

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Sun Street Centers

(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Provide Board of State and Community Corrections (BSCC) Proposition 47 Cohort IV funded substance use disorder (SUD) treatment services in Monterey County to include SUD assessments, outpatient treatment, residential treatment, sober living accommodations, transportation services, an Outreach and Program Coordinator, and three additional days of Sobering Center staffing and operations

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 2,116,303.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2025 to June 30, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

Exhibit B: Budget and Expenditure Report-Advance Payment Invoice

Exhibit C: Budget and Expenditure Report-Substance Use Disorder Services Invoice

Exhibit D: Salaries and Benefits Worksheet

Exhibit E: Confidentiality of Patient Information

Exhibit F: Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, As Amended

Exhibit G: Assurance of Compliance with Monterey County's Cultural Competency Policy

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best’s Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

11.0 **NON-DISCRIMINATION:**

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 **COMPLIANCE WITH APPLICABLE LAWS:**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Ashley English, Management Analyst III	Anna Foglia, Chief Executive Officer
Name and Title	Name and Title
168 W. Alisal Street, Second Floor Salinas, CA 93901	11 Peach Drive Salinas, CA 93901
Address	Address
(831) 755-5543	(831) 753-5144, ext. 1
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

DocuSigned by:

By: _____

Susan Chapman

Department Head (if applicable)

Date: _____

5/27/2025 | 7:07 PM PDT

Approved as to Form
Office of the County Counsel¹
Susan K. Blitch, County Counsel

By: _____

Signed by:

[Signature]

851F1EAB7315423

County Counsel

Date: _____

5/8/2025 | 10:53 AM PDT

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

Sun Street Centers

Contractor/Business Name *

Signed by:

By: _____

[Signature]

(Signature of Chair, President, or Vice-President)

Anna Foglia, Chief Executive Officer

Name and Title

Date: _____

5/7/2025 | 6:29 AM PDT

Signed by:

By: _____

Renee E. Frasier

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Renee Frasier, Chief Financial Officer

Name and Title

Date: _____

5/7/2025 | 8:23 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subs. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

¹ Approval by the Office of the County Counsel is required.

² Approval by Auditor-Controller is required.

³ Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT A

**To Agreement by and between
Office of the Public Defender, hereinafter referred to as “County”
AND
Sun Street Centers, hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

1. SCOPE OF SERVICES

- 1.1. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below and in accordance with the requirements set forth in the California Code of Regulations (CCR), California Welfare and Institutions Code (WIC), California Health and Safety Code (HSC), State of California Department of Healthcare Services (DHCS), the California Family Code, Title XIX of the Social Security Act, Office of Management and Budget (OMB) Uniform Guidance, the Code of Federal Regulations (CFR), the Federal Acquisition Regulation (FAR), County of Monterey Substance Use Disorder services policies, and all other applicable Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of substance use disorder (SUD) services.
- 1.2. CONTRACTOR agrees and understands that all services and expenditure of funds under this Agreement must adhere to the Board of State and Community Corrections (BSCC) grant guidelines and requirements.
- 1.3. CONTRACTOR shall comply with all necessary County and State licensing and certification requirements. CONTRACTOR shall obtain and maintain appropriate licenses for mode of service and display the same in a public location. CONTRACTOR shall maintain applicable certification by DHCS for mode of service and comply with appropriate County or State service standards. CONTRACTOR shall have and maintain a valid fire clearance at the specified service delivery sites where direct services are provided to clients.

2. TARGET POPULATION

- 2.1. The target population to be served under this Agreement is Proposition 47 Cohort IV (hereinafter, Prop. 47) eligible clients in the County of Monterey. For the purposes of this Agreement, Prop. 47 eligible clients include adults and juveniles who have been arrested, charged with, and/or convicted of a criminal offense involving less serious crimes such as those covered by Proposition 47, and have a history of mental health issues and/or SUDs. For the purposes of this Agreement, a person has a history of mental health issues and/or SUDs if the person has:
 - 2.1.1. A mental health issue and/or SUD that limits one or more of their life activities
 - 2.1.2. Received services for a mental health issue and/or SUD
 - 2.1.3. Self-reported to a provider that they have a history of mental health issues and/or SUDs
 - 2.1.4. Been regarded as having a mental health issue and/or SUD

3. SERVICE REQUIREMENTS

- 3.1. CONTRACTOR agrees that funding under this Agreement shall not supplant Medi-Cal funding, and all appropriate Medi-Cal eligible services provided pursuant to this Agreement shall be billed to Medi-Cal and shall not be reimbursable under this Agreement.
- 3.2. CONTRACTOR agrees and understands that the project activity period for Prop. 47 funding ends on March 31, 2028. CONTRACTOR agrees that no project activity shall occur beyond this date; however, final invoicing for project activity may occur through and including April 20, 2028. Final outcome reporting in support of the Prop. 47 Local Evaluation Report may be required through and including June 30, 2028.

4. PROGRAM 1: SOBERING CENTER

- 4.1. CONTRACTOR shall operate the Sobering Center located at 119 Capitol Street in Salinas, CA for an additional three days per week, ensuring the Sobering Center is open 24 hours per day, 7 days per week. CONTRACTOR shall provide intake and/or admission services 24 hours per day, 7 days per week.
 - 4.1.1. This Agreement shall provide funding for the additional three days per week of operations only. CONTRACTOR shall track costs to ensure all claims under this Agreement align with these restrictions, and additional Sobering Center funding is not comingled with funding provided under this Agreement.
- 4.2. CONTRACTOR shall provide Sobering Center services that administer to the participant's level of intoxication from alcohol and other drugs, achieving a safe and supportive short-stay environment. While participant stays will likely average 4-6 hours, individual stays may vary.
- 4.3. CONTRACTOR shall ensure that qualified staff are on-site at all times.
- 4.4. CONTRACTOR shall provide accommodations for non-English speakers, the elderly (over 55 years of age), and those with nontraditional gender identification.
- 4.5. CONTRACTOR shall obtain participant referrals from law enforcement, including the Monterey County Sheriff's Office, the City of Salinas, and other local law enforcement jurisdictions. Law enforcement from several communities shall deliver "appropriate for services" participants to the Sobering Center.
- 4.6. CONTRACTOR is responsible for maintaining and building relationships with local law enforcement to ensure optimal use of the Sobering Center. This may include outreach, informational sessions, and establishing agreements with local law enforcement.
- 4.7. CONTRACTOR shall work closely with law enforcement to ensure prompt intake of Sobering Center participants.
- 4.8. CONTRACTOR shall not permit walk-ins, self-referrals, or unauthorized transport services to the Sobering Center.
- 4.9. CONTRACTOR shall provide to participants information on available SUD treatment, services, and support options. While it is a goal of this program to eventually engage participants in follow-up substance use or other necessary services and treatment, this program will be tailored to meet the inebriate's level of commitment to immediate services without an expectation of placement in follow-up treatment programs or additional services.

- 4.10. CONTRACTOR shall provide transportation services for participants departing the Sobering Center. Transportation shall include a departure van that shall serve all communities within Monterey County. CONTRACTOR shall be responsible for all departure transport services for all participants leaving the Sobering Center. Upon departure from the Sobering Center, participants will be placed in follow-up services, wherever possible, or returned to the community from which they came. CONTRACTOR shall provide transportation for participants up to 16 hours per day.
- 4.11. CONTRACTOR shall have the primary responsibility for the program, facility, staffing, and participant transportation from the facility.
- 4.12. CONTRACTOR shall develop procedures and policies to ensure that safety of staff and participants is the highest priority.
- 4.13. CONTRACTOR shall serve adults (18 years and older) who are noncombative, agreeable, verbally responsive, and able to communicate. CONTRACTOR shall primarily serve participants experiencing alcohol inebriation (including drunk in public and Driving Under the Influence (DUI) first offenders) and shall consider, on a case-by-case basis, participants with secondary drug use. CONTRACTOR shall appropriately screen participants to ensure a higher level of services is not indicated for a particular inebriation episode.
- 4.14. CONTRACTOR shall provide services to a minimum of 150 additional participants per year.

5. PROGRAM 2: SOBER LIVING ENVIRONMENT

- 5.1. CONTRACTOR shall provide Sober Living Environments (SLE) at 8 Sun Street in Salinas, CA and 641 Broadway Street in King City, CA. CONTRACTOR shall provide intake and/or admission services 24 hours per day, 7 days per week.
 - 5.1.1. CONTRACTOR shall provide SLE services for adult (18 years or older) women at the Salinas location.
 - 5.1.2. CONTRACTOR shall provide SLE services for adult (18 years or older) men and women at the King City location.
- 5.2. For the purposes of this Agreement, CONTRACTOR shall provide Sober Living homes consistent with the “recovery residence” definition outlined in HSC Section 11833.05(f): “...a residential dwelling that provides primary housing for individuals who seek a cooperative living arrangement that supports personal recovery from a substance use disorder.”
- 5.3. CONTRACTOR shall provide SLE that are social model cooperative living homes.
- 5.4. CONTRACTOR shall commit to ensuring a safe, clean, supportive, and structured recovery environment.
- 5.5. CONTRACTOR’s SLE program shall be structured to implement the skills, knowledge, awareness, education, etc. that residents have acquired in treatment and/or through twelve-step recovery processes.
- 5.6. CONTRACTOR shall strive to provide residents with the best possible opportunity to achieve and maintain sobriety.
- 5.7. CONTRACTOR shall work with residents who transition to SLE. Residents shall agree to a Sober Living Covenant designed to develop character, self-esteem, responsibility, self-reliance, and accountability, with SLE goals being sobriety, cooperation, cleanliness, and safety.

- 5.8. Funding for SLE may cover first and last month's rent and three months of rental assistance, with SLE being paid on a month-to-month lease.
 - 5.8.1. Should CONTRACTOR identify residents who would benefit from more than three months of rental assistance, County shall consider additional rental assistance on a case-by-case basis. Additional rental assistance beyond three months must be approved by County prior to CONTRACTOR's expenditure of funds for such purposes.
- 5.9. CONTRACTOR shall work with clients to transition them from SLE into permanent housing once the SLE stay is complete.
- 5.10. CONTRACTOR shall provide SLE services for up to 16 continuously enrolled Prop. 47 clients throughout the duration of the Agreement. This number is subject to change in accordance with available grant funding.

6. PROGRAM 3: RESIDENTIAL TREATMENT

- 6.1. CONTRACTOR shall provide Residential Treatment at 8 Sun Street in Salinas, CA and 641 Broadway Street in King City, CA. CONTRACTOR shall provide services 24 hours per day, 7 days per week.
 - 6.1.1. CONTRACTOR shall provide Residential Treatment services for adult (18 years or older) men at the Salinas location.
 - 6.1.2. CONTRACTOR shall provide Residential Treatment services for adult (18 years or older) men and women at the King City location.
 - 6.1.3. CONTRACTOR shall operate and maintain State certified Residential Treatment programs in accordance with DHCS license regulations. CONTRACTOR shall adhere to DHCS licensing and certification with respect to Residential Treatment capacity and participant eligibility.
- 6.2. CONTRACTOR shall adhere to the definition of Residential Treatment as outlined by the American Society of Addiction Medicine (ASAM). Residential Treatment is a non-institutional, 24-hour non-medical, short-term program that provides rehabilitation services to clients with a SUD diagnosis when determined as medically necessary and in accordance with an individualized treatment plan.
 - 6.2.1.1. Determination of medical necessity shall be made by CONTRACTOR consistent with DHCS policies, CFR Title 42, and WIC § 14059.5(a), 14059.5(b)(1).
 - 6.2.1.1.1. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.
 - 6.2.1.1.2. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service is necessary to correct or ameliorate screened health conditions. Consistent with Federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or a SUD are considered to ameliorate the condition and are thus

covered as Early and Periodic Screening, Diagnostic and Treatment (EPSDT) services.

