

AMENDMENT NO. 3 TO AGREEMENT A-12236

This Amendment No. 3 to Agreement A-12236 is made by and between the County of Monterey, hereinafter referred to as COUNTY, and Sun Street Centers, hereinafter referred to as CONTRACTOR.

Whereas COUNTY and CONTRACTOR have heretofore entered into Agreement A-12236 dated June 19, 2012 (Agreement), Amendment No. 1 dated April 26, 2013; and Amendment No. 2 dated October 8, 2013; and,

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

1. Revise Exhibit F, the Business Associate Agreement;
2. Revise outpatient individual and group counseling rates to reflect Drug Medi-Cal rates as published by the Department of Health Care Services for FYs 2014-15;
3. Increase Residential Programs and AB 109 Family session services funding for FYs 2014-15;

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

1. EXHIBIT A of Agreement A-12236 is replaced with Amendment No. 3 to EXHIBIT A of Agreement A-12236. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 3 to EXHIBIT A.

2. EXHIBIT B of Agreement A-12236 is replaced with Amendment No. 3 to EXHIBIT B of Agreement A-12236. All references in the Agreement to EXHIBIT B shall be construed to refer to Amendment No. 3 to EXHIBIT B.

3. EXHIBIT F of Agreement A-12236 is replaced with Amendment No. 3 to EXHIBIT F of Agreement A-12236. All references in the Agreement to EXHIBIT F shall be construed to refer to Amendment No. 3 to EXHIBIT F.

4. PAYMENTS BY COUNTY, COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Amendment No. 3 to EXHIBIT B, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$4,056,246.

5. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-12236 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.

6. A copy of this Amendment shall be attached to the original Agreement executed by the County on June 19, 2013.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 3 to Agreement A-12236 as of the day and year written below.

COUNTY OF MONTEREY:

By: _____
Mike Derr, Contracts/Purchasing Manager

Date: _____


By: _____
Ray Bullick, Director of Health

Date: _____

APPROVED AS TO FORM

By: 
Stacy L. Sietta, Deputy County Counsel

Date: 2/27/15

APPROVED AS TO FISCAL PROVISIONS¹
By: 
Gary Giboney, Auditor/Controller

Date: 2-27-15

APPROVED AS TO LIABILITY PROVISIONS²
By: _____
Steven Mauck, Risk Management

Date: _____

APPROVED AS TO CONTENT:
By: _____
Wayne Clark, Behavioral Health Director

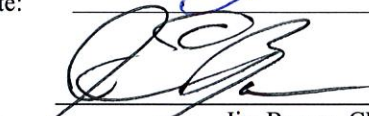
Date: _____

SUN STREET CENTERS:

Sun Street Centers
Contractor's Business Name*

By: 
Anna Foglia, Executive Director

Date: _____

By: 
Jim Barnes, CFO *

Date: 2/18/15

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

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

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

**AMENDMENT NO. 3 TO EXHIBIT A
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 maximum of 7,787 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: PUEBLO DEL MAR**Program Location**

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

Program Description

Pueblo del Mar is a transitional housing recovery community located in Fort Ord. This program is explained in detail in the grant provided by Housing and Urban Development (HUD) for the facilities of the Housing Authority of Monterey County (HAMC), 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 maximum 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. Sheltered employment training available with DSS One-Stop;
 - e. Transportation available through the Monterey-Salinas Transit Co;
 - f. Recreational activities for youth;
 - g. Individual and community safety training by Marina Police.
4. Activities for Outside Community Support under this contract are:
- a. Public information services about Pueblo Del Mar.
 - b. 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 (35) families. The estimated maximum annual number of Family Recovery Support Days is **6,021** (365 days times 35 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.

DESIGNATED CONTRACT MONITOR

Lynn C. Maddock, JD. LCSW
1441 Constitution Blvd., Bldng 400
Salinas, CA 93906
(831) 796-1716

PROGRAM 3: OUTPATIENT RECOVERY SERVICES PROGRAM

Program Locations

| | |
|-------------------|------------------|
| 11 Peach Drive | 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

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 J).

