

**AMENDMENT NO. 5
TO ALCOHOL AND OR DRUG SERVICE AGREEMENT A-14020
BY AND BETWEEN
COUNTY OF MONTEREY AND
SUN STREET CENTERS**

This **AMENDMENT NO. 5** to Agreement A-14020 is made by and between the County of Monterey, hereinafter referred to as "COUNTY," and **Sun Street Centers**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into Agreement A-14020 dated June 26, 2018 (Agreement); Amendment No. 1 dated October 26, 2018, Amendment No. 2 dated April 11, 2019, Amendment No. 3 dated June 25, 2019, Amendment No. 4 dated October 24, 2019 and,

WHEREAS the parties desire to amend the Agreement as specified below;


1. Change 1/7th payments for Proposition 47 grant funded Residential Program Services to 1/12th for FY 2019-20.
2. Shift funding from Proposition 47 Outpatient (OP) services to Proposition 47 Individual and Group Counseling Services to meet the needs of the clients.

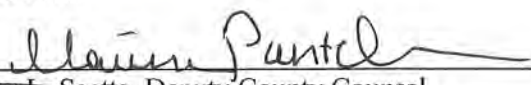
NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. EXHIBIT A-4: PROGRAM DESCRIPTION is replaced by EXHIBIT A-5: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A-4 shall be construed to refer to EXHIBIT A-5.
2. EXHIBIT B-4: PAYMENT PROVISIONS is replaced by EXHIBIT B-5: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B-4 shall be construed to refer to EXHIBIT B-5.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-14020 are unchanged and unaffected by this Amendment NO. 5 and shall continue in full force and effect as set forth in the Agreement.
4. This Amendment maintains the total contract amount of \$11,054,134.
5. This Amendment NO. 5 shall be effective February 1, 2020.
6. A copy of this Amendment NO. 5 shall be attached to the original Agreement executed by the County on June 26, 2018.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment NO. 5 to Agreement A-14020 as of the day and year written below.

COUNTY OF MONTEREY

By: 
Elsa M. Jimenez, Director of Health
Date: 02/11/2020

Approved as to Form
By: 
Stacy L. Saetta, Deputy County Counsel
Date: Marina Pantchenko
2/5/2020


Approved as to Fiscal Provisions
By: 
Gary Giboney, Chief Deputy Auditor/Controller
Date: Brianne Kostant
2/6/2020


Approved as to Liability Provisions
By: _____
Les Girard, Risk Management
Date: _____

Approved as to Content
By: _____
Amie Miller, Behavioral Health Director
Date: _____

CONTRACTOR

Contractor* _____

By: 
Anna Foglia, Executive Director
Date: 1/28/2020

By: 
Michelle Harris, CFO*
Date: 4/28/2020

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with signatures of two specified officers.
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of an officer who has authority to execute this Agreement on behalf of the partnership.
If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement

**EXHIBIT A-5:
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES**

PROGRAM 1: RESIDENTIAL/INPATIENT SERVICES (ASAM Level 3.1 and 3.5)

Program Locations

8 Sun Street
Salinas, CA 93901
(831) 753-5145

641 Broadway Street
King City, CA 93930
(831) 525-8181

Hours of Operation

Services are provided on a 24-hour 7-day a week basis.

The Guestroom/Detox program is located at 8 Sun Street and is accessible through the Center office.

Program Description

CONTRACTOR provides a licensed/certified "social model" Residential Recovery Program for men. Residential service currently comprises four (4) "Guestroom/Detox" beds and thirty-four (34) beds for a total of forty-two (42) beds for residents in the primary stage of recovery. CONTRACTOR is licensed and certified for fifty-five (55) beds by the State of California Department of Health Care Services. Participation in the program is limited by current license to men, 18 years and older. All services provided to clients are bi-lingual English/Spanish.

In general, this Short term (90 day) program will provide the following services:

- Outreach to potential residents and follow-up to former residents;
- Weekly individual and or group counseling;
- Access to bed and personal area in a dorm setting;
- Resident government based on planned interaction and problem-solving;
- Consultation on recovery planning and ancillary needs;
- Scheduled Center meetings, meals, and transportation;
- Support to new residents providing opportunities bolster recovery; and
- Aid to the client, and, community by teaching new values for communal living.

ASAM Service Level Description

CONTRACTOR will provide Level 3.1: 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.

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CONTRACTOR will provide Level 3.5: Clinically Managed High-Intensity Residential Services (Adult Criteria) 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 are 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.

Residential Treatment is a non-institutional, non-medical, short-term residential program that provides rehabilitation services to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized treatment plan.

The Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through face-to-face review or telehealth (when available) with the counselor to establish a beneficiary meets medical necessity criteria.

CONTRACTOR will provide Drug Medi-Cal (DMC) Residential/Inpatient Services to Beneficiaries in a Department of Health Care Services (DHCS) licensed residential facility that also has DMC certification and has been designated by DHCS as capable of delivering care consistent with ASAM criteria. Residential services can be provided in facilities of any size. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

The components of Residential Treatment Services are:

Intake: The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

Individual Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service and are reimbursed without distinction.

Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and Patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.

Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan.

The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.

- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Discharge Services (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

Length of Stay

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a “short-term resident” of the residential facility. The length of residential services range from 1 to 90 days with a 90-day maximum for adults; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. ***Only 2 (two) non-continuous 90-day regimens will be authorized in a one-year period.*** The average length of stay for residential services is 30 days. Residential services for adults may be authorized for up to 90 days in one continuous period. Reimbursement will be limited to two non-continuous regimens for adults in any one-year period (365 days). One extension of up to 30 days beyond the maximum length of stay of 90 days may be authorized for one continuous length of stay in a one-year period (365 days).

Assessment, Referral and Admission

Individuals requesting admission to the Residential Recovery Program shall have an ASAM Criteria assessment completed by the Behavioral Health Bureau Access Team or qualified CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process and within 30 days of initial treatment. Residential Treatment Service requests originating from the providers must be reviewed and authorized by the Behavioral Health Bureau Access Team prior to admission. Upon completion of the assessment, a pre-authorization referral packet (including the ASAM assessment) will be sent by the Provider to the Behavioral Health Bureau Access Team for review and authorization for funded services only. During the process, the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services. The COUNTY will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider. The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment.

The provider shall assure a counselor or LPHA completes a personal, medical and substance use history for each beneficiary upon admission to treatment. Assessment for all beneficiaries shall

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include at a minimum: Drug/Alcohol use history, medical history, family history, psychiatric/psychological history, social/recreational history, financial status history, educational history, employment history, criminal history, legal status, and previous substance use treatment history. The medical director or LPHA shall review each beneficiary's personal, medical and substance use history if assessment is completed by a counselor.

The provider shall include in its policies, procedures, and practice, written admission and readmission criteria for determining beneficiary's eligibility and the medical necessity for treatment. These criteria shall include at minimum: DSM diagnosis, use of alcohol/drugs of abuse, physical health status, and documentation of social and psychological problems.

Physical Examination Requirements

If a beneficiary had a physical examination within the twelve-month period prior to the beneficiary's admission to treatment date, the physician or registered nurse practitioner or physician's assistant shall review documentation of the of the beneficiary's most recent physical examination within 30 calendar days of the beneficiary's admission to treatment date. If a provider is unable to obtain documentation of a beneficiary's most recent physical examination, the provider shall describe efforts made to obtain this documentation in the beneficiary's individual patient record.

AB 109/Drug Court Referrals: The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether residential treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the DSM and ASAM Criteria to ensure that the client meets the requirements for residential services.

Residential Service referrals submitted by the Behavioral Health Bureau to the CONTRACTOR will include the submission of an electronic copy of the completed ASAM assessment.

Admission Criteria for Residential Treatment/Withdrawal Management Services

1. Program participation is voluntary. To be admitted persons must meet medical necessity and the ASAM criteria for residential services.
2. CONTRACTOR shall give admission priority to HIV + and IV drug users.
3. To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and
 - a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and
 - b. Abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and
 - c. Be free from communicable diseases, which require reporting by Title 17, California

Administrative Code, Section 2500

4. Individuals must be free of the effects of alcohol and mood-altering drugs to the extent that they can reasonably participate in the assessment and admission process, except for allowances under 2b above.
5. No person shall be admitted who, on the basis of staff judgment:
 - a. Exhibits, or has exhibited, behavior dangerous to residents, staff or others; or
 - b. Requires an immediate medical evaluation or care by a licensed physician.
6. An applicant may be admitted to the Guestroom (Residential Withdrawal Management) when further assessment is needed due to intoxication and/or the individual is experiencing acute symptoms of withdrawal

If a client meets the aforementioned criteria for admission into residential services and the CONTRACTOR does not have an available bed, Provider staff shall recommend a referral to outpatient services. If the CONTRACTOR does not have capacity for new referrals to their outpatient services program, Provider shall refer the client to other residential programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of residential services.

For individuals 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 of the COUNTY DMC-ODS services. CONTRACTOR will "provide referrals to supportive services within the community, including 12-step recovery support groups.

Service Objectives

1. Provide the following estimated residential services and bed days to continuously enrolled Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client’s control of the bed during an overnight period.

| FY 2018-19 | UOS |
|-------------------------------------|--------|
| Residential Services (3.1) | 11,500 |
| Residential (3.1) Board and Care | 11,500 |
| Residential Services (3.5) | 1,350 |
| Residential (3.5) Board and Care | 1,350 |
| Residential Service-Case Management | 57,045 |

| FY 2019-20 | UOS |
|-------------------------------------|--------|
| Residential Services (3.1) | 11,175 |
| Residential (3.1) Board and Care | 11,175 |
| Residential Services (3.5) | 1,630 |
| Residential (3.5) Board and Care | 1,630 |
| Residential Service-Case Management | 55,633 |

2. At the time of departure from residential recovery services, **50%** of the residents will be abstinent, self-supporting (able to provide themselves with food, shelter, and clothing) and involved in an on-going program of recovery.
3. At the time of departure from the withdrawal management services, **80 %** of the residents will be referred to on-going recovery services.
4. Program staff providing services will be trained in the use of Evidence Based Practices (EBPs) including but not limited to two EBPs such as: Matrix Model, Motivational Interviewing, Seeking Safety, Trauma Informed Seeking Safety, and Assessment to Change: Effective Strategies for Serving Justice-Involved Consumers in Behavioral Health services.

