

A-11497
Agreement Number

June 30, 2012
Termination Date

COUNTY OF MONTEREY
DEPARTMENT OF HEALTH
ALCOHOL AND/OR DRUG
SERVICE CONTRACT

COUNTY Department Contract Representative
Len Foster.
Director of Health
1270 Natividad Road, Salinas, CA 93906

This Agreement is entered into in the State of California, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **SUN STREET CENTERS**, a voluntary health and welfare agency exempt from Federal taxation under Internal Revenue Code Section 501 (c) (3), hereinafter referred to as "CONTRACTOR", for the purpose of providing alcohol and drug recovery services in Monterey County.

RECITALS:

The parties hereby enter into this contract in reliance on the following facts and representations:

1. COUNTY desires to enter into this Agreement whereby CONTRACTOR will provide services set forth herein in accordance with the requirements of Chapter 4 (commencing with Section 9000) of the California Code of Regulations.

2. Division 10.5 (commencing with Section 11750) of the California Health and Safety Code provides a set of definitions, standards, procedures, and regulations by and pursuant to which COUNTY and CONTRACTOR may lawfully contract for such services.

3. CONTRACTOR is willing to furnish such services upon the terms hereafter set forth.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. SERVICES TO BE PROVIDED

COUNTY hereby engages CONTRACTOR to perform and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: CONTRACTOR shall provide the recovery services set forth in this Agreement, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. This Agreement defines the rights and obligations of the parties regarding treatment not funded by Drug/Medi-Cal (hereafter "Non-Drug/Medi-Cal") and the rights and obligations of the parties regarding treatment funded by Drug/Medi-Cal (hereafter "Drug/Medi-Cal"). Unless otherwise indicated, requirements set forth in this Agreement shall apply to both Non-Drug/Medi-Cal funded

treatment and Drug/Medi-Cal funded treatment.

2. CONTRACT ADMINISTRATION

COUNTY Behavioral Health Director, hereafter referred to as the DIRECTOR, shall be the COUNTY employee authorized and assigned to represent the interests of the COUNTY and to ensure that the terms and conditions of this Contract are carried out. CONTRACTOR's Executive Director shall administer this Agreement on behalf of the CONTRACTOR. CONTRACTOR agrees to submit necessary program and financial reports in a timely fashion, pursuant to provisions of this Agreement and the provisions contained in the COUNTY Administration and Reporting Guidelines, which shall be furnished to the CONTRACTOR by the COUNTY at no cost to CONTRACTOR.

3. PERFORMANCE STANDARDS AND COMPLIANCE

3.1 Performance standards. CONTRACTOR shall meet the contracted level of service and the specified performance standards unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

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

3.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees and subcontractor performing services under this Agreement are specially, trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement.

3.4 CONTRACTOR its agents, employees and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

3.5 CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement

3.6 COUNTY monitoring of services. COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided. The DIRECTOR will assign a designated staff representative to be the Contract Monitor. The procedure utilized to monitor the Agreement will be as follows:

3.6.1 COUNTY shall monitor the kind, cost, quality, and quantity of the CONTRACTOR's

services and criteria for determining the persons, population groups and geographic areas to be served. COUNTY may, in its sole discretion, change its designation of the Contract Monitor and shall promptly give written notice to CONTRACTOR of any such change.

3.6.2 The Contract Monitor shall hold regular meetings with CONTRACTOR at reasonable intervals deemed appropriate or necessary by the DIRECTOR.

3.6.3 The Contract Monitor shall review on a monthly basis all statistical reports concerning services provided under the terms of this Agreement.

3.6.4 The Contract Monitor shall regularly review the records and/or clinical materials of clients receiving services pursuant to this Agreement.

3.6.5 The Contract Monitor shall review on a monthly basis the fiscal claims for reimbursement and conduct from time to time on-site billing verification.

4. EXHIBITS

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

- EXHIBIT A PROGRAM DESCRIPTION
- EXHIBIT B PAYMENT PROVISIONS
- EXHIBIT C BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE
- EXHIBIT D CONFIDENTIALITY OF PATIENT INFORMATION
- EXHIBIT E ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
- EXHIBIT F BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT G ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY
- EXHIBIT H: COMPLIANCE WITH STATE ALCOHOL AND DRUG PROGRAM REGULATIONS.
- EXHIBIT I: INITIAL AUTHORIZATION FORM
- EXHIBIT J: WEEKLY PROGRESS REPORT FORM
- EXHIBIT K: RE-AUTHORIZATION FORM
- EXHIBIT L: ADP BULLETIN ISSUE NO. 09-05 REQUIREMENTS TO ENSURE ACCESS TO SERVICES FOR PERSONS WITH DISABILITIES

5. TERM OF AGREEMENT AND TERMINATION

5.1 The term of this Agreement shall commence on July 1, 2009 and shall continue in full force, effect to, and including June 30, 2012 This Agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last, and CONTRACTOR may not commence work before COUNTY signs this Agreement.

5.2 The term of this Agreement shall remain in effect until terminated as provided below:

5.2.1 Termination. During the term of this Agreement, either party may terminate the Agreement by giving written notice of termination to the other party at least thirty (30) days before the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall

be reduced in proportion to the services provided before the date of termination.

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

5.2.3 Partial termination. If CONTRACTOR is partially funded by Non-Drug/Medi-Cal funds and CONTRACTOR is unwilling or unable to continue that portion of the contract, the contract shall remain in effect, provided however that the COUNTY may amend the contract, with the written consent of the CONTRACTOR, as necessary and appropriate. In like manner, if CONTRACTOR is partially funded based on Drug/Medi-Cal certification and CONTRACTOR is expelled or suspended from Drug/Medi-Cal certification, the contract shall remain in effect, provided however that the COUNTY may amend the contract, with the written consent of the CONTRACTOR, as necessary and appropriate.

5.2.4 If CONTRACTOR loses State certification or license of their program.

5.3 Obligations upon termination. Upon termination of this Agreement, COUNTY will no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that, after termination, the following obligations shall remain in effect:

5.3.1 CONTRACTOR shall, pursuant to this Agreement, continue treatment of clients then receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

5.3.2 COUNTY shall arrange for such transfer of treatment no later than sixty (60) days after Agreement termination if the clients' treatment is not by then completed;

5.3.3 COUNTY, any payer, and CONTRACTOR will continue to remain obligated under this contract with regard to charges and payments for covered services rendered prior to termination or required to be rendered after termination as provided above, until such obligations are discharged by full performance or until such performance is otherwise excused;

5.3.4 CONTRACTOR will continue to remain obligated with respect to confidentiality and transfer of patient records; and

5.3.5 CONTRACTOR will remain subject to any audit otherwise authorized or required by this Agreement or by any State or Federal statute or regulations affecting this Agreement.

6. TERMINATIONS OR REDUCTION OF GOVERNMENT FUNDING

6.1 This Agreement is made with the understanding that the State or Federal Governments are providing and will continue to provide funds to COUNTY so that COUNTY can make the payments to CONTRACTOR under this contract. The funds identified for the fiscal years are subject to

increase or decrease dependent upon the availability of the appropriations by the State Legislature and the Federal Government. Increases or decreases in the amount COUNTY allocates to the CONTRACTOR as identified in Exhibit B will require a written amendment to this contract in accordance with Section 20.

6.2 Notwithstanding any other provision of this Agreement, if the State or Federal Government terminates or reduces its funding to the COUNTY for the client services that are to be provided under this Agreement, then COUNTY may, after consultation with the CONTRACTOR, elect to terminate this contract by giving written notice of such election to CONTRACTOR, effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, it is mutually agreed that the contract may be amended to reflect any reduction in funding in Exhibit B, in accordance with Section 20.

7. INDEPENDENT CONTRACTOR STATUS

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

8. INDEMNIFICATIONS AND INSURANCE

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

8.2 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability

8.2.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contactors, Products and

Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than one million dollars (\$1,000,000) per occurrence.

8.2.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and property Damage of not less than one million dollars (\$1,000,000) per occurrence.

8.2.3 Workers Compensation Insurance. If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than one million dollars (\$1,000,000) each person, one million dollars (\$1,000,000) each accident and one million dollars (\$1,000,000) each disease.

8.2.4 Professional Liability Insurance. If required for the professional service being provided, in the amount of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

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

8.3.2 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.

8.3.3 Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY's contract administrator and the COUNTY's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of

insurance within 5 days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

8.3.4 CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY's Contract Administrator and COUNTY's Contracts/Purchasing Division. If the certificate is not received by the expiration date, COUNTY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

9. NONDISCRIMINATION

9.1 During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex, or sexual preference, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. Qualified applicants shall have an equal opportunity for employment. CONTRACTOR shall insure that actions such as but not limited to employment, upgrading, demotion, or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, career development opportunities, and selection for training, including apprenticeship shall be free of discrimination. The evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services shall be free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination.

9.2 The term "discrimination", as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual preference, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

9.3 The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this contract, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free of discrimination, as required by Chapter 2.80. Complaints of discrimination made by CONTRACTOR against the COUNTY or by recipients of services against CONTRACTOR may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against

CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

9.4 Written Assurances. CONTRACTOR shall have written assurances of compliance with the Civil Rights Act of 1964 and/or the Rehabilitation Act of 1973 as may be required by the Federal government in connection with this contract, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5 or other applicable State or Federal regulation. CONTRACTOR shall have a written assurance that their treatment programs are accessible to people with disabilities. In addition, CONTRACTOR shall post in conspicuous place notices available to all employee and clients for employment setting forth the provisions of the Equal Opportunity Act.

9.5 Written Nondiscrimination Policy. CONTRACTOR shall maintain a written statement of its nondiscrimination policies that shall be consistent with the terms of this Agreement. Such statement shall be posted and also be available to employees, recipients of services, and members of the public, upon request. In addition, the clients' rights statement provided by CONTRACTOR shall inform recipients of services of CONTRACTOR'S nondiscrimination policies, including the right to file a complaint alleging discrimination or a violation of civil rights, and the right to be free from sexual harassment and prohibited sexual contact.

9.6 Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under paragraphs 9.1 through 9.3 to labor organizations with which it has a collective bargaining or other agreement.

9.7 Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any State agency providing funds for this Agreement upon reasonable notice at any time during normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

9.8 Binding on Subcontractors. The provisions of paragraphs 9.1 through 9.7 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the nondiscrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

10. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

10.1 The parties shall comply with all applicable Federal, State and local laws and regulations in performing the work and providing the services specified in this Agreement.

10.2 CONTRACTOR shall comply with all the necessary COUNTY and State licensing requirements and shall obtain appropriate licenses for mode of service and display the same in a public location that is reasonably conspicuous. CONTRACTOR shall maintain applicable certification by the State Department of Alcohol and Drug Programs for mode of service and comply with appropriate COUNTY or State service standards.

10.3 Non-Drug/Medi-Cal Services: For services not funded by Drug/Medi-Cal, CONTRACTOR shall comply with and establish written accounting procedures consistent with the following

requirements and shall be held accountable for audit exceptions taken by the State against the COUNTY or the CONTRACTOR for failure to comply with the following requirements:

- Health and Safety Code, Division 10.5;
- Title 9, California Code of Regulations (CCR), Division 4; and specifically the pertaining to the Substance Abuse and Crime Prevention Act (Proposition 36): Sections 9530(f)(k)(2), 9532(b)(1), 9535(e), 9545(a)(b)(d)(e)(g) and (h);
- Government Code, Article 1.7, Federal Block Grants, Chapter 2, Part 2, Division 4, Title 2, commencing at Section 16366.1;
- Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- Title 42, United State Code (USC); Section 300x-5; Reports and Audits for Block Grants;
- Block Grant [Public Law 102-321 (Title 42, USC, commencing at Section 1010)];
- Block Grant [Public Law 103-227 (pro-Children Act of 1994)];
- Block Grant [Public Law 107-116];
- Single Audit Act of 1984 (Public Law 98-502) and the Signal Audit Act Amendments of 1996 (Public Law 104-156) and corresponding OMB Circular A-133 (Revised June 30, 1997); and
- Title 45 Code of Federal Regulations (CFR), Part 84, Section 84.7 and Part 96 Subparts B, C, and L, Substance Abuse Prevention and Treatment Block Grant.
- Title 21 CFR, Part 291 (Food and Drug Administration Requirements for Narcotic Treatment Programs)
- Title 21 CFR, Part 1300 (Drug Administration Requirements for Food and Drugs)
- State Administrative Manual, Chapter 7200

10.4 Drug/Medi-Cal Services. For services funded by Drug/Medi-Cal, CONTRACTOR shall be licensed, registered, certified and approved as required by the appropriate agencies. In providing services under this Agreement, CONTRACTOR shall comply with all applicable laws, regulations, and administrative requirements adopted by federal, state, and local governments, including, but not limited to, the following:

- Health and Safety Code (HSC), Sections 11987.3 and 11987.5(b) and (c) and Sections 11758.40 through 11758.47
- Welfare and Institutions Code (W&IC), Chapter 7, Sections 14000, et seq., and 11987.5(b) and (c) and Sections 11758.40 through 11758.47
- 42 USC 1396(a)(30-33) and Title 42, Code of Federal Regulations, Sections 456.2 through 456.6 inclusive.
- Title 21 Code of Federal Regulations (CFR) Parts 291 and 1300, et seq. And CCR, Title 9, Sections 10,000, et seq.;
- Title 22, California Code of Regulations, Sections 51341.1, 51490.1 and 51516.1;
- Title 9, CCR, Division 4 and Chapter 5, Sections 10500, et seq.;
- Drug Medi-Cal Certifications Standards for Substance Abuse Clinics;
- Standards for Drug Treatment Programs; and
- In instances where inconsistencies occur, the provisions of Title 22, California Code of

Regulations shall apply.

