

**AMENDMENT NO. 3
TO ALCOHOL AND OR DRUG SERVICE AGREEMENT A-12550
BY AND BETWEEN
COUNTY OF MONTEREY AND
VALLEY HEALTH ASSOCIATES**

This Amendment No. 3 to Agreement A-12550 is made by and between the **County of Monterey**, hereinafter referred to as COUNTY, and **Valley Health Associates**, hereinafter referred to as CONTRACTOR.

Whereas COUNTY and CONTRACTOR have heretofore entered into Agreement A-12550 dated July 30, 2013 (Agreement); Amendment No. 1 dated June 4, 2014; Amendment No. 2 dated July 7, 2015; and

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

1. Revise rates to reflect Drug Medi-Cal rates as published by the Department of Health Care Services for Fiscal Year (FY) 2015-16; and
2. Add an additional delivery site to Program 3 – Outpatient Program – Drug Diversion.

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

1. EXHIBIT A of Agreement A-12550 is replaced with Amendment No. 3 to EXHIBIT A of Agreement A-12550. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 3 to EXHIBIT A.
2. EXHIBIT B of Agreement A-12550 is replaced with Amendment No. 3 to EXHIBIT B of Agreement A-12550. All references in the Agreement to EXHIBIT B shall be construed to refer to Amendment No. 3 to EXHIBIT B.
3. PAYMENTS BY COUNTY, COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Amendment No. 3 to EXHIBIT B, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of **\$1,731,167**.
4. This Amendment No. 3 shall be effective July 1, 2015.
5. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-12550 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 3 to Agreement A-12550.

COUNTY OF MONTEREY:

By: _____
Mike Derr, Contracts/Purchasing
Manager

Date: _____

By: _____
Ray Bullick, Director of Health

Date: _____
2/3/16

APPROVED AS TO FORM

By: _____
Stacy L. Saetta, Deputy County Counsel

Date: _____
12-1-15

APPROVED AS TO FISCAL PROVISIONS¹

By: _____
Gary Giboney, Auditor/Controller

Date: _____
12-2-15

APPROVED AS TO LIABILITY PROVISIONS²

By: _____
Steven Mauck, Risk Management

Date: _____

VALLEY HEALTH ASSOCIATES

VALLEY HEALTH ASSOCIATES

Contractor's Business Name*

By: _____
Norma Jaramillo, Executive Director

Date: _____
11/6/15

By: _____
(Signature of Secretary, Assistant
Secretary, CFO, or Assistant Treasurer)**

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the 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 a partner 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.

¹ Approval by Auditor/Controller is necessary only if changes are made in paragraph 6 or if changes are made in paragraph 2 by amendment.

² Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

**AMENDMENT NO. 3 TO EXHIBIT A
VALLEY HEALTH ASSOCIATES
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES**

PROGRAM 1 – NARCOTIC MAINTENANCE - DRUG/MEDI-CAL

Program Location

338 Monterey Street
Salinas, CA 93901

Program Hours

1. Hours of operation:
 - Monday through Thursday, 6:30 a.m. to 3:30 p.m.
 - Friday, 6:30 a.m. to 12:00 p.m. (noon)
2. Medication dispensed:
 - Monday through Friday, 6:30 a.m. to 9:00 a.m.
 - Saturday, Sunday and Holidays, 7:30 a.m. to 9:00 a.m.
3. Intake hours are Tuesday's, 7:30 a.m. to 11:00 a.m.
4. Screening and interviews are by appointment.

Program Description

Opiate Treatment Programs are included as outpatient care by the State Department of Alcohol and Drug Programs' "Drug Program Fiscal System Manual and Services" defined as follows: Outpatient care is a medication or counseling visit in the clinic setting in accordance with Title 9 (for narcotics), and Title 22, California Code of Regulations. Narcotic maintenance is an opiate replacement treatment whereby methadone is used in sustained, stable, medically determined dosage levels for a period in excess of 21 days, to reduce or eliminate chronic opiate addiction. A licensed narcotic treatment program may receive exception to state admission requirements for a two-year history of addiction and two treatment failures (California Code of Regulations Title 9). CONTRACTOR will provide the client with a comprehensive range of treatment services including:

- Physical examination by the program physician;
- Assessment and treatment planning;
- Medication;
- Individual counseling;
- Education and or
- Group counseling;
- Referrals for ancillary services; and
- Drug screening.

