

MEMORANDUM OF UNDERSTANDING

**BY AND BETWEEN THE COUNTY OF SISKIYOU (“COUNTY”) AND
CASCADE CIRCLE, INC.**

**A SISKIYOU COUNTY DRIVING UNDER THE INFLUENCE (“DUI”) PROGRAM PROVIDER
LICENSED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
TO PROVIDE DRIVING UNDER THE INFLUENCE PROGRAM SERVICES IN SISKIYOU
COUNTY**

This Memorandum Of Understanding (MOU) is made and entered into effective July 1, 2021 by and between the County of Siskiyou – Department of Health and Human Services - Behavioral Health Division (hereafter “COUNTY”) and Cascade Circle, Inc. (A California Corporation), (hereinafter “PROVIDER”), which is a DUI treatment program licensed by the State of California Department of Health Care Services (hereinafter “DHCS”) to provide DUI Program services in Siskiyou County based on the following representations and statements of purpose.

I. GUIDING LAWS AND PRINCIPLES

1. California Code of Regulations (“CCR”) Title 9, Division 4, Chapter 3 establishes and regulates DUI program services provided within the State of California and the requirements for general administration, licensure, program standards and participant standards.
2. The objectives of the State’s DUI program are to: (1) reduce the number of repeat DUI offenses by individuals who complete a DHCS approved and licensed DUI program and (2) provide participants an opportunity to address problems related to the use of alcohol and other drugs.

II. PURPOSE

The purpose of this MOU between COUNTY and PROVIDER is to outline the roles and responsibilities of the COUNTY and PROVIDER that fall under the category of DUI services specified in CCR Title 9, Division 4, Chapter 3.

III. PROVIDER RESPONSIBILITIES

1. PROVIDER agrees to provide DUI program services to individuals residing in Siskiyou County that are convicted of DUI and ordered by the Siskiyou County Court system to enroll in DUI program services. Out of county residents may also be served upon approval by court or county of jurisdiction.
2. PROVIDER’s services will be in compliance with CCR Title 9, Division 4, Chapter 3 and shall be consistent with PROVIDER’s application for licensure that was recommended by the COUNTY and approved by DHCS.

3. PROVIDER shall maintain a valid DUI program license from DHCS to operate as a licensed provider at each respective site where DUI program services are provided.
4. PROVIDER's services shall include those described in Attachment I, Additional Requirements and Services To Be Provided, attached to this MOU hereto and incorporated herein by reference.
5. PROVIDER shall agree and make provisions for providing DUI program services as described herein to participants who cannot afford to pay program fees per CCR Title 9, Division 4, Chapter 3 § 9878 and Health and Safety Code § 1187.4(b)(2).
6. PROVIDER shall provide the COUNTY and DHCS access to all programmatic and fiscal records (e.g., cost reports) necessary to conduct COUNTY monitoring and DHCS approved activities, including evaluation of services and fees owed by PROVIDER to the COUNTY. Said access shall not conflict with any local, state or federal confidentiality regulations.
7. PROVIDER shall provide the COUNTY and/or DHCS access to all records related to the provision of services under this MOU as required, to investigate any complaint or grievance that may be claimed against PROVIDER.
8. PROVIDER shall pay the COUNTY administration and monitoring fees. The approved fees are \$15.00 per participants enrolled in the WetReckless (SB1176), First Offender [i.e. Three (3) Month (AB541), Six (6) Month (AB762), and Nine (9) Month (AB1353)], and (18) Month (SB38) Second and Subsequent Offender programs.
9. PROVIDER shall submit payment of fees to the COUNTY within thirty (30) days of the previous reporting month. Non-payment of these fees to the COUNTY by the specified date may result in removal from the DUI program referral list.
10. PROVIDER shall submit cost reports to the COUNTY within sixty (60) days of the close of the fiscal year (e.g., August 30). Non-submission of cost reports within the specified time period may result in removal from the DUI program referral list.
11. PROVIDER shall inform the COUNTY thirty (30) days prior to closure of a DUI program. In the event of a program closure, PROVIDER shall make immediate and appropriate plans to transfer or refer all participants to other DUI providers for continuing service and to remit all participant files to the COUNTY.

IV. COUNTY RESPONSIBILITIES

1. COUNTY shall conduct monitoring of programs a minimum of two (2) times per fiscal year using the standard monitoring procedure/instrument developed and approved by DHCS in compliance with § 11837.6 of the Health and Safety code.

