Agreement No. 567117

AGREEMENT BETWEEN THE COUNTY OF KINGS AND CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC. FOR THE PROVISION OF RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT AND OTHER REHABILITATIVE SERVICES

THIS AGREEMENT is made and entered into on October 22, 2024, by and between the County of Kings, a political subdivision of the State of California ("County") and Champions Recovery Alternative Programs, Inc., a California nonprofit public benefit corporation ("Contractor") (singularly a "Party," collectively the "Parties").

RECITALS

WHEREAS, the County requires residential substance use treatment and other rehabilitative services; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

County hereby engages Contractor to do, perform and carry out the services as set forth in **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously, and professionally perform the work set forth in **Exhibit A** to the County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

Contractor affirms that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as required to perform the work under this Agreement.

3. COMPENSATION

County shall pay Contractor no more than a maximum amount of \$358,349.70 for all services rendered under this Agreement and which will be provided by Kings County Probation Department. Contractor is not entitled to, nor will County pay any additional consideration, compensation, or other remuneration for services rendered under this Agreement.

Should no funds or insufficient funds be appropriated for this Agreement or prove unavailable to fund services under this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

Upon submission of an invoice by Contractor and approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement commences on July 1, 2024, and terminates on June 30, 2025, unless otherwise terminated in accordance with its terms. The Parties understand and agree that this Agreement covers services rendered from July 1, 2024.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures; shall be clearly identified; and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

7. TERMINATION

The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

- A. <u>Without Cause</u>. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.
- B. <u>With Cause</u>. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-defaulting Party shall provide written notice to the defaulting Party of its intention to terminate this Agreement and inform the defaulting Party whether the breach is able to be cured or not.
- 1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Default, all Notices of Breach shall be deemed subject to this provision. If the non-defaulting Party deems the breach of a nature subject to cure, said Party shall allow the defaulting Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Default, the non-defaulting Party may terminate the Agreement upon further written notice specifying the date of termination.

- a. In the event the nature of the breach requires more time than allowed in the Notice of Default to cure, the defaulting Party may submit a written proposal to the non-defaulting Party within that period, setting forth a specific plan to remedy the default and the date certain for completion. If the non-defaulting Party assents to the proposed plan in writing, the defaulting Party shall immediately commence curing the breach. If the defaulting Party fails to cure the breach within said period, the non-defaulting Party may terminate this Agreement: I) immediately; ii) on the date specified in the Notice of Default; or iii) grant the defaulting Party additional time to cure.
- b. Alternatively, the County may elect to cure the default and Contractor shall bear all expenses incurred the County in curing the breach.
- 2) <u>Breach Not Subject to Cure</u>. If the non-defaulting Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Default to the defaulting Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.
- C. <u>Effects of Termination</u>. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities.
- D. <u>No Waiver of Breach or Default by Forbearance</u>. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or default of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or default; nor iii) impair or prejudice any remedy available to the non-defaulting Party.

8. INSURANCE

- A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance. Without limiting the County's right of indemnification from Contractor or any third-parties, Contractor shall purchase and maintain the insurance policies described below (the "Insurance Policy(ies") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.
- B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County guaranteeing said coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.
- C. <u>Endorsement of Policies</u>. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad

as form CG 20 26, as to any liability arising from the performance of this Agreement.

- D. <u>Insurance Limits</u>. Contractor shall obtain the Insurance Policies in the amounts set forth below:
- 1) <u>Commercial General Liability</u> covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.
- 2) <u>Comprehensive Automobile Liability</u> covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.
- 3) <u>Workers Compensation</u> as required by the California Labor Code. Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.
- 4) <u>Professional Liability</u> covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.
- E. <u>Rating of Insurers</u>. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.
- F. <u>Notice of Cancellation to the County and Payment of Premiums</u>. Contractor shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the Insurance Policy shall be construed in derogation of the continuing duty of the Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

- A. <u>Professional Services.</u> When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and the County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify County for the County's own negligence or for the negligence of third-parties.
- B. <u>All Other Services</u>. Other than in the performance of professional services, including agreements where professional services will be provided along with other types of

services, and to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

- C. This indemnification specifically includes any claims that may be against the County by any taxing authority or third-party asserting that an employer-employee relationship exists by reason of this Agreement.
- D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies the County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent contractors and is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 <u>et seq.</u> regarding a drug free workplace and all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 7920 <u>et seq.</u>

Contractor shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act (HIPAA) and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as **Exhibit B.**

12. CONFIDENTIALITY

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under the Agreement. Contractor shall prevent the unauthorized disclosure of confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or board of directors,

employees, officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with rendering services under this Agreement. Contractor shall not employ, nor retain any such person during the term of this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to and shall disclose to County in writing the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

14. Nondiscrimination

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15. SUBCONTRACTORS

Services under this Agreement are personal services. Contractor warrants that it has not and shall not subcontract any work under this Agreement without the prior written consent of the County, subject to any required state or federal approval.