10.5 Assistance may be sought from the State in the event of a dispute over the terms and conditions of the County's contract in accordance with the "Appeal Process" portion of the County's contract with the State.

11. PERSONNEL

11.1 CONTRACTOR shall furnish such qualified and appropriate personnel as prescribed by Title 9 of the California Code of Regulations, for the type(s) of service(s) CONTRACTOR shall perform.

11.2 CONTRACTOR's professional personnel shall have and maintain in good standing the appropriate State license for their given profession, and a copy of said current license shall be kept in the employee personnel file.

11.3 CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff, to enable them to perform effectively on the project and to increase their existing level of skills. Documentation of training shall be kept in personnel or volunteer files.

11.4 Sexual contact shall be prohibited between clients and the treatment program staff, including the board of directors. CONTRACTOR shall include the policy prohibition as part of an overall client's rights statement given the client at admission, and the service provider shall include a statement in each employee personnel file noting that the employee has read and understood the sexual contact prohibition. The policy shall remain in effect for two (2) years after a client is discharged from drug abuse treatment services.

11.5 CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., which states that all alcohol and/or drug program contractors of services receiving funds from and through the State Department of Alcohol and Drug Programs provide an alcohol/drug-free workplace by doing all of the following:

11.5.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

11.5.2 Establishing a drug-free awareness program to inform employees about all of the following:

11.5.2.1 The dangers of drug abuse in the workplace.

11.5.2.2 The person's or organization's policy of maintaining a drug-free workplace.

11.5.2.3 Any available drug counseling, rehabilitation, and employee assistance programs.

11.5.2.4 The penalties that may be imposed upon employees for drug abuse violations.

11.5.2.5 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the

statement.

11.6 CONTRACTOR shall not include any message on the responsible use, if the use is unlawful, of drugs or alcohol in the provision of services under this Agreement.

11.7 CONTRACTOR shall require that smoking not be permitted in any portion of any indoor facility used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18.

11.8 CONTRACTOR agrees that no part of any federal funds provided under this Agreement will be used by CONTRACTOR to pay the salary of an individual in excess of **\$171,900** per year.

11.9 The parties mutually agree that no individual who leaves COUNTY employment and is thereafter hired or retained by CONTRACTOR to perform services shall be permitted to perform any services of any nature or kind under this Agreement or any other Agreement in which the COUNTY's Behavioral Health Division and/or its various clients are involved without the specific prior written consent of the COUNTY's Behavioral Health Director. Such consent shall be a matter that is entirely within the discretion of the Behavioral Health Director to give or withhold. Non-compliance with this contractual provision shall be deemed good cause for termination of the parties' Agreement under the provisions of Section 5.2.2, hereinabove.

12. RECORDS AND REPORTS

12.1 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action, CONTRACTOR shall retain said records until such action is resolved.

12.2 Access to and Audit of Records. The COUNTY shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of ten thousand dollars (\$10,000), the parties to this Agreement may be subject, at the request of the COUNTY or as part of any audit of the COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

12.3 COUNTY Records. When this Agreement expires or terminates CONTRACTOR shall return to COUNTY all COUNTY records, which CONTRACTOR utilized or received, from COUNTY to perform services under this Agreement.

12.4 CONTRACTOR shall notify the COUNTY upon reaching 90% of its capacity to admit individuals to the program.

12.5 The CONTRACTOR shall furnish all data and reports required to implement the Client Data System established by the COUNTY. The CONTRACTOR shall submit input reports in the format

and timeliness prescribed by the COUNTY Alcohol and Drug Reporting Guidelines

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

13. CONFIDENTIALITY

13.1 CONTRACTOR shall maintain the confidentiality of its records, including billings and computerized records, in accordance with all applicable state and federal laws and regulations regarding confidentiality of participant records and information including but not limited to:

- Title 42, Code of Federal Regulations, Part 2, Sections 2.1 through 2.67, inclusive;
- Welfare and Institutions Code Sections 14100.2; Health and Safety Code, Division 10.5, Section 11977; and
- Title 22, California Code of Regulations, Section 51009.

CONTRACTOR shall inform all its officers, employees, and agents providing services hereunder of said confidentiality provisions.

13.2 Confidential medical or personal records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records and from contact with its clients and complainants shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Health, shall have access to such confidential information and records to the extent allowed by law and such information and records to which COUNTY has access shall remain confidential and may be disclosed only as permitted by law.

14. PARTICIPANT FEES/REVENUE GENERATION

14.1 Non-Drug/Medi-Cal Services. CONTRACTOR shall develop and implement fee assessment and collection policies and procedures in compliance with Section 11991.5 of the California Health and Safety Code. Client fee systems must conform to the following criteria:

- 14.1.1 The fee system must be equitable;
- 14.1.2 The fee charged must not exceed actual cost of service to the client;
- 14.1.3. The fee system must consider the client's income and expenses; and
- 14.1.4 The DIRECTOR must approve the fee system.
- 14.1.5 Services shall not be denied because of a client's ability or inability to pay.

14.2 Drug/Medi-Cal. CONTRACTOR charges no fees to Drug/Medi-Cal beneficiaries for access to Drug/Medi-Cal services or for admission to a Drug/Medi-Cal treatment slot. Proof of eligibility shall be accepted as payment in full for Drug/Medi-Cal services, except where share of cost (co-payment) requirements are noted through eligibility verification.

15. AUDITS

15.1 CONTRACTOR shall provide two (2) copies of their audited financial statements within one hundred eighty (180) days after the end of the COUNTY fiscal year, or close of the Contract period if shorter, unless such requirement is waived by written notice by DIRECTOR. CONTRACTOR shall conduct and submit to the DIRECTOR a copy of a certified independent audit of all expenses pursuant to this Agreement in accordance with generally accepted accounting principles, and instructions provided by COUNTY.

15.2 Providers receiving more than \$500,000 in federal alcohol and drug funding are subject to the Office of Management and Budget (OMB) Circular A-133 entitled "Audits of Institutions of Higher Education and Other Nonprofit Institutions".

15.3 Any and all audit exceptions or disallowances by any COUNTY, state or federal agency resulting from an audit of the performance of this Agreement, or action by CONTRACTOR, its officers, agents and employees shall be the sole responsibility of the CONTRACTOR. CONTRACTOR agrees to develop and implement any corrective action plans in a manner acceptable to the COUNTY in order to comply with recommendations contained in the audit report. Such corrective action plans shall include time specific objectives to allow for measurement of progress.

15.4 If results of any audit indicate that the funds paid to CONTRACTOR under this Agreement exceeded the allowable amounts, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than sixty (60) days after the final audit settlement, or, at COUNTY'S election, COUNTY may recover the excess or any portion thereof by offsets made by COUNTY against any payments owed to CONTRACTOR under this or any other contract.

15.5 All expenditures of state and federal funds furnished by COUNTY are subject to audit by COUNTY. Such audits shall build upon audits already performed. Objectives of such audits may include, but not be limited to, the following:

15.5.1 To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;

15.5.2 To validate data reported by CONTRACTOR for prospective contract negotiations;

15.5.3 To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records and compliance with laws and regulations;

15.5.4 To determine the cost of services, net of related patient and participation fees, third party payments, and other related revenues and funds;

15.5.5 To determine that expenditures are made in accordance with applicable federal and state laws and regulations and contract requirements; and/or

15.5.6 To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve contract objectives.

15.6 CONTRACTOR agrees to maintain and retain all appropriate service and financial records for a period of at least (3) three years after the end of each fiscal year or until any audit findings are

resolved, whichever is later.

15.7 Subject to state and federal confidentiality requirements, CONTRACTOR agrees to furnish duly authorized representatives from state, federal or COUNTY government access to patient and/or client records necessary to review or audit contract services and to disclose all financial transactions that pertain to the subject services.

15.8 If this contract involves the expenditure of public funds in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for the State of California for a period of three (3) years after final payment under the contract, as required by Government Code Section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

16. ANNUAL COST REPORT

16.1 For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to the COUNTY one original and two copies of an annual cost report within sixty (60) days following the close of each fiscal year. Such cost report shall be prepared in accordance with generally accepted accounting principles and cost report forms and instructions provided by COUNTY.

16.2 If this Agreement is terminated or canceled prior to June 30th of any year, the annual cost report shall be for that Agreement period which ends on the termination or cancellation date, and two copies of such report shall be submitted to the COUNTY within sixty (60) days after such termination or cancellation date.

16.3 If, as a result of the Cost Report, any discrepancy is found between the total allowable net costs paid to the CONTRACTOR on its monthly claims and the total allowable net costs that should have been reported for the same period of time, the CONTRACTOR shall reimburse the amount of the overpayment in a single payment to the COUNTY within thirty (30) days after the COUNTY notifies the CONTRACTOR of the interim settlement with the State of California. As an alternative or supplemental remedy, the COUNTY may elect to recover all or part of the overpayment by means of an offset against any payments then or thereafter owing to the CONTRACTOR by the COUNTY under this or any other contract.

17. POLITICAL ACTIVITIES PROHIBITED

None of the funds provided directly under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office.

18. UNION ORGANIZING

18.1 CONTRACTOR will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

18.2 No state funds received under this contract will be used to assist, promote or deter union organizing.

18.3 CONTRACTOR will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public

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for holding meetings.

18.4 If CONTRACTOR incurs cost, or makes expenditures to assist, promote or deter union organizing, CONTRACTOR will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and CONTRACTOR shall provide those records to the Attorney General upon request.

19. DELEGATION AND ASSIGNMENT

CONTRACTOR may not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY, and any assignment without such consent shall automatically terminate this Agreement. Any delegation and/or assignments submitted to the COUNTY for review and approval shall be in the form of a subcontract.

20. NOTICES

Notices to the parties in connection with this Agreement may be given personally or by regular mail addressed as follows:

COUNTY OF MONTEREY	CONTRACTOR
Wayne W. Clark, Ph.D.	Anna Foglia
Behavioral Health Director	Executive Director
Department of Health, Behavioral Health Division	Sun Street Centers
1270 Natividad Road. Room 200	P.O. Box 4007, Salinas, CA
	93912
Salinas, CA 93906-3198	(831) 753-5156

21. AMENDMENT

21.1 No alteration, variation, or amendment to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

21.2 Both COUNTY and CONTRACTOR may agree to amend or re-negotiate the contract. A written contract amendment will be required to change allocated amounts for each fiscal year of the contract.

21.3 A contract amendment may be submitted at any time during the fiscal year by mutual written agreement of the parties. An amendment proposed by one party shall be forwarded in writing to the other party.

21.4 A response accepting or rejecting the amendment will be made by either party in writing within thirty (30) days of receiving a request for an amendment.

21.5 In the event of changes in the law that affect provisions of this Agreement, the parties agree to amend the affected contract provisions to conform to the changes in the law retroactive to the effective date of such changes in the law. The parties further agree that the terms of this Agreement are severable and in the event of changes in the law as described above, the unaffected provisions and obligations of the Agreement will remain in full force and effect.

22. PURCHASE OF AMERICAN MADE EQUIPMENT AND PRODUCTS

To the greatest extent possible, all equipment and products purchased with the funds made available through this contract should be American made.

23. USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule 1 of Section 203 of the controlled substance Act (21 USC 812).

24. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

No funds made available through this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

25. HEALTH INSURANCE AND PORTABILITY AND ACCOUNTABILITY ACT

If any of the work performed under this Agreement is subject to the Health Insurance Portability Act of 1996, Public Law 104-191 (HIPPA), then CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPPA. CONTRACTOR and COUNTY will cooperate to determine what if an, may be impacted by HIPPA and amend this agreement if needed to assure compliance with HIPPA.

26. AGREEMENT PREPARATION

This Agreement has been arrived at through negotiation and neither party is to be deemed the party that prepared this Agreement within the meaning of Civil Code Section 1654.

27. MISCELLANEOUS PROVISIONS

27.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and shall not acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

27.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the COUNTY and the CONTRACTOR.

27.3 Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.

27.4 CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

27.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

27.6 Assignment and Subcontracting. CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the COUNTY.

None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

27.7 Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns and heirs.

27.8 Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

27.9 Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

27.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

27.11 Non-exclusive agreement. This Agreement is non-exclusive and both COUNTY and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

27.12 Construction of Agreement. The COUNTY and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

27.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

27.14 Authority. An individual executing this Agreement on behalf of the COUNTY or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the party to the terms and conditions of this Agreement.