CONTRACTOR's physician determines continued participation in the maintenance program.

Target Population

Medi-Cal eligible adults age 18 years or older with primary addiction to heroin or other morphine addicted individuals in Monterey County (including temporary transfers) who wish to stabilize and decrease their addiction through their participation in a narcotic maintenance program. CONTRACTOR will place special emphasis on the needs of pregnant women.

Service Objectives

1. Operate and maintain a State licensed narcotic maintenance treatment program in accordance with all applicable State and Federal laws.
2. Provide the estimated units of service as specified in the table below to those individuals continuously enrolled in the program. Fiscal years 2014-16 Narcotic Maintenance units of service were computed anticipating approval by Department of Health Care Services of the Contractor's request to increase Narcotic Treatment Program (NTP) slots from 60 to 100.

Program 1	FY 2013-14	FY 2014-15	FY 2015-16
NTP Methadone Dosing (DMC)	16,571	31,025	31,025
NTP Individual Counseling (DMC)	3,415	20,400	20,400
NTP Group Counseling (DMC)	84	4,080	4,080

Target Population

AB 109 eligible adults age 18 years or older with primary addiction to heroin or other morphine addicted individuals in Monterey County (including temporary transfers) who wish to stabilize and decrease their addiction through their participation in a narcotic maintenance program. CONTRACTOR will place special emphasis on the needs of pregnant women.

Service Objectives

1. Operate and maintain a State licensed narcotic maintenance treatment program in accordance with all applicable State and Federal laws.
2. Provide the estimated units of service as specified in the table below to those individuals continuously enrolled in the program. Fiscal years 2014-16 Narcotic Maintenance units of service were computed anticipating approval by Department of Health Care Services of the Contractor's request to increase NTP slots from 60 to 100.

Program 1	FY 2013-14	FY 2014-15	FY 2015-16
NTP Methadone Dosing (AB 109)	829	5,475	5,475
NTP Individual Counseling (AB 109)	173	3,600	3,600
NTP Group Counseling (AB 109)	179	720	720

Admission Criteria

1. Client must be 18 years or older (proof of birth date required).
2. Client must agree to provide a urine test that substantiates addiction to heroin or opiate like substances.
3. Client must have been assessed a medical judgment for physiologic dependence of approximately most of one year (6 months + 1 day) prior to admission date.
4. Penal documentation – Client must have resided in a penal institution for one month or more – must be admitted within 6 months after discharge – without being in withdrawal but must be eligible prior to incarceration.
5. Must have laboratory tests for Tuberculosis and Syphilis.

Designated Contract Monitor

Andrew B. Heald,
 Behavioral Health Services Manager
 1441 Constitution Blvd., Bldng 400
 Salinas, CA 93906
 (831) 755-6383

Valley Health Associates

Amendment No.3 to Agreement A-12550

PROGRAM 2 – ADULT DRUG COURT GRANT PROGRAM-OUTPATIENT SERVICES
(Program ended 06/30/2014)

Program Location

338 Monterey Street
Salinas, CA

114 Webster Street
Monterey, CA

495 El Camino Real
Greenfield, CA

Program Hours

1. Office Hours:
 - Salinas Office – Monday through Thursday 9:00 a.m. to 3:30 p.m., Friday 9:00 a.m. to 12:00 p.m. (noon).
 - Monterey and Greenfield Offices – Tuesday/Thursday by appointment
2. Group Sessions – All offices – Monday through Thursday 5:20 p.m. to 7:00 p.m.
3. Intake Hours – Salinas - Monday through Friday by appointment

Program Description

CONTRACTOR's program is state certified and meets the Outpatient Services Program standards. CONTRACTOR shall offer the following outpatient services to eligible program participants:

- Assessment and treatment planning;
- Education sessions;
- 6 Individual counseling sessions;
- 26 Group counseling sessions;
- Relapse prevention;
- Drug screening;
- Case management;
- 12-Step meetings; and
- Information/referrals for obtaining health, social, vocation and other community services.

For this Agreement, CONTRACTOR will provide culturally and linguistically competent services using the evidenced based practices of Motivational Interviewing and Seeking Safety.

