCRP staffed and properly managed control center area for observation of MCRP activities that is fully operational twenty four (24) hours a day, seven (7) days per week.

2. Center and Grounds Security

   a) Daily inspections of the MCRP grounds addressing such matters as: functional locks and latches on all windows, doors, and gates; electrical lighting (inside and out) and security cameras; and keeping the MCRP facility and grounds free of contraband and providing security from outside intrusions. These policies shall ensure that the MCRP participants shall not be locked inside the MCRP facility at any time. Door alarms may be used to eliminate unauthorized exit or entrance during evening and night hours. These inspections shall be tracked on a Daily Log Sheet.

3. Controlled Entry into the MCRP Facility and Grounds

   a) The Provider shall have a policy for the prohibition of unauthorized persons entering the MCRP facility and grounds. Unauthorized persons include anyone other than CDCR staff, Provider staff, County, Sub-contractor staff, public officials, approved non-MCRP participants, and approved MCRP participant and non-MCRP participant visitors during visiting hours. All visitors must have identification and must sign in-out of the facility. This policy shall be sufficiently clear and concise to guide MCRP staff in their decisions to admit or deny anyone seeking admission for any reason.
4. Provider Staff Use of Physical Force and Restraints

a) Provider staff are prohibited from the use of physical force on MCRP participants except in self-defense, protection of others, and/or prevention of property damage.

b) The Provider shall comply with CDCR's incident reporting protocols. These protocols shall be provided by CDCR upon contract award.

B. Fire Prevention and Safety. The Provider shall have written policies and procedures pertaining to fire prevention and safety requirements, which include, but are not limited to:

1. Fire Safety Inspections and Reports

a) Inspection of the MCRP facility shall be conducted prior to facility activation for conformity with fire safety requirements pursuant to Health and Safety Code (H&S) Section 13143.6.

2. Fire Evacuation/Emergency Procedures

a) At a minimum, written emergency procedures shall include instructions for the following:

   1) Immediate notification of the fire department (inclusive of the designated fire department's address and telephone number);
   
   2) Alert notification and/or evacuation of all occupants;
   
   3) Notification of authorities;
   
   4) Control and the extinguishing of fires; and
   
   5) Evacuation routes and procedures.

3. Evacuation/Emergency Training

a) All MCRP staff shall be trained in the implementation of emergency procedures within (24) hours of their initial employment. In addition, emergency training is to be included in annual refresher training given to all staff. All training shall be documented in the personnel file for compliance.

4. Quarterly Emergency Evacuation Drills

a) The Provider shall conduct and document quarterly emergency evacuation drills at the MCRP facility. Documentation of each drill shall include: the date and time; the evacuation path used; the number
of staff, MCRP participants, and visitors who participated; the amount of time it took to complete the drill; and comments.

5. Smoke Detectors and Fire Extinguishers

a) The Provider shall provide operable and regularly tested smoke detectors and fire extinguishers in key locations including the kitchen, sleeping areas, indoor visiting area, classrooms, laundry, maintenance shop, and control room.

C. Annual Health and Safety Inspections

1. The MCRP facility shall comply with all mandated public health and sanitation codes and receive an annual inspection from a public health agency with a copy of the subsequent report submitted to DRP.

D. Substance Use Testing

1. The Provider shall conduct and document drug screen testing and results and maintain written policies and procedures in their Operations and Participant Manual.

E. Hazardous/Toxic and Volatile Substances (HTVS)

1. The Provider shall have written policies and procedures for the MCRP’s inventory and control of HTVS to ensure these items and substances are secured and managed in a manner that minimizes the risks to staff, visitors, the general public, and MCRP participants.

2. All HTVS at the MCRP shall be received, stored, dispensed, and/or disposed of in accordance with the DOM Section 52030.1. HTVS shall not be stored in sleeping rooms, furnace areas, kitchens or dining areas, nor in close proximity to the stored food or kitchen supplies. Material Safety Data Sheets (MSDS) shall be maintained on-site for all HTVS used in the MCRP. The applicable MSDS shall be openly displayed and immediately accessible to staff and MCRP participants wherever these substances are used. Staff and participants shall also receive documented training on the safe use of these substances.

3. Flammable substances such as gasoline, kerosene, and paint thinner shall be stored outside the MCRP’s main structure in approved containers inside properly ventilated and labeled fireproof cabinets. If outside storage is not available, all flammable substances shall be kept in approved containers away from living areas, kitchen, and other areas with frequent access. All substances shall be stored in accordance to local fire codes.
7. PERFORMANCE MEASURES AND SERVICE DELIVERY COMPLIANCE

A. Performance Measures

1. County reserves the right to develop, institute, and regulate a series of program performance measures to monitor and enhance MCRP service delivery system components. The County reserves the right to implement these measures at any point during the duration of this Agreement.