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

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

28. CONCLUSION

This Agreement together with all exhibits attached hereto and incorporated by reference, shall represent the entire and integrated Agreement between the COUNTY and CONTRACTOR

and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties with respect to the subject matter of this Agreement as of the effective date hereof.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Mike Derr, Purchasing Manager

Date: _____

By: _____
Len Foster, Director of Health

Date: 7/23/09

Approved as to Form

By: _____
Stacy L. Saetta, Assistant County Counsel²

Date: 6/26/09 Deputy

Approved as to Fiscal Provisions

By: _____
Gary Giboney, Auditor/Controller

Date: RISK MANAGEMENT 7-1-09

Approved as to ~~Fiscal Provisions~~ APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: _____
Steve Mauck, Risk Management

Date: 6-29-09

Approved as to Content

By: _____
Wayne Clark, Behavioral Health Director

Date: 10/25/2009

Sun Street Centers

Contractor*

By: _____
Anna Foglia, Executive Director

Date: 6-24-09

By: _____
Jim Barnes, CFO*

Date: 6/29/09

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

SUN STREET CENTERS, INC.
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES

PROGRAM 1: RESIDENTIAL RECOVERY HOME SERVICES

Program Location

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

Hours of Operation

Services are provided on a 24-hour 7-day a week basis. The Guestroom is located at 8 Sun Street and is accessible through the Center office.

Program Description

CONTRACTOR is a "social model" Recovery Home for men. Residential service currently comprises four (4) "Guestroom" 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-four (54) beds by the California Department of Alcohol and Drug Programs. Participation in the program is limited by current license to men, 18 years and older.

In general, the following services are provided:

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

Assessment and Referral

Individuals requesting admission to the Residential Recovery Home Services program may have an assessment completed by the Behavioral Health Division assessment staff or program may complete an intake assessment for self-referred clients. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Division for funded services only.

For individuals who have a stated desire to recover from alcohol or drug problems, but do not meet the eligibility criteria for acceptance or continued participation in the primary residential recovery program, CONTRACTOR provides "extended" assessment and/or referral services in its recovery home setting. Individuals provided this service are considered "guests" and include, under certain conditions, some which may be intoxicated or abstinent from alcohol or mood-altering drugs for less than seventy-two (72) hours.

Service Objectives

1. A minimum of **8,304** residential beds days will be provided. A Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

2. At the time of departure from primary recovery, 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 guestroom, 60% of the residents will be referred to on-going recovery 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.

Criteria for Primary Recovery Service Delivery

1. Program participation is voluntary.
2. 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 conducive to on-going recovery; and
 - c. Be free from communicable diseases, which require reporting by Title 17, California Administrative Code, Section 2500.
3. Persons are eligible for admission only twice in any twelve-month period and are subject to CONTRACTOR's "Readmission Policies."
4. To be admitted persons must be free of alcohol and mood-altering drugs for seventy-two (72) hours prior to admission to the program, 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 professional care.
6. An applicant may be admitted to the Guestroom when further assessment is needed; the applicant is not able to make an immediate decision about future plans or is intoxicated.
7. For all participants, access to the primary recovery service can only be made by a referral from the Behavioral Health Division for Behavioral Health funded services only.

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 Services Director. Services will not be denied because of an individual's inability to pay.

PROGRAM 2: RESIDENTIAL RECOVERY HOME SERVICES – PROPOSITION 36

Program Location

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

Service Delivery Site and Hours of Operation

Services are provided on a 24-hour 7-day a week basis. The Guestroom is located at 8 Sun Street and is accessible through the Center office.

Program Description

CONTRACTOR is a "social model" Recovery Home for men. Residential service currently comprises two (2) "Guestroom" beds and fourteen (14) beds in the Primary Recovery Program for a total of sixteen (16) beds for residents in the primary stage of recovery. The Center is licensed and certified for fifty-four (54) beds by the California Department of Alcohol and Drug Programs. Participation in the program is limited by current license to men, 18 years and older.

In general, the following services are provided:

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

Assessment and Referral

Individuals requesting admission to the Residential Recovery Home Services-Proposition Prop 36 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 Proposition 36 Behavioral Health Division Assessment Staff who will provide an Initial Authorization Form (See Exhibit I).

For individuals who have a stated desire to recover from alcohol or drug problems, but do not or may not meet the eligibility criteria for acceptance or continued participation in the primary residential recovery program, CONTRACTOR provides "extended" assessment and/or referral services in its recovery home setting. Persons who will be provided this service are considered "guests" and include, under certain conditions, some, which may be intoxicated or abstinent from alcohol or mood-altering drugs for less than seventy-two (72) hours.

With rare exception, persons who are in an "extended" assessment and/or referral period will be housed in the Guestroom. Residents and alumni provide "on-site" support with general supervision by CONTRACTOR. This involvement of residents and alumni in the Guestroom is for their recovery. This approach of "learning by sharing" is considered an integral part of the overall residential recovery service.

Service Objectives

1. A minimum of 4,100 residential beds days will be provided. A Residential Day is defined as a calendar day, which is marked as the client having control of the bed during an overnight period
1. At the time of departure from primary recovery, 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.
2. At the time of departure from the guestroom, 60% of the residents will be referred to on-going recovery services.
3. A total of approximately 54 clients will be served each fiscal year for a period of up to 91 days per client.

Target Population

The program serves men referred by the Court and approved by the Behavioral Health Division Assessment Team under the Proposition 36 standards. The Center is designed for men, 18 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.

Criteria for Primary Recovery Service Delivery

1. Program participation is based on the Monterey County Proposition 36 Standards.
2. 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 conducive to on-going recovery; and
 - c. Be free from communicable diseases, which require reporting by Title 17, California Administrative Code, and Section 2500.
3. Persons are eligible for admission only twice in any twelve-month period and are subject to CONTRACTOR's "Readmission Policies."
4. To be admitted an individual must be free of alcohol and mood-altering drugs for seventy-two (72) hours prior to admission to the program, 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 professional care.
6. An applicant may be admitted to the Guestroom when further assessment is needed, or the applicant is not able to make an immediate decision about future plans or is intoxicated.
7. For all participants, access to the primary recovery services can only be made by a referral from a Proposition 36 Behavioral Health Division assessment staff.

Fees (Non-Drug/Medi-Cal Services)

Proposition 36 fees collected will be used to offset COUNTY dollars paid to the CONTRACTOR.

Drug treatment programs in which clients are placed shall assess fees toward the cost of treatment based on their determination of a client's ability to pay in accordance with Section 11991.5 of the Health and Safety Code. Such fees shall be deducted from the drug treatment program's cost of providing services in accordance with Health and Safety Code Section 11987.9. COUNTY shall pay the drug treatment program the remaining cost of providing services in accordance with either the actual cost of the service or the negotiated rate method, as specified in Section 11987.5 of the Health and Safety Code. The program will develop and maintain a fee system approved by the County Behavioral Health Director. Services will not be denied because of an individual's inability to pay.

PROGRAM 3: RESIDENTIAL GUEST ROOM AND TREATMENT SERVICES FOR THE HOMELESS WITH DUAL DIAGNOSIS

Program Location

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

Hours of Operation

Services are provided on a 24-hour 7-day a week basis. The Guestroom is accessible through the Sun Street Center's office.

Program Description

CONTRACTOR is a "social model" Recovery Home for men. Residential service currently comprises forty six (46) beds for residents in the primary stage of recovery. CONTRACTOR is licensed and certified for fifty-four (54) beds by the California Department of Alcohol and Drug Programs. Participation in the program is limited by current license to men, 18 years and older are:

1. Residential Recovery Home Homeless Dual Diagnosis
CONTRACTOR will provide three (3) diagnosis stabilization beds, which will provide substance abuse detoxification and supportive mental health services, with active consultation and support from the COUNTY's Integrated Treatment Project Team, including a project psychiatrist, benefits counselor and psychiatric social. General services include:
 - a. Access to bed and personal area in a dorm setting;

- b. Resident government based planned interaction and problem-solving;
- c. Consultation on recovery planning and ancillary needs;
- d. Scheduled meetings, meals, and transportation;
- e. Support to new residents providing opportunities to bolster recovery; and
- f. Aid to the client, and, community by teaching new values for communal living.

2. Homeless Dual Diagnosis Case Management Counselors

One (1) full time out reach counselor to serve portions of Salinas and the Monterey Peninsula under the direct supervision of COUNTY in cooperation with CONTRACTOR and part-time (.5) outreach counselor to service portions of Salinas and South Monterey County under the supervision of CONTRACTOR. Duties include the following:

- a. Outreach to potential residents and follow-up to former residents;
- b. Coordinate with COUNTY's Integrated Treatment Project Team to connect clients with mental health, and alcohol and other drug services;
- c. Develop and circulate information sheets describing Homeless Grant services for South County service providers and other public organizations;
- d. Provide clients with referrals and information regarding local 12-Step meetings and process needed to follow to connect with a sponsor;
- e. Develop materials for resources and referrals particular to the needs of clients
- f. Establish partnerships in assigned cities to develop strategies to benefit the target population;
- g. Provide alcohol and other drug education;
- h. Provide transportation for potential clients to the Sun Street Center Guestroom;
- i. Provide ongoing case management; and
- j. Provide reports to COUNTY, as requested by COUNTY's Integrated Treatment Project Team.

As clients become sufficiently stable to enter other residential programs, COUNTY staff will identify referrals and assist clients with placement. If the preferred services are not available, COUNTY staff will work closely with CONTRACTOR to continue providing needed mental health and substance abuse services.

Assessment and Referral

Individuals requesting admission to the Residential Guestroom and Treatment Services for the Homeless with Dual Diagnosis program may have an assessment completed by the Behavioral Health Division assessment staff or program may complete an intake assessment for self-referred clients. For those persons who have a stated desire to recover from alcohol or drug problems, but who do not meet the eligibility criteria for acceptance or continued participation in the primary residential recovery program, CONTRACTOR will provide "extended" assessment and/or referral services in its recovery home setting. Persons who will be provided this service are considered "guests" and include, under certain conditions, some, which may be intoxicated or abstinent from alcohol or mood-altering drugs for less than

seventy-two (72) hours.

Service Objectives

This program emphasizes service provisions to clients with serious and severe substance abuse disorders with the goal that, at the time of departure from primary treatment and recovery, 50% of the residents will be abstinent and involved in an on-going program of treatment and recovery. The following services will be utilized to fulfill the service objectives:

1. A minimum of **290** Guestroom residential beds days will be provided. A residential Guestroom is defined as a calendar day, which is marked as the client having control of the bed during an overnight period.
2. A full time substance abuse specialist will be available to provide full time ongoing substance abuse counseling services and case management as well as work with the SAMHSA homeless team.

Target Population

Chronically homeless men and their families residing in Monterey County who have co-occurring mental illness and substance abuse disorders, such as post-traumatic stress disorder (PTSD), severe depression, anxiety disorders, and other debilitating mental illness that do not, as yet, meet medical necessity criteria.

Chronically homeless is defined as a single individual, or family, who either has been continuously homeless for one (1) year or has had at least four (4) episodes of homelessness over the last three (3) years.

Criteria for Guestroom Bed Service Delivery

1. For all participants, access to the Guestroom bed program service must have advance authorization by the Behavioral Health Division or in cases of self referral, the client must have scored a 7 or above on the Severity Index.
2. Program participation is voluntary.
3. To participate in the Guestroom bed program service, clients must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life.
4. Clients are eligible for admission only twice in any twelve-month period and are subject to CONTRACTOR's "Readmission Policies."
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 professional care.
6. An applicant may be admitted to the Guestroom when further assessment is needed or the applicant is not able to make an immediate decision about future plans, or is intoxicated.

PROGRAM 4: PREVENTION

Program Locations

Gente del Sol
5 Williams Road
Salinas, CA 93905
(831) 753-5150

SeaRina Center
1760 Fremont Blvd
Seaside, CA 93955
(831) 899-6577

South County Recovery Center
200 Broadway Suite 80
King City, CA 93930
(831) 385-0991

Program Description

A non-residential Community Recovery and Resource Center (CRRC) is a 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 the three Community Recovery and Resource Centers.

Gente del Sol Community and Recovery Center offers; the Parents Creating Solutions/Padres Creando Soluciones training and education series, Safe Teens Empowerment Project, Drop-In peer to peer prevention assessment, community support groups, resources and advocacy for community members, alcohol and drug prevention training, Alcohol Availability Task Force meetings, community group meeting room, Preventing Alcohol Related Trauma in Salinas Prevention Coalition, Family Empowerment Program, Responsible Beverage Service Trainings and Special Events Trainings. All services are in English and Spanish.

SeaRina Community and Recovery Center offers; Drop-In peer to peer prevention assessment, community support groups, Seaside Prevention Coalition, community meeting rooms, community support groups, 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 Recovery Center offers; Drop-in peer to peer prevention assessment, community support groups, King City 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

Prevention will address the six areas of prevention outlined in federal regulations:

1. Information Dissemination;
2. Education;
3. Alternative Activities;
4. Problem Identification and Referral;
5. Community Based Process; and
6. Environmental Strategies.