Based on the assessment and treatment needs of each client, CONTRACTOR will offer a three (3) month treatment program to consist of the following:

- Weekly education and/or;
- Group sessions (26 sessions of 90 minutes each);
- Individual counseling sessions (maximum of 6 sessions);
- Random drug screenings to be conducted by Probation Staff;
- Five (5) 12-Step meetings per week;
- Case management;
- Referrals for other community services; and
- Exit/recovery planning.

Failure to successfully complete the three month program will result in a case management meeting including staff from COUNTY Behavioral Health Division, Probation and/or Parole, and CONTRACTOR. If deemed appropriate, clients may continue in CONTRACTOR outpatient services for additional services months as prescribed by the case management team.

Target Population

- 18 years or older (proof of birth date required).
- County of Monterey residents, men and/or women.
- Each applicant for outpatient treatment services is appropriately screened for eligibility based on meeting stated admission criteria.
- The program will serve Eligible Individuals including Latino Offenders and Veterans referred by the Court and approved by the Behavioral Health Drug Treatment Court Staff.

Service Objectives

1. Operate and maintain a state certified outpatient drug free program in accordance with applicable State and Federal laws.
2. Program staff providing services will be trained in the practices of motivational interviewing and seeking safety and will utilize these practices when serving clients under this grant funded program.
3. Program staff will complete an Addiction Severity Index (ASI) Assessment on each client being served under this program.
4. Provide the estimated units of service as specified in the table below to those individuals continuously enrolled in the program.

Program 2	FY 2013-14
Adult Drug Court Grant Program- Outpatient Individual Counseling <i>(Program ended 06/30/2014)</i>	17
Adult Drug Court Grant Program- Group Counseling <i>(Program ended 6/30/2014)</i>	58

Admission Criteria

In Monterey County, the Court may grant the Adult Drug Court Grant outpatient treatment program at the defendant's request through the defendant's attorney. The Court determines whether or not the Adult Drug Court Grant outpatient treatment program is applicable to the defendant and advises the defendant and defendant's attorney of that determination.

Assessment and Referral

The program will serve Eligible Individuals including Latino Offenders and Veterans referred by the Court and approved by the Behavioral Health Drug Treatment Court Staff. Individuals requesting admission to the Adult Drug Court Grant outpatient treatment program must have an assessment completed by the Behavioral Health Division assessment staff. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Division Assessment Staff who will provide an Initial Authorization Form (See Exhibit J).

COUNTY's Behavioral Health Division will authorize referrals to CONTRACTOR's outpatient treatment program.

Adult Drug Court Grant Program Requirements:

Drug Court Grant Program Extension of Services

Contractor may request from the designated BH Contract Monitor an extension of services of up to

30 days for any client enrolled in the programs who is in need of additional services. Contractor will submit a Request for Reauthorization form via fax to designated BH staff for review and approval for extension of services (Refer to Exhibit L).

Drug Court Grant Program Reporting Requirements:

To effectively track and coordinate client referrals and services, Contractor will submit a *weekly* progress report for each Drug Court Grant client that is scheduled to attend court for that particular week to the Drug Court Grant and Drug Treatment Court Behavioral Health Staff (Refer to Exhibit K).

Drug Court Grant Program Monthly Progress Report

To effectively track and coordinate client referrals and services, Contractor will submit a *monthly* progress report for each Drug Court Grant client to the Drug Court Grant Behavioral Health Staff.

Drug Court Grant Program Hot Sheets

Contractor will submit a hot sheet to BH staff regarding Drug Court Grant clients who have been discharged from the program due to non-compliance with treatment.

Drug Court Grant Program Monthly Statistics Report

Contractor will submit to the Drug Court Grant Behavioral Health Staff monthly statistics regarding Drug Court Grant clients by the 7th of each month.

Contract Special Conditions Compliance with Substance Abuse and Mental Health Services Administration (SAMHSA) and Department of Justice Programs, Bureau of Justice Assistance (BJA).

Contractor shall comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJPR) and Financial Guide. Contractor also agrees to participate in a data collection process using the Government Performance and Results Act measuring program outputs and outcomes as outlined by the Office of Justice Programs and the Substance Abuse and Mental Health Services Administration.