B. Program Service Delivery Compliance

1. The Provider shall provide MCRP participants with programming and services according to the principles of evidence-based programming and as determined by individual risks and needs assessments;

2. The Provider shall document MCRP participant’s activities and identify to the County on-site staff those MCRP participants requiring disciplinary actions;

3. The Provider shall document programming services, referrals, changes in risk and needs, and progress for all MCRP participants on a weekly basis in the participant’s IRP. The IRP shall document all program and services delivered, including the number of hours of participation in each area;

4. The Provider shall monitor and report program utilization, and service participation weekly, in accordance with this agreement;

5. The Provider shall comply with all applicable rules and regulations regarding confidentiality and retention schedules of MCRP participant records and information; and

6. The Provider shall employ professional, competent, skilled staff, and have a plan for staff performance and disciplinary reporting. All MCRP staff shall satisfy requirements for security clearances, training, certification, and professional development as defined by County.
EXHIBIT “B”
RATE AND METHOD OF PAYMENT

<table>
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<th>Fiscal Years:</th>
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<td>July 1, 2017 through June 30, 2018</td>
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<td>X 20 X</td>
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<td>$602,250.00</td>
</tr>
</tbody>
</table>

**Total Budgeted Amount** $1,555,950.00

*Maximum Daily Bed Use is the maximum amount of beds available for this program at the Provider's facility.

Budgets are based on fixed costs and shall not decrease if MCRP participant placement falls below the twenty (20) bed capacity.

This Agreement shall not exceed $1,555,950.00

** Leap Year

On or prior to the tenth of each month, Provider shall provide an Invoice of outstanding charges from the preceding month with a report attached of activity for that month. The report shall identify the below:

- Name of MCRP participant served
- Number of days MCRP participant resided in the MCRP facility

Provider shall forward original invoice and copies of all supporting documentation to County at the address listed below:

Butte County Probation Department
Attention: Fiscal MCRP
42 County Center Drive
Oroville, CA 95965

Upon receipt and approval of monthly statements from Provider, County shall authorize payment to Provider in the amount shown on the invoice.
EXHIBIT “C”
STANDARD INSURANCE REQUIREMENTS

Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

MINIMUM SCOPE OF INSURANCE

1.) Commercial General Liability coverage (Insurance Services Office (ISO) “occurrence” form CG 0001 1185).

2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office’s Business Auto Coverage form number CA 0001 0187 covering “any auto” and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.

3.) Workers’ Compensation Insurance - As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

4.) Professional Liability Insurance - when the contract involves professional services such as engineering, architectural, legal, accounting, instructing, and consulting, professional liability insurance is required. (If not contracting for professional services, delete this paragraph.)

B. MINIMUM LIMITS OF INSURANCE

1.) General Liability: At least $1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least $2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The contractor or contractor’s insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

2.) Automobile Liability: At least $100,000 to cover bodily injury for one person and $300,000 for two or more persons, and $50,000 to cover property damages. However, policy limits for construction projects shall be at least $1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for “Any Auto”, Code 1 as listed on the Accord form Certificate of Insurance.

3.) Workers’ Compensation and Employer’s Liability: As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

4.) Professional Liability Insurance (If not contracting for professional services, delete this paragraph) Professional liability insurance covering professional services shall be provided in an amount of at least $1,000,000 per occurrence or $1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS
Any deductibles or self-insured retention must be declared on certificates of insurance and approved by
the County. At the option of the County, either the contractor shall reduce or eliminate such
deductibles or self-insured retentions, as respects the County, its officers, officials, employees and
volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related
investigations, claims administration and defense expenses.

D. OTHER INSURANCE PROVISIONS.

1.) General liability insurance policies shall be endorsed to state:

a.) The County, its officers, officials, employees and volunteers are to be covered as insured as
respects liability arising out of activities performed by or at the direction of the Contractor,
including products and completed operations of the Contractor; premises owned, occupied or
used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The
coverage shall contain no special limitations on the scope of protection afforded to the
County, its officers, officials, employees or volunteers.

b.) Contractor's insurance coverage shall be primary insurance as respects the County, its
officers, officials, employees and volunteers. Any insurance or self-insurance maintained by
the County, its officers, officials, employees or volunteers shall be excess of the Contractor's
insurance and shall not contribute with it.

c.) Contractor's insurance shall apply separately to each insured against whom claim is made or
suit is brought, except with respect to the limits of the insurer's liability.

2.) Construction contracts. Construction contracts must also provide an endorsement for
Automobile liability insurance, which includes the items listed in D1 above.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California
and who possess a Best's rating of no less than A:- VII. If the contractor's insurance carrier is not
licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at
least A. VIII. (For Best ratings go to http://www.ambest.com/)

F. VERIFICATION OF COVERAGE.

Contractor shall furnish the County certificates of insurance and original endorsements affecting
coverage required by this clause. All certificates of insurance and endorsements are to be received
by the County before work under the contract has begun. The County reserves the right to require
complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County
written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify County within two working days of any notice from an insuring agency that
cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to
be insured under their own policies. If subcontractors are insured under their own policies, they shall
be subject to all the requirements stated herein, including providing the County certificates of
insurance and endorsements before beginning work under this contract.
EXHIBIT “D”
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (Addendum) supplements and is made a part of the contract (Contract) by and between County of Butte (COUNTY), a covered entity and Tri County Treatment, a BUSINESS ASSOCIATE, and is effective as of the date of the Contract.