16. ASSIGNMENT

Contractor shall not assign this Agreement or monies due without the prior written consent of the County, subject to any required state or federal approval. Assignment by Contractor of any monies due shall not constitute an assignment of this Agreement.

17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) days of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data, and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at the County's sole risk. No material

prepared in connection with this Agreement shall be subject to copyright in the United States or in any other country.

19. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

COUNTY: KINGS COUNTY PROBATION DEPARTMENT

ATTN: LEONARD A. BAKKER II, CHIEF PROBTION OFFICER

1424 FORUM DRIVE HANFORD, CA 93230

CONTRACTOR: CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.

ATTN: FRANK RUIZ, EXECUTIVE DIRECTOR

311 NORTH DOUTY STREET

HANFORD, CA 93230

If notice is given by: a) personal delivery, it is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days following the date of mailing, or the delivery date reflected on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties have executed and delivered this Agreement in the County of Kings, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. Kings County is the appropriate venue for bringing any action or proceeding in connection with this Agreement, whether in law or equity. Contractor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remaining provisions remain enforceable and the unenforceable provisions constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

/././

23. NO THIRD-PARTY BENEFICIARIES

Unless otherwise specifically stated in this Agreement, the County and Contractor are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly, or otherwise, to a third-party.

24. ADA COMPLIANCE

Contractor shall comply with the Americans with Disabilities Act, Title II, and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

25. Entire Agreement; Contributions of Both Parties

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

26. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement in two (2) or more counterparts that together constitute one (1) Agreement.

27. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS	CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.
By: Doug Verboon, Chairman Kings County Board of Supervisors	By: Francisco T. Ruiz Frank Ruiz Executive Director
ATTEST	
By:Catherine Venturella, Clerk of the Board	
INSURANCE APPROVED	
By: Sarah Poots, Risk Manager	

APPROVED AS TO FORM Diane Freeman, County Counsel

Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: HIPAA Business Associate Exhibit

COUNTY OF KINGS

&

Champions Recovery Alternative Programs, Inc.

Samuel's House

SCOPE OF WORK

July 1, 2024, to June 30, 2025

Contractor is a non-profit agency, governed by a board of directors, with oversight by an Executive Director. Under the Executive Director, there are various program managers, Clinical Supervisor, Human Resources Director, administrative staff, a Medical Director, a Certified Public Accountant, substance use counselors, general facility monitors, clerical staff, and interns. Champions provides a wide array of behavioral health services, reentry services, and family programming. The mission of Contractor is to "Renewing Hope. Restoring Lives," focusing on the strengths and resiliency of clients to work collaboratively to rebuild broken lives, provide essential treatment and services to address robust and often complex behavioral health needs. Contractor strives to create a chance for positive change in the lives of the clients and their families through trauma-informed, strength-based, innovative, and comprehensive delivery models.

A. Description of Samuel's House

Samuel's House is a Department of Health Care Services ("DHCS") licensed residential substance use disorder ("SUD") treatment program for adult males and is Drug Medi-Cal ("DMC") approved. Samuel's House provides clinically managed residential services in a 24-hour living support environment by certified and licensed providers. SUD treatment services focus on:

- a. Relapse prevention,
- b. Medication compliance,
- c. Life skills,
- d. Education and vocation,
- e. Health and wellness, and
- f. Specialized groups that can include but is not limited to:
 - i. Parenting,
 - ii. Community engagement,
 - iii. Employment training,
 - iv. Job readiness, and
 - v. Other classes per individualized need.

Samuel's House is a child-friendly program; therefore, child visitation and opportunities are welcomed. Withdrawal Management is also available when deemed clinically necessary per the American Society of Addiction Medicine (ASAM).