GPRA Training, Data Collection and Input:

Contractors providing alcohol and drug treatment services under this grant funded contract shall fully participate in the Government Performance and Results Act (GPRA) trainings, data collection and submission process and shall meet the timelines as established by SAMHSA and BJA.

Designated Contract Monitor

Andrew B. Heald,
Behavioral Health Services Manager
1441 Constitution Blvd., Bldg 400
Salinas, CA 93906
(831) 755-6383

PROGRAM 3 – OUTPATIENT PROGRAM –DRUG DIVERSION

Program Location

338 Monterey Street Salinas, CA	114 Webster Street Monterey, CA	495 El Camino Real Greenfield, CA	411 Center Street Gonzales, CA (Monterey County office)
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Program Hours

1. Office Hours:

- Salinas Office - Monday through Thursday 9:00 a.m. to 3:30 p.m., Friday 9:00 a.m. to 12:00 p.m. (noon).
- Monterey and Greenfield Office - Tuesday through Thursday by appointment.
- Gonzales Office - CONTRACTOR’S office hours in COUNTY office space will be scheduled as mutually agreed upon between the Behavioral Health Service Manager and CONTRACTOR’S Executive Director. Approval of space will be based on availability and need.

2. Group Sessions – All offices – Monday through Thursday 5:20 p.m. to 7:00 p.m.

3. Intake Hours – Salinas - Monday through Friday by appointment

Program Description

CONTRACTOR provides a certified drug diversion program as regulated by COUNTY standards of operations as detailed in Exhibit I. CONTRACTOR operates with a two level emphasis with level two consisting of Options I and II. The Choice of Level II Option I and Level II Option II will be at the Counselor’s Discretion.

Level I is a four (4) month program requiring the client to:

- Complete an orientation;
- Attend twelve (12) group counseling sessions;
- Attend four (4) individual counseling sessions;
- Agree to undergo and authorize a minimum of four (4) random drug screenings;
- Attend an exit interview upon completion of the program; and
- Attend 12-Step meetings.

Clients who successfully complete Level I will return to Court without being required to enroll in Level II. Clients who do not complete Level I must enroll in Level II.

Level II Option I is an eighteen (18) week program requiring the client to:

- Participate in an Intake Session
- Attend twelve (12) group counseling sessions;
- Attend eight (8) individual counseling sessions;
- Agree to undergo and authorize a minimum three (3) random drug screenings;
- Attend an Exit Interview upon completion of the program, and;
- Attend 12-Step meetings.

Level II Option II is a five (5) week program requiring the client to:

- Participate in an Intake Session
- Attend six (6) individual counseling sessions;
- Agree to undergo and authorize a minimum three (3) random drug screenings;
- Attend an Exit Interview upon completion of the program, and;
- Attend 12-Step meetings.

CONTRACTOR may terminate clients who attend program activities while under the influence of alcohol or drugs.

Target Population

Adult men and women offenders referred by Department 11 of the Courts as a Delayed Entry Judgment.

Service Objectives

- Operate and maintain a state certified outpatient program.
- Complete intake/assessment within fifteen (15) working days after client schedules an intake appointment for enrollment into the program.
- Upon client's completion of the intake/assessment session, CONTRACTOR will complete the "Enrollment Status" for the individual to take to the Court.

Admission Criteria

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. Non-residential locations are handicapped accessible. Visually and hearing impaired participants are welcome and interpreters will be utilized as needed. 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.

Fees

CONTRACTOR shall assess fees to the client to be used toward the cost of treatment based on CONTRACTOR's Drug Diversion Program Fee Structure. Services will not be denied because of an individual's inability to pay. COUNTY shall receive an administration fee of \$50.00 for each individual referred to CONTRACTOR by COUNTY and who completes the program.

Designated Contract Monitor

Andrew B. Heald,
Behavioral Health Services Manager
1441 Constitution Blvd., Bldng 400
Salinas, CA 93906
(831) 755-6383

Valley Health Associates

Amendment No.3 to Agreement A-12550

PERINATAL, CalOMS DATA AND CalOMS PREVENTION PROGRAM REQUIREMENTS:

Contractors providing alcohol and drug treatment and/or prevention 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 Services Network Guidelines 2004" until such time new Perinatal Services Network Guidelines are established and adopted.