RECITALS
A. COUNTY wishes to disclose certain information to BUSINESS ASSOCIATE pursuant to the terms of the Contract, some of which may constitute Protected Health Information (PHI) as defined below.
B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health (HITECH) Act, Public Law 111-005, and regulations promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.
C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require COUNTY to enter into a contract containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and continued in this Addendum.

Definitions
(a) Unless otherwise noted, the following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Business Associate. "BUSINESS ASSOCIATE" shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean ____________________________.

(c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the County of Butte (COUNTY).


Obligations and Activities of Business Associate
BUSINESS ASSOCIATE agrees to:
(a) Not use or disclose protected health information other than as permitted or required by the Contract or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Contract;

(c) Report to COUNTY any use or disclosure of protected health information not provided for by the Contract of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Reports are to be made by BUSINESS ASSOCIATE to COUNTY as follows: 1) by telephone within 24-hours of
discovery of suspected breach or security incident; and 2) by written notice, in a form prescribed by the COUNTY, within three (3) business days of discovery of suspected breach or security incident.

BUSINESS ASSOCIATE agrees that COUNTY will be responsible for breach notification obligations resulting from BUSINESS ASSOCIATE’S breach of COUNTY’s unsecured protected health information. BUSINESS ASSOCIATE agrees to assist COUNTY in responding to, providing notification of, and mitigating any negative consequences of BUSINESS ASSOCIATE’S breach of COUNTY’S unsecured protected health information. BUSINESS ASSOCIATE is to contact ______________ at ___________ regarding notifications, written communications, and breach response activities required by this Addendum.

This section shall apply only to COUNTY data under BUSINESS ASSOCIATE’S care, custody or control. BUSINESS ASSOCIATE will be responsible for breach notification obligations arising from the breach of BUSINESS ASSOCIATE’S protected health information.

BUSINESS ASSOCIATE agrees to defend, indemnify, hold harmless and release COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, arising out of or in connection with the negligent acts or omissions or willful misconduct by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE’S officers, agents and employees, which results in a breach of COUNTY’s unsecured protected health information;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree to the same restrictions, conditions, and requirements that apply to BUSINESS ASSOCIATE with respect to such information;

(e) Make protected health information in a designated record set available to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY’S obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the COUNTY pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy COUNTY’S obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the individual who is the subject of the protected health information or the authorized representative of the individual who is the subject of the protected health information, as necessary to satisfy COUNTY’S obligations under 45 CFR 164.528;

(h) To the extent BUSINESS ASSOCIATE is to carry out one or more of COUNTY’S obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the COUNTY in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) BUSINESS ASSOCIATE may only use or disclose protected health information as necessary to perform the services set forth in the Scope of Work included in the Contract.

(b) BUSINESS ASSOCIATE may use or disclose protected health information as required by law.

(c) BUSINESS ASSOCIATE agrees to make uses and disclosures and requests for protected health information consistent with COUNTY’S minimum necessary policies and procedures.
(d) BUSINESS ASSOCIATE may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below, to the extent those specific uses and disclosures are permitted by the Contract.

(e) BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

(f) BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE, provided the disclosures are required by law, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) BUSINESS ASSOCIATE may provide data aggregation services relating to the health care operations of the COUNTY.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) COUNTY shall notify BUSINESS ASSOCIATE of any limitation(s) in the COUNTY'S notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE’S use or disclosure of protected health information.

(b) COUNTY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect BUSINESS ASSOCIATE’S use or disclosure of protected health information.

(c) COUNTY shall notify BUSINESS ASSOCIATE of any restriction on the use or disclosure of protected health information that COUNTY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE’S use or disclosure of protected health information.

Permissible Requests by Covered Entity

COUNTY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by COUNTY. BUSINESS ASSOCIATE is permitted uses and disclosures of protected health information for data aggregation or management and administration and legal responsibilities of the BUSINESS ASSOCIATE, if such uses or disclosures are permitted by the Contract.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the effective date of the Contract, and shall terminate concurrent with the termination of the Contract, or on the date COUNTY terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. BUSINESS ASSOCIATE authorizes termination of the Contract by COUNTY if the COUNTY determines BUSINESS ASSOCIATE has violated a material term of the Contract and BUSINESS ASSOCIATE has not cured the breach or ended the violation within the time specified by COUNTY.

(c) Obligations of Business Associate Upon Termination.

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE shall return to COUNTY (or, if agreed to by COUNTY in writing, destroy) all protected health information received from COUNTY,
or created, maintained, or received by BUSINESS ASSOCIATE on behalf of the COUNTY, that the BUSINESS ASSOCIATE still maintains in any form. BUSINESS ASSOCIATE shall retain no copies of the protected health information.