A variety of support groups held at the three CRRC's include; Alcoholic Anonymous, Cocaine Anonymous, Sex and Love Addicts Anonymous, Women in Recovery and Alanon. Services are offered during and after work hours. All services are in English and Spanish. Measurable goals for each strategy in the areas served (South County, Salinas, and the Peninsula) are contained in the Strategic Plan for FY 2007-2012 provided by the Behavioral Health Division. A minimum of **6,828** staff hours of prevention will be provided.

Sun Street will provide data, including progress on prevention goals and objectives to the County as requested and/or required to meet ADP/CalOMS data reporting requirements.

Prevention Services FY2009-10:

Due to a Request for Proposal (RFP) that will take place for Prevention Services, In FY 2009-10, Prevention Services will be paid for a period of 6 months (July 1, 2009-December 31, 2009). After this time, funding will be reviewed and reassessed based upon the outcome of the RFP.

PROGRAM 5: PUEBLO DEL MAR

Program Location

3043 MacArthur
Marina, CA 93933
(831) 753-6009

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), an MOU among HAMC, the Monterey County Health Department (MCHD), and the Monterey County Department of Social Services (DSS), and in the contract for services pursuant to this grant between HAMC and the MCHD. 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 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 minimum of ninety (90) days of abstinence from alcohol or drugs. A screening committee and HAMC must approve families.

Description of Services

Staff serves, encourages, advocates, supports and coordinates as opposed to commands and controls. The purpose is to move the population 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:
 - 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 sources of 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. Meetings of mutual 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. Child-care and parent training available through Children Services International;
 - e. Sheltered employment training available with DSS One-Stop;
 - f. Transportation available through the Monterey-Salinas Transit Co;
 - g. Recreational activities for youth;
 - h. 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. Linkages 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 forty (40) families. The estimated minimum annual number of Family Recovery Support Days is **14,603** (365 days times 40 families).

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.

PROGRAM 6: OUTPATIENT RECOVERY SERVICES PROGRAM

Program Locations

517 South Main Street	3043 MacArthur
Salinas, CA 93901	Marina, CA 93933
(831) 753-6001	(831) 753-6001

Service Delivery and Hours of Operation

The program will operate from 8:00 A. M. to 7:00 P. M. Monday through Friday. Recovery Support services are scheduled in 2 to 3 hour modules in the morning and the evening.

Program Description

CONTRACTOR will operate and maintain an outpatient drug-free program offering both State-certified Drug/Medi-Cal and Non Drug/Medi-Cal services in accordance with applicable State and Federal laws. This program will provide recovery support for perinatal and parenting women and parenting men. 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

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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 centering on parenting-skills, child growth and development, home management, nutrition, bonding, and effective discipline.

Assessment and Referral

Individuals requesting admission to the Outpatient Program Recovery 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 I).

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

Access to the program will be for eligible women and men referred by the Behavioral Health Division assessment staff. In general these will be women and men who are also 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.

Service Objectives: The Program will provide:

1. An estimated: **107** parenting individual face-to-face outpatient visits will be provided to continuously enrolled Non-Drug/Medi-Cal eligible clients from the Drug Court.
2. An estimated: **944** parenting group face-to-face outpatient visits will be provided to continuously enrolled Non-Drug/Medi-Cal eligible clients from the Drug Court.
3. An estimated: **451** parenting individual face-to-face outpatient visits will be provided to continuously enrolled Non-Drug/Medi-Cal eligible clients that are indigent.
4. An estimated: **3,493** parenting group face-to-face outpatient visits will be provided to continuously enrolled Non-Drug/Medi-Cal eligible clients that are indigent.
5. An estimated: **239** DSES parenting individual face-to-face outpatient visits will be provided to continuously enrolled Non-Drug/Medi-Cal eligible clients.
6. An estimated: **910** DSES parenting group face-to-face outpatient visits will be provided to continuously enrolled Non-Drug/Medi-Cal eligible clients.

7. An estimated: **100** parenting individual face-to-face outpatient visits will be provided to continuously enrolled Drug/Medi-Cal eligible clients.
8. An estimated: **569** parenting group face-to-face outpatient visits will be provided to continuously enrolled Drug/Medi-Cal eligible clients.

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 Services Director. Services will not be denied because of an individual's inability to pay.

PROGRAM 7: HIGH INTENSITY OUTPATIENT PROPOSITION 36

Program Location

Recovery Services
517 South Main Street
Salinas, CA 93901
(831) 753-6001

Program Description

In FY 2008-09, CONTRACTOR will provide non-residential recovery education and support services for approximately 55 men and women referred to the Proposition 36 program in Salinas. These services are designed for individuals who do not require the close support of a residential setting. 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. Educational and vocational issues will be addressed in recovery planning sessions to include eliminating alcohol/drug use; eliminating further criminal justice system involvement; obtain stable employment and/or increase vocational/educational knowledge and skills; obtain stable housing; maintain a clean and sober social support network; address health and mental health needs; address family issues when appropriate; address any outstanding legal issues.

Drug Testing

Drug Testing will be randomly conducted on participants as required by the Proposition 36 Standards. Clients will submit to a minimum of two (2) drug tests during the duration of the program.

Assessment and Referral

Individuals requesting admission to the High Intensity Outpatient Prop 36 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 Proposition 36 Behavioral Health Division Assessment Staff who will provide an Initial Authorization Form (See Exhibit I).

Fees (Non-Drug/Medi-Cal Services)

Proposition 36 fees collected will be used to offset COUNTY dollars paid to the

CONTRACTOR.

Drug treatment programs in which clients are placed shall assess fees toward the cost of treatment based on their determination of a client's ability to pay in accordance with Section 11991.5 of the Health and Safety Code. Such fees shall be deducted from the drug treatment program's cost of providing services in accordance with Health and Safety Code Section 11987.9. The County shall pay the drug treatment program the remaining cost of providing services from the County trust fund, in accordance with either the actual cost of the service or the negotiated rate method, as specified in Section 11987.5 of the Health and Safety Code. The program will develop and maintain a fee system approved by the County of Monterey Health Department Behavioral Health Director. Services will not be denied due to an individual's inability to pay.

Service Objectives

1. Provide an estimated 276 Individual face-to-face sessions.
2. Provide an estimated 1,329 group sessions.
3. Provide an estimated 401 drug tests

PROGRAM 8: RESEARCH AND MARKETING

With the prior approval of the Monterey County Behavioral Health Director, CONTRACTOR agrees to:

1. Facilitate Programs that will include the topics of cultural competence, clinical supervision, assessment of substance abuse issues, or any other programs recommended by the Monterey County Behavioral Health Director.
2. Education Committee:
 - a. Facilitate Board of Behavioral Sciences Examiners approved continuing education programs for Behavioral Health professional staff and contractors.
 - b. Facilitate alcohol and drug counselor training to meet the TAP 21 addiction counseling competencies.
 - c. Facilitate alcohol and drug services education, technical assistance and/or consultation.

Proposition 36 Programs:

Extension of Services

Contractor may request from the designated BH Contract Monitor an extension of services of up to 30 days for any enrolled Perinatal Residential or Perinatal Residential Prop 36 client 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 K).

Proposition 36 and Drug Court Programs:

Weekly Progress Report

To effectively track and coordinate client referrals and services, Contractor will submit a *weekly* progress report for each Proposition 36 and Drug Treatment Court client that is scheduled to attend court for that particular week to the Proposition 36 and Drug Treatment Court Behavioral Health Staff (Refer to Exhibit J).

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS YOUTH TREATMENT GUIDELINES

Contractors 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 Alcohol and Drug Program Website: <http://www.adp.ca.gov/RC/PDF/8566.pdf>

PERINATAL, CAL OMS DATA AND CAL OMS 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.

The Perinatal Services Network Guidelines may be found on the California Alcohol and Drug Program Website: http://www.adp.ca.gov/perinatal/pdf/guidelines_04.pdf

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.

DESIGNATED CONTRACT MONITOR

Robert Jackson, Senior Psychiatric Social Worker
1441 Constitution Blvd.
Salinas, CA 93906
(831) 755-6367

EXHIBIT B 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. The rate for Non-Drug/Medi-Cal client services that are not co-located with Drug/Medi-Cal client services shall be a negotiated rate based upon the estimated revenue and units of service. The rate for Non-Drug/Medi-Cal client services that are co-located with Drug/Medi-Cal client services shall be an interim rate based upon the Drug/Medi-Cal Statewide Maximum Allowance (SMA) adjusted for County administrative cost except that Program 3 Residential Recovery Home Homeless Dual Diagnosis shall be a negotiated rate based on the Homeless Grant. At the end of each fiscal-year COUNTY may make adjustment to the negotiated rate 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 Programs 1, 4 and 5, CONTRACTOR shall bill COUNTY one-twelfth of the annual amount, monthly, in advance, on the Monthly Service Level Report and Exhibit C. COUNTY shall review actual bed day utilization rate for fixed rate reimbursement programs on a quarterly basis and adjust reimbursement to the CONTRACTOR accordingly. At the end of each fiscal year, COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 16 of this Agreement.
 - b. For Program 2, Prop 36 funded residential program, CONTRACTOR shall bill COUNTY one-twelfth of the annual amount, monthly, in advance, and client fees must be subtracted from the monthly advance payment and reported on the Monthly Services Level and Invoice Report, Exhibit C. COUNTY shall review actual bed day utilization rate for fixed rate reimbursement programs on a quarterly basis and adjust reimbursement to the CONTRACTOR accordingly. Subsequent advance payment will be adjusted to offset the fees collected.
 - c. For Program 3 Residential Recovery Home Homeless Dual Diagnosis, CONTRACTOR shall bill COUNTY one-twelfth of the annual amount, monthly, in advance, on the Monthly Service Level Report and Exhibit C. COUNTY shall review actual bed day utilization rate for fixed rate reimbursement programs on a quarterly basis and adjust reimbursement to the CONTRACTOR accordingly. At the end of each fiscal year, COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 16 of this Agreement.

- d. For Program 3 - Homeless Dual Diagnosis Case Management Counselor, CONTRACTOR shall bill COUNTY monthly, in arrears, based on the actual cost incurred for the counselor that month.
- e. For Proposition 36 funded outpatient programs within Programs 6 and 7, client fees must be subtracted from the monthly Total of Units times Rate, and reported on the Monthly Services Level and Exhibit C. Subsequent payments will be adjusted to offset the fees collected.
- f. For Program 8, CONTRACTOR shall submit a claim to COUNTY for all actual expenses incurred on the Monthly Service Level Report and Exhibit C. Reimbursed will be made in arrears based on actual costs. The CONTRACTOR is responsible for maintaining a file of original documentation that supports the claim.
- g. CONTRACTOR shall develop a fee schedule in accordance with Section 14. Billings shall be presented to COUNTY promptly after the close of each calendar month, as required in the County Alcohol and Drug Reporting Guidelines.

3. COUNTY shall pay CONTRACTOR the following negotiated rates for the following programs:

Program 4: Prevention Services: *Due to a Request for Proposal (RFP) that will take place for Prevention Services, In FY 2009-10, Prevention Services will be paid for a period of 6 months (July 1, 2009-December 31, 2009) at an amount not to exceed \$215,920. After this 6 month period, funding will be reviewed and reassessed based upon the outcome of the RFP.*

Program Number and Title	FY 2009-12 Contracted Units of Service (Per Yr.)	FY2009-12 Rate (Per Yr.)	FY 2009-10 Program Total*	FY 2010-11 Program Total*	FY 2011-12 Program Total*
1 Residential Recovery Home	8,304	\$ 58.50	\$ 485,785	\$ 485,785	\$ 485,785
2 Residential Recovery Home Proposition 36	4,100	\$ 58.50	\$ 239,889	\$ 239,889	\$ 239,889
3 Res Recovery Home Homeless Dual Diagnosis	290	\$ 58.50	\$ 17,002	\$ 17,002	\$ 17,002
3 Homeless Dual Diagnosis Case Management Counselors		N/A	\$ 50,452	\$ 50,452	\$ 50,452
4 Prevention (Community Recovery Centers)	6,828	N/A	\$ 215,920	\$ 215,920	\$ 215,920
5 Pueblo Del Mar	14,603	\$ 19.43	\$ 283,742	\$ 283,742	\$ 283,742
6 Drug Court Parenting Outpatient Individual Counseling	107	\$ 63.74	\$ 6,820	\$ 6,820	\$ 6,820
6 Drug Court Parenting Outpatient Group Counseling	947	\$ 26.73	\$ 25,313	\$ 25,313	\$ 25,313
6 Indigent Parenting Outpatient Individual Counseling	451	\$ 63.74	\$ 28,747	\$ 28,747	\$ 28,747
6 Indigent Parenting Outpatient Group Counseling	3,493	\$ 26.73	\$ 93,368	\$ 93,368	\$ 93,368
6 DSES Outpatient Individual Counseling	239	\$ 63.74	\$ 15,234	\$ 15,234	\$ 15,234
6 DSES Outpatient Group Counseling	910	\$ 26.73	\$ 24,324	\$ 24,324	\$ 24,324
7 Prop 36 Parenting Outpatient Individual Counseling	276	\$ 63.74	\$ 17,593	\$ 17,593	\$ 17,593
7 Prop 36 Parenting Outpatient Group Counseling	1,329	\$ 24.07	\$ 31,990	\$ 31,990	\$ 31,990
7 Proposition 36 Drug Testing	401	\$ 35.00	\$ 14,035	\$ 14,035	\$ 14,035
8 Research and Advertisement			\$ 6,679	\$ 6,679	\$ 6,679
			Sub-Total	\$ 1,556,893	\$ 1,556,893

4. 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.