Target Population

The Center is designed for men, 18 years and older who are in need of residential alcohol and/or drug treatment services. The program's mission is to target its services toward the individual seeking recovery as well as his environment, which includes family, significant others, employers, and the general community.

Fees

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay.

PROGRAM 2: Withdrawal Management (ASAM Level 3.2-WM)

Program Location

8 Sun Street
Salinas, CA 93901
(831) 753-5145

641 Broadway Street
King City, CA 93930
(831) 525-8181

Hours of Operation

Services are provided on a 24-hour 7-day a week basis.

The Guestroom/Detox program is located at 8 Sun Street and is accessible through the Center office.

ASAM Service Level Description

Withdrawal Management (WM) services are provided in a continuum of WM services as per the five levels of WM in the ASAM Criteria when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized client plan. Each beneficiary shall reside at the facility if receiving a residential service and will be

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monitored during the detoxification process. Medically necessary habilitative and rehabilitative services are provided in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber and approved and authorized according to the state of California requirements.

The Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through face-to-face review or telehealth with the counselor to establish a beneficiary meets medical necessity criteria. CONTRACTOR will provide Drug Medi-Cal Withdrawal Management services to beneficiaries at a facility that is licensed by DHCS, maintained and operated to provide 24-hour, residential, non-medical, withdrawal management services. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be staffed by appropriately credentialed personnel who are trained and competent to implement physician approved protocols for patient observation and supervision, determination of appropriate level of care, and facilitation of the patients transition to continuing care. All services provided to clients are bi-lingual English/Spanish.

Withdrawal Management Services will include the following components:

1. Intake and assessment including the diagnosis of substance use disorders and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
2. Observation: The process of monitoring the beneficiary's course of withdrawal, to be conducted as frequently as deemed appropriate for the beneficiary and the level of care the beneficiary is receiving. This may include but is not limited to observation of the beneficiary's health status.
3. Medication Services: The prescription or administration related to substance use disorder treatment services, or the assessment of the side effects or results of that medication, conducted by staff lawfully authorized to provide such services within their scope of practice or license.
4. Discharge Services: The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

Length of Stay

Withdrawal Management Services continue until withdrawal signs/symptoms are sufficiently resolved so that the individual can be safely managed at a lower level of care; the individuals signs/symptoms have failed to respond to this level of treatment necessitating transition to a more intensive level of Withdrawal Management treatment, or the individual is unable to complete this level of treatment, despite adequate involvement in treatment services, due to coexisting treatment variables such as significant mental health issues which would necessitate transfer to a more intense

level of care and/or involvement in additional clinical services to concurrently address mental health symptoms.

ASAM Service Level

CONTRACTOR will provide Level 3.2 WM: Clinically Managed Residential Withdrawal Management Services in a DHCS licensed Residential Facility with Detox Certification consisting of 24-hour structure and clinically managed support with medical evaluation and consultation services available 24 hours a day. This treatment setting has a primary focus on serving individuals who are experiencing moderate withdrawal symptoms but need 24-hour supervision and support to complete withdrawal management and increase likelihood of continuing treatment or recovery.

Assessment and Referral

Individuals requesting Residential Withdrawal Management Services may receive an assessment from Behavioral Health Bureau or CONTRACTOR staff. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an Initial Authorization Form from the Behavioral Health Bureau to the CONTRACTOR and an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined in page 6, Program 1: Residential/Inpatient Services.

AB 109/Drug Court Referrals: The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether residential withdrawal management services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential withdrawal management services.

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. 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. All participation shall be voluntary. 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. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing impaired participants are welcome and interpreters will be utilized as needed.

Service Objectives:

1. Provide the following estimated 3.2 WM residential services and bed days to continuously enrolled Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period:

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| | |
|----------------------------------|-------|
| FY 2018-19 | UOS |
| Residential Services (3.2) | 1,000 |
| Residential (3.2) Board and Care | 1,000 |

| | |
|----------------------------------|-----|
| FY 2019-20 | UOS |
| Residential Services (3.2) | 70 |
| Residential (3.2) Board and Care | 70 |

2. At the time of discharge from withdrawal management services, **100%** of the residents' withdrawal signs and symptoms will be sufficiently resolved so that the resident can be safely managed at less intensive level of care such as residential or outpatient treatment services.
3. At the time of discharge from withdrawal management services, **80%** of the residents will be referred/linked to essential supportive/recovery services so that they may successfully reenter into the community.
4. Program staff providing services will be trained in the use of Evidence Based Practices (EBPs) including but not limited to two EBPs such as: Motivational Interviewing, Seeking Safety, Trauma Informed Seeking Safety, and Assessment to Change: Effective Strategies for Serving Justice-Involved Consumers in Behavioral Health services.

Target Population

The program is designed for men, 18 years and older, who are in need of residential withdrawal management services. The program's mission is to target its services toward the individual seeking recovery as well as his environment, which includes family, significant others, employers, and the general community. CONTRACTOR shall give admission priority to IV drug users.

Fees (for Non/Medi-Cal eligible clients.)

The program is expected to augment COUNTY funding through the generation of participant fees for Non/Medi-Cal eligible clients. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay.

Designated Program Monitor

Andrew B. Heald,
 Substance Use Disorder Services Administrator
 Monterey County Behavioral Health
 1270 Natividad Rd.
 Salinas, CA 93906
 (831) 755-6383

PROGRAM 3: OUTPATIENT SERVICES (ASAM Level 1)

Program Locations 12 Sun Street Salinas, CA 93901
128 E. Alisal Street Salinas, CA 93905
3043 Mac Arthur Blvd. Marina, CA 93933
1760 Fremont Blvd. Suite. E-1 Seaside, CA 93955
2167 H. De La Rosa Sr. St. Soledad, CA 93960
641 Broadway St., King City, CA 93930

Service Delivery and Hours of Operation

The program will operate from 8:00 A. M. to 9:00 P. M. Monday through Friday.

Program Description

CONTRACTOR will operate and maintain an outpatient program offering services in accordance with applicable State and Federal laws. This program will provide recovery support to Drug/Medi-Cal eligible adult and adolescent clients. A person's length of stay in the program is dependent upon the nature of presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is

based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program offers up to 26 group sessions and 6 individual sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, and stress management, and relapse prevention.

CONTRACTOR shall comply with the requirements for youth programs as contained in "Youth Treatment Guidelines 2002" when providing youth treatment services, until such time new Youth Treatment Guidelines are established and adopted. The Youth Treatment Guidelines may be found on the California Department of Healthcare Services Website:

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf.

CONTRACTOR shall further comply with California Family Code Section 6929, and California Code of Regulations, Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d) when providing services to Minor Consent beneficiaries 12-20 years of age.

ASAM Service Level Description

Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults, and less than 6 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Services can be provided in-person or by telephone by a licensed professional, registered or certified counselor in any appropriate setting in the community in accordance with HIPPA and 42 CFR Part 2.

CONTRACTOR will provide Drug Medi-Cal Outpatient services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by DHCS, operated and maintained to provide outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA). All services provided to clients are bi-lingual English/Spanish.

Contractor shall ensure that its subcontracted DMC-ODS providers provide case management services to beneficiaries receiving outpatient services to coordinate care with ancillary service providers and facilitate transitions between levels of care.

Outpatient services will include the following components:

Intake: The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

Individual Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and Patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.

Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by

staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan.

The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Discharge Services (Case Management): Case management services will be provided to the beneficiary for the purpose of coordinating care, for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

Length of Stay

Duration of the program is dependent upon the nature of an individual's presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program will offer group-counseling sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, stress management, and relapse prevention. Parenting issues and needs will also be addressed in groups focusing on parenting-skills, child growth and development, home management, nutrition, bonding, and effective discipline.

Assessment and Referral

Individuals requesting admission to the Outpatient Program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined in page 6, Program 1: Residential/Inpatient Services.

The Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through face-to-face review or telehealth (when available) with the counselor to establish a beneficiary meets medical necessity criteria.

AB 109/Drug Court Referrals: The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether outpatient program services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for outpatient program services.

If a client meets the medical necessity/ASAM criteria for admission into outpatient services and the CONTRACTOR does not have capacity for new referrals to their program, provider shall refer the client to other outpatient service programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of service. Clients who do not receive a referral for a mental health screening prior to arriving at an outpatient facility will be encouraged by the CONTRACTOR to contact the toll-free Behavioral Health Access line for screening and a possible referral for a mental health assessment.

For individuals 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 of the COUNTY DMC-ODS services, COUNTY and CONTRACTOR will provide referrals to supportive services within the community, including 12-step recovery support groups.

The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for

services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process.

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. 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. All participation shall be voluntary. 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. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing impaired participants are welcome and interpreters will be utilized as needed.

Target Population

Access to the Outpatient Services program will be for eligible women, men and youth, who are self-referred and or referred by the Behavioral Health Bureau assessment staff. Outpatient services are provided to non-perinatal and perinatal beneficiaries. In general, these will be women and men who may also be involved with the Probation Department, Drug Court, or Department of Social Services CalWORKS programs. Many of these women and men are without custody of their children but are working toward reunification with their children and need to address their alcohol and/or drug abuse. CONTRACTOR shall give admission priority to pregnant women HIV + and IV drug users.

Service Objectives

1. Serving up to 400 adults and 78 youth Drug/Medi-Cal eligible clients in each Fiscal Year (FY) 2018-19 and FY 2019-20 among the program locations.

| Outpatient Services | FY 2018-19 UOS |
|--------------------------------------|----------------|
| Adult Outpatient Individual Sessions | 37,000 |
| Adult Outpatient Group Sessions | 198,630 |
| Youth Outpatient Individual Sessions | 7,020 |
| Youth Outpatient Group Sessions | 30,420 |
| Family Sessions | 1,785 |
| Outpatient Case Management | 25,410 |

| Outpatient Services | FY 2019-20 UOS |
|---|----------------|
| Outpatient Individual Sessions | 118,645 |
| Outpatient Group Sessions | 193,255 |
| Family Sessions | 21,240 |
| Outpatient Case Management | 24,781 |
| MAT Med Support or Physician Time (ODF and IOT) | 3,396 |

Fees (Non/Medi-Cal Eligible Clients)

The program is expected to augment COUNTY funding through the generation of participant fees for Non/Medi-Cal eligible clients. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director.