If returning or destroying COUNTY protected health information is not feasible, and retention has been approved by the COUNTY in writing, or if the Contract authorizes BUSINESS ASSOCIATE to use or disclose protected health information for its own management and administration or to carry out its legal responsibilities and the BUSINESS ASSOCIATE needs to retain protected health information for such purposes after termination of the Contract, the following shall apply:

Upon termination of the Contract for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from COUNTY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of COUNTY, shall:

1. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;

4. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained, and subject to the same conditions which applied prior to termination;

5. Return to COUNTY (or, if agreed to by COUNTY in writing, destroy) the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities; and

6. BUSINESS ASSOCIATE shall obtain and return to COUNTY (or, if agreed to by COUNTY in writing, destroy or ensure the destruction of) all COUNTY protected health information created, received or maintained by any of BUSINESS ASSOCIATE'S subcontractors.

(d) Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of the Contract.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum.
Butte County Probation Department/Tri County Treatment FY 2015-2016 through FY 2017-2018

County of Butte—Covered Entity

Signature: __________________________
Name: Steven K. Bordin
Title: Chief Probation Officer
Date: 11/10/15

Tri County Treatment—Business Associate

Signature: __________________________
Name: Jody Adscherf
Title: Director
Date: 11/10/15
1. **MCRP STAFFING**

A. The MCRP facility must provide 24-hour awake and alert supervision, seven days a week. During all hours of operation, a minimum of two journey level staff are to be present at the MCRP. The MCRP participant to MCRP staff ratio shall not exceed 18:1.

B. The Provider shall provide, at minimum, the required MCRP staff on the MCRP facility to provide effective 24-hour per day coverage; seven days a week. The “Minimum Required Staffing Levels” based on the proposed MCRP bed capacity are listed below. It should be noted that one hundred (100) percent of the projected time equates to one full-time position. Providers having more than one agreement shall not use one hundred (100) percent (full-time) staff members for other contracts.

C. The Provider shall report to the County verbally as soon as practical and within five days in writing and submit copies to County designated staff of any resignation, reassignment or dismissal of personnel. If any contracted employee is unable to perform assigned duties due to vacation, illness, dismissal, resignation or other factors beyond the Provider’s control, the Provider shall ensure that experienced temporary personnel are made available within forty-eight (48) hours and shall remain until the hiring process is completed. All vacant positions shall be filled within forty-five (45) calendar days.

D. MCRP facility staff who are in a full-time equivalent position (e.g. one hundred (100) percent), shall not supervise or provide program services to individuals who are not a part of the MCRP population. Providers having multiple contracts may not utilize full-time staff for more than one agreement. Fractional-based employees may be allowed to work multiple contracts provided their percentage base is met appropriately for each agreement.

E. The staff descriptions of the required MCRP positions include:

1. **Counseling Supervisor/Program Manager (One (1) Full-Time):**

   Minimum Qualifications: Possess a Licensed Clinical Social Worker Certificate (LCSW) or Master’s Degree in Social Work; or

   Bachelor’s degree in Social Sciences with one (1) year experience supervising counseling staff with a criminal justice population in a substance use disorder program. An AOD Counselor certification by an
accredited certifying organization must be obtained within two (2) years of hire; (An LSCW is desirable, but not mandatory); or

Possess a four (4) year degree in Behavioral Sciences or a related field and the equivalent of two (2) cumulative years of full-time experience supervising counselors with a criminal justice population in a community based program; or

Possesses a high school diploma or equivalent in addition to the equivalent of six (6) cumulative years of full-time experience supervising counseling staff with a criminal justice population in a substance use disorder program; and possess an AOD certification by an accredited certifying organization within six (6) months of hire.

The Counseling Supervisor/Program Manager is responsible for the direct supervision of program staff and duties which shall consist of, but not be limited to, the following:

Supervise Counselors and other Sub-Contractor program staff on all casework matters;

Serve as a member of the Casework Team;

Responsible for the efficient functioning of all aspects of the casework process;

Responsible for logistics related to food, and program equipment;

Assist in resolving program and personnel problems;

Approve treatment methodology and monitor treatment strategy;

Ensure that MCRP participants are in compliance with their treatment plans;

Review and approve treatment plans;

Conduct monthly staff meetings to discuss personnel matters, program and operational issues, assist in resolving problems that might exist; Monitor and periodically assist in facilitating small/large groups and individual counseling for quality assurance;

Periodically assist in facilitating groups and individual counseling sessions;

Plan, monitor, and approve program activities;
Establish a procedure to track and monitor MCRP participant activities;

Attend and participate in monthly and unscheduled case conferences;

Arrange staff training;

Coordinate with outside agencies to ensure program enrichment (e.g. recruitment of volunteers, outside resources and referral services, etc.) and submit recommendations for approval to the CDCR staff;

Report breaches of security to the Supervisor, Probation Officer and CDCR on-site staff;

Record and report program evaluation data as required;

2. Counselor:

Minimum Qualifications: Possess a high school diploma or equivalent; and three (3) years of full-time experience of counseling duties with a criminal justice population in a substance use disorder program; and obtain within six (6) months of hire an AOD Certification by an accredited certifying organization.

The maximum caseload ratio is one counselor to eighteen participants (1:18).