- 6.3. CONTRACTOR shall provide a licensed/certified “social model” Residential Recovery Program.
- 6.4. All services provided by CONTRACTOR shall be bilingual English/Spanish.
- 6.5. CONTRACTOR shall provide the short-term (90 day) program with the following services:
 - 6.5.1. Outreach to potential residents and follow-up to former residents
 - 6.5.2. Weekly individual and/or group counseling
 - 6.5.3. Access to bed and personal area in dorm setting
 - 6.5.4. Resident government based on planned interaction and problem-solving
 - 6.5.5. Consultation on recovery planning and ancillary needs
 - 6.5.6. Scheduled meetings, meals, and transportation
 - 6.5.7. Support to new residents providing opportunities to bolster recovery
 - 6.5.8. Aid to client and community by teaching new values for communal living
- 6.6. CONTRACTOR shall provide Residential Treatment services and bed days for up to 54 continuously enrolled Prop. 47 clients throughout the duration of the Agreement. This number is subject to change in accordance with available grant funding. A Residential Treatment Day is defined as a calendar day, which is marked as the client having control of the bed during an overnight period.
- 6.7. CONTRACTOR shall provide transportation for clients from the Monterey County Jail to the Residential Treatment centers located in Salinas and King City. Transportation shall be available for a minimum of two business days per week, from 8:00am-5:00pm, with selected days being mutually agreed upon by CONTRACTOR and County. CONTRACTOR shall provide transportation to Residential Treatment centers for up to 40 clients throughout the duration of the Agreement. This number is subject to change in accordance with available grant funding.
 - 6.7.1. County shall make every effort, in collaboration with the Monterey County Court system and the Monterey County Sheriff’s Office, to provide CONTRACTOR with an estimated custody release time for each client; however, CONTRACTOR agrees and understands that extended wait times are an inherent part of the custody release process.
- 6.8. Residential Treatment shall include:
 - 6.8.1. Medications for Addiction Treatment (MAT), also known as medication-assisted treatment
 - 6.8.1.1. MAT includes all FDA-approved medications and biological products to treat alcohol use disorders (AUD), opioid use disorders (OUD), and SUD. MAT may be provided in clinical and non-clinical settings and can be delivered as part of a level of care. MAT may include assessment, care coordination, counseling (individual and group), family therapy, medication services, patient education, recovery services, SUD crisis intervention services, and withdrawal management services.
 - 6.8.1.2. Consistent with DHCS licensing and certification, CONTRACTOR shall offer MAT directly to the client or have an effective referral process in place with narcotic treatment programs, community health

centers, or other MAT providers that provide a client access to all FDA-approved medications for SUDs. An effective referral process shall include an established relationship with a MAT provider and transportation to appointments for MAT. Providing contact information for a MAT provider does not meet DHCS' requirement.

6.8.1.3. CONTRACTOR shall conduct evidence-based assessments of clients' needs for MAT. MAT assessments need not meet the comprehensive ASAM assessment requirements.

6.8.1.4. CONTRACTOR shall have and maintain a MAT policy approved by DHCS that includes all DHCS requirements or any subsequent DHCS notices.

6.8.2. Recovery Services

6.8.2.1. Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the client to their best possible functional level. Recovery Services emphasize the client's central role in managing their health, use of effective self-management support strategies, and organization of internal and community resources to provide ongoing self-management support to clients. Clients may receive Recovery Services based on self-assessment or provider assessment of relapse risk. Clients do not need to be diagnosed as being in remission to access Recovery Services. Clients may receive Recovery Services while receiving MAT services, including Narcotic Treatment Program (NTP) services. Clients may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD. Services may be provided in person, by telehealth, or by telephone. Recovery Services can be delivered as a standalone service, concurrently with other levels of care, or as a service delivered as part of a level of care. Recovery Services may include assessment, care coordination, counseling (individual and group), family therapy, recovery monitoring (which includes recovery coaching and monitoring designed for the maximum reduction of the client's SUD), relapse prevention (which includes interventions designed to teach clients with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the client's SUD).

6.8.3. Clinician Consultation

6.8.3.1. Clinician consultation may involve Licensed Practitioners of the Healing Arts (LPHA) such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists to support the provision of care. Clinician Consultation is designed to support licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

6.8.4. Peer Support Services

- 6.8.4.1. Peer Support Services may be conducted by a Medi-Cal Certified Peer Support Specialist. These individual and group services must be culturally competent and promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. These services aim to prevent relapse, empower clients through strength-based coaching, support linkages to community resources, and educate clients and their families about their conditions and the process of recovery. Peer support services may be provided with the client or significant support person(s) and may be provided in clinical or non-clinical settings. Peer support services can include contact with family members or other people supporting the client. Peer support services can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.
 - 6.8.4.2. Peer Support Services are based on a plan of care that includes specific individualized goals. The Peer Support Services plan of care must be approved by a Peer Support Service Specialist Supervisor. The plan of care shall be documented.
 - 6.8.4.3. Peer Support Services may consist of the following activities:
 - 6.8.4.3.1. Educational Skill Building Groups: providing a supportive environment in which clients and their families learn coping mechanisms and problem-solving skills in order to help the clients achieve desired outcomes. These groups promote skill building for the clients in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.
 - 6.8.4.3.2. Engagement Services: activities and coaching led by Peer Support Specialists to encourage and support clients to participate in behavioral health treatment. Engagement may include supporting clients in their transitions between levels of care and supporting clients in developing their own recovery goals and processes.
 - 6.8.4.3.3. Therapeutic Activity: a structured non-clinical activity provided by Peer Support Specialists to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the client's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the client, promotion of self-advocacy, resource navigation, and collaboration with the clients and others providing care or support to the client, family members, or significant support persons.
 - 6.9. Program Integrity

- 6.9.1. In accordance with HSC section 111834.015, DHCS has adopted the ASAM treatment criteria, or other equivalent evidenced based criteria as the minimum standard of care for AOD facilities. For purposes of this Agreement, CONTRACTOR shall adopt ASAM as the evidence-based practice standard for Levels of Care (LOC). CONTRACTOR shall ensure treatment staff of all SUD treatment programs receive adequate training in ASAM criteria prior to providing services.
- 6.10. Program Criteria
 - 6.10.1. CONTRACTOR shall provide services congruent with ASAM service levels.
 - 6.10.2. CONTRACTOR shall provide Clinically Managed Low-Intensity Residential Services in a DHCS licensed and DHCS/ASAM designated facility consisting of 24-hour structure and support with available trained personnel and at least 5 hours of clinical service/week. This treatment setting has a primary focus on the development of interpersonal skills and strengthening recovery so that individuals are prepared for transition to outpatient treatment, a sober living environment, and/or direct reintegration into the community.
 - 6.10.3. CONTRACTOR shall provide Clinically Managed High-Intensity Residential Services in a DHCS licensed and DHCS/ASAM designated facility consisting of structure and support designed to serve individuals who, because of specific functional limitations, need a 24-hour supportive treatment environment to initiate or continue a recovery process that has failed to progress. Many individuals placed in this level of care have significant social, behavioral, and psychological problems. This treatment setting is staffed by licensed or credentialed clinical staff such as addiction counselors who work with allied health professional staff in an interdisciplinary team approach. Staff must be knowledgeable about the biological and psychosocial dimensions of co-occurring substance use and mental health disorders and their treatment. Primary focus of treatment is delivery of evidence-based clinical services that improve the individual's ability to structure and organize the tasks of daily living and to develop and practice prosocial behaviors within the therapeutic community.
 - 6.10.4. CONTRACTOR shall provide services that are individualized to meet client needs. Each client shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems. Providers and residents shall work collaboratively to define barriers, set priorities, establish goals, create treatment plans, and solve problems. Goals include sustaining abstinence, preparing for relapse triggers, improving personal health and social functioning, and engaging in continuing care.
 - 6.10.5. CONTRACTOR must provide Residential Treatment in facilities that are designated as capable of delivering care consistent with the ASAM Criteria. Certain LOC must also have a DHCS LOC Designation and/or an ASAM LOC Certification that indicates the program is capable of delivering care consistent with the ASAM Criteria.
 - 6.10.6. CONTRACTOR shall provide services in an alcohol-free and drug-free environment that supports recovery or treatment for SUD problems. The use of

medications for the treatment of SUD, mental illness, or physical conditions shall be allowed and controlled as per CONTRACTOR's written policies and procedures.

- 6.10.6.1. CONTRACTOR shall have written policies regarding service delivery for when clients experience relapse episodes. These policies shall be supportive of and consistent with the alcohol-free and drug-free environment of the program.
- 6.10.7. Services are to be provided by a registered or certified SUD counselor or LPHA.
- 6.10.8. Residential Treatment services may include assessment, care coordination, counseling (individual and group), family therapy, medication services, MAT for OUD, MAT for AUD and other non-opioid SUDs, patient education, recovery services, and SUD crisis intervention services.
- 6.11. Length of Stay
 - 6.11.1. CONTRACTOR shall determine the client's length of stay in the Residential Treatment setting, based on individualized clinical need and industry best practices. CONTRACTOR may elect, based on individualized clinical need, to authorize up to 90 days continuous period maximum of Residential Treatment.
 - 6.11.2. If the client requires Residential Treatment beyond 90 days, CONTRACTOR shall contact County in writing with the request for additional Residential Treatment days, but must do so before expiration of the 90-day period. County shall authorize additional Residential Treatment days beyond the 90-day treatment period on a case-by-case basis. Additional Residential Treatment days shall be authorized in increments of no more than 30 days, with additional prior authorization from County required every 30 days thereafter.
 - 6.11.3. CONTRACTOR shall ensure that members receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress.
 - 6.11.4. Nothing in this section overrides any EPSDT requirements. EPSDT clients may receive a longer length of stay based on medical necessity.
- 6.12. Admission
 - 6.12.1. Individuals requesting admission to Residential Treatment must have an ASAM Criteria screening completed by qualified personnel prior to admission into the residential recovery program. CONTRACTOR shall complete a full ASAM criteria assessment within 72 hours of the date of admission into Residential Treatment.
 - 6.12.2. For clients who do not meet medical necessity for Residential Treatment based on the ASAM Criteria assessment, CONTRACTOR must discharge the client to a lower level of care within 72 hours of the date of admission to the Residential Treatment program.
 - 6.12.3. Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin, or disability. The above shall not preclude the program from emphasizing services for specific populations.
 - 6.12.4. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol-/drug-related problems should be the primary criteria for participation. To participate in Residential Treatment,

the client must have stated they have an alcohol or drug problem and stated a desire to live an alcohol and drug-free life.