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. The rate for Drug/Medi-Cal client services shall be an interim rate based upon the estimated cost and units of service. 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:
2. CONTRACTOR shall bill COUNTY monthly, in arrears, on the Monthly Service Level Report and Invoice, Exhibit C. CONTRACTOR must subtract client co-payments from the monthly payment reported on the Monthly Services Level and Invoice Report, Exhibit C. Billings shall be presented to COUNTY promptly after the close of each calendar month.
3. COUNTY shall pay the CONTRACTOR the rate times the number of units of perinatal and parenting services actually provided. The individual and group rates shall be equal to the Medi-Cal Rates published annually by the State Department of Alcohol and Drug Programs as shown below:

Program	FY 2009-12 Units* (Per Yr)	FY 2009-12 Rate (Per Yr.)	FY 2009-10 Totals*	FY 2010-11 Totals*	FY 2011-12 Totals*
6 Outpatient Parenting Individual Counseling	100	\$ 63.74	\$ 6,374	\$ 6,374	\$ 6,374
6 Outpatient Parenting Group Counseling	569	\$ 26.73	\$ 15,209	\$ 15,209	\$ 15,209
		Sub-Total	\$ 21,583	\$ 21,583	\$ 21,583
* Displayed amounts are rounded					

4. The DIRECTOR 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 Federal, State or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.
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 **\$4,735,428** for services rendered under this Agreement.

SUN STREET CENTERS: AOD Agreement FYs 2009-12

SUN STREET CENTERS: AOD Agreement FYs 2009-12	
FY 2009-10 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$ 1,578,476
FY 2010-11 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$ 1,578,476
FY 2011-12 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$ 1,578,476
TOTAL AGREEMENT MAXIMUM LIABILITY	\$ 4,735,428

- 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. **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.
- F. **Time for Filing Final Claim**
CONTRACTOR's final claim for any payment under this contract must be filed not later than ninety (90) calendar days after the date on which this contract terminates. No claim submitted by CONTRACTOR after such time will be accepted or paid by COUNTY.
- G. **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.
- H. **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.

PAYMENT METHOD

- A County will pay CONTRACTOR for the services provided by CONTRACTOR that have been authorized pursuant to this agreement, as hereinafter set forth.

- B CONTRACTOR will submit a monthly claim for services rendered to:
 - Monterey County Health Department
 - Behavioral Health Division
 - 1270 Natividad Road, Room 200
 - Salinas, CA 93906
 - ATTN: Accounts Payable**

EXHIBIT D - CONFIDENTIALITY OF PATIENT INFORMATION

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

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


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

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

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

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

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



Signature of Authorized Representative

6-24-09

Date

SUN STREET CENTERS

Business Name of Contractor
Anna Foglia

Name of Authorized Representative (printed)
Executive Director

Title of Authorized Representative

EXHIBIT E - ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

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

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

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

CONTRACTOR: (Please check A or B)

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

C.

Contractor's Business Name:		Sun Street Centers	
Name of Contractor's Designee:		Anna Foglia	
Title of Designee:		Executive Director	
Street: P.O. Box 4007			
City: Salinas		State: CA	Zip: 93912
IRS Employer Identification Number:			
I certify that the above information is complete and correct to the best of my knowledge and belief.			
Signature of Contractor:		Date: / /	

I certify that the above information is complete and correct to the best of my knowledge and belief.

By 
 Contractor's Signature

4-24-09
 Date

EXHIBIT F - ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY

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

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

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

Collaboration

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

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities to care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 25%).
- Developing recruitment, hiring, and retention plans that are reflective of the target communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

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

- Offer services in Spanish and other necessary languages (such as Tagalog) for at least 50% of all services.

Definitions for Cultural Competency

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

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

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

(Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities pg 9)

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

(Cross, Bazron, Dennis & Issacs, 1989)

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

(Randall David, 1994)


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

1. Develop organizational capacity to provide services in a cultural competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish and Tagalog); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide an emotional environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by clients; staff that is knowledgeable of cultural and ethnic differences and needs and is able and willing to respond to them in an appropriate and respectful manner.
4. Support the county's goal to reduce disparities to care by increasing access and decreasing barriers to services by unserved and underserved communities.
5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery and evaluation (County Goal: 25%).
6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
7. As requested, meet with the Monterey County Behavioral Health Director or designee to monitor progress and outcomes and report regularly to Behavioral Health coordinating bodies on the progress and outcome(s) of the project.
8. As appropriate, participate in cultural competency trainings offered by Monterey County Behavioral Health.

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

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



Signature of Authorized Representative

6-24-09

Date

Sun Street Centers

Business Name of Contractor

Anna Foglia

Name of Authorized Representative (printed)

Executive Director

Title of Authorized Representative

EXHIBIT G - BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as “**Agreement**”, is made effective **July 1, 2009** by and between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department, hereinafter referred to as “**Covered Entity**”, and **SUN STREET CENTERS** hereinafter referred to as “**Business Associate**”, (individually, a “**Party**” and collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, the United States Congress has enacted the American Recovery and Reinvestment Act of 2009 (“ARRA”), which amends HIPAA and the HIPAA Privacy Rule; and

WHEREAS, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act (“CMIA”), California Civil Code § 56 *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

WHEREAS, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the “Service Agreement” and, pursuant to such arrangement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties’ continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, as amended by ARRA, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule, as amended by ARRA, and California law and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMIA or other California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement the HIPAA Privacy Rule, and California law), the HIPAA Privacy Rule, or California law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps

to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, used, or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement, the HIPAA Privacy Rule, as amended by ARRA, or under California law, of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that

Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

V. MISCELLANEOUS

Except as expressly stated herein, in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

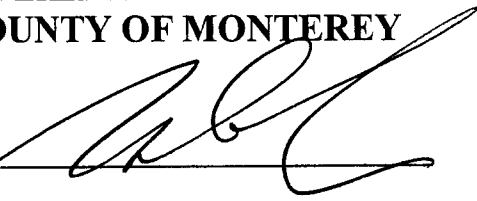
The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new

Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.


COVERED ENTITY:
COUNTY OF MONTEREY

By: 

Title: Director of Health

Date: 7/23/09

BUSINESS ASSOCIATE:
SUN STREET CENTERS

By: 

Title: Executive Director

Date: 6-24-09

EXHIBIT H: COMPLIANCE WITH STATE ALCOHOL AND DRUG PROGRAM REGULATIONS

The parties shall comply with all applicable State Alcohol and Drug Program laws and regulations in performing the work and providing the services specified in this Agreement including the following:

1. Contractor shall fully participate in the California Outcome Measurement (CalOMS) for treatment services; the Drug and Alcohol Treatment Access Report (DATAR), and any other data collection systems required by the County or the State Department of Alcohol and Drug Programs.
2. Contractor shall adhere to the Computer Software Copyright laws: CONTRACTOR certifies that it has appropriate systems and controls in place to ensure that state or federal funds available under this Contract will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws. (Reference: Executive Order D-10-99 and Department of General Services Management Memo 00-02).
3. Child Support Compliance Act
CONTRACTOR acknowledges that it:
 - A. Recognizes the importance of child and family support obligations and shall comply fully with all applicable state and federal laws, relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earning assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and,
 - B. To the best of its knowledge, if fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
4. Domestic Partners Act
Pursuant to the Public Contract Code 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of \$100,000 or more with a contractor, who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.
5. IV Drug Use Treatment
CONTRACTOR shall ensure that all individuals in need of IVDU treatment shall be encouraged to undergo AOD Treatment (42 USC 300x-23(b) of PHS Act).
6. Tuberculosis (TB) Treatment
CONTRACTOR shall ensure that following related to Tuberculosis (TB)
 - A. Routinely makes available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
 - B. Reduce barriers to patients' accepting TB treatment; and,
 - C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

7. Limited English Proficiency

To ensure equal access to quality care by diverse populations, the provider shall:

A. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.

B. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.

C. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.

D. Require and arrange for ongoing education and training for administrative clinical, and support staff in culturally and linguistic competent service delivery.

E. Provide all clients with limited English Proficiency access to bilingual staff or interpretation services.

F. Provide oral and written notices, including translated signage at key points of contact, to clients, in their primary language informing them of their right to receive no-cost interpreter services.

G. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language group in the area.

H. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relative to clinical on non-clinical encounters. Family or friends are not considered adequate substitutes because they actually lack these abilities.

I. Ensure that the clients' primary spoken language and self identifies race/ethnicity are included in the providers' management information system as well as any clients records used by provider staff.

8. Counselor Certification

Any individual providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in an ADP licensed or certified program is required to be certified as defined in CCR, Title 9, Division 4, Chapter 8.

9. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, fright, embargo, public related utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the CONTRACTOR arises out of default of its Subcontractor, and if such default of such Subcontractor arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without fault or negligence of either of them, the CONTRACTOR shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of the State's Alcohol and Drug Program Regulations.

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

SUN STREET CENTERS

Business Name of Contractor

Anna Foglia

Name of Authorized Representative (printed)

Executive Director

Title of Authorized Representative


Signature of Authorized Representative

6-24-09
Date

Exhibit I: Monterey County Behavioral Health Division Prop 36 Mental Health Plan Initial Authorization

150 Cayuga Street, Suite 7, Salinas 93901 Voice (831) 796-3025 Fax (831) 796-3036

Client Name:		Medi-Cal Yes No		Home Telephone:
Address: City, State, Zip:				Work Telephone:
DOB: / /	Social Security #:	Probation/Parole Officer (circle) Telephone #	Defense Attorney Telephone #	
<u>List children with gender & ages:</u>				<u>CPS/Children's Support Status</u>
Preferred Language:		Appointment Date/Time:	Staff Completing Assessment	
FINANCIAL Gross Monthly Income \$ _____ Primary Source (Circle One) SSI SSI/SSD CalWORKS SDI Other _____ Number of Persons Dependent on Income: _____			EMPLOYMENT If Employed Insurance Yes No	

DIAGNOSIS			
Axis I:	Code:	Axis I:	Code:
Axis I:	Code:	Axis II:	Code:
Axis III:	Code/s:	Axis IV:	Axis V: Current Year _____ Average in Past Year _____

Presenting Problem/Treatment Focus: _____

Measurable Goal: 1) No use of illegal drugs or alcohol. 2) Complete ALL program intake appointments. Do NOT miss any appointments. 3) Attend and Complete substance use treatment program. 4) Comply with all program requirements. 5) Attend NA/AA as directed by probation/parole or treatment program. 6) Obtain a sponsor and complete 12-Step work. 7) Comply with all terms of probation/parole. 8) Follow any medical recommendations. 9) Contact your probation/parole officer and Behavioral Health psychiatric social worker IMMEDIATELY if you stop attending the treatment program.