- a. COUNTY is authorized to represent the interests of COUNTY and DHCS in carrying out the terms and conditions of this MOU. With proper identification, the COUNTY will be allowed the right to inspect, review and monitor PROVIDER's facilities, program, procedures, and programmatic and financial records during normal business hours to ensure compliance with COUNTY and DHCS regulations and the terms of this MOU.
 - b. COUNTY shall monitor PROVIDER to ensure compliance with the regulations contained in the requirements outlined in CCR, Title 9, Division 4, Chapter 3, and CCR, Title 9, Division 4, Chapter 8, and by those additional requirements which may be established by the COUNTY as approved by DHCS.
 - c. COUNTY shall monitor PROVIDER to ensure that approved DUI programs do not utilize other funds administered by DHCS for program operations and to ensure that PROVIDERS do not utilize participant fees for purposes other than DUI program activities.
 - d. COUNTY shall evaluate PROVIDER (and all DUI providers) periodically for system effectiveness and quality of service.
 - e. COUNTY shall investigate complaints and grievances received by COUNTY against DUI program providers, and shall refer such complaints and grievances to DHCS as needed.
2. COUNTY shall ensure that there are sufficient licensed programs within the COUNTY to meet the DUI service needs of COUNTY residents. The COUNTY's determination of any need for additional DUI programs in Siskiyou County shall be in compliance with the criteria established in CCR, Title 9, Division 4, Chapter 3, § 9805.
 3. COUNTY shall assure the DHCS Licensing Branch in writing of the programmatic and fiscal integrity of the DUI programs the COUNTY has recommended for licensure.
 4. COUNTY shall continue to provide a list of approved AB 541, SB 38, and SB 1365 DUI programs to all Siskiyou Court locations, referral agencies, and other interested parties by program level (i.e., AB 541, SB 38, and SB1365).
 5. COUNTY shall continue its role as liaison between the Courts and other agencies within the COUNTY on regulation and requirements in CCR, Title 9, Division 4, Chapter 3.
 6. COUNTY may assess an amount not to exceed five percent of gross program revenue per annum for its administration and monitoring of the DUI program, in accordance with Section 9801.5. The county may assess an amount in excess of five percent of gross program revenue per annum only with approval by the Department. Such approval shall require the county to provide justification of actual costs and services. Approval shall be valid only for the fiscal year for which it is granted.

V. GENERAL TERMS:

1. The term of this MOU is effective on July 1, 2021 through June 30, 2024. The County shall have the sole option to extend the term for the three additional years through June 30, 2027. The option and extension shall be exercised at the sole discretion of the Interim Director through written notification from the Interim Director, or their designee, to the provider prior to the end of the term. This MOU may be terminated at any time with or without cause by either party upon giving at least thirty (30) days prior written notice thereof to the other party.
2. This MOU may be amended by mutual written consent of both parties via an amendment to this MOU.
3. COUNTY retains the right to amend this MOU when revisions are required based on changes in State regulations and/or Health and Safety Code as referenced herein above or as needed for DUI program services changes. Such amendments shall become effective upon execution by both parties.
4. Each party will appoint a person to serve as the official contact and coordinate the activities to be provided under this MOU. Unless otherwise provided for under this MOU, all notices to the COUNTY'S and PROVIDER'S contact shall be directed as indicated below:

The PROVIDER contact for this MOU is:

Name and Title: Charles Horner, Executive Director
Program Name: Cascade Circle, Inc.
Program Address: 3161 Bechelli Ln. Ste. 204B
Redding, CA 96002
Telephone No. (530) 222-8302
Fax No. (530) 222-5872
E-mail: charleschorner@cascadecircle.net

The COUNTY contact for this MOU is:

Toby Reusze,
SUD Administrator
Behavioral Health Division
2060 Campus Drive
Yreka, CA 96097
Telephone No. (530) 841-4789
Fax No. (530) 841-4712
E-mail: treusze@co.siskiyou.ca.us

IN WITNESS WHEREOF, County and Provider have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

Brandon Criss, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

PROVIDER: Cascade Circle

Date: 2/25/2022

DocuSigned by:
Charles C. Horner

Charles Horner, Executive Director

Date: 2/25/2022

DocuSigned by:
Robin D. Sparks, Corporate Secretary

Robin D Sparks, Corporate Secretary

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
2134	401100	552600	

Encumbrance number (if applicable)
If not to exceed, include amount not to exceed: \$.01 (Rate)

FY 21/22 \$0.01
FY 22/23 \$0.01
FY 23/24 \$0.01

Attachment I

I. TYPE OF SERVICE(S) AND LOCATION(S) TO BE PROVIDED BY DUI PROVIDER:

1. WetReckless

A. 490 S. Broadway Yreka, CA 96097

2. First Offender Programs (3, 6 or 9 Months):

A. 490 S. Broadway, Yreka, CA 96097

3. Second and Subsequent Offender Programs (18 Months):

A. 490 S. Broadway, Yreka, CA 96097