B. Samuel's House Service Agreement

1. Samuel's House will provide Kings County Probation Department ("Probation") with up to six (6) beds for residential SUD treatment. The number of beds available to Probation may be decreased if determines that temporary safety protocols are needed to prevent the spread of COVID-19 or any other

contagious disease. All male defendants identified by Probation, who meet medical necessity and are categorized as medium to high risk of re-offending, per the SRNA, shall be eligible for services at Samuel's House.

- a. Samuel's House will serve male defendants referred by the Probation Department who have been determined by Probation Department as likely to benefit from the interventions available through Samuel's House.
- b. Samuel's House and the Probation Department will staff low risk male defendants to determine if they are suitable for the services provided through Samuel's House.
- c. Probation will not place participants identified as Sex Offender Registrants pursuant to California Penal Code 290-290.023.
- d. Serious/Violent offenders may be excluded from Samuel's House program based upon the recentness of the offense and the nature of the current/prior offense, as a means to ensure the safety of Samuel's House staff, partners, and other participants.
- e. The Probation Department shall utilize Samuel's House referral packet, to refer defendants for residential treatment services; the referral packet will include:
 - i Release of Information,
 - ii SRNA Assessment, and the
 - iii Probation Department Pre-Sentencing Report.
- f. Probation Department shall utilize the SRNA to identify and screen potential Samuel's House program participants and work collaboratively with Contractor to ensure clients interventions align with the SRNA report.
- g. Probationers shall participate in Samuel's House services for a minimum of 90 days and maximum of 180 days (which includes aftercare), dependent upon their sentencing to the program, unless otherwise Court ordered.
- h. The Probation Department and Contractor' staff may meet weekly on site as part of a Multidisciplinary Treatment Team (MDTT) to address any participant's risk of recidivism or program progress.

C. Screening & Assessment

Screening and assessment for SUD symptomology and treatment dosage are essential components of the American Society of Addiction Medicine ("ASAM") adopted by Contractor. The ASAM criteria is a comprehensive set of guidelines for assessment, service planning, placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. Using the criteria as a guide to: 1) assist clients from assessment through treatment, 2) work with the client to determine goals, 3) help rank and rate the client's risks, using the criteria's multidimensional approach to determine where to focus treatment and services, and 4) determine intensity and frequency of service needed using the criteria's detailed guides to levels of care.

Contractor specifically utilizes the *Matrix for Matching Adult Severity and Level of Function with Type and Intensity of Service* per ASAM and the *Diagnostic and Statistical Manual of Mental Disorders-5* (and IV-TR) to assess client symptomology, level of treatment dosage (level of care determined at screening with an ASAM screening tool), and diagnosis. Clients must meet criteria for Medical Necessity in order to be admitted into treatment. Residential clients will be reassessed at least every 90 days.

D. Treatment Services at Samuel's House

Samuel's House offers individualized treatment within a secure, home-like & monitored setting that can provide the following services to clients serving local custody time and those requiring higher intensity of treatment services:

- a. ASAM Level 3.1 Clinically Managed Low Intensity Residential Treatment,
- b. ASAM Level 3.2 Residential/ Inpatient Withdrawal Management Treatment
- c. ASAM Assessment of SUD
- d. Residential SUD Treatment Services:
 - i. Individual counseling,
 - ii. Group counseling,
- e. Employability Services:
 - i. Interviewing skills,
 - ii. Resume building,
 - iii. Computer literacy,
 - iv. Work attire etiquette,
 - v. Job search assistance
- f. Coordination and/or referrals to community support services, including:
 - i. Mental health services,
 - ii. Primary care providers,
 - iii. Job training, and
 - iv. Job placement services,
- g. Other strength & evidence-based services focused on individualized needs, which may include the following:
 - i. The Matrix Model: Intensive Outpatient Alcohol & Drug Treatment Program. Utilizes several modules within this curriculum as applicable to the client's needs.
 - ii. Living in Balance. Incorporates the Twelve Steps and Cognitive Behavioral Learning principles. Utilizes several modules within this curriculum as applicable to the client's needs.
 - iii. Beyond Violence. Addresses traumatization, victimization, and perpetration.
 - iv. Seeking Safety. Present-focused counseling model to address trauma and substance use.
 - v. Early Recovery Skills
 - vi. Criminal & Addictive Thinking. Identify maladaptive patterns, cues, and triggers and problem-solve solutions.
 - vii. Socialization. Identifying prosocial opportunities for engagement.
 - viii. A New Direction: A Cognitive Behavioral Treatment
 - ix. Family Ties. Reparation of support systems and improvement of boundaries.
 - x. Nurturing Parenting. Parenting program for fathers.
 - xi. Relapse Prevention
 - xii. Case Management. Enrollment documentation, activation of benefits, linkages and referrals, and care coordination. More intensive case management, inclusive of psychoeducation: budgeting and finance, employability skills, health & wellness.
 - xiii. Critical component in assisting clients to achieve recovery goals, maintain recovery, and achieve recovery goals.
 - xiv. Client Review Team Meeting: all referring and involved partners, client, and staff can attend. Review client needs, progress, setting goals, and collaborative agreements.
 - xv. Individual sessions.
 - xvi. Managing Co-Occurring Disorders. Change Companies program focused on cooccurring symptomology and coping skills.