Designated Program Monitor

Andrew B. Heald,
Substance Use Disorder Services Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6383

PROGRAM 4: INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)

Program Location

12 Sun Street
Salinas, CA
(831) 753-6001

128 E. Alisal Street
Salinas, CA 93906
(831) 753-5150

1760 Fremont Blvd, Suite E-1
Seaside, CA 93955
(831) 737-9921

641 Broadway St.
King City, CA 93930
(831) 525-8181

Service Delivery and Hours of Operation

The program will operate from 8:00 A. M. to 9:00 P. M. Monday through Friday.

Program Description

CONTRACTOR provides intensive outpatient treatment (IOT) for men, women and youth who have significant alcohol and/or drug problems that necessitate a higher intensity of service delivery to initiate and maintain abstinence. The IOT 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.

The IOT program requires the participant to attend initial treatment sessions more frequently and followed by a reduced number of sessions as the client remains abstinent and progresses in their recovery. Intensive Outpatient Treatment Services shall include the following elements:

Screening and intake
Individualized assessment & treatment planning
12 Step Referral
Family counseling
Matrix Model
AIDS/HIV education
Parenting education and support
Aftercare
Information/assistance with community-based health/legal/educational/vocational referrals

Individual and group counseling
Stress management
Anger management
Mood management
Relapse prevention
Relationship management
Vocational/employment counseling
Discharge planning
Toxicology drug screening

CONTRACTOR promotes abstinence-based goals while utilizing motivational enhancement and cognitive-behavioral therapy. CONTRACTOR utilizes an interdisciplinary team approach in the provision of recovery services, which includes a clinical supervisor, licensed therapists, certified counselors, peer recovery specialist and parent educators.

ASAM Service Level Description

Intensive Outpatient Treatment (ASAM Level 2.1) structured programming services are provided to beneficiaries (a minimum of nine hours with a maximum of 19 hours a week for adults, and a minimum of six hours with a maximum of 19 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Lengths of treatment for adults and adolescents can be extended when determined to be medically necessary, and in accordance with the individualized treatment plan. Services consist primarily of counseling and education about addiction-related problems. Services can be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA) in any appropriate setting in the community. Services can be provided in-person, by telephone or by telehealth.

CONTRACTOR will provide Drug Medi-Cal Intensive Outpatient Services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by DHCS, operated and maintained to provide intensive outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. All services provided to clients are bi-lingual English/Spanish.

Contractor shall ensure that its subcontracted DMC-ODS providers provide case management services to beneficiaries receiving intensive outpatient services to coordinate care with ancillary service providers and facilitate transitions between levels of care.

CONTRACTOR shall comply with the requirements for youth programs as contained in “Youth Treatment Guidelines 2002” when providing youth treatment services, until such time new Youth Treatment Guidelines are established and adopted. The Youth Treatment Guidelines may be found on the California Department of Healthcare Services Website:

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf.

CONTRACTOR shall further comply with California Family Code Section 6929, and California Code of Regulations, Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d) when providing services to Minor Consent beneficiaries 12-20 years of age.

Intensive Outpatient services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA) and will include the following components: Intake, Individual and Group Counseling, Family Therapy, Patient Education, Medication Services, Collateral Services, Crisis Intervention Services, Treatment Planning, and Discharge Services (Case Management). The definitions for these components are outlined in pages 40 and 41, Program 3: Outpatient Services.

Length of Stay

Duration of the program is dependent upon the nature of an individual's presenting problems, current level of multidimensional instability, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends three (3) to four (4) times weekly; services consist primarily of counseling and education about addiction-related and mental health problems. The individual's needs for psychiatric and medical treatment are determined through consultation and referrals to external support if the client remains stable and requires only maintenance monitoring. Program staff should have sufficient cross-training to understand symptoms of mental health disorders and to understand the use and effects of psychotropic medications and their effect on substance use/addictive disorders. Duration of the program averages four to six (4-6) months. Individual, Group and family Therapy is based upon motivational interviewing, enhancement and engagement strategies to address both substance related and mental health issues that negatively impact relationships, coping skills, and sustainable recovery.

Assessment, Referral and Admission

Individuals requesting admission to Intensive Outpatient Services program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined in page 6, Program 1: Residential/Inpatient Services.

The Medical Director or LPHA for the Contractor shall evaluate each beneficiary's assessment and intake information if completed by a counselor through face-to-face review or telehealth (when available) with the counselor to establish a beneficiary meets medical necessity criteria.

AB 109/Drug Court Referrals: The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether intensive outpatient services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care.

During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for intensive outpatient services.

Proposition 47 Referrals- Prop 47 individuals requesting admission to Intensive Outpatient Services program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment.

If a client meets the medical necessity/ASAM criteria for admission into intensive outpatient services and the CONTRACTOR does not have capacity for new referrals to their program, provider shall refer the client to other intensive outpatient service programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of service.

For individuals 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 of the COUNTY DMC-ODS services, COUNTY and CONTRACTOR will provide referrals to supportive services within the community, including 12-step recovery support groups.

The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process.

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. 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. All participation shall be voluntary. 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. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed.

Target Population

Access to the Intensive Outpatient Services program will be for Proposition 47 eligible women and men and eligible women, men and youth who are self-referred and or referred by the Behavioral Health Bureau assessment staff. Outpatient services are provided to non-perinatal and perinatal beneficiaries. In general, these will be women and men who may also be involved with the Probation Department, Drug Court, or Department of Social Services CalWORKS programs. Many of these women and men are without custody of their children but are working toward reunification with their children and need to address their alcohol or other drug abuse and mental health issues. CONTRACTOR shall give admission priority to pregnant women, HIV +and IV drug users.

Service Objectives

The program will:

1. In FY 2018-19 and FY 2019-20, provide structured intensive outpatient treatment services to a minimum of 222 Adult clients and 112 Adolescent clients.
2. Contractor will provide the following estimated intensive outpatient treatment units to continuously enrolled Drug/Medi-Cal eligible clients for FY 2018-19 and FY 2019-20.

| Service | FY 2018-19 |
|--|-------------------|
| Intensive Outpatient Individual-Adults | 37,080 |
| Intensive Outpatient Group-Adults | 86,520 |
| Intensive Outpatient Individual-Adolescents | 18,540 |
| Intensive Outpatient Group-Adolescents | 43,260 |
| IOT Case Management | 9,060 |
| Prop 47 Intensive Outpatient Individual Sessions | 5,400 |
| Prop 47 Intensive Outpatient Group Sessions | 11,385 |
| Prop 47 IOT Case Management | 3,555 |

| Service | FY 2019-20 |
|--|-------------------|
| Intensive Outpatient Individual Sessions (7/1/19-9/30/19) | 2,427 |
| Intensive Outpatient Individual Sessions (10/1/19-6/30/20) | 49,448 |
| Intensive Outpatient Group Sessions (7/1/19-9/30/19) | 945 |
| Intensive Outpatient Group Sessions (10/1/19-6/30/20) | 95,141 |
| Intensive Outpatient Case Management (7/1/19-9/30/19) | 919 |
| Intensive Outpatient Case Management (10/1/19-6/30/20) | 7,387 |
| Prop 47 Intensive Outpatient Individual Sessions | 2,136 |
| Prop 47 Intensive Outpatient Group Sessions | 2,325 |
| Prop 47 Intensive Outpatient Case Management | 1,070 |

3. Program staff providing services utilize a variety of evidence-based treatment modalities, Social Model, 12-step Facilitation Therapy; Seeking Safety™, Motivational Interviewing, Cognitive Behavioral Therapy, and Matrix Model™.

Fees (Non/Medi-Cal Eligible Clients)

The program is expected to augment COUNTY funding through the generation of participant fees for Non/Medi-Cal eligible clients. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director.

Drug Medi-Cal Organized Delivery System Support Services (ODF and IOT and for all DMC Certified sites delivering ODF and IOT services)

Recovery Services

Recovery Services are important to the beneficiary's recovery and wellness. CONTRACTOR will provide Drug Medi-Cal Recovery Services in accordance with applicable State and Federal laws. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, beneficiaries will be linked to applicable recovery services. The treatment community becomes a therapeutic agent through which patients are empowered and prepared to manage their health and health care. Therefore, treatment must emphasize the patient's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to patients. Services are provided as medically necessary. Beneficiaries may access recovery services after completing their course of treatment whether they are triggered, have relapsed or as a preventative measure to prevent relapse. Recovery services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

The components of Recovery Services are:

- Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care;
- Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
- Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
- Support Groups: Linkages to self-help and support, spiritual and faith-based support; vii. Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.

Assessment and Referral

Individuals requesting Recovery Services need to have completed a treatment program. Service is not to be delivered to individuals who have not completed a treatment program with one of the County's DMC-ODS network providers. Referrals may be completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who are referred by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined on page 6, Program 1: Residential/Inpatient Services.

The Medical Director or LPHA for the Contractor shall evaluate each beneficiary's assessment and intake information if completed by a counselor through face-to-face review or telehealth (when available) with the counselor to establish a beneficiary meets medical necessity criteria.

Service Objectives: The Program will provide the following services for FY 2018-19 and FY 2019-20:

1. In FY 2018-19, an estimated: **6,856** units of recovery services (relapse prevention/recovery monitoring) will be provided to Drug Medi-Cal Clients.
In FY 2019-20, an estimated: **32,034** units (mins) of recovery services (relapse prevention/recovery monitoring) will be provided to Drug Medi-Cal Clients.
- 2.. In FY 2018-19, an estimated: **95** units of recovery services (relapse prevention/recovery monitoring) will be provided to Prop 47 Clients. Units of service consist of 15-minute increments.
In FY 2019-20, an estimated: **1,380** units (mins) of recovery services (relapse prevention/recovery monitoring) will be provided to Prop 47 Clients. Units of service consist of 15-minute increments.

Case Management:

Monterey County Behavioral Health and its subcontracted DMC-ODS providers shall provide case management services to all eligible beneficiaries, based on the frequency documented in the treatment plan.