- 6.12.5. All participation shall be voluntary.
- 6.12.6. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program.
- 6.12.7. No individual shall be admitted who, on the basis of CONTRACTOR judgment, exhibits, or has exhibited, behavior dangerous to self, residents, staff, or others.
- 6.12.8. No individual shall be admitted who, on the basis of CONTRACTOR judgment, requires an immediate medical evaluation or care by a licensed physician.
- 6.12.9. Treatment service locations shall be handicap accessible.
- 6.12.10. Visually- and hearing-impaired participants shall be welcome, and interpreters shall be utilized as needed.
- 6.12.11. Eligible clients must abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary.
- 6.12.12. Eligible clients must be free from communicable diseases which require reporting by Title 17, California Administrative Code, Section 2500.
- 6.12.13. Eligible clients must be free of the effects of alcohol and mood-altering drugs to the extent they can reasonably participate in the assessment and admission process, with the exception of prescribed medications which are deemed to be medically necessary.
- 6.12.14. If a client meets the Residential Treatment admission criteria and the CONTRACTOR does not have an available bed, CONTRACTOR shall recommend a referral to outpatient services. If CONTRACTOR does not have capacity for new referrals to their outpatient services program, CONTRACTOR shall refer the client to other Residential Treatment programs within the County that offer the same level of residential services.
- 6.12.15. For clients who have a stated desire to recover from alcohol or drug problems but do not meet the medical necessity/ASAM criteria for admission or continued placement in any County services, CONTRACTOR shall provide referrals to supportive services within the community, including 12-step recovery support groups.
- 6.12.16. Services shall not be denied because of an individual's inability to pay.
- 6.13. Coordination and Continuity of Care
 - 6.13.1. CONTRACTOR shall comply with the care and coordination requirements established by the Monterey County Health Department, Behavioral Health Bureau (MCBH) and 42 CFR § 438.208.
 - 6.13.2. CONTRACTOR shall ensure that all care, treatment, and services provided pursuant to this Agreement are coordinated among all providers who are serving the client. Coordination and continuity of care procedures shall meet the following requirements:
 - 6.13.2.1. Ensure that each client has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily

responsible for coordinating the services accessed by the client. The client shall be provided information on how to contact their designated person or entity.

- 6.13.2.2. All services provided to clients shall be coordinated:
 - 6.13.2.2.1. Between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays
 - 6.13.2.2.2. With the services the client receives from any other managed care organization
 - 6.13.2.2.3. With services the client receives under Medi-Cal
 - 6.13.2.2.4. With the services the client receives from community and social support providers
- 6.13.2.3. Share with other providers serving the client, as allowed by regulations, the results of any identification and assessment of the client's needs to prevent duplication of those activities.
- 6.13.2.4. Ensure that each provider furnishing services to clients maintains and shares, as appropriate, a client health record in accordance with professional standards.
- 6.13.2.5. Ensure that in the process of coordinating care, each client's privacy is protected in accordance with the privacy requirements in 45 CFR Parts 160 and 164 subparts A and E and 42 CFR Part 2, to the extent they are applicable.
- 6.13.3. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes. To facilitate care coordination, CONTRACTOR shall request a Health Insurance and Portability Act (HIPAA) and California law compliant client authorization to share client information with and among all providers involved in the client's care, in satisfaction of State and Federal privacy laws and regulations.
- 6.14. Medications
 - 6.14.1. If CONTRACTOR provides or stores medications, CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and Federal standards.
 - 6.14.2. CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.
 - 6.14.3. Prescription and over the counter medications which expire and other biohazardous pharmaceuticals, including used syringes or medications, which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record of disposal, to be retained for at least one year.
 - 6.14.4. CONTRACTOR shall have at least one program staff on duty at all times trained to adequately monitor clients for signs and symptoms of their possible misuse of prescribed medications, adverse medication reactions, and related medical complications.
- 6.15. Naloxone Requirements

- 6.15.1. CONTRACTOR shall maintain, at all times, at least 2 unexpired doses of naloxone, or any other opioid antagonist medication that is approved by the Food and Drug Administration (FDA) for the treatment of opioid overdose, on the premises of the licensed SUD recovery or treatment facility.
- 6.15.2. CONTRACTOR shall have at least one staff member, at all times, on the premises who knows the specific location of the naloxone, or other FDA-approved opioid antagonist medication, and who has been trained in its administration. Training shall include review of online resources and the National Harm Reduction Coalition's Opioid Overdose Basics website to respond effectively to an opioid-associated overdose emergency. Staff shall certify that they have reviewed and undergone training in opioid overdose prevention and treatment.
 - 6.15.2.1. CONTRACTOR shall document proof of completion of such training in the staff member's individual personnel file, in accordance with CCR Title 9 § 10564(k).
- 6.16. Tobacco Use Disorder
 - 6.16.1. CONTRACTOR, consistent with the requirements for licensed and/or certified SUD recovery or treatment facilities, shall conduct an assessment of tobacco use at the time of the client's initial intake, as part of the physical exam requirement for determining whether a client has a tobacco use disorder. CONTRACTOR shall:
 - 6.16.1.1. Provide information to the client on how continued use of tobacco products could affect their long-term success in recovery from SUDs
 - 6.16.1.2. Recommend treatment for tobacco use disorder in the treatment plan
 - 6.16.1.3. Offer treatment (subject to the limitation of the license or certification issued by DHCS) or a referral for treatment for tobacco use disorder
- 6.17. Documentation Requirements
 - 6.17.1. CONTRACTOR agrees to comply with documentation requirements for non-hospital services as specified in compliance with Federal, State, and County requirements. CONTRACTOR documentation shall be accurate, complete, and legible and shall track client services and all associated details.
 - 6.17.2. CONTRACTOR shall create and maintain documentation for each client served under this Agreement. Documentation shall include client symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric evaluation, crisis encounters, or other types of service encounters. Documentation shall be updated on an ongoing basis to reflect the current presentation of the client, changes in the client's condition, services received, progression of recovery, next steps, and collaborative efforts between the client, provider, and/or other providers.
 - 6.17.3. CONTRACTOR must document in such a way as to adhere to industry standards, laws, and regulations.
 - 6.17.4. CONTRACTOR shall update documentation within a reasonable time such that documentation reflects the current issues facing the client, in accordance with generally accepted standards of practice and as specified by DHCS.
 - 6.17.5. When a group service is rendered by the CONTRACTOR, a list of participants and associated providers is required to be documented and maintained by the

CONTRACTOR. Group services shall be documented appropriately for each client, including a brief description of the client's response to the service.

6.18. Assessment

- 6.18.1. CONTRACTOR shall use the ASAM Criteria assessment to determine appropriate level of SUD care. Assessment shall include CONTRACTOR's recommendations for ASAM level of care, medically necessary services, and additional provider referrals, as clinically appropriate. The assessment shall be completed by a LPHA or registered or certified counselor. If the assessment is completed by a registered or certified counselor, the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conference, or by telephone.
- 6.18.2. Assessments shall be updated as clinically appropriate when the client's condition changes.

6.19. Treatment Plans

- 6.19.1. CONTRACTOR shall develop treatment plans for all clients, when required, and these plans of care shall include the following:
 - 6.19.1.1. Statement of problems to be addressed as identified in the SUD Assessment and any other intake documentation
 - 6.19.1.2. Specific quantifiable goals to be reached which address each problem
 - 6.19.1.3. Specific quantifiable action steps which will be taken by the SUD counselor and/or person in care to accomplish identified goals
 - 6.19.1.4. Target date(s) for accomplishment of actions and objectives
 - 6.19.1.5. A description of services including the types of interventions/modalities
- 6.19.2. CONTRACTOR shall develop the treatment plan with participation from the client in accordance with the timeframes specified below:
 - 6.19.2.1. The treatment plan shall be developed within 10 calendar days from the date of the client's admission.
 - 6.19.2.2. The person in care's progress shall be reviewed and documented within 30 calendar days after signing the treatment plan and no later than every 30 calendar days thereafter.

6.20. Telehealth

- 6.20.1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, State, and Federal requirements, including those related to privacy/security, efficiency, and standards of care. All telehealth equipment and service locations must ensure that client confidentiality is maintained. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services. County may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

6.21. Discharge Planning

6.21.1. CONTRACTOR shall have written policies and procedures or shall adopt the County's policies and procedures regarding discharge. These procedures shall contain the following:

6.21.1.1. Written criteria for discharge defining successful completion of program, administrative discharge, involuntary discharge, and transfers and referrals

6.21.1.2. A discharge summary that includes:

6.21.1.2.1. Reason for discharge, including whether the discharge was voluntary or involuntary and whether the client successfully completed the program

6.21.1.2.2. Description of treatment episodes

6.21.1.2.3. Description of recovery services completed

6.21.1.2.4. Current alcohol and/or other drug usage

6.21.1.2.5. Vocational and educational achievements

6.21.1.2.6. Client's continuing recovery or discharge plan signed by an LPHA or registered or certified counselor and client

6.21.1.2.7. Transfers and referrals

6.21.1.2.8. Client's comments

7. PROGRAM 4: OUTPATIENT SERVICES

7.1. CONTRACTOR shall provide Outpatient Services at all locations certified to provide Outpatient Services, including 12 Sun Street in Salinas, 3043 MacArthur Drive in Marina, 1201 Echo Avenue in Seaside, and 641 Broadway Street in King City. CONTRACTOR shall operate programs from 8:00am-7:00pm, Monday through Friday.

7.1.1. CONTRACTOR shall provide Outpatient Services, including Intensive Outpatient Services, and recovery support for adults (18 years or older) and juveniles (under 18). CONTRACTOR shall provide such services when CONTRACTOR determines through assessment that such services are medically necessary for the client.

7.1.1.1. Determination of medical necessity shall be made by CONTRACTOR consistent with DHCS policies, CFR Title 42, WIC § 14059.5(a), 14059.5(b)(1).

7.1.1.1.1. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

7.1.1.1.2. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service is necessary to correct or ameliorate screened health conditions. Consistent with Federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or

an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

- 7.2. CONTRACTOR shall operate and maintain State-certified alcohol and drug programs in accordance with DHCS's Certification for Alcohol and Other Drug Programs 1.0, and in accordance with applicable State and Federal laws.
- 7.3. CONTRACTOR's Outpatient Services program shall offer up to 26 group counseling sessions and six individual sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, stress management, and relapse prevention.
 - 7.3.1. CONTRACTOR shall address parenting issues/needs in groups focusing on parenting skills, child growth and development, home management, nutrition, bonding, and effective discipline.
- 7.4. CONTRACTOR shall promote abstinence-based goals while utilizing motivational enhancement and cognitive-behavioral therapy. CONTRACTOR shall utilize an interdisciplinary team approach in the provision of recovery services, which includes a clinical supervisor, licensed therapists, certified counselors, peer recovery specialists, and parent educators.
- 7.5. CONTRACTOR will ensure Outpatient Treatment programs reduce the negative impact of substance abuse on the individual and family.
- 7.6. CONTRACTOR shall maintain a broad spectrum of Outpatient Treatment services to address the diverse needs of males, females, and LGBTQ+.
- 7.7. CONTRACTOR's Outpatient Treatment programs will empower clients in the collaborative treatment plan development process by matching treatment options and decisions based on the client's individual needs.
- 7.8. CONTRACTOR shall ensure treatment is easily accessible and available to all clients needing services who meet the diagnostic criteria for admission.
- 7.9. Outpatient Services shall include client attendance two to three times weekly, with the service the client receives being based on individualized recovery goals.
- 7.10. CONTRACTOR shall determine a client's length of stay in the program, taking into account the nature of the presenting problems, history of abuse/addiction, and ongoing review of medical necessity. Duration of the recovery support program averages four months.
- 7.11. CONTRACTOR shall provide Intensive Outpatient treatment for clients who have significant alcohol and/or drug problems that necessitate a higher intensity of service delivery to initiate and maintain abstinence. The Intensive Outpatient program is a structured recovery program that provides a more intensive delivery of Outpatient Services to assist the client to achieve and sustain sobriety. The intensity of treatment services may be modified as the client progresses through the program.
 - 7.11.1. The Intensive Outpatient program shall require participants to attend initial treatment sessions more frequently, and subsequently a reduced number of sessions as the client remains abstinent and progresses in their recovery.
- 7.12. CONTRACTOR shall provide Outpatient Treatment for up to 80 continuously enrolled Prop. 47 clients throughout the duration of the Agreement. This number is subject to change in accordance with available grant funding.
- 7.13. Outpatient Treatment shall include

7.13.1. Medications for Addiction Treatment (MAT), also known as medication-assisted treatment

- 7.13.1.1. MAT includes all FDA-approved medications and biological products to treat alcohol use disorders (AUD), opioid use disorders (OUD), and SUD. MAT may be provided in clinical and non-clinical settings and can be delivered as part of a level of care. MAT may include assessment, care coordination, counseling (individual and group), family therapy, medication services, patient education, recovery services, SUD crisis intervention services, and withdrawal management services.
- 7.13.1.2. Consistent with DHCS licensing and certification, CONTRACTOR shall offer MAT directly to the client or have an effective referral process in place with narcotic treatment programs, community health centers, or other MAT providers that provide a client access to all FDA-approved medications for SUDs. An effective referral process shall include an established relationship with a MAT provider and transportation to appointments for MAT. Providing contact information for a MAT provider does not meet DHCS' requirement.
- 7.13.1.3. CONTRACTOR shall conduct evidence-based assessments of clients' needs for MAT. MAT assessments need not meet the comprehensive ASAM assessment requirements.
- 7.13.1.4. CONTRACTOR shall have and maintain a MAT policy approved by DHCS that includes all DHCS requirements or any subsequent DHCS notices.