- xvii. Thinking for a Change. Changing cognitive responses to cues and triggers for antisocial behaviors. Identifying choices and consequences. Strengthening skills and decision making.
- xviii. Recovery Support Services- following intensive levels of care discharge as deemed medically necessary. Inclusive of support to maintain recovery, peer to peer services, self-management support.
 - xix. Health & Wellness-contagious illness content require by DHCS.
 - xx. Treatment Planning
 - xxi. Assessment, Eligibility, and Screening.
- xxii. Discharge and Transition Planning. Inclusive of step-up or step-down per ASAM.
- xxiii. Urine Analysis & Alcohol blood alcohol concentration
- xxiv. Linkage to Medication Assisted Treatment via partnerships with Aria Health Clinic and Adventist Health.
- xxv. Outreach- inclusive of community-based events and psychoeducation for community and partners.
- xxvi. Employability -linkages to employment training opportunities and/ or school, assistance in interview skill building, resume building, work experience, and employment attainment.
- xxvii. Budgeting & Finance- focused on budgeting skills and cleanup of negative credit history.
- xxviii. Anger Management. Addresses the underlying issues surrounding anger, anger management skills, and refocusing.
- xxix. Exercise and other physical health activities-as appropriate.
- xxx. Coordination of care and transportation for narcotic treatment program services.
- xxxi. Coordination of transportation (combination of transportation service and transportation benefit).
- xxxii. Coordination of care for mental health services for clients with partner agencies for Serious Mental Illness within Kings County.
- xxxiii. Coordination of care for physical health services with partnering health providers within Kings County.

E. Waitlist

Samuel's House has the capacity to serve up to seven (6) probationers per day.

- a. Samuel's House shall maintain a waiting list once all service slots are full. Upon discharge of one participant, Samuel's House will work with our Probation liaison to enroll a new probationer from the waiting list.
- b. Samuel's House stakeholders are available to meet monthly to address issues of operation, program implementation and any other logistical needs.

F. Program Setting/Hours of Operation

- a. Program Facility Location: 11517 15th Ave., Lemoore, CA 93245
- b. Samuel's House shall be operational 24 hours per day, 7 days per week, including holidays.

HIPAA Business Associate Exhibit

I. Recitals.

- A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts160 and 164 ("the HIPAA regulations").
- B. The County of Kings ("County") wishes to, or may, disclose to Champions Recovery Alternative Programs, Inc. ("Business Associate") certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.
- C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- E. As set forth in this Agreement, the Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the County and creates, receives, maintains, transmits, uses or discloses PHI.
- F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.
- G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.
- H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

II. Permitted Uses and Disclosures of PHI by Business Associate.

- A. **Permitted Uses and Disclosures**. Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.
- B. **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Exhibit, Business Associate may:
- disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) Provision of residential substance use disorder treatment for adult males. Use PHI to provide residential substance use disorder treatment services to participants in its Samuel's House on behalf of the County. Said services are set forth in the Scope of Work, attached to the Agreement as Exhibit A.