Counselor duties shall include, but not be limited to, the following:

Report to the Counseling Supervisor/Program Manager;

Refer to the Counseling Supervisor/Program Manager issues that are not resolved at the Counselor level;

Coordinate with the Counseling Supervisor/Program Manager and CDCR on-site staff in matters pertaining to medical, disciplinary and program progress;

Notify the Counseling Supervisor/Program Manager and CDCR on-site staff of any problems/issues involving with any program or MCRP participant IRP;

Make decisions regarding caseloads;

Conduct and participate in case conferences for each MCRP participant assigned to the caseload;
Provide services to caseload of MCRP participants as described in the Agreement;

Participate in the screening of MCRP participants as required; Conduct initial interviews of MCRP participants assigned to the caseload;

Prepare an initial needs assessment for each MCRP participant; consider the participant’s physical, mental, emotional, and social service needs; skill and literacy level; and substance use disorder status and needs;

Review and sign each services/treatment plan to indicate approval;

Prepare a detailed specific services/treatment plan on each MCRP participant on his/her caseload;

Update at the monthly case conference the participant’s IRP;

Conduct individual, small group, and large group counseling sessions as required;

Review the participant’s IRP with the Counseling Supervisor/Program Manager;

Prepare evaluation/transition plans five (5) days prior to the MCRP participant’s release from the MCRP; and

Serve as a member of Casework Team.

3. Monitor/Staff:

Minimum Qualifications: Be at least 21 years of age and possess at a minimum a high school diploma or its equivalent. Monitors must be: Qualified and trained to recognize the symptoms and signs of substance use disorders and have the ability to respond to drug overdose and provide documentation used to meet this requirement within thirty (30) calendar days of hire; and

Trained in Cardio Pulmonary Resuscitation (CPR) and the administration of first aid services.

The maximum ratio is one monitor/staff to 20 participants (1:20).

4. Secretary/Administrative Assistant: (as needed)
Minimum Qualifications: Be at least 21 years old and possess at minimum either a high school diploma or equivalent (e.g. GED). Possess good
interpersonal, written communications, and typing skills. Duties include functioning as the facility's receptionist and performing office clerical duties within the facility.

5. Cook: (One (1) Full-Time)

Minimum Qualifications: Be at least 21 years old and possess at a minimum a high school diploma or equivalent, with one year experience in the efficient operation of a culinary area and obtain a California Food Handler Card within thirty (30) days of hire. Duties include, but are not limited to, the following:

Oversee the safe and efficient operation of the culinary area;

Supervise the Assistant Cook(s) (optional);

Purchase and properly store food;

Plan, prepare and serve meals for the population housed at the facility;

and

Ensure kitchen activities conform to State and local health and safety code requirements.

2. Recruiting, Screening, Security Clearances and Hiring of All Employees

A. Provider shall have written personnel policies and procedures that include but are not limited to:

1. All current and potential Provider staff, Sub-Contractor staff, volunteers and any individuals who will be in regular contact with the MCRP participants shall undergo a thorough security clearance, which shall include a Live Scan background check;

2. All Live Scan fees associated with the background check shall be borne by the Provider;

3. Potential MCRP staff shall complete a Live Scan at a location approved by the County. The results shall be submitted to County;

4. County and/or CDCR shall review the Live Scan reports to ensure Providers staff, Sub-Contractor staff, volunteers and any individuals who will be in regular contact with the MCRP participants meet all CDCR mandates and requirements;

5. County and/or CDCR reserves the right to approve or deny all security clearances. In addition, County and/or CDCR has the authority to immediately terminate security clearances;
6. Criteria for denial or approval of security clearances include, but are not limited to, the following:

a) The Provider shall not employ individuals required to register as a sex offender pursuant to PC 290;

b) The Provider shall not employ individuals with a conviction history involving a serious felony offense as defined by PC 1192.7 or a conviction history involving a violent felony offense as defined by PC 667.5(c), except as provided in Section 2.A.7 through 2.A.8 below;

c) The Provider shall not employ individuals with a conviction history involving drug trafficking in a prison/jail, escape or aiding/abetting escape, battery on a Peace Officer or Public Official, or any violations of PC Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners Offenses);

d) The Provider shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation; and

e) Provider's staff, volunteers and any individual who will be in regular contact with the MCRP participants shall not be on active parole or probation or under any structured supervision as a result of criminal conduct, except as provided in Section 2.A.7 through 2.A.8 below.

f) The criteria listed in subsections b and c above shall only be waived by the Deputy Director of DRP.

g) Request for waivers to the minimum qualifications for Providers key positions shall be submitted to the County who will submit to the Deputy Director of DRP or designee.

7. Certain applicants, volunteers, and sub-contractors will require management review because of their criminal history. These case-by-case reviews will consider factors such as the individual's criminal conduct, the type of work to be performed by the individual, the time elapsed since the criminal conduct, and the individual's own rehabilitative efforts. The County and/or the Deputy Director of DRP or designee, shall review the following ex-offenders on a case-by-case basis and provide a written determination of whether or not the applicant will be approved to work with the MCRP participants:

a. Ex-offenders that fall under H&S Code Section 11590 and/or PC 457.1 shall (A) have completed their registration requirements, or (B) be
reviewed on a case-by-case basis and approved or denied by the Deputy Director of DRP or designee; and

8. An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any business-related administrative function shall be fully bonded to cover any potential loss to the State or the Provider. Evidence of the bond shall be supplied to DRP prior to employment of the ex-offender.