7.13.2. Recovery Services

- 7.13.2.1. Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the client to their best possible functional level. Recovery Services emphasize the client's central role in managing their health, use of effective self-management support strategies, and organization of internal and community resources to provide ongoing self-management support to clients. Clients may receive Recovery Services based on self-assessment or provider assessment of relapse risk. Clients do not need to be diagnosed as being in remission to access Recovery Services. Clients may receive Recovery Services while receiving MAT services, including Narcotic Treatment Program (NTP) services. Clients may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD. Services may be provided in person, by telehealth, or by telephone. Recovery Services can be delivered as a standalone service, concurrently with other levels of care, or as a service delivered as part of a level of care. Recovery Services may include assessment, care coordination, counseling (individual and group), family therapy, recovery monitoring (which includes recovery coaching and monitoring designed for the maximum reduction of the client's SUD), relapse prevention (which includes interventions designed to teach clients with

SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the client's SUD).

7.13.3. Clinician Consultation

7.13.3.1. Clinician consultation may involve Licensed Practitioners of the Healing Arts (LPHA) such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists to support the provision of care. Clinician Consultation is designed to support licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

7.13.4. Peer Support Services

7.13.4.1. Peer Support Services may be conducted by a Medi-Cal Certified Peer Support Specialist. These individual and group services must be culturally competent and promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. These services aim to prevent relapse, empower clients through strength-based coaching, support linkages to community resources, and educate clients and their families about their conditions and the process of recovery. Peer support services may be provided with the client or significant support person(s) and may be provided in clinical or non-clinical settings. Peer support services can include contact with family members or other people supporting the client. Peer support services can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

7.13.4.2. Peer Support Services are based on a plan of care that includes specific individualized goals. The Peer Support Services plan of care must be approved by a Peer Support Service Specialist Supervisor. The plan of care shall be documented.

7.13.4.3. Peer Support Services may consist of the following activities:

7.13.4.3.1. Educational Skill Building Groups: providing a supportive environment in which clients and their families learn coping mechanisms and problem-solving skills in order to help the clients achieve desired outcomes. These groups promote skill building for the clients in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

7.13.4.3.2. Engagement Services: activities and coaching led by Peer Support Specialists to encourage and support clients to participate in behavioral health treatment. Engagement may include supporting clients in their transitions between levels of

care and supporting clients in developing their own recovery goals and processes.

- 7.13.4.3.3. Therapeutic Activity: a structured non-clinical activity provided by Peer Support Specialists to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the client's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the client, promotion of self-advocacy, resource navigation, and collaboration with the clients and others providing care or support to the client, family members, or significant support persons

7.14. Program Integrity

- 7.14.1. In accordance with HSC section 111834.015, DHCS has adopted the ASAM treatment criteria, or other equivalent evidenced based criteria as the minimum standard of care for AOD facilities. For purposes of this Agreement, CONTRACTOR shall adopt ASAM as the evidence-based practice standard for Levels of Care (LOC). CONTRACTOR shall ensure treatment staff of all SUD treatment programs receive adequate training in ASAM criteria prior to providing services.

7.15. Program Criteria

- 7.15.1. CONTRACTOR shall provide services congruent with ASAM service levels.
- 7.15.2. CONTRACTOR shall provide Outpatient Services when medically necessary, offering up to nine hours per week for adults and up to six hours per week for adolescents. CONTRACTOR shall provide Intensive Outpatient Treatment services to clients for a minimum of nine hours a week for adults, and a minimum of six hours a week for adolescents.
 - 7.15.2.1. Services may exceed the maximum based on individual medical necessity as determined by CONTRACTOR.
- 7.15.3. Outpatient and Intensive Outpatient Treatment services may be provided in person, by telehealth, or by telephone.
- 7.15.4. CONTRACTOR must provide Outpatient Treatment services within facilities that are certified by the State of California and are operated and maintained to provide Outpatient Treatment services.
- 7.15.5. CONTRACTOR shall provide services in an alcohol-free and drug-free environment that supports recovery or treatment for SUD problems. The use of medications for the treatment of SUD, mental illness, or physical conditions shall be allowed and controlled as per CONTRACTOR's written policies and procedures.
 - 7.15.5.1. CONTRACTOR shall have written policies regarding service delivery for when clients experience relapse episodes. These policies shall be supportive of and consistent with the alcohol-free and drug-free environment of the program.
- 7.15.6. Services are to be provided by a registered or certified SUD counselor or LPHA.

- 7.15.7. Outpatient and Intensive Outpatient Treatment services may include assessment, care coordination, counseling (individual and group), family therapy, medication services, MAT for OUD, MAT for AUD and other non-opioid SUDs, patient education, recovery services, and SUD crisis intervention services.
- 7.15.8. When providing youth treatment services, CONTRACTOR shall comply with the requirements for youth programs as contained in DHCS's Adolescent Substance Use Disorder Best Practices Guide (October 2020) until such time new best practices are established and adopted by DHCS.
 - 7.15.8.1. CONTRACTOR shall further comply with California Family Code Section 6929, CCR Title 22 Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d) when providing services to minors 12-20 years of age.
- 7.15.9. When providing perinatal treatment services, CONTRACTOR shall comply with the requirements contained in Substance Use Disorder Perinatal Practice Guidelines (2024) until such time new guidelines are established and adopted by DHCS.
- 7.15.10. CONTRACTOR shall ensure that their policies, procedures, practices, rules, and regulations do not discriminate against the Prop. 47 target population. Whenever the needs of the client cannot be reasonably accommodated, efforts shall be made to make referral(s) to appropriate programs.
- 7.15.11. CONTRACTOR shall educate staff and collaborative partners to ensure Parole and Probation status is not a barrier to receiving SUD services.
- 7.16. Length of Stay
 - 7.16.1. CONTRACTOR shall determine the client's length of stay in Outpatient Treatment, based on individualized clinical need and industry best practices. Length of stay shall take into account the nature of the client's presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria.
- 7.17. Admission/Assessment
 - 7.17.1. CONTRACTOR shall use the ASAM Criteria assessment to determine appropriate level of SUD care. CONTRACTOR may perform the ASAM Criteria assessment in person, by telehealth, or by telephone. Assessment shall include CONTRACTOR's recommendations for ASAM Level of Care, medically necessary services, and additional provider referrals, as clinically appropriate. The assessment shall be completed by a LPHA or registered or certified counselor. If the assessment is completed by a registered or certified counselor, the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conference, or by telephone.
 - 7.17.2. CONTRACTOR shall complete ASAM screening for clients to ensure that the individual to whom the CONTRACTOR provides SUD services meets appropriate requirements.

- 7.17.3. CONTRACTOR shall ensure that the clinical record for each client includes detailed information indicating the client's presentation and needs are aligned with the criteria for services applicable to their age at the time of service.
- 7.17.3.1. CONTRACTOR shall have written admission criteria for determining the client's eligibility and suitability for treatment and services. All clients admitted shall meet the admission criteria, with such determinations being documented in the client's record.
- 7.17.4. CONTRACTOR may provide Outpatient Treatment services during the initial assessment process in accordance with industry best practices.
- 7.17.5. CONTRACTOR shall use their clinical expertise to complete initial assessments and subsequent assessments as expeditiously as possible, in accordance with client's clinical needs and generally accepted standards of practice to ensure that members receive the right service, at the right time, and in the right place.
- 7.17.6. County shall monitor timely completion of assessment to ensure appropriate access to, and utilization of, services. County shall not enforce standards for timely initial assessments, or subsequent assessments, in a manner that fails to permit adequate time to complete assessments when such time is necessary due to a member's individual clinical needs.
- 7.17.7. CONTRACTOR shall update assessments as clinically appropriate, such as when the client's condition changes.
- 7.17.8. CONTRACTOR shall use ASAM Criteria to determine placement into the appropriate LOC for all clients, which is separate and distinct from determining medical necessity, to ensure clients are able to receive care in the least restrictive LOC that is clinically appropriate to treat their condition.
- 7.17.9. A full ASAM Criteria assessment or brief screening ASAM Criteria tool for preliminary LOC recommendations shall not be required to begin providing services and shall not hinder client access to services.
- 7.17.10. Requirements for ASAM LOC assessments apply to NTP clients and settings.
- 7.17.11. Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin, or disability. The above shall not preclude the program from emphasizing services for specific populations.
- 7.17.12. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol-/drug-related problems should be the primary criteria for participation.
- 7.17.13. All participation shall be voluntary.
- 7.17.14. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program.
- 7.17.15. No individual shall be admitted who, on the basis of CONTRACTOR judgment, exhibits, or has exhibited, behavior dangerous to self, residents, staff, or others.
- 7.17.16. No individual shall be admitted who, on the basis of CONTRACTOR judgment, requires an immediate medical evaluation or care by a licensed physician.
- 7.17.17. Treatment service locations shall be handicap accessible.