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: 587 parenting individual face-to-face outpatient visits will be provided to continuously enrolled Non-Drug/Medi-Cal eligible clients that are indigent.
2. An estimated: 4,609 parenting group face-to-face outpatient visits will be provided to continuously enrolled Non-Drug/Medi-Cal eligible clients that are indigent.
3. An estimated: 251 DSES parenting individual face-to-face outpatient visits will be provided to continuously enrolled Non-Drug/Medi-Cal eligible clients.
4. An estimated: 945 DSES parenting group face-to-face outpatient visits will be provided to continuously enrolled Non-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 4: Adult Drug Court Grant: Residential Recovery Home Services

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 NARRATIVE

CONTRACTOR is a "social model" Recovery Home for men. Residential service currently comprises four (4) "Guestroom" beds and thirty-four (34) beds in the Primary Recovery Program for a total of thirty-eight (38) 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.

For this Agreement, Sun Street Centers Men's Residential will provide culturally and linguistically competent services using the evidenced based practices of Motivational Interviewing and Seeking Safety.

All services provided to clients are bi-lingual Spanish/English, some of which will include: recovery planning, job training, 12-step meetings, finding a sponsor, individual counseling, Matrix group process, family groups, transportation to medical appointments.

In general, this Short term (61 day) program will provide the following services:

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

Assessment and Referral

Individuals requesting admission to the Adult Drug Court Grant Residential Recovery Home Services- 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 (Refer to Exhibit K).

OBJECTIVES

1. In FY 2012-13, Contractor will provide a maximum of 1,022 residential beds days. A Residential Day is defined as a calendar day, which is marked as the client having control of the bed during an overnight period.

In FY 2013-14, Contractor will provide a maximum of 1,022 residential beds

days. A Residential Day is defined as a calendar day, which is marked as the client having control of the bed during an overnight period.

In FY 2014-15 thru 9/30/2014, Contractor will provide a maximum of 85 residential beds days. A Residential Day is defined as a calendar day, which is marked as the client having control of the bed during an overnight.

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.
4. Drug Testing will be randomly conducted on participants by Probation Department staff
5. Program staff providing services will be trained in the practices of motivational interviewing and seeking safety and will utilize these practices when serving clients under this grant funded program.
6. Program staff will complete an Addiction Severity Index (ASI) Assessment on each client being served under this program.

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 a drug problem, and a stated desire to live a 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:
 - b. 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.

FINANCIAL ELIGIBILITY

Clients must meet program eligibility to receive services through this grant funded program.

Adult Drug Court Grant Program Requirements:

Drug Court Grant Program Extension of Services

Contractor may request from the designated BH Contract Monitor an extension of services of up to 30 days for any client enrolled in the programs who is in need of additional services.

Contractor will submit a Request for Reauthorization form via fax to designated BH staff for review and approval for extension of services (Refer to Exhibit L).

Drug Court Grant Program Reporting Requirements:

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

Drug Court Grant Program Monthly Progress Report

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

Drug Court Grant Program Hot Sheets

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

Drug Court Grant Program Monthly Statistics Report

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

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

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

GPRA Training, Data Collection and Input:

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

DESIGNATED CONTRACT MONITOR

Robert Jackson, AOD Program Manager

1441 Constitution Blvd.

Salinas, CA 93906

(831) 755-6367

PROGRAM 5: AB 109: RESIDENTIAL RECOVERY SERVICES

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 Narrative

The realignment of Criminal Justice and Rehabilitation programs from the State to the counties is detailed in Assembly Bill 109 (AB109). Under AB 109, those convicted of non-violent, non-serious or non-sex related offenses will no longer be sent to state prison but will instead be remanded to County control. Many of these offenders are in need of substance abuse treatment.

The COUNTY'S Behavioral Health Division will determine whether an AB109 residential treatment program is applicable to the offender. COUNTY's Behavioral Health Division will only refer and authorize women to this program who meet program standards.

CONTRACTOR is a "social model" Recovery Home for men. Residential service currently comprises four (4) "Guestroom" beds and thirty-four (34) beds in the Primary Recovery Program for a total of thirty-eight (38) 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.

All services provided to clients are bi-lingual Spanish/English, some of which will include: recovery planning, job training, 12-step meetings, finding a sponsor, individual counseling, Matrix group process, family groups, transportation to medical appointments.

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

- Outreach to potential residents and follow-up to former residents;
- Access to bed and personal area in a dorm setting;
- Resident government based on planned interaction and problem-solving;
- Consultation on recovery planning and ancillary needs;
- Scheduled Center meetings, meals, and transportation;
- Support to new residents providing opportunities bolster recovery; and

- Aid to the client, and, community by teaching new values for communal living.

