

A-13209
Agreement Number

June 30, 2019
Termination Date

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

COUNTY Department Contract Representative
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 VALLEY HEALTH ASSOCIATES, 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

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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: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY
- EXHIBIT G: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT H: COMPLIANCE WITH STATE ALCOHOL AND DRUG PROGRAM REGULATIONS
- EXHIBIT I: STANDARDS FOR THE OPERATION OF CERTIFIED DRUG DIVERSION PROGRAMS
- EXHIBIT J: REQUIREMENTS TO ENSURE ACCESS TO SERVICES FOR PERSONS WITH DISABILITIES PER ADP BULLETIN ISSUE NO. 09-05
- EXHIBIT K: DTC INITIAL AUTHORIZATION FORM
- EXHIBIT L: WEEKLY PROGRESS REPORT FORM
- EXHIBIT M: RE-AUTHORIZATION FORM

5. TERM OF AGREEMENT AND TERMINATION

5.1 The term of this Agreement shall commence on July 1, 2016 and shall continue in full force, effect to, and including June 30, 2019. 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/Medical 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/Medical certification and CONTRACTOR is expelled or suspended from Drug/Medical 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

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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 Contractors, 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

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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 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

Amie Miller, Psy.D, MFT
Behavioral Health Director
Department of Health, Behavioral Health Bureau
1270 Natividad Road.
Salinas, CA 93906
(831) 755-4580

CONTRACTOR

Norma Jaramillo
Executive Director
Valley Health Associates
338 Monterey St.
Salinas, CA 93901
(831) 424-6655

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

Valley Health Associates
Alcohol and/or Drug Service Contract
FY 2016-2019

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

By: _____
Contracts/Purchasing Manager

Date: _____

By: *[Signature]*
Director of Health

Date: 07/14/2016

APPROVED AS TO FORM

By: *[Signature]*
Stacy L. Saetta, Deputy County Counsel

Date: 6-9-16

APPROVED AS TO FISCAL PROVISIONS¹

By: *[Signature]*
Gary Giboney, Auditor/Controller

Date: 6/10/16

APPROVED AS TO LIABILITY PROVISIONS²

By: _____
Steven Mauck, Risk Management

Date: _____

VALLEY HEALTH ASSOCIATES

Contractor's Business Name*

By: *[Signature]*
Norma Jaramillo, Executive Director

Date: 6/6/16

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

Date: 6/6/16

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

¹Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

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

EXHIBIT A: PROGRAM DESCRIPTION

PROGRAM 1 – NARCOTIC MAINTENANCE

Program Location

338 Monterey Street
Salinas, CA 93901

Program Hours

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

Program Description

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

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

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

Target Population

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

Service Objectives

Valley Health Associates
Alcohol and/or Drug Service Contract
FY 2016-2019

1. Operate and maintain a State licensed narcotic maintenance treatment program in accordance with all applicable State and Federal laws.
2. Provide the estimated Narcotic Treatment Program (NTP) units of service as specified in the table below to those individuals continuously enrolled in the program.

| Program 1 | FY 2016-17 | FY 2017-18 | FY 2018-19 |
|---------------------------------|-------------------|-------------------|-------------------|
| NTP Methadone Dosing (DMC) | 31,025 | 31,025 | 31,025 |
| NTP Individual Counseling (DMC) | 20,400 | 20,400 | 20,400 |
| NTP Group Counseling (DMC) | 4,080 | 4,080 | 4,080 |

Target Population

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

Service Objectives

1. Operate and maintain a State licensed narcotic maintenance treatment program in accordance with all applicable State and Federal laws.
2. Provide the estimated NTP units of service as specified in the table below to those individuals continuously enrolled in the program.

| Program 1 | FY 2016-17 | FY 2017-18 | FY 2018-19 |
|------------------------------------|-------------------|-------------------|-------------------|
| NTP Methadone Dosing (AB 109) | 5,475 | 5,475 | 5,475 |
| NTP Individual Counseling (AB 109) | 3,600 | 3,600 | 3,600 |
| NTP Group Counseling (AB 109) | 720 | 720 | 720 |