- 7.17.18. Visually- and hearing-impaired participants shall be welcome, and interpreters shall be utilized as needed.
- 7.17.19. Services shall not be denied because of an individual's inability to pay.
- 7.18. Coordination and Continuity of Care
 - 7.18.1. CONTRACTOR shall ensure care coordination services address each client's level of need for appropriate stabilization and ongoing care.
 - 7.18.2. CONTRACTOR shall comply with the care and coordination requirements established by the Monterey County Health Department, Behavioral Health Bureau (MCBH) and 42 CFR § 438.208.
 - 7.18.3. CONTRACTOR shall ensure that all care, treatment, and services provided pursuant to this Agreement are coordinated among all providers who are serving the client. Coordination and continuity of care procedures shall meet the following requirements:
 - 7.18.3.1. Ensure that each client has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the client. The client shall be provided information on how to contact their designated person or entity.
 - 7.18.3.2. All services provided to clients shall be coordinated:
 - 7.18.3.2.1. Between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays
 - 7.18.3.2.2. With the services the client receives from any other managed care organization
 - 7.18.3.2.3. With services the client receives under Medi-Cal
 - 7.18.3.2.4. With the services the client receives from community and social support providers
 - 7.18.3.3. Share with other providers serving the client, as allowed by regulations, the results of any identification and assessment of the client's needs to prevent duplication of those activities.
 - 7.18.3.4. Ensure that each provider furnishing services to clients maintains and shares, as appropriate, a client health record in accordance with professional standards.
 - 7.18.3.5. Ensure that in the process of coordinating care, each client's privacy is protected in accordance with the privacy requirements in 45 CFR Parts 160 and 164 subparts A and E and 42 CFR Part 2, to the extent they are applicable.
 - 7.18.4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant client authorization to share client information with and among all providers involved in the client's care, in satisfaction of State and Federal privacy laws and regulations.
- 7.19. Medications

- 7.19.1. If CONTRACTOR provides or stores medications, CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and Federal standards.
- 7.19.2. CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.
- 7.19.3. Prescription and over the counter medications which expire and other biohazardous pharmaceuticals, including used syringes or medications, which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record of disposal, to be retained for at least one year.
- 7.19.4. CONTRACTOR shall have at least one program staff on duty at all times trained to adequately monitor clients for signs and symptoms of their possible misuse of prescribed medications, adverse medication reactions, and related medical complications.
- 7.20. Naloxone Requirements
 - 7.20.1. CONTRACTOR shall maintain, at all times, at least 2 unexpired doses of naloxone, or any other opioid antagonist medication that is approved by the Food and Drug Administration (FDA) for the treatment of opioid overdose, on the premises of the licensed SUD recovery or treatment facility.
 - 7.20.2. CONTRACTOR shall have at least one staff member, at all times, on the premises who knows the specific location of the naloxone, or other FDA-approved opioid antagonist medication, and who has been trained in its administration. Training shall include review of online resources and the National Harm Reduction Coalition's Opioid Overdose Basics website to respond effectively to an opioid-associated overdose emergency. Staff shall certify that they have reviewed and undergone training in opioid overdose prevention and treatment.
 - 7.20.2.1. CONTRACTOR shall document proof of completion of such training in the staff member's individual personnel file, in accordance with CCR Title 9 § 10564(k).
- 7.21. Tobacco Use Disorder
 - 7.21.1. CONTRACTOR, consistent with the requirements for licensed and/or certified SUD recovery or treatment facilities, shall conduct an assessment of tobacco use at the time of the client's initial intake, as part of the physical exam requirement for determining whether a client has a tobacco use disorder. CONTRACTOR shall:
 - 7.21.1.1. Provide information to the client on how continued use of tobacco products could affect their long-term success in recovery from SUD
 - 7.21.1.2. Recommend treatment for tobacco use disorder in the treatment plan
 - 7.21.1.3. Offer treatment (subject to the limitation of the license or certification issued by DHCS) or a referral for treatment for tobacco use disorder.
- 7.22. Documentation Requirements
 - 7.22.1. CONTRACTOR agrees to comply with Federal, State, and county documentation requirements. CONTRACTOR documentation shall be

accurate, complete, and legible and shall track client services and all associated details.

- 7.22.2. CONTRACTOR shall create and maintain documentation for each client served under this Agreement. Documentation shall include client symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric evaluation, crisis encounters, or other types of service encounters. Documentation shall be updated on an ongoing basis to reflect the current presentation of the client, changes in the client's condition, services received, progression of recovery, next steps, and collaborative efforts between the client, provider, and/or other providers.
- 7.22.3. CONTRACTOR must document in such a way as to adhere to industry standards, laws, and regulations.
- 7.22.4. CONTRACTOR shall update documentation within a reasonable time such that documentation reflects the current issues facing the client, in accordance with generally accepted standards of practice and as specified by DHCS.
- 7.22.5. When a group service is rendered by the CONTRACTOR, a list of participants and associated providers is required to be documented and maintained by the CONTRACTOR. Group services shall be documented appropriately for each client, including a brief description of the client's response to the service.

7.23. Treatment Plans

- 7.23.1. CONTRACTOR shall develop treatment plans for all clients, when required, and these plans of care shall include the following:
 - 7.23.1.1. Statement of problems to be addressed as identified in the SUD Assessment and any other intake documentation
 - 7.23.1.2. Specific quantifiable goals to be reached which address each problem
 - 7.23.1.3. Specific quantifiable action steps which will be taken by the SUD counselor and/or person in care to accomplish identified goals
 - 7.23.1.4. Target date(s) for accomplishment of actions and objectives
 - 7.23.1.5. A description of services including the types of interventions/modalities
- 7.23.2. CONTRACTOR shall develop the treatment plan with participation from the client in accordance with the timeframes specified below:
 - 7.23.2.1. The treatment plan shall be developed within 10 calendar days from the date of the client's admission.
 - 7.23.2.2. The person in care's progress shall be reviewed and documented within 30 calendar days after signing the treatment plan and no later than every 30 calendar days thereafter.
- 7.23.3. CONTRACTOR shall ensure treatment plans address each client's level of need for appropriate stabilization and ongoing care.

7.24. Telehealth

- 7.24.1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, State, and Federal requirements, including those related to privacy/security, efficiency, and standards of care. All telehealth equipment and service locations must ensure that client confidentiality is maintained. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice. Medical records for clients served

by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services. County may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

7.25. Discharge Planning

7.25.1. CONTRACTOR shall have written policies and procedures or shall adopt the County's policies and procedures regarding discharge. These procedures shall contain the following:

7.25.1.1. Written criteria for discharge defining successful completion of program, administrative discharge, involuntary discharge, and transfers and referrals

7.25.1.2. A discharge summary that includes:

7.25.1.2.1. Reason for discharge, including whether the discharge was voluntary or involuntary and whether the client successfully completed the program

7.25.1.2.2. Description of treatment episodes

7.25.1.2.3. Description of recovery services completed

7.25.1.2.4. Current alcohol and/or other drug usage

7.25.1.2.5. Vocational and educational achievements

7.25.1.2.6. Client's continuing recovery or discharge plan signed by an LPHA or registered or certified counselor and client

7.25.1.2.7. Transfers and referrals

7.25.1.2.8. Client's comments

8. ASSESSMENTS

8.1. CONTRACTOR shall provide client assessments to determine eligibility, suitability, medical necessity, and level of care needed. In order to optimize access to SUD treatment for the Prop. 47 population, reduce recidivism, and divert appropriate individuals from the justice system, CONTRACTOR shall provide in-custody assessments to individuals County identifies. CONTRACTOR shall provide up to 40 in-custody assessments for Prop. 47 clients throughout the duration of the Agreement. This number is subject to change in accordance with available grant funding. This does not replace CONTRACTOR's normal operating procedures for assessments (such as on-site assessments, telehealth assessments, etc.), but is supplementary to existing operating procedures.

8.2. CONTRACTOR shall collaborate with County in diversion efforts. This may include, but not be limited to, working with County to coordinate custody release and initiation of SUD treatment.

9. OUTREACH AND PROGRAM COORDINATOR

9.1. CONTRACTOR shall employ one full-time equivalent Outreach and Program Coordinator (hereinafter, Coordinator).

- 9.2. Coordinator shall help Prop. 47 clients access appropriate SUD treatment and services and shall perform case management for Prop. 47 clients.
- 9.3. Coordinator's duties shall include, but not be limited to, in-custody assessments for SUD treatment services, performing intakes of Prop. 47 clients, providing appropriate referrals for additional treatment, providing client transportation, managing additional Sobering Center operations, providing assessments and referrals for receptive Sobering Center participants, and providing client-appropriate referrals to additional Prop. 47 contractors/programming.
- 9.4. Coordinator shall communicate and collaborate with County Project Director or his/her designee to optimize service delivery for Prop. 47 clients. This may include, but not be limited to, providing updates on CONTRACTOR's availability and treatment capacity, coordinating transportation, coordinating referrals to additional Prop. 47 contractors/programming, and data reporting.

10. REFERRALS

- 10.1. Under this Agreement, referrals to CONTRACTOR for assessment and/or treatment may come from the Office of the Public Defender or MCBH. County reserves the right to add additional referral sources throughout the duration of the Agreement. If additional referral sources are added, County shall immediately communicate this change to CONTRACTOR.
- 10.2. This Agreement is not limited to clients referred by the Office of the Public Defender, MCBH, or other designated referral entities. If CONTRACTOR is contacted by, initiates contact with, and/or assesses a client that aligns with Prop. 47 eligibility criteria in the absence of a referral, CONTRACTOR shall have the discretion to enroll clients in Prop. 47 SUD treatment directly. CONTRACTOR must verify that the client meets Prop. 47 eligibility criteria prior to enrolling them in Prop. 47 services and must complete required Prop. 47 intake processes (described under Section 12. Reporting Requirements). Should CONTRACTOR inadvertently serve a client who is ineligible for Prop. 47 services, costs associated with that client shall be the CONTRACTOR's sole responsibility.
- 10.3. CONTRACTOR may internally refer Sobering Center participants to additional Prop. 47 SUD treatment, should the participant express interest in and commitment to immediate services.
- 10.4. CONTRACTOR shall refer Prop. 47 clients to additional Prop. 47 contractors/programming, with referrals tailored to individual client need. County shall provide CONTRACTOR with information regarding available Prop. 47 programming, contact information for additional services, and referral processes and procedures.
- 10.5. CONTRACTOR shall notify County upon reaching 90% of its capacity to admit individuals into programs under this Agreement.
- 10.6. Should CONTRACTOR, at any point during this Agreement term, not have capacity for new Prop. 47 referrals, CONTRACTOR shall refer said clients to other SUD treatment programs.

11. PERSONNEL

- 11.1. CONTRACTOR warrants that, during the term of this Agreement, each employee or subcontractor of CONTRACTOR providing the services described in this Agreement satisfies the professional standards and qualifications required by local, State, or Federal law.
- 11.2. CONTRACTOR warrants that, during the term of this Agreement, each employee or subcontractor of CONTRACTOR providing the services described in this Agreement has and maintains in good standing the appropriate registration, certification, and/or licensing from a State of California approved certifying body. CONTRACTOR shall comply with all County and State certification and licensing requirements and shall ensure that all services delivered by staff are within the scope of licensure and practice. CONTRACTOR shall maintain in a file, available for COUNTY's review during an audit of this Agreement, a copy of the appropriate certification for SUD counseling of each employee or subcontractor providing the services described in this Agreement. Pursuant to Title 9, CCR, Division 4, Chapter 8, §13000, CONTRACTOR staff that provides counseling services shall be certified in SUD Counseling by a State-approved certifying body. Counseling services provided in a DHCS licensed or certified program include:
 - 11.2.1. Evaluating clients' SUD treatment recovery needs, including ASAM intake placement screening prior to admission, and assessment of need for treatment services at the time of admission
 - 11.2.2. Developing and updating of a treatment plan or recovery plan
 - 11.2.3. Implementing the treatment or recovery plan
 - 11.2.4. Continued assessment and treatment planning
 - 11.2.5. Individual and group counseling sessions, face-to-face interviews or counseling for families, couples, and other individuals significant in the life of the participants
 - 11.2.6. Documenting counseling activities, assessment, treatment and recovery planning, clinical reports related to treatment provided, progress notes, discharge plan and discharge summaries and all other client related data
- 11.3. Pursuant to CFR 45 § 96.132(b), CONTRACTOR shall ensure continuing education is made available to all staff who provide services or activities to clients in such services or activities.
- 11.4. CONTRACTOR shall ensure that all personnel, including any volunteer staff and subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement. CONTRACTOR shall maintain records, available for County's review during an audit of this Agreement, documenting received training.
- 11.5. CONTRACTOR shall ensure that its personnel, including volunteer staff and subcontractor(s) performing services under this Agreement, shall not engage in conduct that constitutes unprofessional conduct pursuant to Business and Professions Code 4982 and 4992.3.