The COUNTY will assist in coordinating Case Management services; CONTRACTOR will provide Drug Medi-Cal Case Management Services in accordance with applicable State and Federal laws. These services may be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

Case management services are defined as a service that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These services focus on coordination of substance use disorder care, integration around primary care especially for beneficiaries with a chronic substance use disorder, and interaction with the criminal justice system, if needed. Case management services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

Case management services include:

- Comprehensive assessment and periodic reassessment of individual needs to determine the need for continuation of case management services;
- ~~Transition to a higher or lower level SUD of care; Development and periodic revision of a client plan that includes service activities;~~
- Communication, coordination, referral and related activities;
- Monitoring service delivery to ensure beneficiary access to service and the service delivery system; Monitoring the beneficiary's progress;
- Patient advocacy, linkages to physical and mental health care, transportation and retention in primary care services, housing, vocational, educational, and transition services for

reintegration into the community. Case management shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, and California law.

Assessment and Delivery of Service:

Individuals in need of case management services are most often actively involved substance use disorder treatment or in the process of being discharged from a treatment program. This service is not defined in the ASAM criteria; assessment and delivery occurs when a beneficiary is in need of a transition to a different level of substance use disorder treatment, transition to a different level of care, advocacy services such as linkage to physical or mental health care, and determination of need for ongoing substance use disorder care and services, including case management. These services may be provided by the Behavioral Health Bureau Access Team and/or the CONTRACTOR. The criteria for assessments are outlined on page 6, Program 1: Residential/Inpatient Services.

Physician Consultation Services (Peer-to-Peer):

Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with DMC-ODS beneficiaries; rather, they are designed to assist DMC physicians with seeking expert advice on designing treatment plans for specific DMC-ODS beneficiaries.

- a. Physician consultation services are to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.
- b. COUNTY will contract with one or more physicians or pharmacists in order to provide consultation services. Physician consultation services can only be billed by and reimbursed to DMC providers.

Service Objectives: The Program will provide the following services for FY 2018-19 and FY 2019-20:

1. In FY 2018-19, an estimated: **70** units of service will be available for physician consultation services for Drug-Medi-Cal Clients.

In FY 2019-20, an estimated: **1,020** units (mins) of service will be available for physician consultation services for Drug-Medi-Cal Clients.

2. In FY 2018-19, an estimated: **10** units (mins) of service will be available for physician consultation services for Prop 47 Clients.

In FY 2019-20, an estimated: **150** units (mins) of service will be available for physician consultation services for Prop 47 Clients.

Designated Program Monitor

Andrew B. Heald,
Substance Use Disorder Services Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906

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FY 2019-20

PROGRAM 5: PUEBLO DEL MAR

Program Location

3043 MacArthur
Marina, CA 93933
(831) 582-9461

Program Description

Pueblo del Mar is a transitional housing recovery community located in Fort Ord. This program is explained in detail in the grant provided by Housing and Urban Development (HUD) for the facilities of the Housing Authority of Monterey County (HAMC). These program descriptions are considered instructive for the purposes of this contract.

CONTRACTOR will develop and maintain a recovery community at Pueblo del Mar and coordinate the provision of recovery support services and activities to resident families. The Housing Authority of Monterey County (HAMC) provides housing in 52 two-bedroom units. The Pueblo del Mar program operates under a social model of recovery that uses community values and practices to shape and sustain individual behavior. This is achieved through small group interaction and adherence to community recovery norms expressed in covenants. Recovery support services such as employment training, childcare, life skills training, and 12-Step meetings will be delivered by community agencies and counseling coordinated by CONTRACTOR. Participants may remain up to eighteen (18) months in the program and under certain conditions may be extended an additional six (6) months.

Target Population

The program is available to homeless families that are Temporary Aid to Needy Families (TANF) recipients, or families that qualify as low-income workers, or parents in the process of being reunited with their children. One or both parents must demonstrate completion of a primary recovery program for alcohol or drug addiction, continuous involvement in a 12-step program, and a maximum of ninety (90) days of abstinence from alcohol or drugs. A screening committee and HAMC must approve families.

Description of Services

Staff encourages, advocates, supports and coordinates services as opposed to requiring and control. The purpose is to move the residents from dependence to independence by:

1. ~~Community Support Activities provided under this contract are:~~
 - a. Development and maintenance of a Community Covenant among all resident families that governs behaviors.
 - b. Development and maintenance of Community Council, which administers the Covenant that includes processes for conflict resolution.
 - c. Advocacy for resident needs and support for personal and community empowerment.
2. Case Coordination Services provided under this contract are:

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- a. Development of Family Recovery Plans that are maintained by each family with assistance from staff; such plans outline objectives and tasks for improving family members' legal, familial, vocational, financial, social, recreational, and spiritual areas of life.
 - b. Referral and follow-up to resources for medical, financial, vocational, legal, educational, and peer support assistance necessary for personal recovery.
 - c. Negotiation with other agency case managers is provided as needed to achieve a workable balance of demands on individuals so that barriers to recovery are diminished.
3. The following Recovery Support Services will be provided and/or coordinated:
- a. Self-help groups such as Narcotics Anonymous, Alcoholics Anonymous, Cocaine Anonymous, and other 12-step programs;
 - b. Life skills training provided by the Adult School, CSUMB and other agencies;
 - c. Resident-run cooperative childcare;
 - d. Employment training available with DSS One-Stop;
 - e. Transportation available through Monterey-Salinas Transit;
 - f. Recreational activities for youth;
 - g. Individual and community safety training by Marina Police.
4. Activities for Outside Community Support under this contract are:
- a. Public information services about Pueblo Del Mar.
 - b. Linkage with the Housing Authority, the Department of Social Services Agency, and Behavioral Health, to facilitate appropriate referrals to program services.
 - c. Outside community activities, including networking and coordination with providers of human services, neighborhood groups, the recovering community, business and civic groups to encourage and facilitate involvement to assist individuals and families in recovery.
 - d. Fund raising projects and grants seeking to provide for service and facility augmentation.

Service Objectives

As used in this contract, a "family recovery support day" is defined as a calendar day, which is marked by a Family's residence in Pueblo del Mar. For reporting purposes, a "residence day" will be recorded for each family that has use of a unit by a tenant's lease at 6:00 p.m. of each calendar day. The number of "family recovery support days" provided under this contract is contingent upon the actions of HAMC and DSES. HAMC is responsible for the provision of up to fifty-two (52) residential units.

Minimal occupancy will be thirty-five (35) families. The estimated maximum annual number of Family Recovery Support Days is 12,775 (365 days times 35 families) each FY 2018-19 and FY 2019-20.

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Program Objectives

1. 50% of the participants will remain alcohol and drug free and complete the program.
2. 65% of the participants who complete the program will transition to permanent housing.
3. 10% of the participants who complete the program will be independent of welfare.
4. 71% of the participants who are in the program will become employed at least part-time, or re-enter school or job training within one year of admission.
5. 50% of participants will increase household income by 10% or more.
6. 75 % of participants will participate in Community Council Activities.
7. Sun Street Centers will provide Behavioral Health Staff a report summarizing program objectives including goal attainment.

Designated Program Monitor

Andrew B. Heald,
Substance Use Disorder Services Manager
Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6383

PROGRAM 6: PREVENTION SERVICES (SOUTH COUNTY, PENINSULA and SALINAS REGIONS)

Program Locations

1760 Fremont Blvd. Suite E-1
Seaside, CA 93955
(831) 899-6577

133 4th St. Suite C
Gonzales, CA 93926
(831) 229-4406

128 East Alisal St.
Salinas, CA 93905
(831) 753-5150

Program Description

Sun Street Centers will provide primary prevention services in the South County, Peninsula and Salinas Region of Monterey County and will utilize a work plan that is aligned with and supports the goals and objectives of the Monterey County Strategic Prevention Framework Plan.

The Community Recovery and Resource Center (CRRC) is a non-residential community-based program providing services to persons affected by alcohol and/or other drug related problems. CRRC programs and services are based on the belief that alcohol and other drug problems result from the reciprocal interactions among individuals, families, the community and the social environment. Therefore, the following programs and services are offered at three (3) Community Recovery and Resource Centers described below.

Peninsula Community Recovery and Resource Center offers; community support groups, Peninsula Prevention Coalition, community meeting rooms, resources and advocacy for community members, education and training on alcohol and drug prevention, neighborhood empowerment training and Responsible Beverage Service Trainings and Special Event trainings. All services are in English and Spanish.

South County Community Recovery and Resource Center offers; community support groups, South County Prevention Coalition, community meeting rooms, resources and advocacy for community members, education and training on alcohol and drug prevention, Responsible Beverage Service training and Special Events trainings. All services are in English and Spanish.

Salinas Community Recovery and Resource Center offers; community support groups, Salinas Prevention Coalition, community meeting rooms, resources and advocacy for community members, education and training on alcohol and drug prevention, Responsible Beverage Service training and Special Events trainings. All services are in English and Spanish.

Service Objectives:

Work plan strategies for the Peninsula Region will include:

- Planning and assistance with adoption of City and County Social Host laws.
- Impacting the concentrated number of liquor licenses in the city of Marina (as identified as one of the top three areas in the County in the SPF Plan).
- Participate on the Community Action Partnership collaborative, as well as, the Crime Prevention Officers Association of Monterey County.

- Provide Life Skills Training and Gateway Drug Training to parents and High schools, continuation schools and community school youth.
- STEPS program (Safe Teens Empowerment project of Seaside).
- Present at Health Fairs, at local High Schools, Continuation Schools and Community Schools.

Annually, CONTRACTOR will provide the following hours of Peninsula Region Primary Prevention Services:

| Prevention Services (Peninsula Region) | Est. No. of Hours Per Year |
|---|-----------------------------------|
| FY 2018-19 | 3,011 |
| FY 2019-20 | 3,011 |

Work plan Strategies for the South County Region will include:

- Sun Street Centers Prevention Staff will assist with adoption of South County City and County Social Host laws.
- Sun Street will be working on the concentrated number of liquor licenses in King City (as identified in the Monterey County SPF Plan).
- Provide Life Skills Training and Gateway Drugs training to Parents in Spanish and English and to youth in elementary, middle and high schools, as well as to youth in Continuation and Community Schools, and youth diversion programs.
- Provide State Certified Responsible Beverage Service (RBS) to local servers and sellers.
- Provide Life Skills, and Gateway Drug trainings in all South County Cities from Soledad through King City.
- The Safe Teens Empowerment Project of South County will begin to learn strategies of Life Skills and Gateway Drug education, decoy and check point operations with law enforcement, and the use of media to change attitudes and behaviors.