Admission Criteria

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

Designated Contract Monitor

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

PROGRAM 2 – OUTPATIENT DRUG FREE PROGRAM

Program Location

338 Monterey Street
Salinas, CA

Program Hours

1. Office Hours: Monday through Thursday 9:00 a.m. to 3:30 p.m.,
Friday 9:00 a.m. to 12:00 p.m. (noon).
2. Group Sessions: Monday through Thursday 5:20 p.m. to 7:00 p.m.
3. Intake Hours: Monday through Friday by appointment

Program Description

CONTRACTOR operates a three month outpatient treatment program for men and women who are defendants and/or Drug Medi-Cal eligible individuals with significant alcohol and/or drug problems that necessitate outpatient services to initiate and maintain abstinence from the use of alcohol and other drugs. The outpatient drug-free program offers both State-certified Drug/Medi-Cal and Non Drug/Medi-Cal services and operates in accordance with applicable State and Federal laws. CONTRACTOR shall offer the following outpatient services to eligible program participants based on the assessment and treatment needs of each client:

- Orientation
- Assessment and treatment planning;
- Weekly education sessions;
- 6 Individual counseling sessions;
- 32 Group sessions (90 minutes each);
- Relapse prevention;
- Drug screening;
- Treatment and Discharge planning;
- Case management;
- 12-Step meetings;
- Information/referrals for obtaining health, social, vocation and other community services;
and
- Exit/recovery planning.

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

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

Target Population

County of Monterey residents, men and/or women. Each applicant for outpatient treatment services is appropriately screened for eligibility based on meeting stated admission criteria. Access to the program for AB 109 eligible women and men will be by referral by COUNTY Behavior Bureau

Valley Health Associates
Alcohol and/or Drug Service Contract
FY 2016-2019

assessment staff.

Service Objectives

1. Operate and maintain a state certified outpatient drug free program in accordance with applicable State and Federal laws.
2. Program staff providing services will be trained in the practices of motivational interviewing and seeking safety and will utilize these practices when serving clients under this grant funded program.
3. Program staff will complete an Addiction Severity Index (ASI) Assessment on each client being served under this program.
4. Provide structured outpatient treatment services to a minimum of 60 clients. Provide weekly progress reports to authorized AB 109, Probation staff (Refer to Exhibit L of original agreement).
5. Contractor will provide the following estimated outpatient sessions to Drug/Medi-Cal eligible clients for FY 2016-19.

| Program 2 | FY 2016-17 | FY 2017-18 | FY 2018-19 |
|--|-------------------|-------------------|-------------------|
| Outpatient Individual Counseling (DMC) | 300 | 300 | 300 |
| Outpatient Group Counseling (DMC) | 1,600 | 1,600 | 1,600 |

Contractor will provide the following estimated outpatient sessions to continuously enrolled Non-Drug/Medi-Cal eligible clients for FY 2016-19.

| Program 2 | FY 2016-17 | FY 2017-18 | FY 2018-19 |
|---|-------------------|-------------------|-------------------|
| Outpatient Individual Counseling (AB 109) | 60 | 60 | 60 |
| Outpatient Group Counseling (AB 109) | 320 | 320 | 320 |

Admission Criteria

All admissions are referred by the Monterey County Behavioral Health Bureau. All referents must meet the following additional admission criteria:

1. Be over the age of 18; and
2. Have a substance abuse disorder that necessitates outpatient treatment; and
3. Be medically and psychiatrically stable and able to participate in an active program counseling, education, and other recovery activities; and
4. Demonstrate the motivation and willingness to follow all program rules and expectations.

Assessment and Referral

Individuals requesting admission to the Outpatient Program (AB 109) must have an assessment completed by the Behavioral Health Bureau Assessment staff. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Bureau assessment staff who will provide an Initial Authorization Form (See Exhibit K). CONTRACTOR may complete an assessment for self-referred clients who are Drug Medi-Cal (DMC) eligible requesting admission to the Outpatient Program.

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 M).

Designated Contract Monitor

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

PROGRAM 3 – OUTPATIENT PROGRAM –DRUG DIVERSION

Program Location

338 Monterey Street
Salinas, CA

411 Center Street
Gonzales, CA
(Monterey County Office)

Program Hours

1. Office Hours:

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

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

3. Intake Hours (Salinas Office): Monday through Friday by appointment

Program Description

CONTRACTOR provides a certified drug diversion program as regulated by COUNTY standards of operations as detailed in Exhibit I. CONTRACTOR operates a two level program.