12. REPORTING REQUIREMENTS

- 12.1. Prop. 47 grant funding requires CONTRACTOR complete quarterly data collection and progress reports. CONTRACTOR shall regularly furnish all required data and

reports to County according to the requirements set forth by the BSCC and County. Should reporting requirements change during the term of this Agreement, County shall notify CONTRACTOR of such changes as soon as possible.

- 12.2. CONTRACTOR shall submit to County a quarterly narrative report, using a template to be provided by County, providing a description of program successes, challenges, progress, and outcomes.
- 12.3. CONTRACTOR shall submit to County quarterly data for Prop. 47 clients utilizing a template to be provided by County.
- 12.4. Quarterly narrative and data reports shall be submitted to County according to the following schedule:

Quarterly Progress Report Periods	Due no later than:
July 1, 2025 – September 30, 2025	October 15, 2025
October 1, 2025 – December 31, 2025	January 15, 2026
January 1, 2026 – March 31, 2026	April 15, 2026
April 1, 2026 – June 30, 2026	July 15, 2026
July 1, 2026 – September 30, 2026	October 15, 2026
October 1, 2026 – December 31, 2026	January 15, 2027
January 1, 2027 – March 31, 2027	April 15, 2027
April 1, 2027 – June 30, 2027	July 15, 2027
July 1, 2027 – September 30, 2027	October 15, 2027
October 1, 2027 – December 31, 2027	January 15, 2028
January 1, 2028 – March 31, 2028	April 15, 2028

- 12.5. CONTRACTOR shall submit narrative and data reports in a timely fashion, pursuant to this Agreement. Failure to submit reports according to the above schedule may result in disallowance of payment for claimed services.
- 12.6. CONTRACTOR is required to complete appropriate Prop. 47 intake forms for every client served under Prop. 47 programming. The intake process shall be designed by County, and CONTRACTOR shall receive training on and shall be held accountable for appropriate completion of said process for every client. Upon completion of the intake process, the client will be assigned an alphanumeric deidentification number (hereinafter, CY Number) which CONTRACTOR and County will use for data collection and transmission purposes. CONTRACTOR is responsible for clearly documenting each client's CY Number on CONTRACTOR's internal files to ensure accurate reporting is completed for each client throughout the duration of the grant period. Should CONTRACTOR fail to complete the intake process for a client, that client's received services shall not be reimbursable under this Agreement.
- 12.7. CONTRACTOR must provide data and reports that encompass all clients served under Prop. 47 programming, regardless of Medi-Cal status. For Prop. 47 clients who receive services covered by Medi-Cal, CONTRACTOR shall report on the total amount of Medi-Cal payment received per client. Medi-Cal payment per client shall be reported on CONTRACTOR's monthly invoice submissions. CONTRACTOR agrees that treatment for Prop. 47 Medi-Cal beneficiaries shall be documented, with a goal of Medi-Cal service provision for Prop. 47 Medi-Cal beneficiaries totaling a minimum of \$210,000 throughout the duration of this Agreement.

- 12.8. CONTRACTOR is expected to collect data that reflects dates, services received, and outcome of service delivery for each client served under this Agreement.
- 12.9. County shall provide to CONTRACTOR appropriate training for data collection and reporting requirements. CONTRACTOR shall notify County of any issues related to data collection and reporting requirements, including the need for additional training.
- 12.10. CONTRACTOR shall be responsible for maintaining confidentiality of all data shared with County and shared by County.
- 12.11. CONTRACTOR shall designate for County one point of contact for all communications related to data collection and reporting. The County Project Director (or his/her designee) and designated CONTRACTOR personnel shall be in close contact throughout the duration of the Agreement.

13. MONITORING/EVALUATIONS

- 13.1. CONTRACTOR agrees and understands that County bears oversight responsibility for management and administration of Prop. 47 funds, which includes monitoring participating agencies' adherence to mandated guidelines.
- 13.2. County shall have the right to inspect, evaluate, and monitor services provided under this Agreement for effectiveness, quality, appropriateness, and timeliness of services provided, as well as CONTRACTOR compliance with the terms and conditions of this Agreement.
- 13.3. CONTRACTOR agrees to:
 - 13.3.1. Communicate regularly with County Prop. 47 Project Director and/or designee.
 - 13.3.2. Attend, with at least one CONTRACTOR representative, monthly virtual collaboration meetings (schedule to be determined) and quarterly in-person meetings (location and schedule to be determined) to coordinate overall implementation of Prop. 47 funding.
 - 13.3.3. Attend, with at least one CONTRACTOR representative, monthly virtual meetings (schedule to be determined) with the County Prop. 47 Project Director and/or designee.
 - 13.3.4. Attend and participate in additional team and collaborative meetings, scheduled as necessary.
- 13.4. County shall review at regular intervals all statistical reports, financial records, and other documents concerning services provided under this Agreement. CONTRACTOR shall at all times cooperate with any assigned quality improvement plans and all applicable State and Federal quality improvement and financial integrity requirements.
- 13.5. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of services under this Agreement.
- 13.6. County and CONTRACTOR shall collaborate to implement and refine the program, as needed. County and CONTRACTOR shall continue to monitor implementation of this program primarily through communication between the County Prop. 47 Project Director and/or designee and CONTRACTOR designated point of contact. The focus of the monitoring activity will be to review and evaluate operations to ensure that appropriate participants are receiving services. Other meetings shall be scheduled as needed to discuss other areas that impact either party of this Agreement.

- 13.7. County shall conduct on-site audits to ensure appropriate documentation is retained, verify billing, observe operations, etc.

14. RECORDS, REPORTS, & AUDITS

- 14.1. CONTRACTOR shall maintain proper clinical and fiscal records relating to clients served under the terms of this Agreement, as required by County, DHCS, and all applicable State and Federal statutes and regulations. Records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, including treatment plans, records of client interviews, progress notes, and all data necessary to prepare reports to the State.
- 14.2. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of 18, but for a period of no less than ten (10) years.
- 14.3. CONTRACTOR shall maintain books, records, documents, and other evidence of accounting procedures and practices sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement.
- 14.4. Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, CONTRACTOR shall permit authorized County, State, and/or Federal agencies, through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder, including subcontract support activities, and the premises where such work is being performed. CONTRACTOR's and subcontractor's facilities or offices or such part thereof as may be engaged in the performance of this Agreement and any associated records shall be subject at all reasonable times to inspection, audit, and reproduction. If any inspection or evaluation is made of the CONTRACTOR's (or subcontractor's) premises, CONTRACTOR shall provide, and shall require subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
- 14.5. County, State, and Federal agencies have the right to audit, evaluate, and inspect any books, records, contracts, computers, electronic systems, premises, physical facilities, and equipment of CONTRACTOR and any subcontractor that pertain to any aspect of services and activities performed, or determination of amounts payable, under this Agreement at any time.
- 14.6. County, including, but not limited to, the County of Monterey Auditor-Controller's Office and/or designated representative, shall conduct Agreement compliance audits and reviews.
- 14.7. CONTRACTOR, and any subcontractor, agrees to allow auditor(s) access to records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records and the performance of this Agreement.
- 14.8. If this Agreement is completely or partially terminated, the records relating to the work performed prior to termination shall be preserved and made available to any auditor(s).

- 14.9. CONTRACTOR may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit, or obtain copies of said records, the CONTRACTOR must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers.
- 14.10. CONTRACTOR shall maintain individual client records, which includes electronic health records. Clinical records for each recipient of service shall be in compliance with all Federal and State documentation requirements. Such records shall contain all data necessary to prepare any reports reasonably required by County and/or the BSCC. Subject to State and Federal confidentiality requirements, CONTRACTOR agrees to furnish duly authorized County, State, or Federal government access to client records necessary to review or audit contract services and to disclose all financial transactions that pertain to the subject services.
- 14.11. Any and all audit exceptions by County or any Federal or State agency of CONTRACTOR's performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR. CONTRACTOR agrees to develop and implement corrective action plans in a manner acceptable to the County in order to comply with recommendations contained in audit reports. Such corrective action plans shall include time specific objectives to allow for measurement of progress. County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.
- 14.12. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to County not later than thirty (30) calendar days after the County notifies the CONTRACTOR of such overpayment. At County's election, County may recover the excess or any portion of it by offsets made by County against any payment(s) owed to CONTRACTOR under this Agreement.
- 14.13. All expenditures of State and Federal funds furnished by County are subject to audit by County. Such audits shall build upon audits already performed. Objectives of such audits may include, but not be limited to, the following:
 - 14.13.1. To determine claimed/reported services are properly documented by service records and accurately accumulated for claiming/reporting
 - 14.13.2. To validate data reported by CONTRACTOR
 - 14.13.3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records and compliance with laws and regulations
 - 14.13.4. To determine the cost of services
 - 14.13.5. To determine that expenditures are made in accordance with applicable Federal and State laws and regulations and contract requirements
 - 14.13.6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve contract objectives

- 14.13.7. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- 14.14. CONTRACTOR shall comply with the financial management standards contained in 45 CFR 75 and 96.30. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County and must outline the amount expended by funding source.
- 14.15. CONTRACTOR shall comply with and establish written accounting procedures consistent with the following requirements and shall be held accountable for audit exceptions taken by the State against the County or the CONTRACTOR for failure to comply with the following requirements:
 - 14.15.1. 21 CFR, Part 291
 - 14.15.2. 21 CFR, Part 1300
 - 14.15.3. 42 CFR, Part 2
 - 14.15.4. 45 CFR, Part 84, Section 84.7
 - 14.15.5. HSC, Division 10.5
 - 14.15.6. CCR Title 9, Division 4
 - 14.15.7. 2 CFR, Part 200, Section 501 and corresponding Office of Management and Budget (OMB) Circular A-133, and Single Audit Act of 1984/Signal Audit Act Amendments of 1996
 - 14.15.8. State Administrative Manual, Chapter 7200

15. TERMINATION & SURVIVAL OF OBLIGATIONS

- 15.1. County may, at its sole discretion, terminate this Agreement immediately upon the occurrence of any of the following events:
 - 15.1.1. CONTRACTOR fails to comply with County's Utilization Review procedures, quality improvement requirements, and financial integrity requirements
 - 15.1.2. CONTRACTOR fails to abide by grievance decisions
 - 15.1.3. CONTRACTOR fails to meet County qualification criteria
 - 15.1.4. CONTRACTOR fails to submit any reports requested by the County pursuant to this Agreement, including, but not limited to, Provider's Certification and accompanying audited financial statement and other supporting documents in accordance with the terms of a written notice from County to CONTRACTOR and/or audit requirements as outlined herein
 - 15.1.5. CONTRACTOR is unable, or reasonably expected to be unable, to provide services outlined in this Agreement, for any reason, for a period in excess of thirty consecutive days or sixty days in the aggregate over any 3-month period
 - 15.1.6. CONTRACTOR's performance of this Agreement poses an imminent danger to the health and safety of any individual client
 - 15.1.7. CONTRACTOR loses its licensure or certification
 - 15.1.8. CONTRACTOR is suspended, excluded, or otherwise becomes ineligible to participate in Prop. 47 programming
 - 15.1.9. CONTRACTOR breaches any confidentiality obligation
 - 15.1.10. CONTRACTOR breaches HIPAA and/or unlawfully transmits Protected Health Information (PHI)

- 15.1.11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation, or other similar law or jurisdiction
- 15.1.12. Insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal, or cancellation
- 15.1.13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason
- 15.1.14. County determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State, or local laws, and thirty calendar days have passed since written notice of the violation or breach has been given by County, without remedy thereof by CONTRACTOR to the satisfaction of County
- 15.2. Upon termination of this Agreement, County shall no longer refer clients to CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that, after termination, the following obligations shall remain in effect:
 - 15.2.1. CONTRACTOR shall, pursuant to this Agreement and upon approval of County, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged.
 - 15.2.2. County and CONTRACTOR shall continue to remain obligated under this Agreement with regard to charges and payments for covered services rendered prior to termination or required to be rendered after termination as provided above, until such obligations are discharged by full performance or until such performance is otherwise excused.
 - 15.2.3. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with County's efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between County and any other person or entity who may be engaged to provide services to County.
 - 15.2.4. CONTRACTOR shall remain subject to any audit otherwise authorized or required by this Agreement or by any State or Federal statute or regulations affecting this Agreement.