Objectives

1. In FY 2012-13, Contractor will provide a maximum of 2,400 residential beds days and serve a minimum of 27 clients. A Residential Day is defined as a calendar day, which is marked as the client having control of the bed during an overnight period.
 In FY 2013-14, Contractor will provide a maximum of 2,400 residential beds days and serve a minimum of 27 clients. A Residential Day is defined as a calendar day, which is marked as the client having control of the bed during an overnight period.
 In FY 2014-15, Contractor will provide a maximum of 2,400 residential beds days and serve a minimum of 27 clients. A Residential Day is defined as a calendar day, which is marked as the client having 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.
4. Drug Testing will be randomly conducted on participants by Probation Department staff
5. Provide intake interviews within forty-eight (48) hours of the eligible AB 109 client's call for an appointment in collaboration with Monterey County Behavioral Health Division.
6. Program staff will complete an Addiction Severity Index (ASI) Assessment on each client being served under this program.
7. Program staff providing services will be trained in the practices of Motivational Interviewing (targeted for AB 109 clients), Seeking Safety (targeted for AB 109 clients), Trauma Informed Seeking Safety, and Assessment to Change: Effective Strategies for Serving Justice-Involved Consumers in Behavioral Health Services. Program Staff will utilize these practices when serving clients under this AB 109 funded program.
8. Program staff will adhere to CalOMS reporting requirements of AB 109 clients as delineated in ADP Bulletin 11-15-Referral Code for Post-Release Community Supervision (AB 109) clients in the California Outcome Measurement System-Treatment (CalOMS-Tx).

Criteria for Primary Recovery Service Delivery

1. Program participation is limited to AB 109 eligible clients.
2. To participate in the residential program, persons must be AB 109 eligible and have stated that they have a drug problem, and a stated desire to live a 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.

Financial Eligibility

Clients must meet program eligibility to receive services through this program.

Assessment and Referral

Individuals requesting admission to the AB 109 Outpatient 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 (Refer to Exhibit J of agreement).

Extension of Services

Contractor may request from the designated BH Contract Monitor an extension of services for any enrolled AB 109 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 L of original agreement).

Monthly Progress Report

To effectively track and coordinate client referrals and services, Contractor will submit a *monthly* progress report for each AB 109 client to the AB 109 Behavioral Health Staff.

Designated Contract Monitor

Lynn C. Maddock, JD. LCSW
1441 Constitution Blvd., Bldg 400
Salinas, CA 93906
(831) 796-1716

PROGRAM 6: AB 109: OUTPATIENT PROGRAM

Program Location

Outpatient Program
11 Peach St.
Salinas, CA 93901
(831) 753-6001

Program Description

The realignment of Criminal Justice and Rehabilitation programs from the State to the counties is detailed in Assembly Bill 109 (AB109). Under AB 109, those convicted of non-violent, non-serious or non-sex related offenses will no longer be sent to state prison but will instead be remanded to County control. Many of these offenders are in need of substance abuse treatment.

The COUNTY'S Behavioral Health Division will determine whether an AB109 outpatient treatment program is applicable to the offender. COUNTY'S Behavioral Health Division will only refer and authorize women to this program who meet program standards. COUNTY'S Behavioral Health Division will authorize referrals to this program that are in need of an outpatient treatment program. CONTRACTOR serves adult men and women over the age of 18 who are experiencing acute problems with alcohol and other drugs. CONTRACTOR maintains a special capability to work with individuals with co-occurring mood disorders, such as depression, anxiety, and PTSD.

In FYs 2012-15, CONTRACTOR will provide non-residential recovery education and support services for approximately 30 men and women referred to the AB 109 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, 6 individual sessions and 4 family sessions (optional) 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.

Service Objectives: Annually, CONTRACTOR will make available to COUNTY Behavioral Health Bureau the following units of service:

1.

| Program Services (FY's 2012-15) | Est. No. of Outpatient Sessions per FY |
|--|---|
| AB 109 Individual Counseling Sessions | 176 |
| AB 109 Group Counseling Sessions | 761 |
| AB 109 Family Sessions | 119 |

2. Provide weekly progress reports to authorized AB 109, Probation staff.

3. Program staff providing services will be trained in the practices of Motivational Interviewing (targeted for AB 109 clients), Seeking Safety (targeted for AB 109 clients), Trauma Informed Seeking Safety, and Assessment to Change: Effective Strategies for Serving Justice-Involved Consumers in Behavioral Health Services. Program Staff will utilize these practices when serving clients under this AB 109 funded program.
4. Program staff will adhere to CalOMS reporting requirements regarding AB 109 clients as described in ADP Bulletin 11-15-Referral Code for Post-Release Community Supervision (AB 109) clients in the California Outcome Measurement System-Treatment (CalOMS-Tx)
5. Program staff will complete an Addiction Severity Index (ASI) Assessment on each client being served under this program.