Annually, CONTRACTOR will provide the following hours of South County Region Primary Prevention Services:

| Prevention Services (South County Region) | Est. No. of Hours Per Year |
|--|-----------------------------------|
| FY 2018-19 | 4,234 |
| FY 2019-20 | 4,234 |

Work plan Strategies for the Salinas Region will include:

- Sun Street Centers Prevention Staff will review Social Host laws in the cities of Salinas as well as Prescription Drug Abuse among young adults.
- Sun Street will work on the concentrated number of liquor licenses in Salinas.
- Provide Life Skills Training and Gateway Drugs training to Parents in Spanish and English and to youth in middle and high schools, as well as to youth in Continuation and Community Schools, and youth diversion programs.
- Provide State Certified Responsible Beverage Service (RBS) to local servers and sellers.
- Provide Life Skills, and Gateway Drug trainings in Salinas.
- The Safe Teens Empowerment Project of Salinas will begin to learn strategies of Life Skills and Gateway Drug education, decoy and check point operations with law enforcement, and the use of media to change attitudes and behaviors.

Annually, CONTRACTOR will provide the following hours of Salinas Region Primary Prevention Services:

| Prevention Services (Salinas Region) | Est. No. of Hours Per Year |
|---|-----------------------------------|
| FY 2018-19 | 4,152 |
| FY 2019-20 | 4,152 |

TRAVEL for Prevention Staff:

Eligible travel expenses shall be reimbursed per the County’s Travel and Business Expense Policy.

http://www.in.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf

CONTRACTOR must provide a detailed breakdown of authorized expenses.

AOD Prevention Requirements

Prevention services will meet the definition of Primary Prevention as outlined below:

Primary Prevention (source: NNA Contract, Primary Prevention):

Strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic ATOD (alcohol, tobacco and other drug availability), manufacture, distribution, promotion, sales, and use. Primary prevention strategies are directed at individuals not identified to be in need of treatment.

Prevention will address the six CSAP strategies as they pertain to the Monterey County Four Year AOD Prevention Plan and provide primary prevention services as outlined in federal regulations:

Six CSAP Strategies

Based on the identified population, prevention funds are applied to services that offer sustainable results using the six prevention strategies established by the Center for Substance Abuse Prevention (CSAP). They are:

- **Information Dissemination Strategy - Service Code 12**

“This strategy provides awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use, abuse, and addiction, and their effects on individuals, families, and communities. It also provides knowledge and awareness of available prevention programs and services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two.” (CFR 96.125, p 514)

- **Education Strategy - Service Code 13**

“This strategy involves two-way communication and is distinguished from the Information Dissemination Strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis, and systemic judgement abilities.” (CFR 96.125, p 514)

- **Alternative Strategy - Service Code 14**

“This strategy provides for the participation of target populations in activities that exclude alcohol, tobacco, and other drug use. The assumption is that constructive and healthy activities offset the attraction to or otherwise meet the needs usually filled by alcohol, tobacco, and other drugs and would, therefore, minimize or remove the need to use these substances.” (CFR 96.125, p 514 & 515)

- **Problem Identification and Referral Strategy - Service Code 15**

“This strategy aims at identification of those individuals who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs and to assess if their behavior can be reversed through education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment.” (CFR 96.125, p. 515)

- **Community-Based Process Strategy - Service Code 16**

“This strategy aims to enhance the ability of the community to more effectively provide prevention services for alcohol, tobacco, and drug abuse disorders. Activities in this strategy include organizing, planning, and enhancing the efficiency and effectiveness of services implementation, interagency collaboration, coalition building, and networking.” (CFR 96.125, p

515)

- **Environmental Strategy- Service Code 17**

“This strategy establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of the use of alcohol, tobacco, and other drugs used in the general population. This strategy is divided into two subcategories to permit distinction between activities which center on legal and regulatory initiatives and those which relate to the service and action-oriented initiatives.” (CFR 96.125, p 515)

Outcomes and Evaluation:

Sun Street Center will provide data, including progress and outcomes on prevention goals and objectives to the County as outlined in their work plans and as requested and/or required to meet PPSDS -Primary Prevention SUD (Substance Use Disorder) Services data reporting requirements.

- Specific goals and objectives outlined in the Monterey County Strategic Prevention Framework Plan and are expressed in the Evaluation Plan by geographic region, including expected results and outcome measurements.
- Specific activities with time lines and measurements will be reported on as outlined in Work Plans to be developed by the COUNTY in coordination with each region.
- All relevant activities will be input to the State of California Cal PPSDS database as outlined by COUNTY Behavioral Health staff.
- Satisfactory level of accomplishment is considered meeting 90% or better of expected goals.

Final evaluation will include a yearly report in a format approved by COUNTY to the Department of Health, Behavioral Health Bureau summing up achievements and obstacles encountered. Questions to be answered will include:

1. Did the project do more or less than what was stated in the work plan?
2. Were the expected outcomes achieved?
3. Did a desired change occur within the community?

PPSDS PREVENTION PROGRAM REPORTING REQUIREMENTS:

CONTRACTOR’S providing alcohol and drug prevention services shall fully participate in the PPSDS- Prevention data collection and submission process and shall meet the timelines as established by the COUNTY. ~~CONTRACTOR shall report prevention services on a weekly basis as services occur and ensure that services meet COUNTY assigned objectives and County/Provider contract deliverables.~~

Designated Program Monitor

Rose Moreno, MPA, MA III
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-4716

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PROGRAM 7: OUTREACH AND ENGAGEMENT (HOMELESS POPULATION IN SALINAS)

Program Location

8 Sun Street
Salinas, CA 93901
(831) 753-5145

Program Narrative

Certified Alcohol and Drug Counselor will provide education, intervention and assistance to homeless population in Salinas suffering from alcohol and/or drug abuse. Counselor will be based at treatment facility but will conduct services in the community, outreaching to homeless community at one location in cooperation with other service providers. Services will be conducted on weekly basis by a part time FTE.

Annually, CONTRACTOR will provide the following hours of Salinas Homeless Outreach and Engagement Services:

| Outreach and Engagement-Homeless Services | Est. No. of Hours Per Year |
|--|-----------------------------------|
| FY 2018-19 | 412 |
| FY 2019-20 | 412 |

Program Goals

The purpose of this service is to make a positive impact in educating and serving the homeless population in Salinas providing guidance and resources towards a long-term choice to enter treatment and achieve sobriety, re-engaging into the general community.

Population/Catchment Area to be Served

Homeless Individuals in the Salinas Area.

Legal Status

Voluntary

Reporting Requirements

CONTRACTOR will meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and project outcomes. CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the Department of Health, Behavioral Health Bureau.

Designated Program Monitor

Andrew B. Heald,
Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6383

Sun Street Centers SUD Amendment NO. 5 to Agreement A-14020

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PROGRAM 8: Proposition 47 - RESIDENTIAL/INPATIENT SERVICES (ASAM Level 3.1 and 3.5)

Program Location

8 Sun Street
Salinas, CA 93901
(831) 753-5145

641 Broadway St.
King City, CA 93930
(831) 525-8181

Hours of Operation

Services are provided on a 24-hour 7-day a week basis.

The Guestroom/Detox program is located at 8 Sun Street and is accessible through the Center office.

Program Description

CONTRACTOR provides a licensed/certified "social model" Residential Recovery Program for men. Residential service in Salinas currently comprises four (4) "Guestroom/Detox" beds and thirty-four (34) beds for a total of thirty-eight (38) beds for residents in the primary stage of recovery. CONTRACTOR is licensed and certified for fifty-five (55) beds by the State of California Department of Health Care Services. Participation in the program is limited by current license to men, 18 years and older. All services provided to clients are bi-lingual English/Spanish. King City Residential services are comprised of three (3) "Guestroom/Detox" beds and 7 residential beds for a total of 10 beds for residents in the primary stage of recovery. CONTRACTOR is applying for licensure and certification for twenty (20) beds in King City with the State of California Department of Health Care Services.

In general, this Short term (90 day) program will provide the following services:

- Outreach to potential residents and follow-up to former residents;
- Weekly individual and or group counseling;
- Access to bed and personal area in a dorm setting;
- Resident government based on planned interaction and problem-solving;
- Consultation on recovery planning and ancillary needs;
- Scheduled Center meetings, meals, and transportation;
- Support to new residents providing opportunities bolster recovery; and
- Aid to the client, and, community by teaching new values for communal living.

ASAM Service Level Description

CONTRACTOR will provide Level 3.1: Clinically Managed Low-Intensity Residential Services in a DHCS licensed and DHCS/ASAM designated facility consisting of 24-hour structure and support

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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.

CONTRACTOR will provide Level 3.5: Clinically Managed High-Intensity Residential Services (Adult Criteria) 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 are 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.

Residential Treatment is a non-institutional, non-medical, short-term residential program that provides rehabilitation services to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized treatment plan.

CONTRACTOR will provide Drug Medi-Cal (DMC) Residential/Inpatient Services to Beneficiaries in a Department of Health Care Services (DHCS) licensed residential facility that also has DMC certification and has been designated by DHCS as capable of delivering care consistent with ASAM criteria. Residential services can be provided in facilities of any size. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

The components of Residential Treatment Services are:

Intake: The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

Individual Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and Patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.

Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan.

The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.

- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Discharge Services (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

Length of Stay

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a “short-term resident” of the residential facility. The length of residential services range from 1 to 90 days with a 90-day maximum for adults; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. ***Only 2 (two) non-continuous 90-day regimens will be authorized in a one-year period.*** The average length of stay for residential services is 30 days. Residential services for adults may be authorized for up to 90 days in one continuous period. Reimbursement will be limited to two non-continuous regimens for adults in any one-year period (365 days). One extension of up to 30 days beyond the maximum length of stay of 90 days may be authorized for one continuous length of stay in a one-year period (365 days).