Note: Your signature on this document indicates your awareness that this form will be provided to Monterey County Behavioral Health and Contracted Service Providers

Nota: El hecho de firmar este documento indica que Ud. ha dado su permiso para compartir este documento con el Departamento de Salud Mental y Conducta del Condado de Monterey y también Proveedores de Servicio Contratados

Client Signature:	Date:
<i>Client Name</i>	<i>Client Record Number</i>

CONFIDENTIAL CLIENT INFORMATION. SEE CALIFORNIA WELFARE & INSTITUTIONS CODE SECTION 5328
 Page 1 of 2 04/2009

Monterey County Behavioral Health Division Mental Health Plan Initial Authorization
 150 Cayuga Street, Suite 7, Salinas 93901 Voice (831) 796-3025 Fax (831) 796-3036

Authorization for Recovery Programs - Effective Date ____ / ____ / ____ to ____ / ____ / ____
 Authorizing Staff Printed Name _____ Signature _____
 Date Faxed to Provider: _____

Community Human Services
 Narcotic Tx, 1083 S. Main St., Salinas, CA
 Phone 424-4828 fax 424-5838
 Genesis House Genesis Perinatal

 1152 Sonoma, Seaside, CA Phone 899-2436 fax 899-7405
 PEI Co-Occurring Disorder Outpatient Program

Door to Hope Outpatient 130 W. Gabilan Street 758-0181
 Residential, 165 Clay St., Salinas
 Phone 758-0181 fax 758-5127
 Nueva Esperanza, 325 California St., Salinas
 Phone 758-0181 fax 758-5127
 PEI Co-Occurring Disorder Outpatient Program

Sun Street Centers
 Residential, 8 Sun St, Salinas, 753-5145 fax 753-6007
 Recovery Service Programs, 517 South Main St. Site 102
 Phone 753-6001 Fax 753-5169
 Pueblo Del Mar, 3044 Kwajalein Ct., Marina, CA
 Phone 582-9461 fax 582-9476
 Methamphetamine Grant
 Outpatient Services
 Residential Services
 SLE Services

Valley Health Associates OFR CW
 Narcotic Treatment 338 Monterey St., Salinas
 Phone 424-6655 fax 424-9717
 Other: _____
 Phone: _____
 Address: _____

Authorization for Proposition 36 - Effective Date ____ / ____ / ____ to ____ / ____ / ____
 Authorizing Staff Printed Name _____ Signature _____
 Date Faxed to Provider: _____

Sun Street Centers
 Residential, 8 Sun St., Salinas, CA 753-5145 fax 753-6007
 Recovery Service Program (Outpatient) 753-6001 fax 753-5169
 Regular Perinatal
 Pueblo Del Mar, CA 753-6009 fax 582-9476

Door to Hope
 Residential 165 Clay Street, Salinas, CA 758-0181 fax 758-5127
 Outpatient Prop 36, 130 Church St, Salinas
 758-0181 fax 758-5127
 PEI Co-Occurring Disorder Outpatient Program

Community Human Services
 Genesis House 899-2436 fax 899-7405
 Genesis Perinatal 899-2436 fax 899-7405
 Narcotic Treatment (Off Main Clinic)
 424-4828 fax 424-5838
 PEI Co-Occurring Disorder Outpatient Program

Valley Health Associates
 Outpatient 338 Monterey St, Salinas, CA 424-6655 fax 424-9717
 Narcotic Treatment 424-6655 fax 424-9717

Note: Your signature on this document indicates your awareness that this form will be provided to Monterey County Behavioral Health and Contracted Service Providers

Nota: El hecho de firmar este documento indica que Ud. ha dado su permiso para compartir este documento con el Departamento de Salud Mental y Conducta del Condado de Monterey y también Proveedores de Servicio Contratados

Client Signature: _____ Date _____

<u>Client Name</u>	<u>Client Record Number</u>
--------------------	-----------------------------

**EXHIBIT J: MONTEREY COUNTY BEHAVIORAL HEALTH DIVISION
TREATMENT COURT PROGRAMS**

PROP 36

150 Cayuga St. Ste. 7 Salinas, CA 93901
(831) 796-3025 or (831) 796-3066
Fax: (831) 796-3036

DTC

118 W. Gabilan St. Salinas, CA 93901
(831) 759-6631 or (831) 755-5323
Fax: (831)-757-5320

WEEKLY PROGRESS REPORT

Client's Name: _____ Date of report: _____

Date of enrollment: _____ Primary Counselor: _____

of sessions completed: _____ # of sessions missed : _____

Dates that client missed treatment: _____

Did the client contact your office to inform you of his/her absence?

Yes No Comment: _____

Is client current with payments? Yes No Amount Owed: \$ _____

Comments on Payments Made:

Date of Drug Testing: _____ Results: Neg. Pos. _____

Additional Tests, Dates and Results:

Changes in Tx Plan: Yes No **If "Yes" please make sure you provide behavioral health staff with the updated treatment plan.**

Client is attending _____ 12-Step Meetings per week

Client has a sponsor: Yes No Working on Step: _____

Primary Counselor/ Staff Comments on Client Progress:

Date completed: _____ Date terminated: _____

Signature of Staff Completing Form: _____

Please fax the progress reports back to the designated treatment Court program on or before each Tuesday at 5:00 p.m. You will only fill out the portion of the progress report that pertains to your treatment program and/or treatment plan with the client.

Prop 36 Alcohol and Drug Program Re-Authorization / Extension Request Form
(Requests will be considered when submitted 2-weeks prior to end of initial authorization period)

CLIENT NAME: _____ ADMISSION DATE: _____
SSN: _____ DOB: _____ CLIENT #: _____

AGENCY: _____

CURRENT AUTHORIZATION: FROM: _____ TO: _____

REQUEST TYPE

RESIDENTIAL

RESIDENTIAL-REASON FOR REQUEST:

MEASURABLE GOAL(S) TO ACCOMPLISH DURING EXTENSION PERIOD:

OUTPATIENT

OUTPATIENT-REASON FOR REQUEST:

TOTAL # SESSIONS COMPLETED: GROUP _____ INDIVIDUAL _____

MEASURABLE GOAL(S) TO ACCOMPLISH DURING EXTENSION PERIOD:

NARCOTIC REPLACEMENT CURRENT DOSE: _____

MEASURABLE GOAL(S) TO ACCOMPLISH DURING EXTENSION PERIOD:

COMPLETED BY: _____

DATE: _____

REQUEST STATUS *(To be completed by BH Prop 36 Drug and Alcohol Program Staff Only)*

APPROVED NEW AUTHORIZATION PERIOD FROM _____ TO _____

DENIED

COMMENTS:

BH REVIEWER / TITLE

DATE

ADP BULLETIN NO. 09-05
REQUIREMENTS TO ENSURE ACCESS TO SERVICES FOR PERSONS WITH
DISABILITIES

The parties shall comply with all applicable State Alcohol and Drug Program laws and regulations in performing the work and providing the services specified in this Agreement including the following:

- Americans with Disability Act (ADA);
- Section 504 of the Rehabilitation Act of 1973;
- 45 Code of Federal Regulations (CFR), Part 84, Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance;
- Title 24, California Code of Regulations (CCR), Part 2, Activities Receiving Federal Financial Assistance and;
- Unruh Civil Rights Act California Civil Code (CCC) Sections 51 through 51.3 and all applicable laws related to services and access to services for persons with disabilities (PWD).

Any enterprise licensed or certified by the Department of Alcohol and Drug Programs (ADP) or any entity (counties or providers) receiving state or federal funding that has been allocated by ADP must comply with these requirements and ensure access to services by the disabled. These statutory and regulatory requirements assist in ensuring Persons with Disabilities are provided access to alcohol and other drug (AOD) prevention, treatment, and recovery services.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of the State's requirements as stipulated in ADP Bulletin No. 09-05 (See attached bulletin and exhibits).

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



Signature of Authorized Representative

6-24-09

Date

SUN STREET CENTERS

Business Name of Contractor

Anna Foglia

Name of Authorized Representative (printed)

Executive Director

Title of Authorized Representative

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS

1700 K STREET
 SACRAMENTO, CA 95814-4037
 TDD (916) 445-1942
 (916) 322-7012

**ADP BULLETIN**

Title Requirements to Ensure Access to Services for Persons with Disabilities		Issue Date: May 27, 2009 Expiration Date: N/A	Issue No. 09 – 05
Deputy Director Approval dave neilsen, Deputy Director Program Services Division	Function: <input type="checkbox"/> Information Management <input type="checkbox"/> Quality Assurance <input checked="" type="checkbox"/> Service Delivery <input type="checkbox"/> Fiscal <input type="checkbox"/> Administration	Supersedes Bulletin/ADP Letter No. N/A	

PURPOSE

The purpose of this bulletin is to inform all service providers (prevention, treatment, and recovery) and contractors of their legal responsibility to comply with:

- ◆ Americans with Disability Act (ADA);
- ◆ Section 504 of the Rehabilitation Act of 1973;
- ◆ 45 Code of Federal Regulations (CFR), Part 84, Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance;
- ◆ Title 24, California Code of Regulations (CCR), Part 2, Activities Receiving Federal Financial Assistance and;
- ◆ Unruh Civil Rights Act California Civil Code (CCC) Sections 51 through 51.3 and all applicable laws related to services and access to services for persons with disabilities (PWD).

Any enterprise licensed or certified by the Department of Alcohol and Drug Programs (ADP) or any entity (counties or providers) receiving state or federal funding that has been allocated by ADP must comply with these requirements and ensure access to services by the disabled. These statutory and regulatory requirements assist in ensuring PWD are provided access to alcohol and other drug (AOD) prevention, treatment, and recovery services.

DISCUSSION

The ADA, Section 504 of the Rehabilitation Act of 1973, and the Unruh Civil Rights Act, challenged the state and the nation to fully integrate PWD into jobs and services. The legislation and implementing regulations require that all providers make reasonable



DO YOUR PART TO HELP CALIFORNIA SAVE ENERGY
 For energy saving tips, visit the Flex Your Power website at
<http://www.flexyourpower.ca.gov>

accommodations and provide accessible services for PWD. ADP requires compliance with these laws and regulations for programs, agencies, and contractors that provide prevention, treatment, and recovery services for AOD use and abuse.

ADP will continue to require that all licensed or certified providers of services or programs receiving federal or State funding that has been allocated by ADP adhere to the requirements of the ADA, Section 504, and the Unruh Civil Rights Act, ensuring that all AOD prevention, treatment and recovery programs be accessible to PWD (refer to Exhibit 1) to the fullest extent possible.

Each county is responsible for ensuring that its services and its contract service providers' programs are accessible and do not discriminate against or deny equal opportunity to participate in and benefit by the provider's services.

Counties must conduct assessments and keep records of these results, which shall be provided to ADP upon request. The assessments must:

- ♦ Determine the extent of the need for AOD services within the county.
- ♦ Determine the percentage of the county residential AOD service providers that accept PWD and the county's implementation plan for ensuring that a sufficient number of out-patient and residential AOD services accessible by PWDs are strategically placed within the county.
- ♦ Define, develop, and implement: 1) the referral mechanism for those AOD service facilities that do not accept PWD; 2) the plan to provide services to PWD that are substantially equivalent to services provided to non-disabled individuals, including equivalency of travel time and distance.
- ♦ Designate a County Access Coordinator (CAC).

Each county is required to designate a County Access Coordinator (CAC) for serving PWD. The role of the CAC is that of liaison between the provider community, County AOD Administrator's office, and ADP. The CAC is responsible for ensuring the integrity of the county's compliance with all issues related to AOD services.

Every treatment program licensed or certified by ADP is required to acknowledge in its initial application "...that the treatment program will not discriminate in employment practices and in provision of benefits and services on the basis of race, color, national origin, religion, sex, or mental or physical disabilities pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, California Government Code Section 11135, et seq., and other applicable state and federal laws." [Title 9, CCR Section 9804(b)(11)].

Further, the Unruh Civil Rights Act provides protection from discrimination by all business establishments in California. CCC Section 51(b) describes this protection:

All persons within the jurisdiction of this state are free and equal, no matter what their sex, race, color, religion, ancestry, national origin, disability, or medical condition, are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.

ADP has recently received several complaints from individuals who were denied AOD services because a facility was either physically or programmatically inaccessible (i.e., refusing to provide a sign language interpreter). Investigation revealed that the complaints were accurate, and services were unlawfully denied to PWD. Although recent complaints only involved licensed or certified treatment facilities, requirements for access also apply equally to providers of prevention and recovery services.

Services must be made available to all individuals with mobility, communication, or cognitive impairments as required by state and federal laws and regulations. Prevention, treatment, and recovery providers must take action to identify all physical and programmatic barriers to services and develop plans for removing or mitigating the identified barriers. Failure by service providers to initiate actions to correct identified deficiencies may result in civil penalties, and possible suspension, or revocation, of licensure, certification or contract cancellation.

Providers applying for initial licensure or certification must plan to be fully accessible at the time of application. Applicants for renewal of a licensure or certification must have conducted an assessment to identify barriers to service and developed an Access to Services Plan for removing or mitigating any identified barriers. Applicants failing to address these requirements can anticipate denial of their initial application or the withholding of renewals for existing licensed or certified programs until these requirements are adequately addressed.

To assist counties, providers, and contractors in the early identification of service access barriers, ADP has attached a sample document "Guidance on Developing an Access to Services Plan" (Exhibit 3) and a "Checklist for Accessibility: Alcohol & Drug Programs" (Exhibit 4).

REFERENCES

- ◆ The Americans with Disabilities Act of 1990
- ◆ Section 504 of the Rehabilitation Act of 1973
- ◆ 45 CFR, Part 84, Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance
- ◆ Title 24, CCR, Part 2, Activities Receiving Federal Financial Assistance
- ◆ The Unruh Civil Rights Act (CCC Section 51 through 51.3)

BACKGROUND

ADP entered into a Voluntary Compliance Agreement (VCA) in 1994 with the Office of Civil Rights, Department of Health and Human Services, to enforce Section 504 of the Rehabilitation Act and the ADA in order to eliminate discrimination based on disability in AOD facilities. ADP has maintained technical assistance contracts to assist contractors and service providers to comply with the issues outlined in the VCA since 1997. ADP supports the right of all Californians' access to AOD services.

QUESTIONS/MAINTENANCE

Fred Williams, III
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OR

Contact your County AOD Administrator and ask for the designated County Access Coordinator, who will assist you in any issue relating to the development of an "Access to Service Plans," as well as any issue specific to access, referral, or admission to AOD services.