B. Staffing Plan

1. The Provider shall develop and maintain a staffing plan which addresses their ability to maintain full staffing levels of all program components, the recruitment and selection process for new hires, and the ability to staff the program at the level necessary to meet contractual obligations. The staffing plan must also address contingencies for staffing shortages or other operational emergencies.

2. The staffing plan shall be maintained throughout the term of this contract and updated annually, unless more frequent updates are requested by DRP through County. Revisions to the staffing plan shall be made whenever a change in staffing demand occurs, subject to the approval of County and/or DRP.

C. Employment Practices

1. The Provider shall develop and maintain policies related to employment practices in the areas of:

a) Work Hours;

b) Staff Benefits (e.g., vacation, sick leave, insurance, retirement, etc.);

c) Promotions;

d) Pay Increases; and

e) Hiring and Termination Conditions.

D. Employee Performance Evaluations

1. All Provider staff shall be held to standards as determined through the Provider’s human resource department.

E. Staff Training
1. The Provider shall provide documented evidence that its employees receive forty (40) hours of applicable orientation and training within their first year on the job and forty (40) hours of in-service training annually thereafter. The documented evidence shall include an individual training plan maintained for each employee that shows a chronology of the dates when the training took place and the classes taken. The training plan shall be maintained in the employee’s personnel file.

2. The Provider shall ensure staff availability for initial orientation and ongoing training pursuant to California laws and CDCR’s rules, regulations, policies, and procedures.

F. First Aid

1. All MCRP staff shall be trained in first aid, including CPR, within the first six (6) weeks of employment. A certificate of completion shall be maintained in the employees' personnel files. Fully-stocked first aid kits shall be located in key areas such as the control room, kitchen, and maintenance shop.

G. Discrimination Clause and Sexual Harassment Policy

1. The Provider shall have a sexual harassment policy in compliance with State and Federal laws. The Provider shall not discriminate against any employee or job applicant because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, gender, or sexual orientation.

H. Nepotism Policy

1. The Provider shall have a policy on nepotism in accordance with CDCR’s rules, regulations, policy and procedures that prohibits direct supervision and work performance evaluations of immediate family members. Exceptions to this policy shall require written approval of the Deputy Director of DRP or designee.

I. Fraternization Policy

1. The Provider shall comply with Title 15, CCR, Section 3400, which prohibit employees from fraternizing with participants and their families.

J. Vacancies

1. Staff vacancies shall be brought to the immediate attention of the County and/or CDCR on-site staff. The Provider may fill temporary vacancies internally by a temporary reassignment of existing qualified staff. A temporary vacancy is defined as a vacancy of less than thirty (30) days. Vacancies in excess of thirty (30) days require the immediate recruitment of new, qualified staff, and shall be filled within forty-five (45) days from the date of initial vacancy.
2. The Provider shall make reasonable attempts to fill all position(s) with a qualified candidate(s). The Provider may submit a written request to the County and/or Deputy Director of DRP or designee to hire an individual who does not meet minimum qualifications. Requests for a waiver will be considered on a case-by-case basis and will be granted only temporarily (not to exceed one hundred eighty (180) days) while the Provider continues to seek a qualified individual or until the hired individual becomes qualified, whichever occurs first.
AMENDMENT TO CONTRACT
GREATER THAN $25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

<table>
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<th>Amendment Number</th>
<th>Date of Amendment</th>
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**Contract Number:** X21911  
**Contractor:** Tri County Treatment

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**Original Completion Date:** 6/30/18  
**Revised Completion Date:** 6/30/18

**Description of Additional Changes:** (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

Page 3, 5. FINANCIAL PROVISIONS, B. Compensation. shall read: The maximum amount payable under this agreement shall not exceed ONE MILLION, FIVE HUNDRED FIFTY-FIVE THOUSAND, NINE HUNDRED AND FIFTY DOLLARS ($1,555,950.00) ONE MILLION, NINE HUNDRED FIFTY-FIVE THOUSAND, TWO HUNDRED AND FIFTY DOLLARS ($1,955,250.00) and shall consist of funding from CDCR for the MCRP.

Page 8, EXHIBIT “A” SCOPE OF WORK 1. PROVIDER RESPONSIBILITIES F. shall read: The provider shall have the ability to accommodate up to the contracted number of twenty (20) forty (40) MCRP participants at any given time based upon the awarded site.

Page 26, EXHIBIT “D” RATE AND METHOD OF PAYMENT shall be replaced with the attached EXHIBIT “B” REVISED RATE AND METHOD OF PAYMENT.