III. Responsibilities of Business Associate.

Business Associate agrees:

- A. *Nondisclosure.* Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. *Safeguards*. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.
- C. **Security**. The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

- 1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit.
- 2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:
- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- 3) *Investigation of Breach*. To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. *Within seventy-two (72) hours of the discovery*, to notify the County:
- i. What data elements were involved and the extent of the data involved in the breach,
- ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
- iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
- iv. A description of the probable causes of the improper use or disclosure; and
- v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 4) Written Report. To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 5) *Notification of Individuals*. To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications.
- 6) **County Contact Information**. To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

County of Kings Administration Attn: Kyria Martinez, Acting CAO – HIPAA compliance officer 1400 W. Lacey Blvd., Bldg. 1 Hanford, California 93230 (559) 852-2589

- D. *Employee Training and Discipline*. To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:
- 1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.
- 2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

IV. Obligations of County.

County agrees to:

- A. *Notice of Privacy Practices*. Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).
- B. **Permission by Individuals for Use and Disclosure of PHI**. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. **Notification of Restrictions**. Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. **Requests Conflicting with HIPAA Rules**. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

V. Audits, Inspection and Enforcement.

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

VI. Termination.

- A. *Termination for Cause*. Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:
- 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County.
- 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or
- 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. *Judicial or Administrative Proceedings*. Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- C. *Effect of Termination*. Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business

Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

- A. **Disclaimer**. County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. Amendment. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:
- 1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or
- 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.
 - D. No Third-Party Beneficiaries. Nothing express or implied in the terms and

conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

- E. *Interpretation*. The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References**. A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival*. The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.
- H. **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment 1

Business Associate Data Security Standards

I. General Security Controls.

- A. *Confidentiality Statement.* All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.
- B. **Background Check.** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. Workstation/Laptop Encryption. All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.
- D. **Server Security.** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. *Minimum Necessary*. Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.
- F. *Removable Media Devices*. All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. *Antivirus Software*. All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor

release.

- I. User IDs and Password Controls. All users must be issued a unique username for accessing County PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- J. **Data Sanitization.** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

II. System Security Controls.

- A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- B. **Warning Banners.** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence.
- D. Access Controls. The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. *Transmission Encryption*. All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. *Intrusion Detection*. All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls.

- A. **System Security Review.** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.* All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls.

- A. **Disaster Recovery.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. **Data Backup Plan.** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

V. Paper Document Controls.

- A. **Supervision of Data.** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

- C. *Confidential Destruction*. County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.
- D. *Removal of Data.* County PHI must not be removed from the premises of the Business Associate except with express written permission of County.
- E. *Faxing*. Faxes containing County PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. *Mailing*. County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

COUNTY OF KINGS PURCHASING DEPARTMENT SOLE SOURCE JUSTIFICATION

This form must accompany any requisition whenever a sole source purchase is requested. State and local laws subject the County of Kings to competitive bidding requirements. Requisitions for goods and services that are to be purchased from a specific vendor or limited to a specific brand, where substitutes to the suggested vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The justification must be signed by the requestor and forwarded to the County's Purchasing Manager.

The Purchasing Manager will determine whether the justification is appropriate. Sole source justifications are to be supported by factual statements that will pass an internal, state or federal audit.



KINGS COUNTY PROBATION DEPARTMENT

Our mission is to protect the community we serve through enforcement of probation conditions, the use of risk/needs assessments and the supervision and treatment of the root causes of delinquency and criminality.

To: Evan Jones

Purchasing Manager

From: Kimberly Rankin

Deputy Chief Probation Officer

Date: August 29, 2024

Subject: Sole Source Justification – Samuel's House Residential/Champions

Champions Recovery Alternative Program, Inc. has operated in Kings County since 2000, as the leading provider of substance use disorder treatment. In 2015, Champions leased a 49-bed facility (Samuel's House) in Kings County to increase the number of residential beds available for justice involved and substance use disordered individuals. Kings County has contracted with Champions since that timeframe to relieve jail overcrowding and reduce recidivism rates.

Samuel's House offers temporary housing along with treatment focused on family reunification to help individuals reduce their criminal thinking and associated behaviors. Participants receive services that are designed to assist them abstain from alcohol and other drugs while increasing structure and stability. They also gain vocational and educational skills; all of which will help restore relationships and strengthen families. It is the only Department of Health Care Services (DHCS) licensed residential substance use disorder treatment program for adult males in Kings County and is Drug Medi-Cal approved. They provide clinically managed residential services by certified and licensed providers.

Given these factors, the Kings County Probation department submits that Champions Recovery Alternative Program, Samuel's House is currently a sole source provider uniquely qualified to meet the residential substance use disorder needs of our clients. They remain the only provider capable of fulfilling our critical service requirements without compromising the quality or accessibility of care for our clients.



Fax: (559) 583-1467

Fax: (559) 585-0488

Office:(559) 852-2850

Office:(559) 852-2970