16. LIMITATION OF FUNDING

- 16.1. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by the State of California which may in any way impact the provisions or funding of this Agreement, including, but not limited to, those contained in the State's Budget Act. This Agreement shall be subject to any additional restrictions, limitations, or

conditions imposed by the Federal government which may in any way impact the provisions or funding of this Agreement.

- 16.2. This Agreement is made with the understanding that State governments are providing and will continue to provide funds to County so that County can make payments to CONTRACTOR under this Agreement. The identified funds are subject to increase or decrease dependent upon the availability of the appropriations by the State Legislature or tax transfers made by the State Controller. Increases or decreases in the amount County allocates to CONTRACTOR will require a written amendment to this Agreement.
- 16.3. Notwithstanding any other provision of this Agreement, if the State or Federal government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County in its sole and absolute discretion, after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR, effective immediately or on such other date as County specifies in the notice. Alternatively, it is mutually agreed that the Agreement may be amended to reflect any reduction in funding.
- 16.4. In the event the County's Board of Supervisors adopts, in any Fiscal Year (FY), a County budget which provides for reductions in County Agreements, the County reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that FY and any subsequent FY during the term of this Agreement, correspondingly. The County's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty calendar days of the Board's approval of such action.
- 16.5. Notwithstanding any other provision of this Agreement, County shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Agreement during any of County's current or future FY unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for such FY. In the event funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last FY for which funds were appropriated. County shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

17. AMENDMENTS

- 17.1. In the event of changes in the law that impact provisions of this Agreement, the parties agree to amend the impacted contract provisions to conform to the changes in the law retroactive to the effective date of such changes in the law. The parties further agree that the terms of this Agreement are severable and in the event of changes in the law as described above, the unimpacted provisions and obligations of the Agreement shall remain in full force and effect.

18. CONFIDENTIALITY

- 18.1. To the extent permitted by law, CONTRACTOR agrees to share information regarding justice-involved individuals impacted by this Agreement. The sharing of information related to specific case histories, as permitted by law, is deemed essential

- to collaboration and will be utilized only to gain an understanding of the needs of the client and to improve the planning, delivery, and evaluation of services.
- 18.2. For any work performed under this Agreement that is subject to HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. County shall amend this Agreement, if needed, to ensure compliance with HIPAA.
- 18.3. CONTRACTOR shall maintain confidentiality of its records in accordance with all applicable State and Federal laws and regulations regarding confidentiality of client records and information including, but not limited to:
- 18.3.1. 42 CFR, Part 2, Sections 2.1-2.67 and 290 dd-2
 - 18.3.2. WIC Sections 14100.2
 - 18.3.3. HSC, Division 10.5, Section 11977
 - 18.3.4. 22 CCR, Section 51009
- 18.4. Confidential medical or personal records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records and from contact with its clients and complainants shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The County shall have access to such confidential information and records to the extent allowed by law and such information and records to which County has access shall remain confidential and may be disclosed only as permitted by law.
- 18.5. CONTRACTOR and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the CONTRACTOR, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- 18.6. CONTRACTOR is solely responsible for obtaining from clients all necessary authorizations for disclosure of confidential information required pursuant to services performed under this Agreement.
- 18.7. CONTRACTOR and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement.
- 18.8. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of said confidentiality provisions.
- 18.9. CONTRACTOR and its employees, agents, or subcontractors shall promptly transmit to County all requests for disclosure of such identifying information not emanating from the client or person.

19. PATIENT RIGHTS

- 19.1. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in the WIC, Division 5, Part 1, Sections 5325, et. seq., and CCR, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et. seq.)

- 19.2. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals.
- 19.3. If the privacy rule as set forth in 45 CFR parts 160 and 164 applies, client may request and receive a copy of his/her medical records, and request that they be amended or corrected, as specified in 45 CFR § 164.524 and § 164.526.

20. BSCC TERMS

- 20.1. Non-Discrimination Clause and Civil Rights Compliance: During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 20.2. Books and Records: CONTRACTOR shall maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the CONTRACTOR's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and

- shall be subject to examination and/or audit by the BSCC or designees, State government auditors or designees, or by Federal government auditors or designees.
- 20.3. Access to Books and Records: Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. CONTRACTOR shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.
 - 20.4. Project Access: CONTRACTOR shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period including those maintained by CONTRACTOR. Access to program records will be made available by CONTRACTOR for a period of three (3) years following the end of the grant period.
 - 20.5. Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards
 - 20.5.1. CONTRACTOR must be duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of this Agreement.
 - 20.5.2. CONTRACTOR must be registered with the California Secretary of State's Office and must remain registered and in good standing throughout the duration of this Agreement.
 - 20.5.3. CONTRACTOR must be registered with the California Office of the Attorney General, Registry of Charitable Trusts and must remain registered and in good standing throughout the duration of this Agreement.
 - 20.5.4. CONTRACTOR must have a valid Employer Identification Number (EIN) and must maintain a valid EIN throughout the duration of this Agreement.
 - 20.5.5. CONTRACTOR must have a valid business license and must maintain a valid business license throughout the duration of this Agreement.
 - 20.5.6. CONTRACTOR must not have any outstanding civil judgments or liens and may not incur any civil judgments or liens throughout the duration of this Agreement.
 - 20.5.7. CONTRACTOR must have all required state and local licenses and certifications necessary to provide the services outlined in this Agreement and must maintain said licenses and certifications throughout the duration of this Agreement.
 - 20.5.8. CONTRACTOR must retain applicable source documentation that verifies compliance with the above criteria and must produce said documentation at County's request. CONTRACTOR must retain said documentation in accordance with the records and retention language outlined in this Agreement.
 - 20.5.9. Should CONTRACTOR not meet the outlined Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards at any point during this Agreement term, the Agreement shall be terminated effective immediately.

21. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

- 21.1. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations, policies, and other applicable laws. Cultural competency is defined as a congruent set of

practices, skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR's provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

- 21.2. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations, policies, and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.
 - 21.2.1. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8) and the Affordable Care Act (45 CFR Part 92).

22. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

- 22.1. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify County by telephone. In addition, CONTRACTOR shall promptly submit to County a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved with the incident; and (5) a detailed description of the incident.
- 22.2. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.
- 22.3. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults aged 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (WIC, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

23. DRUG FREE WORKPLACE

- 23.1. CONTRACTOR shall retain evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et. seq., to provide a drug-free workplace. CONTRACTOR shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or

- use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.
- 23.2. CONTRACTOR shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the CONTRACTOR's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. CONTRACTOR shall require that each employee engaged in the performance of this Agreement is given a copy of the company's drug-free policy statement and that, as a condition of employment, the employee agrees to abide by the terms of the statement.
- 23.3. CONTRACTOR shall require that smoking tobacco, e-cigarettes, and vaping not be permitted in any portion of any indoor facility used routinely or regularly for the provision of health care.
- 23.4. CONTRACTOR agrees that information that pertains to drug and alcohol programs shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. No aspect of CONTRACTOR's program shall include any message on the responsible use, if the use is unlawful, of drugs and alcohol (HSC Division 10, Chapter 1429, Sections 11999-11999.3). CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

24. FUND RESTRICTIONS

- 24.1. Funds under this Agreement may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder.
- 24.2. Funds under this Agreement may not be used to purchase sterile needs or syringes for the hypodermic injection of any illegal drug.

25. SUBCONTRACTING/DELEGATION AND ASSIGNMENT

- 25.1. CONTRACTOR may not subcontract any services under this Agreement without County's prior written authorization. At any time, County may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable laws, including, without limitation, the licensing, certification, privacy, data security and confidentiality requirements set forth herein, including the applicable provisions of 42 C.F.R. § 438.230. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to County for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).
- 25.2. CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the County, and any assignment without such consent shall automatically terminate this Agreement. Any delegation and/or assignments submitted to the County for review and approval shall be in the form of a subcontract.

26. PAYMENT PROVISIONS

- 26.1. County shall pay an amount not to exceed \$2,116,303.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR's compensation for services rendered shall be based on the following rates and in accordance with the following terms.
- 26.2. County shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in this Agreement. Payments shall be made at applicable rates up to the amounts identified for each program identified in this Agreement. For cash flow advances, County payments are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State, and/or County adjustments.
- 26.3. CONTRACTOR shall hold harmless the State and any recipients of services in the event County does not reimburse CONTRACTOR for services performed under this Agreement.
- 26.4. Expenses for project activity may be incurred through and including March 31, 2028, with final invoicing occurring no later than April 20, 2028.

TREATMENT SERVICES	TOTAL FOR FY 25-28
In-Custody Client Assessments	\$ 25,000.00
Outpatient Treatment-Individual Sessions	\$ 130,000.00
Outpatient Treatment-Group Sessions	
Residential Services	\$ 476,000.00
Sober Living Environment-Shared Room	\$ 62,000.00
Transportation from Monterey County Jail to Salinas Location	\$ 7,000.00
Transportation from Monterey County Jail to King City Location	
TOTAL FOR FY 25-28	\$ 700,000.00

RATES FOR TREATMENT SERVICES	FY 25/26	FY 26/27	FY 27/28
In-Custody Client Assessments (Cost per Assessment)	\$ 525.00	\$ 561.75	\$ 601.07
Outpatient Treatment-Individual Sessions (Cost per Session)	\$ 169.00	\$ 180.83	\$ 193.49
Outpatient Treatment-Group Sessions (Cost per Session)	\$ 95.00	\$ 101.65	\$ 108.77
Residential Services (Cost per Day)	\$ 230.00	\$ 246.10	\$ 263.33
Sober Living Environment-Shared Room (Cost per Month)	\$ 650.00	\$ 695.50	\$ 744.19
Transportation from Monterey County Jail to Salinas Location (Cost per Trip)	\$ 75.00	\$ 80.00	\$ 85.00
Transportation from Monterey County Jail to King City Location (Cost per Trip)	\$ 150.00	\$ 160.00	\$ 172.00

- 26.4.1. The total budget for Treatment Services shall not exceed \$700,000.00. County may adjust funding between line-items under Treatment Services to meet client need. Should CONTRACTOR identify an adjustment in line-item funding may be appropriate, CONTRACTOR shall contact County in writing with said request. County must approve the budget adjustment prior to CONTRACTOR incurring costs in excess of the above outlined budgets. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount

payable under this Agreement. As such, an increase in one line item shall require corresponding decreases in other line items.

SOBERING CENTER	FY 25/26	FY 26/27	FY 27/28	TOTAL
Salaries, Taxes, Benefits	\$ 304,202.00	\$ 319,412.00	\$ 251,537.00	\$ 875,151.00
Operating Expenses	\$ 19,624.00	\$ 20,998.00	\$ 16,851.00	\$ 57,473.00
Administration	\$ 74,013.00	\$ 79,193.00	\$ 63,553.00	\$ 216,759.00
TOTAL	\$ 397,839.00	\$ 419,603.00	\$ 331,941.00	\$ 1,149,383.00
QUARTERLY BILLING	\$ 99,459.75	\$ 104,900.75	\$ 110,647.00	

26.4.2. This Agreement shall provide funding for an additional three days per week of Sobering Center staffing and operations. CONTRACTOR shall track costs to ensure all claims under this Agreement align with these restrictions, and funding provided under this Agreement is not comingled with other sources of Sobering Center funding.