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

**COUNTY**

Steve Lambert, Chair  
Board of Supervisors  
Date: 2/13/18

Sandra Keena  
Contracts Division  
Date: 2/15/18

**CONTRACTOR**

Jody Alsdurf, Manager  
Tri County Treatment  
Date: 1/24/18

By:  
County Counsel  
Date: 2/17/18
EXHIBIT “B”
REVISED RATE AND METHOD OF PAYMENT

FISCAL YEARS:
DECEMBER 1, 2015 OR UPON APPROVAL THROUGH JUNE 30, 2016
JULY 1, 2016 THROUGH JUNE 30, 2017
JULY 1, 2017 THROUGH JUNE 30, 2018

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Total Budgeted Amount: $1,955,250.00

*Maximum Daily Bed Use is the maximum amount of beds available for this program in the provider's facility.

** Leap Year

From 12/01/2015 through 12/31/2017 budgets are based on fixed costs and shall not decrease if MCRP participant placement falls below twenty (20) beds.

Effective November 1, 2017 an additional twenty (20) beds shall be paid at the per diem rate per bed.

This Agreement shall not exceed $1,955,250.00
On or prior to the tenth of each month, Provider shall provide an Invoice of outstanding charges from the preceding month with a report attached of activity for that month. The report shall identify the below:

- Name of MCRP participant served
- Number of days MCRP participant resided in the MCRP facility

Provider shall forward original invoice and copies of all supporting documentation to County at the address listed below:

Butte County Probation Department
Attention: Fiscal MCRP
42 County Center Drive
Oroville, CA 95965

Upon receipt and approval of monthly statements from Provider, County shall authorize payment to Provider in the amount shown on the invoice.
AMENDMENT TO CONTRACT
GREATER THAN $25,000.00

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- **Fixed Price**
- **Not-to-Exceed Price**

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Page 26, EXHIBIT "B" RATE AND METHOD OF PAYMENT shall be replaced with the attached EXHIBIT "B" REVISED RATE AND METHOD OF PAYMENT.

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

**COUNTY**

Steve Lambert, Chair Board of Supervisors Date 4/20/18

**CONTRACTOR**

Jody Alsdruf, Manager Tri County Treatment Date

Samatha Schem Date 6/26/18

By: County Counsel Date 6/25/18

Amendment to contract Greater Than $25,000.00 Butte County General Services Department Rev. 1-11-11 Page 1 of 3
EXHIBIT “B”
REVISED RATE AND METHOD OF PAYMENT

FISCAL YEARS:
DECEMBER 1, 2015 THROUGH JUNE 30, 2016
JULY 1, 2016 THROUGH JUNE 30, 2017
JULY 1, 2017 THROUGH JUNE 30, 2018
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<td>365</td>
<td>$602,250.00</td>
</tr>
<tr>
<td></td>
<td>$82.50</td>
<td>21-40***</td>
<td>242</td>
<td>$399,300.00</td>
</tr>
<tr>
<td>2018/2019</td>
<td>$82.50</td>
<td>40</td>
<td>365</td>
<td>$1,204,500.00</td>
</tr>
<tr>
<td><strong>Total Budget Amount</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$3,159,750.00</strong></td>
</tr>
</tbody>
</table>

*Maximum Daily Bed Use is the maximum amount of beds available for this program in the provider’s facility.

** Leap Year

From 12/01/2015 through 12/31/2017, budgets are based on fixed costs and shall not decrease if MCRP participant placement falls below twenty (20) beds.

***Effective November 1, 2017 an additional twenty (20) beds shall be paid at the per diem rate per bed.

This agreement shall not exceed $3,159,750.00.
On or prior to the tenth of each month, Provider shall provide an Invoice of outstanding charges from the preceding month with a report attached of activity for that month. The report shall identify the below:

- Name of MCRP participant served
- Number of days MCRP participant resided in the MCRP facility

Provider shall forward original invoice and copies of all supporting documentation to County at the address listed below:

Butte County Probation Department  
Attention: Fiscal MCRP  
42 County Center Drive  
Oroville, CA 95965

Upon receipt and approval of monthly statements from Provider, County shall authorize payment to Provider in the amount shown on the invoice.
AMENDMENT TO CONTRACT
GREATER THAN $26,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

<table>
<thead>
<tr>
<th>Amendment Number</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Amendment</td>
<td>01/10/19</td>
</tr>
<tr>
<td>Contract Number</td>
<td>X21911</td>
</tr>
<tr>
<td>Date of Contract</td>
<td>12/01/15</td>
</tr>
<tr>
<td>Contractor</td>
<td>Tri County Treatment</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous Contract Price</th>
<th>$3,159,750</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Change This Amendment</td>
<td>$18,100</td>
</tr>
<tr>
<td>Revised Contract Price</td>
<td>$3,177,850</td>
</tr>
</tbody>
</table>

| Original Completion Date | 06/30/19 |
| Revised Completion Date | N/A |

Description of Additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

Page 3, 6. FINANCIAL PROVISIONS, B. Compensation, shall read: The maximum amount payable under this agreement shall not exceed THREE MILLION, ONE HUNDRED SEVENTY SEVEN THOUSAND, EIGHT HUNDRED AND FIFTY DOLLARS ($3,177,850.00), and shall consist of funding from CDCR for the MCRP.