EXHIBITS

- Exhibit 1: Americans with Disabilities Act (Summary)
- Exhibit 2: The Unruh Civil Rights Act (Summary)
- Exhibit 3: Guidance on Developing an Access to Services Plan
- Exhibit 4: Checklist for Accessibility: Alcohol & Drug Programs

DISTRIBUTION

County Alcohol and Drug Program Administrators
Strategic Local Government Services, LLC
Director's Advisory Council
ADP - Licensing and Certification Branch (Treatment and Outpatient Services)
ADP - Licensees and Certification Holders
ADP - Narcotic Treatment Program
ADP - Fiscal Management Accountability Branch

Americans with Disabilities Act

Congress enacted the Americans with Disabilities Act (ADA) in 1990 to remedy widespread discrimination against persons with disabilities (PWD). After thoroughly investigating the problem, Congress concluded that there was a need for a national mandate to eliminate discrimination against PWD, and to integrate them into the nation's economic and social mainstream. Congress enacted that mandate in the ADA. The ADA forbids discrimination against individuals with disabilities in major areas of public life, including employment (Title I of the Act), public services (Title II), and public accommodations (Title III).

Title III of the ADA states a "general rule" of nondiscrimination in public accommodations: "No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation." (42 U.S.C. § 12182(a).) Among its specific prohibitions, "Title III of the ADA prohibits discrimination on the basis of disability ... both with respect to the accessibility of their physical facilities and with respect to their policies and practices." (*Moeller v. Taco Bell Corporation* (N.D.Cal.2004) 220 F.R.D. 604, 606.)

Congress adopted two distinct standards for regulating building accessibility: one to apply to facilities existing before January 26, 1993, and the other to apply to facilities newly constructed or altered on or after January 26, 1993 (42 U.S.C. §§ 12182(b)(2)(A)(iv), 12183(a).) A congressional committee remarked that the distinction between existing and new facilities "reflects the balance between the need to provide access for persons with disabilities and the desire to impose limited cost on businesses. Because retrofitting existing structures to make them fully accessible is costly, a far lower standard of accessibility has been adopted for existing structures." (H.R. Rep. No. 101-485(III), 2d Sess., p. 60 (1990).)

Under the ADA, "existing facilities" must remove architectural barriers "where such removal is readily achievable," meaning "easily accomplishable and able to be carried out without much difficulty or expense." (42 U.S.C. §§ 12181(9), 12182(b)(2)(A)(iv).) If removal of architectural barriers from an existing facility is not readily achievable, the facility must make its goods and services available to PWD through "alternative methods if such methods are readily achievable." (42 U.S.C. § 12182(b)(2)(A)(v).) In contrast, new and altered facilities must be "readily accessible and usable," and must comply with extensive and detailed regulations, amounting to a federal building code, known as the ADA Accessibility Guidelines (42 U.S.C. § 12183(a); 28 C.F.R. § 36, App. A (2007).)

As previously noted, the ADA prohibits discrimination on the basis of disability in places of public accommodation with respect to the accessibility of their physical facilities and with respect to their policies and practices (*Moeller v. Taco Bell Corporation*, supra, 220 F.R.D. at p. 606.) In the ADA's specific prohibitions section, discrimination is defined to include "a failure to make reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford such goods, services, facilities,

privileges, advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages, or accommodations.” (42 U.S.C. § 12182(b)(2)(A)(ii).)

The ADA also permits reliance on state laws that provide greater protection (42 U.S.C. § 12201(b).) In describing the ADA's relationship with other laws, the ADA states: “Nothing in this chapter shall be construed to invalidate or limit the remedies, rights, and procedures of any federal law or law of any state or political subdivision of any state or jurisdiction that provides greater or equal protection for the rights of individuals with disabilities than are afforded by this chapter....”

The Unruh Civil Rights Act (Unruh Act) and the Disabled Persons Act

The Unruh Act and the Disabled Persons Act (DPA) entitle individuals with disabilities to full and equal access to public accommodations (Civil Code §§ 51 (b), and 54.1 (a) (1).) The Unruh Act provides broad civil rights protection: "All persons within the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability, medical condition, marital status, or sexual orientation are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever." (Civil Code § 51 (b).) The DPA protects the civil rights of individuals with disabilities, and states: "Individuals with disabilities shall be entitled to full and equal access, as other members of the general public, to ... places of public accommodation, amusement or resort, and other places to which the general public is invited." (Civil Code § 54.1 (a)(1).)

As the federal government does with the ADA, California mandates specific requirements for building accessibility by statute (Government Code, § 4450 et seq.; Health and Safety Code, §§ 19956 and 19959): "All buildings constructed or altered after July 1, 1970, must comply with standards governing the physical accessibility of public accommodations." These standards are set forth in Title 24 of the California Regulations. A violation of a Title 24 building standard that denies access to PWD has been found to constitute a violation of both the Unruh Act and the DPA (*Moeller v. Taco Bell Corporation*, supra, at p. 607). A violation of the ADA also constitutes a violation of both the Unruh Act and the DPA (Civil Code §§ 51 (f) and 54 (c).). After the ADA was passed in 1990, the California DPA and the Unruh Civil Rights Act were amended to provide that a violation of the ADA constitutes a violation of their provisions. Thus, a person whose rights are violated under the ADA may seek damages under the California statutes, and is not limited to injunctive relief as plaintiffs are under federal law (*Pickern v. Best Western Timber Cove Lodge Marina Resort* (2002) 194 F. Supp.2d 1128, 1131.)

The expansion of California law to include ADA violations had other effects. For example, Title 24 does not require facilities that predate its enactment to comply with its regulations unless and until the facility is altered (*Pickern*, at p. 1131, fn. 4.). In contrast, "[t]he ADA requires existing facilities to remove barriers to access so long as removal is readily achievable, regardless of whether the facility has been altered." (*Ibid*). By amending the Civil Code to provide that a violation of the ADA is also a violation of the Unruh Act and the DPA, the Legislature authorized the filing of civil actions under state law to enforce the federal requirement that architectural barriers be removed where it is readily achievable to do so, and that alternative means of access be provided.

Guidance on Developing an Access to Services Plan

This exhibit is intended to assist you in assessing your facility to ensure that it is accessible and usable by persons with disabilities (PWD). An access policy and implementation plan needs to be incorporated into your organization's short and long-range planning. Compliance with Section 504 and the stipulations of the Americans with Disabilities Act (ADA) can be achieved in a variety of ways. For example, according to the Rehabilitation Act, Section 504, not every program or every floor needs to be accessible, but enough accessible programs or facilities must be provided so that PWD have an equal opportunity to benefit from the organization's program offerings, "when viewed in their entirety."

Access improvements should strive to go above and beyond the law. While every organization must develop plans to meet minimum access requirements, organizations may be creative in developing new strategies to include the 20 percent of Americans who have disabilities. Of course, maintaining and improving accessibility should be considered on a regular long-term basis. Experience has shown that when access to services, programs, activities and employment are given a high priority, it is reflected in an organization's mission statement, policies and guidelines.

Your Access to Services Plan may serve as partial documentation of your "good faith" efforts to comply with the ADA. You may want to consider forming an Access Advisory Committee to assist in developing your Access to Services Plan. The plan should reflect your organization's compliance with the law and the incorporation of these laws and regulations into all aspects of your organizational structure.

What a Self-Evaluation and Transition Plan Should Do

1. Utilizing the accompanying checklist (Exhibit 4), identify all policy, employment, physical and programmatic barriers that limit access to the organization's facilities, service and programs. You may wish to consider involving individuals with disabilities to assist in this process.
2. Prioritize access improvements in policy, employment issues, facility, programs and services, with measurable goals and objectives. Identify readily achievable improvements first and then begin the process of planning for those requiring more long-range plans that involve extensive design and construction work. The ADA requires that places of public accommodation (for-profit and non-profit alcohol and drug programs) remove architectural barriers if such plans are "readily achievable" and can be accomplished without much difficulty or expense.
3. Develop a timetable with completion dates for steps necessary to achieve full accessibility.
4. Identify the person(s) responsible for the implementation of the plan.
5. Establish a time frame and review method for ongoing monitoring and assessment; for example, schedule subsequent accessibility reviews of your organization.

6. A copy of the plan should be available for public inspection. According to the Rehabilitation Act, Section 504, agencies and organizations receiving federal funds must have a copy of the plan available for public inspection.

Establishing Priorities for Your Access to Services Plan

When developing an Access to Services Plan, the organization should develop its priorities and create a timetable for barrier removal on the basis of whether the improvement or removal of the barrier is: 1) readily achievable; 2) a recommended priority area by the Department of Justice (discussed in detail on the following page); and 3) incorporates principles of universal design to accommodate a diverse group of users of facilities.

Readily Achievable Improvements and Accommodations

Your plans may include readily achievable improvements that address architectural barriers as well as the policies and practices of your cultural organizations. Examples of readily achievable improvements that can be made immediately, at no cost or inexpensively, include:

- ◆ Adding definitive access language to your policies and guidelines;
- ◆ Providing all agency publications on cued audio tapes or large print upon request;
- ◆ Publicizing the accessibility of your organization's activities and services;
- ◆ Conducting access training for staff and board;
- ◆ Establishing an office policy requiring accessible facilities for all agency activities;
- ◆ Installing a TTY, training staff to use it, and including the number where your organization's other phone numbers are listed;
- ◆ Compiling resource lists of availability and costs of accessible accommodations in your locality;
- ◆ Recruiting people with disabilities for grant review panels;
- ◆ Lowering display cases and counter tops;
- ◆ Installing large print labeling/signage;
- ◆ Removing fixed seating for wheelchair spaces; and
- ◆ Conducting periodic surveys of client/public accessibility needs.

A fact sheet from Adaptive Environments entitled Alternatives to Barrier Removal describes options for places of public accommodation when modifications are not readily achievable:

<http://www.adainfonet.org/adainfonet/documents/architecturalIndocuments/Alt%20to%20barrier%20removal.pdf>

Recommended Priority Areas by the Department of Justice

The Department of Justice Title III Technical Assistance Manual recommends priority areas for the removal of barriers in existing facilities. Because the resources available for barrier removal may not be adequate to remove all existing barriers at any given time, the regulation suggests a way to determine which barriers should be dealt with first. The purpose of these priorities is to facilitate long term business planning and maximize the degree of effective access that will result from any given level of expenditure. These priorities are not mandatory. Businesses with public accommodations are free to exercise discretion in determining the effective "mix" of barrier removal measures to undertake in their facilities.

<http://www.usdoj.gov/crt/ada/taman3.html>

Priority 1: *Get people in the door*

Enable individuals with disabilities to physically enter your facility. "Getting through the door" recognizes that providing physical access to a public facility from public sidewalks, public transportation or public parking is generally preferable to any alternative arrangements in terms of both business efficiency and the dignity of individuals with disabilities. Solutions include installing 12:1 grade ramps, widening entrances, and providing accessible parking spaces.

Priority 2: *Provide access to goods and services*

Provide access to those areas of a place of public accommodation where goods and services are made available to the public. For example, individuals with disabilities should have access to assistance at the front desk, as well as to any other areas that are available to other individuals, such as group counseling rooms or recreational areas.

Priority 3: *Provide access to restrooms*

If restrooms are provided for use, they should also be accessible to those with disabilities.

Priority 4: *Remove any remaining barriers*

The remaining barrier removal efforts address amenities or services provided by the organization or facility.

Universal Design Considerations

Whereas barrier-free design focuses on meeting the federal accessibility standards, the intent of universal design is to simplify life for everyone by making products and

environments usable by as many people as possible at little or no extra cost. Universal design for more inclusive and universally accessible environments includes:

1. Site design that is easily accessible from public transit, parking, and public pathways;
2. Entrances and how they are used; and
3. Signage systems that guide individuals through a facility.

Organizing Your Access to Services Plan

Organize the results of the checklist, including the nondiscrimination questions, into a chart. The first sample chart attached (Sample 1) has five columns. The first column lists the identified barriers; the second column describes the method for eliminating the barriers; the third denotes the person or department responsible for barrier removal; and the fourth is the estimated project cost. The fifth column specifies the projected start and completion days. The other sample chart (Sample 2) illustrates a different method for organizing and preparing your plan.