Assessment, Referral and Admission

Individuals requesting admission to the Residential Recovery Program shall have an ASAM Criteria assessment completed by the Behavioral Health Bureau Access Team or qualified CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process and within 30 days of initial treatment. Residential Treatment Service requests originating from the providers must be reviewed and authorized by the Behavioral Health Bureau Access Team prior to admission. Upon completion of the assessment, a pre-authorization referral packet (including the ASAM assessment) will be sent by the Provider to the Behavioral Health Bureau Access Team for review and authorization for funded services only. During the process, the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services. The COUNTY will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider. The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment. The criteria for assessments are outlined on page 6, Program 1: Residential/Inpatient Services.

AB 109/Drug Court Referrals: The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether residential treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the DSM and ASAM Criteria to ensure that the client meets the requirements for residential services.

Proposition 47 Referrals- Prop 47 individuals requesting admission to the Residential program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment.

Residential Service referrals submitted by the Behavioral Health Bureau to the CONTRACTOR will include the submission of an electronic copy of the completed ASAM assessment.

Admission Criteria for Residential Treatment/Withdrawal Management Services

1. Program participation is voluntary. To be admitted persons must meet medical necessity and the ASAM criteria for residential services.
2. CONTRACTOR shall give admission priority to HIV + and IV drug users.
3. To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and
 - a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and
 - b. Abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and
 - c. Be free from communicable diseases, which require reporting by Title 17, California Administrative Code, Section 2500
4. Individuals must be free of the effects of alcohol and mood-altering drugs to the extent that they can reasonably participate in the assessment and admission process, except for allowances under 2b above
5. No person shall be admitted who, on the basis of staff judgment:
 - a. Exhibits, or has exhibited, behavior dangerous to residents, staff or others; or
 - b. Requires an immediate medical evaluation or care by a licensed physician.
6. An applicant may be admitted to the Guestroom (Residential Withdrawal Management) when further assessment is needed due to intoxication and/or the individual is experiencing acute symptoms of withdrawal

If a client meets the aforementioned criteria for admission into residential services and the CONTRACTOR does not have an available bed, Provider staff shall recommend a referral to outpatient services. If the CONTRACTOR does not have capacity for new referrals to their outpatient services program, Provider shall refer the client to other residential programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of residential

services.

For individuals 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 of the COUNTY DMC-ODS services. CONTRACTOR will "provide referrals to supportive services within the community, including 12-step recovery support groups.

Service Objectives

2. Provide the following estimated residential services and bed days to a minimum of 40 continuously enrolled Prop 47 clients. Residential Day is defined as a calendar day, which is marked as having the client’s control of the bed during an overnight period.

| FY 2018-19 Prop 47 Residential | UOS |
|-------------------------------------|-------|
| Residential Services (3.1) | 450 |
| Residential (3.1) Board and Care | 450 |
| Residential Services (3.5) | 270 |
| Residential (3.5) Board and Care | 270 |
| Residential Service-Case Management | 8,502 |

| FY 2019-20 Prop 47 Residential | UOS |
|-------------------------------------|-------|
| Residential Services (3.1) | 465 |
| Residential (3.1) Board and Care | 465 |
| Residential Services (3.5) | 227 |
| Residential (3.5) Board and Care | 227 |
| Residential Service-Case Management | 1,533 |

Eligible Population

CONTRACTOR will provide substance use disorder services to local Proposition 47 adult clients (18 yrs of age and older) who:

1. Have been arrested, charged with, or convicted of a criminal offense

AND

2. Have a history of mental health issues or substance use disorders.
 - For the purpose of this grant, a person has a history of mental health issues or substance use issues if the person:
 - a. Has a mental health issue or substance use disorder that limits one or more of their life activities
 - b. Has received services for a mental health or substance use disorder
 - c. Has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both
 - d. Has been regarded as having a mental health issue or substance use disorder.

AND

3. Reside in a South Monterey County Zip Code (currently or in the past five years)
 - 93426 Bradley
 - 93450 San Ardo
 - 93451 San Miguel
 - 93925 Chualar
 - 93926 Gonzales
 - 93927 Greenfield
 - 93928 Jolon
 - 93930 King City
 - 93932 Lockwood
 - 93954 San Lucas

Additionally, CONTRACTOR will provide start-up and renovation services to open a Sober Living Environment(s) Program in King City. Contractor shall submit invoices upon completion of each renovation project.

Deliverables and Timeline:

| Proposition 47 Sober Living Environment Recovery Services Start-Up/Renovation Deliverables and Timeline | | | | | |
|---|-------------|-----------------|------------------------|----------------------|-----------------|
| Task | Status | Assigned To | Anticipated Start Date | Anticipated End Date | Actual End Date |
| Complete exterior site work, include dumpsters, sidewalks, landscaping & fencing | In Progress | King City Staff | 6/30/2019 | Jul-19 | |
| Renovate/construction for Sober Living Apartment 1 | WIP | King City Staff | 8/1/2019 | Dec-19 | |
| Furniture & Supplies for SLE 1 | WIP | King City Staff | 8/1/2019 | Jan-20 | |
| Renovate/construction for Sober Living Apartment 2 | WIP | King City Staff | 10/1/2019 | Dec-19 | |
| Purchase furniture and supplies for SLE 2 | WIP | King City Staff | 10/1/2019 | Jan-20 | |
| Prepare for medical application submission in the Fall of 2019 | WIP | King City Staff | Jul-19 | Mar-20 | |
| | | | | | |
| | | | | | |

Designated Program Monitor

Andrew B. Heald,
Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6383

PROGRAM 9: PROP 47 OUTPATIENT TREATMENT

Program Location

Program Locations

- 12 Sun Street Salinas, CA 93901

(831) 753-6001

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- 128 E. Alisal Street Salinas, CA 93905

(831) 753-5150

- 1760 Fremont Blvd. Suite. E-1 Seaside, CA 93955

(831) 737-9921

- 2167 H. De La Rosa Sr. St. Soledad, CA 93960

(831) 385-0100

- 641 Broadway, King City, CA 93930

(831) 525-8181

Service Delivery and Hours of Operation

The program will operate from 8:00 A. M. to 7:00 P. M. Monday through Friday. Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults).

Program Description

CONTRACTOR will operate and maintain an outpatient drug-free program offering Drug/Medi-Cal services in accordance with applicable State and Federal laws. This program will provide recovery support a minimum of 60 Drug/Medi-Cal eligible adult Proposition 47 clients per year. A person's length of stay in the program is dependent upon the nature of presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program offers up to 26 group sessions and 6 individual sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, and stress management, and relapse prevention.

Assessment and Referral

Individuals requesting admission to the Outpatient Program must have an assessment completed by the Behavioral Health Bureau assessment staff. CONTRACTOR may complete an assessment for self-referred clients who are Drug Medi-Cal (DMC) eligible requesting admission to the DMC Outpatient Program. The criteria for assessments are outlined on page 6, Program 1: Residential/Inpatient Services.

Service Objectives

1. Anticipate serving 60 adults among the program locations.
2. Provide the following estimated outpatient units to continuously enrolled Drug/Medi-Cal eligible clients.

| Service | FY 2018-19 |
|--|------------|
| Prop 47 Adult Outpatient Individual Sessions | 5,850 |
| Prop 47 Adult Outpatient Group Sessions | 20,565 |
| Prop 47 Outpatient-Case Management | 7,500 |

| Service | FY 2019-20 |
|--|------------|
| Prop 47 Adult Outpatient Individual Sessions | 20,279 |
| Prop 47 Adult Outpatient Group Sessions | 20,526 |
| Prop 47 Outpatient-Case Management | 24,922 |

Eligible Population

CONTRACTOR will provide substance use disorder services to local Proposition 47 adult clients (18 yrs. of age and older) who:

1. Have been arrested, charged with, or convicted of a criminal offense

AND

2. Have a history of mental health issues or substance use disorders.
 - For the purpose of this grant, a person has a history of mental health issues or substance use issues if the person:
 - a. Has a mental health issue or substance use disorder that limits one or more of their life activities
 - b. Has received services for a mental health or substance use disorder
 - c. Has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both
 - d. Has been regarded as having a mental health issue or substance use disorder.

AND

3. Reside in a South Monterey County Zip Code (currently or in the past five years)
 - 93426 Bradley
 - 93450 San Ardo
 - 93451 San Miguel
 - 93925 Chualar
 - 93926 Gonzales
 - 93927 Greenfield
 - 93928 Jolon
 - 93930 King City
 - 93932 Lockwood
 - 93954 San Lucas

Outcome/ Data Reporting Requirements

Individual participant data will be collected for each Proposition 47 participant. Collected data shall reflect dates, services received and outcome of service delivery. Through AVATAR, all required data will be entered into the web-based software application. Users shall be responsible for maintaining confidentiality of their user license; accurately enter data on a daily to weekly basis and notify MCBHB Administrators of identifies issues related to access, data entry, or training needs.

Designated Program Monitor

Andrew B. Heald,
Substance Use Disorder Services Manager
Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6383

PROGRAM 10: Proposition 47- Sobering Center

Program Location
119 Capitol Street
Salinas, CA 93901
(831) 272-3983

Program Narrative

Sobering Center Services is designed to administer to the participant's level of intoxication from alcohol and/or other drugs to achieve a safe and supportive short-stay service with qualified staff on site at all times. The Sobering Center is an intervention program which will include accommodations for non-English speakers, the elderly (over 55 years of age), and those with non-traditional gender identification. The total capacity of the facility is 10-12 adults. This is a voluntary 24/7 facility that will receive and release individuals via law enforcement. No walk-ins or unauthorized transport services to the Sobering Center will be allowed. Consumer stay will likely average 4-6 hours, but individuals stays may vary. While it is a goal of this program to eventually engage consumers 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.

Program Description

The Contractor will have the primary responsibility for the program, facility, and the transport component of the Sobering Center; this will include the majority of the staffing at the Sobering Center. This partnership, focusing on the safe delivery of Sobering Center Services, will require the CONTRACTOR to develop procedures and policies to ensure that safety of staff and consumers is the highest priority.

The transport component will include a departure van, eventually serving all communities within Monterey County. Law enforcement from several communities will drop “appropriate for services” consumers at the Sobering Center. The CONTRACTOR will be responsible for all departure transport services for all consumers leaving the Sobering Center. Consumers will be placed in follow-up services wherever possible or returned to the community from which they came.

The Sobering Center provides transportation for consumers up to 16 hours per day.