Page 9, EXHIBIT “A” SCOPE OF WORK 1. Provider Responsibilities shall be amended to include the following: S. The Provider shall provide or arrange necessary transportation services for MCRP participants for CDCR approved activities such as but not limited to: employment interviews, DMV appointments, educational classes and weekly shopping for personal necessities.

Page 26, EXHIBIT “B” RATE AND METHOD OF PAYMENT shall be replaced with the attached EXHIBIT “B” REVISED RATE AND METHOD OF PAYMENT.

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

CONTRACTOR

Tamara Ingersoll, Deputy Director
Butte County General Services Department

Jody Alsdfur, Manager
Tri County Treatment

Sarath Hein
Contracts Division

County Counsel
EXHIBIT “B”
REVISED RATE AND METHOD OF PAYMENT

FISCAL YEARS:
DECEMBER 1, 2015 THROUGH JUNE 30, 2016
JULY 1, 2016 THROUGH JUNE 30, 2017
JULY 1, 2017 THROUGH JUNE 30, 2018
JULY 1, 2018 THROUGH JUNE 30, 2019

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Per Diem Bed Rate</th>
<th>Maximum Daily Bed Use</th>
<th>Total Days</th>
<th>Budgeted Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015/2016</td>
<td>$82.50</td>
<td>X 20* X</td>
<td>213**</td>
<td>$351,450.00</td>
</tr>
<tr>
<td>2016/2017</td>
<td>$82.50</td>
<td>X 20* X</td>
<td>365</td>
<td>$602,250.00</td>
</tr>
<tr>
<td>2017/2018</td>
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<td>X 21-40*** X</td>
<td>242</td>
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<td>X 40 X</td>
<td>365</td>
<td>$1,204,500.00</td>
</tr>
<tr>
<td>2018/2019</td>
<td>$5.00****</td>
<td>X 40 X</td>
<td>181</td>
<td>$18,100.00</td>
</tr>
</tbody>
</table>

Total Budget Amount $3,177,850.00

*Maximum Daily Bed Use is the maximum amount of beds available for this program in the provider’s facility.

** Leap Year

From 12/01/2015 through 12/31/2017, budgets are based on fixed costs and shall not decrease if MCRP participant placement falls below twenty (20) beds.

***Effective November 1, 2017 an additional twenty (20) beds shall be paid at the per diem rate per bed.

****Effective January 1, 2019 an additional $5.00 for transportation services provided to MCRP participants may be billed per diem per participant, not to exceed $18,100.

This agreement shall not exceed $3,177,850.00.
On or prior to the tenth of each month, Provider shall provide an Invoice of outstanding charges from the preceding month with a report attached of activity for that month. The report shall identify the below.

- Name of MCRP participant served
- Number of days MCRP participant resided in the MCRP facility

Provider shall forward original invoice and copies of all supporting documentation to County at the address listed below:

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Attention: Fiscal MCRP  
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Oroville, CA 95965

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AMENDMENT TO CONTRACT
GREATER THAN $25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

<table>
<thead>
<tr>
<th>Amendment Number</th>
<th>4</th>
<th>Date of Amendment</th>
<th>06/10/19</th>
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<th>Fixed Price</th>
<th>Not-to-Exceed Price</th>
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<td>$18,100</td>
<td>Fixed Price</td>
<td>Not-to-Exceed Price</td>
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<tr>
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<td>Fixed Price</td>
<td>Not-to-Exceed Price</td>
</tr>
</tbody>
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| Original Completion Date | 6/30/19 | Revised Completion Date | N/A |

Description of Additional Changes: (If any provision of the Contract is being modified by this Amendment, include the amended form of the modified provision below.)

Page 3, 5. FINANCIAL PROVISIONS, B. Compensation. shall read: The maximum amount payable under this agreement shall not exceed THREE MILLION, ONE HUNDRED NINETY FIVE THOUSAND, NINE HUNDRED AND FIFTY DOLLARS ($3,195,950.00), and shall consist of funding from CDCR for the MCRP.

Page 26, EXHIBIT "B" RATE AND METHOD OF PAYMENT shall be replaced with the attached EXHIBIT "B" REVISED RATE AND METHOD OF PAYMENT.

All other terms of this Contract shall remain in full force and effect and are hereby reaffirmed as originally stated or as previously amended by prior written amendment to this contract.

COUNTY

Tamara Ingersoll, Deputy Director
Butte County General Services

DATE

CONTRACTOR

Jody Alsdurf, Manager
Tri County Treatment

DATE

Contracts Division

DATE

County Counsel

DATE

Amendment to contract Greater Than $25,000.00 Butte County General Services Department Rev. 1-11-11 Page 1 of 3
EXHIBIT "B"
REVISED RATE AND METHOD OF PAYMENT

FISCAL YEARS:
DECEMBER 1, 2015 THROUGH JUNE 30, 2016
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From 12/01/2015 through 12/31/2017, budgets are based on fixed costs and shall not decrease if MCRP participant placement falls below twenty (20) beds.

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