Assessment and Referral

Individuals requesting admission to the AB 109 Outpatient 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 (Refer to Exhibit J of agreement).

Extension of Services

Contractor may request from the designated BH Contract Monitor an extension of services for any enrolled AB 109 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 L of original agreement).

Monthly Progress Report

To effectively track and coordinate client referrals and services, Contractor will submit a *monthly* progress report for each AB 109 client to the AB 109 Behavioral Health Staff.

Designated Contract Monitor

Lynn C. Maddock, JD. LCSW
1441 Constitution Blvd., Bldng 400
Salinas, CA 93906
(831) 796-1716

PROGRAM 7: PREVENTION SERVICES (SOUTH COUNTY, PENINSULA and SALINAS REGIONS)

Program Locations

| | | |
|---|---|--|
| 1760 Fremont Blvd Suite E-1 Seaside, CA 93955 (831) 899-6577 | 2167 H- De La Rosa St. Soledad, CA 93960 (831) 385-0991 | 128 East Alisal St. Salinas, CA 93901 (831) 753-5150 |
|---|---|--|

Program Description

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

The Community Recovery and Resource Center (CRRC) is a non-residential community-based program providing services to persons affected by alcohol and/or other drug related problems. CRRC programs and services are based on the belief that alcohol and other drug problems result from the reciprocal interactions among individuals, families, the community and the social environment. Therefore, the following programs and services are offered at two (2) Community Recovery and Resource Centers described below.

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

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

Service Objectives:

Work plan strategies for the Peninsula Region will include:

- Reviewing Social Host laws and practices.
- Participating in an analysis of the methamphetamine issue with young adults.
- Impacting the concentrated number of liquor licenses in the city of Marina (as identified as one of the top three areas in the County in the SPF Plan).
- Participate on the Community Action Partnership collaborative, as well as, the Crime Prevention Officers Association of Monterey County.
- Provide Life Skills Training and Gateway Drug Training to parents and High schools, continuation schools and community school youth.
- STEPS program (Safe Teens Empowerment project of Seaside). Provide Gateway Drug and Life Skills training to Elementary and Middle Schools.

- Participate in decoy operations, “shoulder taps”, and DUI checkpoints, working with Monterey and Marina police, ABC and the Tobacco Free Monterey County Coalition.
- Present at Health Fairs, at local High Schools, Continuation Schools and Community Schools.

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

| Prevention Services (Peninsula Region) | Est. No. of Hours Per Year |
|---|-----------------------------------|
| FY 2012-13 | 4,998 |
| FY 2013-14 | 4,998 |
| FY 2014-15 | 4,998 |

Work plan Strategies for the South County Region will include:

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

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

| Prevention Services (South County Region) | Est. No. of Hours Per Year |
|--|-----------------------------------|
| FY 2012-13 | 5,651 |
| FY 2013-14 | 5,651 |
| FY 2014-15 | 5,651 |

Work plan Strategies for the Salinas Region will include:

- Sun Street Centers Prevention Staff will review Social Host laws in the cities of Salinas as well as Prescription Drug Abuse among young adults.
- We will be working on the concentrated number of liquor licenses in Salinas (as identified in the Monterey County SPF Plan)
- Provide Life Skills Training and Gateway Drugs training to Parents in Spanish and English and to youth in elementary, middle and high schools, as well as to youth in Continuation and Community Schools, and youth diversion programs.
- Provide State certified Responsible Beverage Service (RBS) to local servers and sellers.

- Provide Life Skills, and Gateway Drug trainings in all South County Cities from Soledad through Salinas.
- The Safe Teens Empowerment Project of Salinas will begin to learn strategies of Life Skills and Gateway Drug education, decoy and check point operations with law enforcement, and the use of media to change attitudes and behaviors.