Target Population

All individuals will be eligible for services if they are adult (18 years and older), residents of Monterey County, have been found to need “a safe place to sleep it off” in the Sobering Center setting and have been appropriately screened as not needing a higher level of services for a particular inebriation episode.

There will be no priority service for any particular city or unincorporated area of Monterey County.

Service Objectives

The program will:

1. Provide structured Sobering Center services to “appropriate for services” consumers in Monterey County.
2. Provider “warm” referrals to appropriate behavioral health and/or substance use service providers.
3. CONTRACTOR will provide services to a minimum of 600 clients per year and a maximum of 1,800 per year.

Admission Criteria

All referred clients must meet the following additional admission criteria:

1. Be age of 18 and older.
2. Be primarily alcohol abuse referrals, including drunk in public and DUI First offenders; secondary use of other drugs will be considered.
3. Be referred by County Sheriff, City of Salinas and other local law enforcement jurisdictions as agreed to by MOU. No self-referrals.

Assessment and Referral

CONTRACTOR will work closely with law enforcement to assure prompt intake to the Sobering Center.

Intake Hours/Hours of Operation:

Intake and/or admission services are available 24 hours a day 7 days a week

Designated Program Monitor

Andrew B. Heald,
Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6383

Proposition 47 Residential and Outpatient Incentives:

Contractor shall provide incentives to Prop 47 clients as follows:

1. An individual participates in an assessment for services provided by Sun Street Centers
 - a. \$10 gift card per completed assessment
 - b. Estimating 220 assessments for the remainder of the grant
2. An individual successfully completes the outpatient program at Sun Street
 - a. \$25 gift card per successful completion
 - b. Estimating 120 participants for the remainder of the grant
3. An individual successfully completed the residential program at Sun Street
 - a. \$25 gift card per successful completion
 - b. Estimating 80 participants for the remainder of the grant
4. An individual successfully participates in a Prop 47 Focus Group
 - a. \$10 gift card per successful completion
 - b. Estimating up to 20 total participants for the remainder of the grant

Incentives must be documented in the following manner:

- Sun Street will maintain a log of all issued gift cards that includes:
 - What the incentive is (type and amount)
 - The name of the individual that received it
 - The date it was distributed
 - The name of the individual who distributed the incentive
 - The signature of the person receiving it.

Additionally, **CONTRACTOR**, shall provide a copy of the incentives log to the monthly invoice as part of the back-up documentation.

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES YOUTH TREATMENT GUIDELINES

CONTRACTOR'S providing youth treatment services shall comply with the requirements for youth programs as contained in "Youth Treatment Guidelines 2002" until such time new Youth Treatment Guidelines are established and adopted. The Youth Treatment Guidelines may be found on the California Department of Healthcare Services Website:

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

PERINATAL, CAL OMS DATA AND CAL OMS TREATMENT PROGRAM REQUIREMENTS:

CONTRACTORS providing substance use disorder services shall fully participate in the California Outcome Measurement System (CalOMS) data collection and submission process and shall meet the timelines as established by the County. CONTRACTORS providing Perinatal Program services shall comply with the requirements for perinatal programs as contained in "Perinatal Practice Guidelines FY 2018-19" until such time new Perinatal Services Network Guidelines are established and adopted. The Perinatal Practice Guidelines may be found on the California Department of Healthcare Services Website:

https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf

Medicaid Managed Care Plan

CONTRACTORS providing substance use disorder services shall comply with the requirements contained in the Medicaid Managed Care Plan. The policy may be found on the Monterey County Behavioral Health QI website at:

<http://qi.mtyhd.org/wp-content/uploads/2014/09/108-Medicaid-Managed-Care-Plan.pdf>

Proposition 47 Project Access and Program Records Requirements

CONTRACTOR shall comply with the Board of State Community Corrections (BSCC) Project access and program records requirements including ensuring that the COUNTY and BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period. Access to program records will be made available by CONTRACTOR for a period of three (3) years following the end of the project period.

Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Information Access for Individuals with Limited English Proficiency

Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

**EXHIBIT B-5:
PAYMENT PROVISIONS**

PAYMENT TYPE

Cost Reimbursed up to the Maximum Contract Amount.

Non-Drug/Medi-Cal

1. COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community, which fall within the general services described in Exhibit A. At the end of each fiscal-year COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 20 of this Agreement.
2. Subject to the cost adjustment described in Section 20, COUNTY shall compensate CONTRACTOR in the following manner:
 - A. For Programs 5, 6, 7 and 10, CONTRACTOR shall bill COUNTY one- twelfth of the annual amount, monthly, in advance on Exhibit C. At the end of each fiscal year, COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 20 of this Agreement.
 - B. CONTRACTOR shall develop a fee schedule in accordance with Section 14.
3. COUNTY shall pay CONTRACTOR the following rates for the following programs:

| Program Number and Title | | Units | FY 2018-19 | |
|---|--|--------|------------|----------------|
| | | | Rate | Program Total* |
| 5 | Pueblo Del Mar | 12,775 | | \$136,879 |
| 8 | Prop 47 Residential Program (3.1) | 450 | \$95.73 | \$43,079 |
| 8 | Prop 47 Board and Care (3.1) | 450 | \$30.00 | \$13,500 |
| 8 | Prop 47 Residential Program (3.5) | 270 | \$115.08 | \$31,072 |
| 8 | Prop 47 Board and Care (3.5) | 270 | \$30.00 | \$8,100 |
| 8 | Prop 47 Residential Program Case Management | 8,502 | \$1.97 | \$16,749 |
| 9 | Prop 47 Outpatient Treatment Individual Counseling | 5,850 | \$3.14 | \$18,369 |
| 9 | Prop 47 Outpatient Treatment Group Counseling | 20,565 | \$3.14 | \$64,574 |
| 9 | Case Management | 7,500 | \$1.97 | \$14,775 |
| 4 | Prop 47 Intensive OP Treatment (IOT) Individual | 5,400 | \$1.67 | \$9,018 |
| 4 | Prop 47 Intensive OP Treatment (IOT) Group | 11,385 | \$1.67 | \$19,013 |
| 4 | Prop 47 IOT Case Management | 3,555 | \$1.97 | \$7,003 |
| | Prop 47 Recovery Services/Relapse Prevention/Recovery Monitoring | 95 | \$42.18 | \$4,007 |
| 10 | Prop 47 Sobering Center | 1,460 | \$216.65 | \$316,309 |
| | Physician Consult (Peer-to-Peer) | 10 | \$83.10 | \$831 |
| 6 | Prevention (Peninsula Region) | 3,011 | | \$123,207 |
| 6 | Prevention (South County) | 4,234 | | \$139,303 |
| 6 | Prevention (Salinas) | 4,152 | | \$136,955 |
| 6 | Prevention (Travel) | | | \$15,000 |
| | Proposition 47 Incentives | | | \$7,200 |
| 7 | Outreach and Engagement (Homeless Population in Salinas) | 412 | | \$25,000 |
| * Displayed amounts are rounded Sub-Total | | | | \$1,149,943 |

| Program Number and Title | | Units | FY 2019-20 | |
|--|---|--------|------------|--------------------|
| | | | Rate | Program Total* |
| 5 | Pueblo Del Mar | 12,775 | | \$136,879 |
| 8 | Prop 47 Residential Program (3.1) (Fee for svc terms 12/31/2019) | 465 | \$98.51 | \$45,807 |
| 8 | Prop 47 Board and Care (3.1) (Fee for svc terms 12/31/2019) | 465 | \$30.00 | \$13,950 |
| 8 | Prop 47 Withdrawal Management (3.2) (Fee for svc terms 12/31/2019) | 70 | \$123.13 | \$8,619 |
| 8 | Prop 47 Withdrawl Management Board and Care (3.2) (Fee for svc terms 12/31/2019) | 70 | \$30.00 | \$2,100 |
| 8 | Prop 47 Residential Program (3.5) (Fee for svc terms 12/31/2019) | 227 | \$118.42 | \$26,881 |
| 8 | Prop 47 Board and Care (3.5) (Fee for svc terms 12/31/2019) | 227 | \$30.00 | \$6,810 |
| 8 | Prop 47 Residential Program Case Management (Fee for svc terms 12/31/2019) | 1,533 | \$2.02 | \$3,097 |
| 9 | Prop 47 Outpatient Treatment Individual Counseling | 20,279 | \$3.23 | \$65,500 |
| 9 | Prop 47 Outpatient Treatment Group Counseling | 20,526 | \$3.23 | \$66,300 |
| 9 | Prop 47 Case Management (ODF) | 24,922 | \$2.02 | \$50,342 |
| 4 | Prop 47 Intensive OP Treatment (IOT) Individual Counseling | 2,136 | \$1.72 | \$3,674 |
| 4 | Prop 47 Intensive OP Treatment (IOT) Group Counseling | 2,325 | \$1.72 | \$3,999 |
| 4 | Prop 47 IOT Case Management | 1,070 | \$2.02 | \$2,161 |
| | Prop 47 Recovery Services/Relapse Prevention/Recovery Monitoring | 1,380 | \$2.89 | \$3,988 |
| 10 | Prop 47 Sobering Center | 1,460 | \$216.65 | \$316,309 |
| | Prop 47 Physician Consult (Peer-to-Peer) | 150 | \$5.70 | \$855 |
| 6 | Prevention (Peninsula Region) | 3,011 | | \$123,207 |
| 6 | Prevention (South County) | 4,234 | | \$139,303 |
| 6 | Prevention (Salinas) | 4,152 | | \$136,955 |
| 6 | Prevention (Travel) | | | \$15,000 |
| | Proposition 47 Incentives | | | \$3,600 |
| 7 | Outreach and Engagement (Homeless Population in Salinas) | 412 | | \$25,000 |
| * Displayed amounts are rounded Sub-Total | | | | \$1,200,336 |

| Program Title | FY 2018-19 | | | | |
|--|------------|-----------|----------|----------|------------------|
| | Feb-19 | Mar-19 | Apr-19 | May-19 | Total Amount |
| Proposition 47 Renovation King City Site and Sober Living Environment (SLEs) | | | | | |
| Proposition 47 Funding | \$100,000 | \$100,000 | \$54,126 | \$54,126 | \$308,252 |
| Whole Person Care Funding | \$100,000 | \$100,000 | \$54,126 | \$54,126 | \$308,252 |
| * Displayed amounts are rounded Non-Drug/ Medi-Cal Sub-Total | | | | | \$616,504 |