DEBARMENT AND SUSPENSIONS

As required by Executive Order 12549, Debarment and Suspension, certain contracts shall not be made to parties listed on the nonprocurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Executive Order 12549 and 12689). The applicant certifies that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department of agency; (b) have not within a three year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (15)(b) of this certification' and (d) have not within a three-year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default' and Where the applicant is unable to certify any of the statements in this certification, he/she shall attach an explanation to this agreement.

**AMENDMENT NO. 3 TO EXHIBIT B
PAYMENT PROVISIONS**

PAYMENT TYPE

Cost Reimbursed up to the Maximum Contract Amount.

PAYMENT CONDITIONS

- A. COUNTY shall pay CONTRACTOR 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.
- B. 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 below.
- C. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Cost Report or audit report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any Federal, State or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.
- D. **Prohibition on Duplicate Billing**
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.
- E. **Timeliness for Claim Submission**
In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as may be required by the County of Monterey, Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on a form acceptable to COUNTY so as to reach the Behavioral Health Bureau no later than the 30th day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services. Invoices for June services shall reach Behavioral Health by July 15th.
- F. **Certification and Payment of Claim by COUNTY**
COUNTY shall promptly certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement. COUNTY will compare the CONTRACTOR claimed amount against the COUNTY authorized amount by mode, service function, fund source and number of units of service. COUNTY shall then submit such certified claim to the COUNTY Auditor. The Auditor shall pay the claim in the amount certified by COUNTY within 30 days.

G. **Disputed Payment Amount**

If COUNTY certifies for payment a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for the modification. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the 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 dispute until the parties have met and attempted to resolve the dispute in person.

H. **Cost Control:**

CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

Non-Drug/Medi-Cal

1. COUNTY shall pay CONTRACTOR for services rendered to eligible participants, which fall within the general services described in Exhibit A. The rate for Non-Drug/Medi-Cal client services shall be a negotiated rate based upon the estimated cost and units of services. At the end of each fiscal year, COUNTY shall make an adjustment for actual cost in accordance with the procedures set forth in Section 16 of this Agreement.
2. Subject to the cost adjustment described in Section 16, COUNTY shall compensate CONTRACTOR in the following manner:
 - a. For residential services, CONTRACTOR shall bill COUNTY one twelfth of the annual contract amount, monthly, in advance, on Exhibit C - Behavioral Health Cost Reimbursement Invoice attached to other supporting documentation required by COUNTY for payment. COUNTY shall review actual bed day utilization rate for one twelfth reimbursement programs on a quarterly basis and adjust reimbursement to the CONTRACTOR accordingly. For outpatient services, CONTRACTOR shall bill COUNTY based on the number of individual and group units multiplied by the negotiated rate on Exhibit C, attached to other supporting documentation required by COUNTY for payment. For Narcotic Maintenance services, CONTRACTOR shall bill County based on the number of doses, individual and group units of service (in 10 minute increments) multiplied by the negotiated rate on Exhibit C, attached to other supporting documentation required by County for Payment. Billings shall be submitted to COUNTY promptly after the close of each calendar month, as required in the County Alcohol and Drug Reporting Guidelines.

b. COUNTY shall pay the CONTRACTOR the following negotiated rates:

Program		FY 2013-14			FY 2014-15			FY 2015-16		
		Est. Units per FY	Medi-Cal Rate	FY Total	Est. Units per FY	Medi-Cal Rate	FY Total	Est. Units per FY	Medi-Cal Rate	FY Total
1	NTP Methadone Dosing (AB 109)	829	\$11.32	\$9,385	5,475	\$10.80	\$59,130	5,475	11.44	\$62,634
1	NTP Individual counseling (AB 109)	173	\$13.45	\$2,327	3,600	\$13.48	\$48,528	3,600	13.39	\$48,204
1	NTP Group counseling (AB 109)	179	\$3.17	\$568	720	\$2.91	\$2,096	720	3.02	\$2,175
Total Non-Drug/Medi-Cal				\$12,280		\$109,754				\$113,013

Program		FY 2013-14 Est. UOS	FY 2013-14 Rate	FY 2013-14 Total
2	Drug Court Individual counseling sessions (Program ended 06/30/2014)	17	\$62.98	\$1,071
2	Drug Court Group counseling sessions (Program ended 06/30/2014)	58	\$26.77	\$1,553
Total Non-Drug/Medi-Cal				\$2,624

c. The COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by the annual 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.