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

| Prevention Services (Salinas Region) | Est. No. of Hours Per Year |
|--|-----------------------------------|
| FY 2013-14 (Beginning October 1, 2013-June 30, 2014) | 4,500 |
| FY 2014-15 | 6,500 |

AOD Prevention Requirements

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

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

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

Prevention will address the six CSAP strategies of prevention and provide primary prevention services as outlined in federal regulations:

Six CSAP Strategies

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

- **Information Dissemination** provides awareness and knowledge of the nature and extent of substance use, abuse, and addiction and their effects on individuals, families, and communities. It is one-way communication from a source to an audience, with limited contact between the two (e.g., printed materials, websites).
- **Education** is two-way communication between an educator/facilitator and the participants (e.g., classroom curriculum). Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis, and systematic judgment abilities.
- **Alternative Activities** provide opportunities to participate in activities that exclude substance use. The assumption is that constructive and healthy activities offset the attraction to alcohol and drugs and, therefore, minimize their use.

• **Problem Identification and Referral** involves identifying those who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education. This strategy does not include any activity designed to diagnose if a person is in need of treatment.

• **Community-Based Process** aims to enhance the ability of the community to more effectively provide prevention and treatment services for substance abuse disorders. Activities in this strategy include organizing, planning, enhancing efficiency and effectiveness of services implementation, interagency collaboration, coalition building, and networking.

• **Environmental strategies** establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of substance abuse in the general population. This strategy is divided into two subcategories to permit distinction between activities that center on legal and regulatory initiatives and those that relate to the service and action-oriented initiatives.

Outcomes and Evaluation:

Sun Street Center will provide data, including progress and outcomes on prevention goals and objectives to the County as outlined in their work plan and as requested and/or required to meet ADP/CalOMS data reporting requirements.

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

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

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

DESIGNATED CONTRACT MONITOR

Rose Moreno, MPA
Managemen Analyst III
1270 Natividad Road
Salinas,CA 93906
(831) 755-4716

PROGRAM 8: OUTREACH AND ENGAGEMENT (HOMELESS POPULATION IN SALINAS)

Program Location

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

Program Narrative

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

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

| Prevention Services (Peninsula Region) | Est. No. of Hours Per Year |
|---|-----------------------------------|
| FY 2013-14 | 412 |
| FY 2014-15 | 412 |

Program Goals

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

Population/Catchment Area to be Served

Homeless Individuals in the Salinas Area.

Legal Status

Voluntary

Reporting Requirements

CONTRACTOR will meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and project outcomes. CONTRACTOR will be required to report

outcomes data regularly to COUNTY according to the requirements set forth by the Department of Health, Behavioral Health Bureau.

Designated Contract Monitor

Lynn C. Maddock, JD. LCSW

1441 Constitution Blvd., Bldng 400

Salinas, CA 93906

(831) 796-1716

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 2009" until such time new Perinatal Services Network Guidelines are established and adopted.