26.4.3. Operating Expenses for the Sobering Center may include staff training, contract services, food products, household supplies, office supplies, utilities, repair and maintenance, furniture and equipment, program materials, fuel, and staff screening costs.

26.4.3.1. CONTRACTOR shall not acquire equipment and/or fixed assets under this Agreement. For purposes of this Agreement, equipment/fixed assets are defined as nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$3,500 or more per unit, including tax and installation. If equipment is purchased as a complete package (i.e. computer, monitor, modem, software), the total package cost, not the unit cost, shall be utilized to determine equipment/fixed asset designation.

26.4.4. The total budget for the Sobering Center shall not exceed \$1,149,383.00; however, County may adjust funding between line-items to meet facility and client need. Should CONTRACTOR identify an adjustment in line-item funding may be appropriate, CONTRACTOR shall contact County in writing with said request. County must approve the budget adjustment prior to CONTRACTOR incurring costs in excess of the outlined budgets. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. As such, an increase in one line item shall require corresponding decreases in other line items.

OUTREACH AND PROGRAM COORDINATOR	FY 25/26	FY 26/27	FY 27/28	TOTAL
Salary, Taxes, Benefits	\$ 92,781.00	\$ 97,420.00	\$ 76,719.00	\$ 266,920.00
QUARTERLY BILLING	\$ 23,195.25	\$ 24,355.00	\$ 25,573.00	

26.5. Should the budgets outlined for Treatment Services, the Sobering Center, and the Outreach and Program Coordinator exceed CONTRACTOR/client needs and/or be insufficient to meet CONTRACTOR/client needs, County shall have the authority to adjust funding between Treatment Services, the Sobering Center, and the Outreach and Program Coordinator budgets. Should CONTRACTOR identify an adjustment

- may be appropriate/necessary, CONTRACTOR shall contact County in writing with said request. County must approve all budget adjustments prior to CONTRACTOR incurring costs in excess of the above outlined budgets. Such adjustments shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. As such, an increase in one item shall require corresponding decreases in other items.
- 26.6. Reimbursement for services shall be based on the agreed upon rates for providing those services less any revenues collected by CONTRACTOR from other payor sources. CONTRACTOR shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which have been paid by another source of revenue.
 - 26.7. CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not meet Prop. 47 criteria.
 - 26.8. To the extent a recipient of services under this Agreement is eligible for coverage under Medi-Cal, the Substance Abuse Prevention and Treatment Block Grant, or any other Federal or State funded program, CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the funded program responsible for such services to said eligible beneficiaries. Under no circumstances shall CONTRACTOR bill County for a portion of service costs for which CONTRACTOR has been or will be reimbursed from other contracts, grants, or sources.
 - 26.9. There shall be no travel reimbursement allowed during this Agreement.
 - 26.10. CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.
 - 26.11. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by County. Should CONTRACTOR not have available funds in the Agreement for a particular service and/or not have capacity to provide said service, CONTRACTOR shall, at the first opportunity, inform County and refer client(s) to another CONTRACTOR within the same geographic area, to the extent feasible.
 - 26.12. If this Agreement is cancelled for any reason, County's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above, except with respect to survival of obligations after termination wherein County and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.
 - 26.13. County payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all audits, as such payments are subject to future State and/or County adjustments. County adjustments to provisional payments to CONTRACTOR may be based on contractual limitations of this Agreement, application of various Federal, State, and/or County reimbursement limitations, application of any Federal, State, and/or County policies, procedures, and regulations, and/or Federal, State, and County audits, all of which take precedence over monthly claim reimbursements.
 - 26.14. Allowable costs shall be actual costs or charges for delivering the services specified under this Agreement. Any dispute over whether costs are allowable shall be resolved

in accordance with the provisions of applicable Federal, State, BSCC, and County regulations.

- 26.15. Failure to submit reports shall be deemed non-compliance with the terms and conditions of this Agreement and may cause reimbursement to be delayed or disallowed.

27. CONTRACTOR'S BILLING PROCEDURES

- 27.1. County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- 27.2. For the Sobering Center and Outreach and Program Coordinator, CONTRACTOR shall bill County quarterly and in advance, using the form provided in Exhibit B.
 - 27.2.1. Because funding for the Sobering Center and Outreach and Program Coordinator are cash flow advances, CONTRACTOR shall be required to reconcile all advances with actual costs and supporting documentation on a quarterly basis. CONTRACTOR shall supply all necessary documentation to support the actual costs from the cash flow advance, as well as an itemized accounting of such costs, within 14 days of completion of the quarter for which advance payment was received. Should overpayment be identified, County, in its sole discretion, may account for the overpayment utilizing a balance adjustment on a future invoice, or may require immediate repayment by CONTRACTOR. Should County require repayment, CONTRACTOR shall remit payment to County within thirty (30) calendar days.
 - 27.2.1.1.1. CONTRACTOR understands that balance adjustments shall only occur if the claimed costs are in excess of the actual costs; County shall not be held responsible for any costs that are in excess of FY budget allocations.
 - 27.2.2. Documentation to support claimed costs for the Sobering Center shall include, at minimum:
 - 27.2.2.1. General Ledger Documentation
 - 27.2.2.2. Payroll Reports
 - 27.2.2.3. Salaries and Benefits Information: All information outlined on the Salaries and Benefits Worksheet (Exhibit D) must be reported to County. CONTRACTOR may use the Salaries and Benefits Worksheet to report this information, or may opt to use something similar that is bespoke to CONTRACTOR. Should CONTRACTOR opt to use the Salaries and Benefits Worksheet, an electronic template shall be provided to CONTRACTOR, and CONTRACTOR shall submit only one Salaries and Benefits Worksheet per reconciliation. Should CONTRACTOR opt to use a bespoke worksheet/report, CONTRACTOR must ensure that all information contained on the Salaries and Benefits Worksheet is contained in the bespoke worksheet/report.
 - 27.2.2.4. Timesheets
 - 27.2.2.5. Itemized receipts to support Operating Expenses (staff training, contract services, food products, household supplies, office supplies, utilities,

- approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.
- 27.8. CONTRACTOR shall provide full access to documentation supporting expenditure of funds under this Agreement.
- 27.9. CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors. CONTRACTOR agrees to reimburse County for any audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.
- 27.10. CONTRACTOR shall submit via email a monthly claim with electronic signatures and supporting documentation for services rendered to County at:

EnglishAE@countyofmonterey.gov

- 27.11. County shall review and certify CONTRACTOR's claim either in the requested amount (or in such other amount as County approves in conformity with this Agreement) and shall then submit such certified claim to the County Auditor. The County Auditor-Controller shall pay the amount certified within thirty calendar days of receiving the certified invoice.
- 27.12. To the extent County determines CONTRACTOR has improperly claimed services under this Agreement, County may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment or County may make corrective accounting transactions.
- 27.13. If County certifies payment at a lesser amount than the amount requested, County shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for it. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to the County within twenty calendar days after the CONTRACTOR's receipt of the County notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person. Any costs incurred for dispute resolution shall be split evenly between CONTRACTOR and County.

EXHIBIT B

SUN STREET CENTERS
BUDGET AND EXPENDITURE REPORT
ADVANCE PAYMENT INVOICE

INVOICE DATE: _____

COUNTY MYA #: _____

INVOICE PERIOD: _____

COUNTY DO #: _____

MONTH/YEAR

SOBERING CENTER						
ITEM	TOTAL CONTRACTED AMOUNT	QUARTERLY BILLING AMOUNT	AMOUNT REQUESTED THIS PERIOD	TOTAL AMOUNT REQUESTED AS OF LAST PERIOD	TOTAL AMOUNT REQUESTED TO DATE	TOTAL REMAINING BALANCE
SALARIES, TAXES, BENEFITS	\$ 875,151.00	\$ 76,050.50	\$ -	\$ -	\$ -	\$ 875,151.00
OPERATING EXPENSES	\$ 57,473.00	\$ 4,906.00	\$ -	\$ -	\$ -	\$ 57,473.00
ADMINISTRATION	\$ 216,759.00	\$ 18,503.25	\$ -	\$ -	\$ -	\$ 216,759.00
TOTAL	\$ 1,149,383.00	\$ 99,459.75	\$ -	\$ -	\$ -	\$ 1,149,383.00

OUTREACH AND PROGRAM COORDINATOR						
ITEM	TOTAL CONTRACTED AMOUNT	QUARTERLY BILLING AMOUNT	AMOUNT REQUESTED THIS PERIOD	TOTAL AMOUNT REQUESTED AS OF LAST PERIOD	TOTAL AMOUNT REQUESTED TO DATE	TOTAL REMAINING BALANCE
SALARY, TAXES, BENEFITS	\$ 266,920.00	\$ 23,195.25	\$ -	\$ -	\$ -	\$ 266,920.00
TOTAL	\$ 266,920.00	\$ 23,195.25	\$ -	\$ -	\$ -	\$ 266,920.00

TOTAL CONTRACTED AMOUNT	QUARTERLY BILLING AMOUNT	AMOUNT REQUESTED THIS PERIOD	TOTAL AMOUNT REQUESTED AS OF LAST PERIOD	TOTAL AMOUNT REQUESTED TO DATE	TOTAL REMAINING BALANCE
\$ 1,416,303.00	\$ 122,655.00	\$ -	\$ -	\$ -	\$ 1,416,303.00

TOTAL CLAIM	\$ -
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I certify that the information provided above is, to the best of my knowledge, complete and accurate, and the amount requested for cash flow advance is in accordance with the associated Agreement. Full justification, backup records, and a reconciliation for these claims will be provided to County no later than 14 calendar days after completion of the quarter for which advance payment was received.

SIGNATURE: _____

TITLE: _____

NAME: _____

DATE: _____

DATE: _____

EXHIBIT E: CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

“Patient information” or “confidential information” includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “patient information” or “confidential information” includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

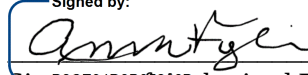
Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

Signed by:


Signature of Authorized Representative
5/7/2025 | 6:29 AM PDT

Date

Sun Street Centers

Business Name of Contractor
Anna Foglia

Name of Authorized Representative (printed)
CEO

Title of Authorized Representative

EXHIBIT F: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A. ☐ Employs fewer than fifteen persons;
- B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

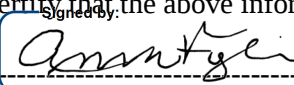
Contractor's Business Name		Sun Street Centers	
Name of Contractor's Designee		Anna Foglia	
Title of Designee		CEO	
Street 11Peach Dr			
City Salinas		State California	Zip 93901
IRS Employer Identification Number		946138701	
I certify that the above information is complete and correct to the best of my knowledge and belief.			
 B2CE94D3B05246B		Date 5/7/2025 6:29 AM PDT	
Signature of Contractor			

EXHIBIT G:

ASSURANCE OF COMPLIANCE WITH

MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethnic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Monterey County Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.

- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

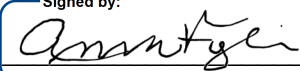
1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth;

consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

- 3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.
- 4. Support the county’s goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
- 5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
- 6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
- 7. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Signed by:

B2CE94D3B052468
Signature of Authorized Representative

5/7/2025 | 6:29 AM PDT
Date

Sun Street Centers
Contractor (Organization Name)
Anna Foglia
Name of Authorized Representative
CEO
Title of Authorized Representative