Professional Assistance in the Development and Implementation of Access to Services Plan

If for any reason during the development of your "Access to Services Plan" you encounter difficulty or want reassurance that your program is proceeding in the appropriate manner, there are additional options to assist you, at no charge:

1. Contact your County AOD Administrator and request assistance from the designated County Access Coordinator;

OR

2. Bob Olson, Disability Access Project Director
2400 Marconi Avenue, Suite C
P. O. Box 214127 (mail)
Sacramento, CA 95821
Phone: 916-338-9460
TTY: 916-473-0836
FAX: 916-338-9468
Website: www.caarr.org
E-mail: bob@caarr.org

OR

3. You may also utilize the services of a paid ADA/504 consultant.

SAMPLE 1

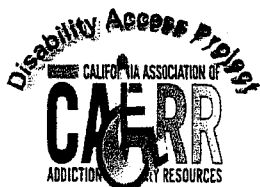
Access to Services Plan: SAMPLE Treatment Center

Element/Barrier	Methods	Responsible Person/Dept	Estimate	Timeline Start/ Completion
Doors	Replace knobs with lever Hardware throughout.	Facilities	\$12,400	3/03 -5/04
Women's Restroom—No accessible stall	Combine 2 stalls to create a fully accessible one	Facilities	\$2,000	3/03 -3/04
Printed Material does not include information about access	<input type="checkbox"/> Collect samples from other organizations <input type="checkbox"/> Acquire Disability Access Symbols <input type="checkbox"/> Consult with Access Committee regarding content and presentation <input type="checkbox"/> Work with Graphic Designer to Produce Prototypes	Visitors Services and Accessibility Coordinator	General Operating Budget	2/03 -7/04
Room Signs-No Tactile and Braille	Add compliance room signs at permanent and common use spaces	Facilities	\$329 \$5 cost for interim solution of plastic self-adhesive labels	2/10- 3/10

SAMPLE 2

SAMPLE Treatment Program – ADA/504/Access to Services Plan

Barrier	Solution	Priority	Cost	Funding Source	Due Date	Responsible Person	Completion Date
Physical Access: Second floor water fountain spout too high	Install paper cup dispenser	A (Now)	\$40	Unrestricted Funds	August 30, 2006	Program Manager	August 1, 2006
Physical Access: No railing on stairs to second floor & back steps	Install railing on both sides	B (Next year)	\$200	Unrestricted Funds	February 1, 2007	Program Manager	
Physical Access: Narrow doorway to counseling office	Widen doorway to 32"	B (Next year)	\$500	Unrestricted Funds	June 30, 2007	Program Manager	
Program Access: No pet policy	Modify policy to allow for service animals	A (Now)	None	N/A	July 30, 2006	Executive Director w/ BOD Executive Committee	July 24, 2006
Communication Access: No TTY	Obtain TTY and train staff. Interim solution training staff to use the California Relay System	A (This year)	\$400	Office equipment fund	October 1, 2006	Office Manager	CRS training completed July 16, 2006
Employment Access: Employment application	Remove questions about health and disability.	A (Now)	None	N/A	July, 2006	Human Resources	July 30, 2006
Physical Access: Men's shower inaccessible	Remodel shower to compliance with ADAAG	C (2008-2009)	\$15,000	Capitol Expenditures	July 1, 2009	Building Maintenance	



Checklist for Accessibility: Alcohol & Drug Programs



Department of Alcohol and Drug Programs
1700 K Street
Sacramento, CA 95811

California Association of Addiction Recovery Resources
Disability Access Project
2400 Marconi Ave., Suite C P.O. Box 214127
Sacramento, CA 95821
916.338.9460 Voice - 916. 473. 0836 TTY
916.338.9468 Fax
bob@caarr.org - www.caarr.org

Checklist for Accessibility

The accompanying checklist will help you self identify the accessibility problems in your program's facilities in order to meet your obligations under the:

- ◆ Americans with Disability Act (ADA);
- ◆ Section 504 of the Rehabilitation Act of 1973;
- ◆ 45 CFR, Part 84, Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance;
- ◆ Title 24, California Code of Regulations (CCR), Part 2;
- ◆ Unruh Civil Rights Act (California Civil Code section 51 through 51.3).

The goal of this checklist is to facilitate planning to make an existing facility more useable for people with disabilities. The United States Department of Justice (DOJ) recommends the development of an Implementation Plan, specifying what improvements you will make to remove barriers and a time table for completion. Such a plan could serve as evidence of good faith to comply with the ADA.

This checklist details some of the requirements found in the ADA Standards for Accessible Design (Standards). The ADA Accessibility Guidelines (ADAAG) are a part of DOJ's Title III Regulations, 28 CFR Part 36 (*Nondiscrimination on the basis of disability...Final Rules*).

The Standards should be followed for removal of all barriers. If complying with the Standards is not readily achievable, you may undertake a modification that does not comply, as long as it does not pose a health or safety risk.

This checklist does not cover all of the requirements of the Standards, nor does it attempt to illustrate all possible barriers. Facilities initially applying for Certification and Licensure by the Department of Alcohol and Drug Programs (ADP), and all new construction or alterations must comply with ADA requirements.

Priorities for fully planning readily achievable barrier removal for older buildings recommended by the ADA are:

- Priority 1: Accessible approaches and entrances.
- Priority 2: Access to goods and services.
- Priority 3: Access to restrooms.
- Priority 4: Any other measure necessary.

The U.S. DOJ, Civil Rights Division, Disability Rights Section has a free ADA Technical Assistance CD-ROM available. This CD-ROM includes the ADA Regulations, Standards for Accessible Design, Technical Assistance Manuals and Technical Assistance Documents in PDF files, HTML files, Text files and WordPerfect files.

To order a copy of this CD-ROM contact the U.S. Department of Justice at 800.514.0301 (voice), 800.514.0383 (TTY) or on-line at www.usdoj.gov/crt/ada.

The California Access Compliance Reference Manual of Statutes, Title 24 is available from the Builders Book Store at 800.273.7375 for \$29.95.

How to Use this Checklist

- Get Organized:** Establish a timeframe for completing this survey. Determine how many copies of the checklist you will need to survey the whole facility. Decide who will conduct the survey. It is recommended that you invite two or three additional people, including those with various disabilities and accessibility expertise, to assist in identifying barriers, developing solutions for removing these barriers, and setting priorities for implementing improvements.
- Obtain Floor Plans:** It is very helpful to have the building floor plans with you while you survey. If plans are not available, use graph paper to sketch the layout of all interior and exterior spaces. Make notes on the sketch or plan while you are surveying.
- Conduct the Survey:** Bring copies of this checklist, a clipboard, a pencil or pen, and a flexible steel tape measure. Think about each space from the perspective of people with physical, hearing, visual, and cognitive disabilities noting areas that need improvement; if possible, involve individuals with these disabilities in the evaluation.
- Summarize Barriers and Solutions:** List barriers found and ideas for their removal. Consider the solutions listed beside each question and add your own ideas. Consult with building contractors and equipment suppliers to estimate the cost for making the proposed modifications.
- Review for Programmatic Accessibility Barriers:** Develop and review potential barriers to accessibility to program services. Consider whether these services provide programmatic accessibility to all. Is group counseling conducted in a manner that is accessible to all clients? Are there various forms of print materials for the deaf; large print for the visually impaired?
- Make Decisions and Set Priorities:** Review the summary with decision makers and advisors. Decide which solutions will best eliminate barriers at a reasonable cost. Prioritize the items you decide upon and make a timeline for carrying them out. Where the removal of barriers is not readily achievable, you must consider whether there are alternative methods for providing access that are readily achievable.
- Maintain Documentation:** Keep your survey notes, summary, record of work completed, and plans for alternative methods on file.

- Make Changes:** Implement changes as planned. Always refer directly to ADAAG and California state and local codes for complete technical requirements before making any access improvements.
- Follow Up:** Review your implementation plan each year to re-evaluate whether more improvements have become readily achievable.

Accessible Approach/Entrance

A) PARKING WALKWAYS: MINIMUM CONSIDERATIONS.	YES	NO	N/A
1) If off-street parking is available, is it as close to the accessible entrance as possible? If yes: Number of total stalls Number of accessible stalls Number of van accessible stalls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Are walkways with necessary ramps and curb cuts available from the parking area to the accessible entrance? NOTE: The travel route should be at least 36" wide.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Are designated reserved parking spaces provided for persons with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B) ENTRANCES: MINIMUM CONSIDERATIONS.	YES	NO	N/A
1) Is at least one primary building entrance accessible at ground level or ramped with no steps? NOTE: Ramp slope should not exceed 1:12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Are accessible entrances identified with proper signage? (NOTE: A primary entrance is one that is a commonly used public entrance which does not involve transit through kitchens, storage facilities or similar areas.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Are accessible primary entrances left unlocked or are provisions made for a signaling device that is accessible if the entrance must be locked during certain hours for security purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Do entrance doors have a minimum clear opening of 32"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C) TOILET ROOMS & BATHING FACILITIES: MINIMUM CONSIDERATIONS	YES	NO	N/A
1) Does the facility have accessible public restrooms for men and women?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a) Is there an accessible unisex restroom available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Does the restroom entrance door have a minimum unobstructed opening of 32"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) If stalls are provided, are they a minimum of 36" wide and 72" deep, or 48" wide and 57" deep, and have doors with a 30" unobstructed opening? (NOTE: A 32" clear opening is preferred.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Is the sink rim no higher than 34"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Is the toilet seat 17" to 19" high?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Is there at least 29" from the floor to the bottom of the sink apron (excluding pipes)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Are exposed drain and hot water pipes insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8) Are other fixed objects located so as not to impede wheelchair access into stalls or other facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D) MEETING/HEARING ROOM FACILITIES: MINIMUM CONSIDERATIONS	YES	NO	N/A
1) Are there meeting rooms that can only be accessed by steps? (NOTE: If so identify those rooms)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) If amplifiers and /or sound equipment are used, are individual hand-held or lavalier microphones available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a) Are provisions made for assistive listening devices upon request for persons with hearing impairments? (NOTE: Assistive listening systems are available for loan at no cost from the ADP funded-Disability Access Project.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Can meeting room seating be arranged to accommodate persons using wheelchairs in an integrative manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Are print materials recorded for visually impaired persons?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Are interpreters available for persons with hearing impairments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

E) RESIDENTIAL FACILITIES ONLY: LODGING ACCOMMODATIONS: MINIMUM CONSIDERATIONS	YES	NO	N/A
1) What is the total number of sleeping rooms provided?			
2) How many sleeping rooms are accessible for people with mobility limitations?			
3) Do entrance doors to accessible guest rooms have a minimum clear opening of at least 32"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4) Do accessible guest rooms allow sufficient turning space (5 ft. in diameter) to allow a person using a wheelchair to move about?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) If there is a phone in the room, is there an unobstructed approach to the phone for a person using a wheelchair?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

F) AUXILIARY AIDS: MINIMUM CONSIDERATIONS	YES	NO	N/A
1) Is there a written disability admission and referral policy in place? If yes, attach a copy, to this survey when it is submitted to the Department of Alcohol and Drug Programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Does the facility have a TDD/TTY telephone device and number for the deaf or hard of hearing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a) If no, has staff been trained to use the California Relay System (CRS)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Does the emergency alarm system have both visual and audible features?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) If the facility has a pay phone, is TTY access available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Is at least one public pay phone equipped with amplification?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Do televisions for client use have closed caption capability?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7) Are hearing interpreters available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8) Are hearing interpreters part of group counseling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Nondiscrimination Questionnaire			
	YES	NO	N/A
1. Is nondiscriminatory treatment, equally afforded to other individuals, given directly or through contractual licensing or other arrangements to people with disabilities in the full and equal enjoyment of the goods, facilities, privileges, advantages, or accommodations offered?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are the goods, services, facilities, privileges, advantages, or accommodations provided differently or separately to individuals with disabilities and individuals without disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Are the goods, services, facilities, privileges, advantages, and accommodations offered to individuals with disabilities in the most integrated setting appropriate to the needs of the specific individual in question?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If separate or different programs or activities are provided to individuals with disabilities, may those individuals still participate in the activities that are not separate or different?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Do you use, directly and/or through a contractual or other arrangements, standards, criteria, or methods of administration that do not have the effect of discrimination by others?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are people with friends, associates, or relatives with a disability provided foods, services, facilities, privileges, advantages, accommodations, and other opportunities on a nondiscriminatory basis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Do your eligibility criteria screen in, not out, individuals with disabilities (unless such criteria can be shown to be necessary for the provision of goods, services, etc., being offered)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Are reasonable modifications made to policies, practices, or procedures when such modifications are necessary to offer goods or services, etc., to individuals with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Are people with disabilities included, allowed services, integrated, and otherwise treated the same as others through the provision of auxiliary aids and services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Are architectural and communication barriers that are structural in nature (including permanent, temporary, or moveable structures, such as furniture, equipment, and display racks) removed from existing facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Where removal of barriers is not "readily achievable" are the goods, services, etc., made available through alternative methods?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. Has new construction been designed to be readily accessible to and usable by individuals with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. If you are altering a facility, have the alterations been made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities including individuals who use a wheelchair?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Sample ADA Plan

XYZ Recovery Services: Access to Services Plan: FY 7/1/2005-6/30/2006

Barrier	Solution	Priority	Projected Cost	Funding Source	Projected Completion Date	Responsible Person
Physical Access: In-accessible entrance to building	Install ramp to main entrance	A: This Year	\$10,000	Building maintenance	June 30, 2006	Program Manager
Physical Access Water fountain spout too high	Install paper cup dispenser	A: Now	\$40.00	Unrestricted funds	July 15, 2005	Program Manager
Physical Access: Narrow door to counseling office	Widen doorway	B: Next FY	\$500	Building maintenance	March 1, 2007	Program Manager
Program Access: No pet policy	Modify policy to allow for service animals for people with disabilities	A: Now	None	N/A	July 15, 2005	Executive Director
Communication Access: No TTY	Obtain TTY	A: This Year	\$350	Office equipment funds	December 30, 2005	Office Manager
Communication Access: Assistive Listening Systems	Purchase or borrow assistive listening system: Insert into policy	C: As needed	None	Available from Disability Access Project Technology Loan Program	N/A	Program Manager