Drug/Medi-Cal

At the end of each fiscal year, COUNTY shall make adjustment for actual cost in accordance with the procedures set forth in Section 16 of this Agreement. Subject to the cost adjustment described in Section 16, COUNTY shall compensate CONTRACTOR in the following manner:

- a. CONTRACTOR shall bill COUNTY monthly, in arrears, on Exhibit C, attached to supporting documentation as required by COUNTY for payment. Billings shall be submitted to COUNTY promptly after the close of each calendar month, as required in the County Alcohol and Drug Reporting Guidelines.
- b. COUNTY shall pay the CONTRACTOR the following interim rates:

Program		FY 2013-14			FY 2014-15			FY 2015-16		
		Est. Units per FY	Est. Rates	FY Total	Est. Units per FY	Est. Rates	FY Total	Est. Units per FY	Est. Rates	FY Total
1	NTP Methadone Dosing (DMC)	16,339	\$11.32	\$184,958	31,025	\$10.80	\$335,070	31,025	\$11.44	\$354,926
1	NTP Individual counseling (DMC)	3,415	\$13.45	\$45,932	20,400	\$13.48	\$274,992	20,400	\$13.39	\$273,156
1	NTP Group counseling (DMC)	84	\$3.17	\$267	4,080	\$2.91	\$11,873	4,080	\$3.02	\$12,322
Total Drug/Medi-Cal				\$231,157		\$621,935				\$640,404

- c. 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.

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.

Drug Diversion

1. CONTRACTOR shall develop and implement Fee Assessment and Collection procedures in compliance with COUNTY's Standards for the Operation of Certified Drug Diversion Programs attached hereto as Exhibit F. COUNTY DIRECTOR shall approve the fees set forth for the Drug Diversion Program Fee Structure and any changes thereto. CONTRACTOR's Fee Assessment Policy, Fee Schedule and Collection System, which shall describe how the CONTRACTOR charges and collects participation fees, shall comply with the COUNTY's Standards for the Operation of Certified Drug Diversion Programs. CONTRACTOR shall not charge more than this schedule unless an updated fee schedule is approved by the COUNTY DIRECTOR. This system shall be in writing and shall be a matter of public record. Fees for the treatment or rehabilitation of each participant receiving service under a certified drug diversion program shall not exceed the actual cost thereof as determined by the DIRECTOR according to standard accounting principles. The following schedule displays program fees:

DRUG DIVERSION PROGRAM FEE STRUCTURE		
<i>LEVEL I PROGRAM</i>		
SERVICES	FEES	DESCRIPTION
Orientation	\$60.00	<ul style="list-style-type: none"> • Completion of forms in a group setting. • Payment plan created • Assessment appt. made • Note: The orientation will not be rescheduled if missed.
Assessment	\$65.00	<ul style="list-style-type: none"> • Individual Session w/Therapist for 30 mins. • Treatment Plan • Urinalysis • Scheduled group session • Note: There is a fee of \$15 for a missed assessment appt. and it will only be rescheduled once.
Group and Individual Counseling	\$55.00 Paid Weekly for 16 Weeks <ul style="list-style-type: none"> • 12 Group Sessions 	<ul style="list-style-type: none"> • If the client brings in more money at the assessment then the payments would be lower. • If client does not have payment, then client will

	<ul style="list-style-type: none"> •3 Individual Sessions •4 Urinalysis Tests •1 Exit Interview 	<ul style="list-style-type: none"> not have a session. • An absence will incur a \$15 fee regardless of advance notice. • If the client is absent more than two times than they will be terminated without notice. • If the client is terminated then reinstated by the court, they will need to start over with an orientation session.
Total Level I Program Fees	\$1,002.00	The \$50 dollar County fee will be paid only when the client completes the program.
<i>If the Client tests positive on the urinalysis, they will need to complete level I and then they will be given the option to enroll in Level II or return to the court for further orders.</i>		

The Choice of Level II Option I and Level II Option II will be at the Counselor's Discretion