| Program Number and Title | | FY 2018-19 | |
|---|--------------------------------|----------------|---------------------|
| | | 1/12th payment | Total Annual Amount |
| 10 | Proposition 47 Sobering Center | \$26,358 | \$316,295 |
| * Displayed amounts are rounded Non-Drug/ Medi-Cal Sub-Total | | | \$316,295 |
| Program Number and Title | | FY 2019-20 | |
| | | 1/12th payment | Total Annual Amount |
| 10 | Proposition 47 Sobering Center | \$26,358 | \$316,295 |
| * Displayed amounts are rounded Non-Drug/ Medi-Cal Sub-Total | | | \$316,295 |

| Program Number and Title | | FY 2018-19 | | | Total Amount |
|---|--|----------------------------------|----------------------|---|--------------|
| | | July and August 2018 (Per Month) | September 1-30, 2018 | October 2018 thru June 2019 (Per Month) | |
| 8 | Proposition 47 Residential Services (Start-Up) | \$41,970 | \$200,000 | \$32,891 | \$579,959 |
| * Displayed amounts are rounded Non-Drug/ Medi-Cal Sub-Total | | | | | \$579,959 |

| Program Number and Title | | FY 2019-20 | | |
|--|------------------------------|-------------------------|------------------------------|---|
| | | 1/7th payment (per mos) | February thru June (per mos) | Total Annual Amount (July 1, 2019-January 31, 2020) |
| | Prop 47 Residential Services | \$48,330 | \$26,868 | \$472,651 |
| * Displayed amounts are rounded | | | | \$472,651 |

Drug/Medi-Cal

COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community which fall within the general services as outlined in Exhibit A. The rates for Drug/Medi-Cal client services shall be an interim rate based upon the estimated cost and units of services. At the end of each fiscal year, COUNTY shall make adjustments for actual cost in accordance with the procedures set forth in Section 20 of this Agreement.

COUNTY shall compensate CONTRACTOR in the following manner:

- A. For Programs 1, 2, 3, 4 and 9 and Recovery services and Physician Consult, services shall be invoiced to COUNTY in arrears and on a monthly basis.
- B. CONTRACTOR shall bill COUNTY monthly, in arrears, on Exhibit C, attached to supporting documentation as required by COUNTY for payment.
- C. COUNTY shall pay the CONTRACTOR the following rates:

| | | FY 2018-19 | | |
|---|--|------------|----------|--------------------|
| Program Number and Title | | Units | Rate | Program Total* |
| 1 | Residential Services (3.1) | 6,592 | \$95.73 | \$631,052 |
| 1 | Residential Board and Care (3.1) | 6,592 | \$30.00 | \$197,760 |
| 1 | Residential Services (3.5) | 1,350 | \$115.08 | \$155,358 |
| 1 | Residential Board and Care (3.5) | 1,350 | \$30.00 | \$40,500 |
| 1 | Residential Case Management | 57,045 | \$1.97 | \$112,379 |
| 1 | Withdrawal Management (3.2) | 1,000 | \$119.66 | \$119,660 |
| 1 | Withdrawl Management Board and Care | 1,000 | \$30.00 | \$30,000 |
| 3 | Outpatient Individual Counseling | 37,000 | \$3.14 | \$116,180 |
| 3 | Outpatient Group Counseling | 198,630 | \$3.14 | \$623,698 |
| 3 | Youth Outpatient Individual Counseling | 7,020 | \$3.14 | \$22,043 |
| 3 | Youth Outpatient Group Counseling | 30,420 | \$3.14 | \$95,519 |
| 3 | Outpatient Case Management | 25,410 | \$1.97 | \$50,058 |
| 3 | Family Sessions | 1,785 | \$3.14 | \$5,605 |
| 4 | Intensive Outpatient Individual-Adults | 37,080 | \$1.67 | \$61,924 |
| 4 | Intensive Outpatient Group-Adults | 86,520 | \$1.67 | \$144,488 |
| 4 | Intensive Outpatient Individual-Adolscents | 18,540 | \$1.67 | \$30,962 |
| 4 | Intensive Outpatient Group-Adolescents | 43,260 | \$1.67 | \$72,244 |
| 4 | Intensive Outpatient Case Management | 9,060 | \$1.97 | \$17,848 |
| | MAT Med Support or Physician Time | 1,436 | \$83.10 | \$119,332 |
| | Recovery Services/Relapse Prevention/Recovery Monitoring | 6,856 | \$42.18 | \$289,186 |
| | Physician Consult (Peer-to-Peer) | 70 | \$83.10 | \$5,817 |
| * Displayed amounts are rounded Sub-Total | | | | \$2,941,612 |

| Program Number and Title | | Units | FY 2019-20 | |
|--|--|---------|------------|--------------------|
| | | | Rate | Program Total* |
| 1 | Residential Services (3.1) | 11,175 | \$98.51 | \$1,100,850 |
| 1 | Residential Board and Care (3.1) | 11,175 | \$30.00 | \$335,250 |
| 1 | Residential Services (3.5) | 1,630 | \$118.42 | \$193,000 |
| 1 | Residential Board and Care (3.5) | 1,630 | \$30.00 | \$48,894 |
| 1 | Residential Case Management | 55,633 | \$2.02 | \$112,379 |
| 2 | Withdrawal Management (3.2) | 972 | \$123.13 | \$119,683 |
| 2 | Withdrawal Management Board and Care (3.2) | 972 | \$30.00 | \$29,160 |
| 3 | Outpatient Individual Counseling | 118,645 | \$3.23 | \$383,222 |
| 3 | Outpatient Group Counseling | 193,255 | \$3.23 | \$624,215 |
| 3 | Outpatient Case Management | 24,781 | \$2.02 | \$50,058 |
| 3 | Family Sessions | 21,240 | \$3.23 | \$68,605 |
| 4 | Intensive Outpatient Individual (7/1/19-9/30/19) | 2,427 | \$3.23 | \$7,839 |
| 4 | Intensive Outpatient Individual (10/1/19-6/30/20) | 49,448 | \$1.72 | \$85,050 |
| 4 | Intensive Outpatient Group (7/1/19-9/30/19) | 945 | \$3.23 | \$3,051 |
| 4 | Intensive Outpatient Group (10/1/19-6/30/20) | 95,141 | \$1.72 | \$163,643 |
| 4 | Intensive Outpatient Case Management (7/1/19-9/30/19) | 919 | \$3.23 | \$2,967 |
| 4 | Intensive Outpatient Case Management (10/1/19-6/30/20) | 7,387 | \$2.02 | \$14,922 |
| | MAT Med Support or Physician Time (ODF and IOT) | 3,396 | \$5.70 | \$19,358 |
| | Recovery Services/Relapse Prevention/Recovery Monitoring | 32,034 | \$2.89 | \$92,579 |
| | Physician Consult (Peer-to-Peer) | 1,020 | \$5.70 | \$5,814 |
| * Displayed amounts are rounded Sub-Total | | | | \$3,460,539 |

4. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by Drug Medi-Cal funds, SAPT funds, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for substance abuse treatment and/or alcohol and other drug prevention services provided pursuant to this Agreement,

Sun Street Centers SUD Amendment NO. 5 to Agreement A-14020

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reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the CONTRACTOR's submitted budget for each funded program. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed the CMA. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section 3. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section 5.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Drug Medi-Cal funds, SAPT funds, or any other Federal or State funded program ("an eligible beneficiary"), 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. For the Drug Medi-Cal Funded Program(s), CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Drug/Medi-Cal or are not Drug/Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit C, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section 3, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit C, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. 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 (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) 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.

J. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Drug/Medi-Cal Disallowance Report, Cost Report or Audit Report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any state, federal, or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.

K. 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 (20) days after CONTRACTOR's receipt of COUNTY's 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 will be split evenly between CONTRACTOR and COUNTY.

5. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$11,054,134** for services rendered under this Agreement.

B. Maximum Annual Liability:

| SUN STREET CENTER: SUD Agreement | |
|---|----------------------|
| FY 2018-19 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT | \$ 5,604,313 |
| FY 2019-20 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT | \$ 5,449,821 |
| TOTAL AGREEMENT MAXIMUM LIABILITY | \$ 11,054,134 |

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

6. BILLING AND PAYMENT LIMITATIONS

~~A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Drug/Medi-Cal claims files, contractual limitations of this Agreement, annual cost, 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, or COUNTY audits, all of which take precedence over monthly claim reimbursements.~~

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the

Budget and Expenditure Report provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. All requests for budget amendments must be submitted prior to March 31 of the current Fiscal Year period. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Administrative Overhead: CONTRACTOR's administrative costs shall not exceed fifteen (15%) percent of total program costs and are subject to Cost Report Settlement provisions.

E. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

F. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Drug/Medi-Cal claims, and billing system data.

7. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, 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 fiscal year and any subsequent fiscal year 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 (30) calendar days of the Board's approval of such action.

D. 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 fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year 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.

8. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX MEDICAID SERVICES

A. Under this Agreement, CONTRACTOR has Funded Programs that include Drug/Medi-Cal services, CONTRACTOR shall certify in writing annually, by July 1 of each year, that all necessary documentation shall exist at the time any claims for Drug/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Drug Medi-Cal Organized Delivery System Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Drug/Medi-Cal claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Drug MC-Organize Delivery System (ODS) Plan, shall submit to the State in a timely manner claims for Drug/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Drug/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Medicaid Administrative Activities by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Medicaid, subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section V (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. In no event 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.

L. Nothing in this Section 8 shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

9. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Medicaid, Medicare, private insurance, or other third-party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of Non-Drug/Medi-Cal, Drug/Medi-Cal service/activities specified in this Agreement.

C. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of Drug Medi-Cal beneficiaries without deducting those fees from the cost of providing those Drug/Medi-Cal services for which fees were paid.

D. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of Non-Drug/Medi-Cal, Drug/Medi-Cal services/activities specified in this Agreement.

E. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Drug Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Drug/Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

10. AUTHORITY TO ACT FOR THE COUNTY

The DIRECTOR may designate one or more persons within the Department of Health, Behavioral Health Bureau for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "DIRECTOR" in all cases shall mean "DIRECTOR or his/her designee."