Debarment and Suspensions

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

**AMENDMENT NO. 3 TO EXHIBIT B
SUN STREET CENTERS
PAYMENT BY THE COUNTY**

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. 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, 2, 7 and 8, CONTRACTOR shall bill COUNTY one- twelfth of the annual amount, monthly, in advance, on the Monthly Service Level Report and Exhibit C. For Residential Programs, 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 Programs 3, 4, 5 and 6 Outpatient Indigent, DSES and AB109 as well as Residential Treatment funded by Drug Court and AB109 funds, shall be invoiced to COUNTY in arrears and on a monthly basis.
 - C. 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 Number and Title | FY 2012-14 Contracted Units of Service (Per Yr.) | FY 2014-15 Contracted Units of Service (Per Yr.) | FY 2012-13 Rate (Per Yr.) | FY 2013-14 Rate (Per Yr.) | FY 2014-15 Rate Total* | FY 2012-13 Program Total* | FY 2013-14 Program Total* | FY 2014-15 Program Total* | |
|--|--|--|---------------------------------|---------------------------------|------------------------------|---------------------------------|---------------------------------|---------------------------------|-------------|
| 1 Residential Recovery Home | 7,787 | 7,787 | \$58.50 | \$60.84 | \$63.27 | \$455,571 | \$473,762 | \$492,684 | |
| 2 Pueblo Del Mar | 6,021 | 6,021 | | | | \$117,000 | \$121,685 | \$126,552 | |
| 3 Indigent Parenting Outpatient Individual Counseling | 587 | 587 | \$60.56 | \$62.98 | \$67.38 | \$35,570 | \$36,970 | \$39,553 | |
| 3 Indigent Parenting Outpatient Group Counseling | 4,609 | 4,609 | \$25.74 | \$26.77 | \$26.23 | \$118,661 | \$123,383 | \$120,895 | |
| 3 DSES Outpatient Individual Counseling | 251 | 251 | \$60.56 | \$62.98 | \$67.38 | \$15,212 | \$15,808 | \$16,913 | |
| 3 DSES Outpatient Group Counseling | 945 | 945 | \$25.74 | \$26.77 | \$26.23 | \$24,318 | \$25,298 | \$24,788 | |
| 4 Drug Court Grant-Residential Program thru 09/30/2014 | 1,022 | 85 | \$58.50 | \$60.84 | \$63.27 | \$59,787 | \$62,179 | \$5,378 | |
| 5 AB 109 Residential Program | 2,400 | 2,400 | \$58.50 | \$60.84 | \$63.27 | \$140,400 | \$146,016 | \$151,848 | |
| 6 AB 109 Outpatient Individual Sessions | 176 | 176 | \$60.56 | \$62.98 | \$67.38 | \$10,647 | \$11,085 | \$11,859 | |
| 6 AB 109 Outpatient Group Sessions | 761 | 761 | \$25.74 | \$26.77 | \$26.23 | \$19,601 | \$20,372 | \$19,962 | |
| 6 AB 109 Outpatient Family Sessions | 119 | 119 | \$60.00 | \$62.40 | \$64.90 | \$7,200 | \$7,426 | \$7,724 | |
| 7 Prevention (Peninsula Region) | 4,998 | 4,998 | N/A | N/A | N/A | \$105,318 | \$109,531 | \$113,912 | |
| 7 Prevention (South County) | 5,651 | 5,651 | N/A | N/A | N/A | \$119,076 | \$123,839 | \$128,793 | |
| 7 Prevention (Salinas) | 4,875 | 6,500 | N/A | N/A | N/A | | \$102,716 | \$136,955 | |
| 8 Outreach and Engagement (Homeless Population in Salinas) | N/A | N/A | N/A | N/A | N/A | | \$25,000 | \$25,000 | |
| * Displayed amounts are rounded | | | | | | | | | |
| Sub-Total | | | | | | | \$1,228,361 | \$1,405,069 | \$1,422,816 |

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.

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 **\$4,056,246** for services rendered under this Agreement.

| SUN STREET CENTERS: AOD Agreement FYs 2012-15 | |
|--|---------------------|
| FY 2012-13 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT | \$ 1,228,361 |
| FY 2013-14 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT | \$ 1,405,069 |
| FY 2014-15 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT | \$ 1,422,816 |
| TOTAL AGREEMENT MAXIMUM LIABILITY | \$ 4,056,246 |

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 separate monthly claim, Exhibit C, and any additional documentation required by COUNTY for each program detailing services via mail or email to:

Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Road
Salinas, CA 93906
Email: MCHDBHFinance@co.monterey.ca.us
ATTN: Accounts Payable

**AMENDMENT NO. 3 TO EXHIBIT F
SUN STREET CENTERS
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”), effective **July 1, 2014** (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **SUN STREET CENTERS** (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“E PHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. Definitions

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. Permitted Uses And Disclosures Of PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or

disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and 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 the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. Responsibilities Of The Parties With Respect To PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 **Additional Responsibilities of Business Associate with Respect to EPHI.** In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 **Responsibilities of Covered Entity.** Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity

pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. Terms And Termination

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. Miscellaneous

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A

waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Sun Street Centers
11 Peach Drive, Salinas, CA 93906
Attn: Anna Foglia, Executive Director
Tel: (831) 753-5135

If to Covered Entity, to:

Monterey County Health Department/Behavioral Health Bureau
1270 Natividad Road, Salinas, CA 93906
Attn: Wayne W. Clark, Ph.D., Behavioral Health Director
Tel: (831) 755-4509
Fax: (831) 755-4980

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.


5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any

indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

SUN STREET CENTERS

**COUNTY OF MONTEREY, ON BEHALF OF
THE HEALTH DEPARTMENT**

By: 
Print Name: Anna Foglia
Print Title: CEO
Date: 2/18/15

By: _____
Print Name: Ray Bullick
Print Title: Director of Health
Date: _____