LEVEL II PROGRAM (OPTION I)		
SERVICES	FEES	DESCRIPTION
Intake	\$ 150.00	<ul style="list-style-type: none"> • Individual therapy session for 60 mins. • Treatment plan • Schedule next session • Note: There is a fee of \$15 for a missed assessment appt. and it will only be rescheduled once.
Group and Individual Sessions	\$ 56.50 paid weekly for 18 weeks <ul style="list-style-type: none"> •12 Group Sessions •8 Individual Sessions •3 Urinalysis Tests •1 Exit Interview 	<ul style="list-style-type: none"> • If client does not have payment, then client will not have a session. • An absence will incur a \$15 fee regardless of advance notice. • If the client is absent more than two times than they will be terminated without notice. • The client will be terminated from Level II if they test positive once on the urinalysis. • If the client is terminated then reinstated by the court, they will need to start over with an intake session.
Total Level II (Option I) Program Fees	\$1,167.00	
LEVEL II PROGRAM (OPTION II)		
SERVICES	FEES	DESCRIPTION
Intake	\$ 75.00	<ul style="list-style-type: none"> • Individual therapy session for 60 mins. • Treatment plan • Schedule next session • Note: There is a fee of \$15 for a missed assessment appt and it will only be rescheduled once.
Individual Sessions	\$ 128.00 paid weekly for 5 weeks <ul style="list-style-type: none"> •6 Individual Sessions •3 Urinalysis Tests •1 Exit Interview 	<ul style="list-style-type: none"> • If client does not have payment, then client will not have a session. • An absence will incur a \$15 fee regardless of advance notice. • If the client is absent more than two times than they will be terminated without notice.

		<ul style="list-style-type: none"> • The client will be terminated from Level II if they test positive once on the urinalysis. • If the client is terminated then reinstated by the court, they will need to start over with an intake session.
Total Level II (Option II) Program Fees	\$715.00	

2. Fees charged to participants shall be determined based upon the participant's ability to pay for services. CONTRACTOR shall retain documentation relating to participant's ability to pay and participation in the program and allow COUNTY access to it in accordance Section 12 RECORDS AND REPORTS of this Agreement. CONTRACTOR shall not refuse services because of inability to pay and shall make provisions for persons who cannot afford such fees in order to enable such persons to participate in the program. CONTRACTOR shall exercise diligence in the billing and collection of participant fees.
3. CONTRACTOR is required to submit administrative fees to the Behavioral Health Division of the Monterey County Health Department on a quarterly basis along with the Quarterly Drug Diversion Program Report. CONTRACTOR shall pay an administrative fee of **\$50 per individual enrolled** to COUNTY, which shall be due fifteen (15) days after end of quarter.
4. If analysis of any audit or program review shows that the CONTRACTOR has underpaid the COUNTY, then the CONTRACTOR shall reimburse the amount of the underpayment in a single payment to the COUNTY within thirty (30) days after the COUNTY notifies the CONTRACTOR of the underpayment.

MAXIMUM OBLIGATION OF THE COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$1,731,167** or services rendered under this Agreement.

VALLEY HEALTH ASSOCIATES: AOD Agreement FYs 2013-16	
FY 2013-14 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$246,061
FY 2014-15 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$731,689
FY 2015-16 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$753,417
TOTAL AGREEMENT MAXIMUM LIABILITY	\$1,731,167

- B. 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.
- C. 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.

- D. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Cost Report or audit report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any Federal, State or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.
- E. Service Charge Entry, Admission and Discharges. The contractor will be responsible for entering into the AVATAR system, within 72 hours of occurrence, CalOMS Admission and Discharges and entering services provided.

PAYMENT METHOD

- 1. County will pay CONTRACTOR for the services provided by CONTRACTOR that have been authorized pursuant to this agreement, as hereinafter set forth.
- 2. CONTRACTOR will submit a separate monthly claim, Exhibit C, and any additional documentation required by COUNTY for each program detailing services rendered via email to: MCHDBHFinance@co.monterey.ca.us

Or vial U.S mail to:

Monterey County Health Department, Behavioral Health Bureau
Attn: Accounts Payable
1270 Natividad Road, Suite 107-108
Salinas, CA 93906