Level I is a sixteen (16) week program requiring the client to:

- Complete an orientation;
- Attend twelve (12) group counseling sessions;
- Attend three (3) individual counseling sessions;
- Agree to undergo and authorize a minimum of four (4) random drug screenings;
- Attend an exit interview upon completion of the program; and;
- Attend 12-Step meetings.

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

Level II is a twenty-one (21) week program requiring the client to:

- Participate in an Intake Session
- Attend twelve (12) group counseling sessions;
- Attend eight (8) individual counseling sessions;
- Attend four (4) family counseling sessions;
- Agree to undergo and authorize a minimum three (3) random drug screenings;
- Attend an Exit Interview upon completion of the program, and;
- Attend 12-Step meetings.

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

Target Population

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

Service Objectives

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

Admission Criteria

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. Non-residential locations are handicapped accessible. Visually and hearing impaired participants are welcome and interpreters will be utilized as needed. For each individual participant, including family members or significant others:

- Involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation.
- All participation shall be voluntary.
- All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program.
- No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others.

Fees

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

Designated Contract Monitor

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

PERINATAL, CalOMS DATA AND CalOMS PREVENTION PROGRAM REQUIREMENTS:

Contractors providing alcohol and drug treatment and/or prevention services shall fully participate in the California Outcome Measurement System (CalOMS) data collection and submission process and shall meet the timelines as established by the County.

Contractors providing Perinatal Program services shall comply with the requirements for perinatal programs as contained in "Perinatal Services Network Guidelines 2014."

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.

EXHIBIT B: PAYMENT PROVISIONS

PAYMENT TYPE

Cost Reimbursed up to the Maximum Contract Amount.

PAYMENT CONDITIONS

- A. COUNTY shall pay CONTRACTOR for services rendered under this Agreement; such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY's maximum liability under this Agreement.
- B. If for any reason this Agreement is canceled, COUNTY's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed below.
- C. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Cost Report or audit report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any Federal, State or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.
- D. **Prohibition on Duplicate Billing**
In no event shall CONTRACTOR bill COUNTY for a portion of service costs for which CONTRACTOR has been or will be reimbursed from other contracts, grants or sources.
- E. **Timeliness for Claim Submission**
In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as may be required by the County of Monterey, Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on a form acceptable to COUNTY so as to reach the Behavioral Health Bureau no later than the 30th day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services. Invoices for June services shall reach Behavioral Health by July 15th.
- F. **Certification and Payment of Claim by COUNTY**
COUNTY shall promptly certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement. COUNTY will compare the CONTRACTOR claimed amount against the COUNTY authorized amount by mode, service function, fund source and number of units of service. COUNTY shall then submit such certified claim to the COUNTY Auditor. The Auditor shall pay the claim in the amount certified by COUNTY within 30 days.
- G. **Disputed Payment Amount**
If COUNTY certifies for payment a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for the modification. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the COUNTY's notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually

acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

H. Cost Control:

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

Non-Drug/Medi-Cal

1. COUNTY shall pay CONTRACTOR for services rendered to eligible participants, which fall within the general services described in Exhibit A. The rate for Non-Drug/Medi-Cal client services shall be a negotiated rate based upon the estimated cost and units of services. At the end of each fiscal year, COUNTY shall make an adjustment for actual cost in accordance with the procedures set forth in Section 16 of this Agreement.
2. Subject to the cost adjustment described in Section 16, COUNTY shall compensate CONTRACTOR in the following manner:
 - a. For Narcotic Maintenance services, CONTRACTOR shall bill County based on the number of doses, individual and group units of service (in 10 minute increments) multiplied by the negotiated rate on Exhibit C, attached to other supporting documentation required by County for Payment. Billings shall be submitted to COUNTY promptly after the close of each calendar month, as required in the County Alcohol and Drug Reporting Guidelines.
 - b. For outpatient services, CONTRACTOR shall bill COUNTY based on the number of individual and group units multiplied by the negotiated rate on Exhibit C, attached to other supporting documentation required by COUNTY for payment.
 - c. COUNTY shall pay the CONTRACTOR the following negotiated rates:

| Program | | FY 2016-17 | | | FY 2017-18 | | | FY 2018-19 | | |
|--------------------------------|---|-------------------|------------|------------------|-------------------|------------------|----------|-------------------|------------|------------------|
| | | Est. Units per FY | Est. Rates | FY Total | Est. Units per FY | Est. Rates | FY Total | Est. Units per FY | Est. Rates | FY Total |
| 1 | NTP Methadone Dosing (AB 109) | 5,475 | \$11.44 | \$62,634 | 5,475 | \$11.44 | \$62,634 | 5,475 | \$11.44 | \$62,634 |
| 1 | NTP Individual Counseling (AB 109) | 3,600 | \$13.39 | \$48,204 | 3,600 | \$13.39 | \$48,204 | 3,600 | \$13.39 | \$48,204 |
| 1 | NTP Group Counseling (AB 109) | 720 | \$3.02 | \$2,175 | 720 | \$3.02 | \$2,175 | 720 | \$3.02 | \$2,175 |
| 2 | Outpatient Individual Counseling (AB 109) | 60 | \$66.93 | \$4,016 | 60 | \$66.93 | \$4,016 | 60 | \$66.93 | \$4,016 |
| 2 | Outpatient Group Counseling (AB 109) | 320 | \$27.14 | \$8,685 | 320 | \$27.14 | \$8,685 | 320 | \$27.14 | \$8,685 |
| Total Non-Drug/Medi-Cal | | | | \$125,714 | | \$125,714 | | | | \$125,714 |

- d. The COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by the annual Cost Report or audit report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any State, Federal, or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.

Drug/Medi-Cal

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

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

| Program | | FY 2016-17 | | | FY 2017-18 | | | FY 2018-19 | | |
|----------------------------|--|-------------------|------------|------------------|-------------------|------------------|-----------|-------------------|------------|------------------|
| | | Est. Units per FY | Est. Rates | FY Total | Est. Units per FY | Est. Rates | FY Total | Est. Units per FY | Est. Rates | FY Total |
| 1 | NTP Methadone Dosing (DMC) | 31,025 | \$11.44 | \$354,926 | 31,025 | \$11.44 | \$354,926 | 31,025 | \$11.44 | \$354,926 |
| 1 | NTP Individual Counseling (DMC) | 20,400 | \$13.39 | \$273,156 | 20,400 | \$13.39 | \$273,156 | 20,400 | \$13.39 | \$273,156 |
| 1 | NTP Group Counseling (DMC) | 4,080 | \$3.02 | \$12,322 | 4,080 | \$3.02 | \$12,322 | 4,080 | \$3.02 | \$12,322 |
| 2 | Outpatient Individual Counseling (DMC) | 300 | \$66.93 | \$20,079 | 300 | \$66.93 | \$20,079 | 300 | \$66.93 | \$20,079 |
| 2 | Outpatient Group Counseling (DMC) | 1,600 | \$27.14 | \$43,424 | 1,600 | \$27.14 | \$43,424 | 1,600 | \$27.14 | \$43,424 |
| Total Drug/Medi-Cal | | | | \$703,907 | | \$703,907 | | | | \$703,907 |

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

If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for it. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after CONTRACTOR's receipt of COUNTY's notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person. Any costs incurred for dispute resolution will be split evenly between CONTRACTOR and COUNTY.

Drug Diversion

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

| DRUG DIVERSION PROGRAM FEE STRUCTURE | | |
|---|--|--|
| <i>LEVEL I PROGRAM</i> | | |
| SERVICES | FEES | DESCRIPTION |
| Orientation | \$70.00 | <ul style="list-style-type: none"> • Completion of forms in a group setting. • Assessment appt. made • Note: Orientation occurring each Wednesday of the month at 12:45 pm – referral by the court. |
| Assessment | \$85.00 | <ul style="list-style-type: none"> • Individual Session w/Therapist for 60 mins. • Treatment Plan • Urinalysis • Payment plan created • Scheduled group session • Note: There is a fee of \$15 for a missed assessment appt. and it will only be rescheduled once. Orientation and assessment fee (\$155.00) must be paid in full before treatment begins. |
| Group and Individual Counseling | Paid Weekly for 16 Weeks <ul style="list-style-type: none"> • 12 Group Sessions \$35 each = \$420 • 3 Individual Sessions \$85 each = \$255.00 • 4 Urinalysis Tests \$50 each = \$200.00 • 1 Exit Interview \$85 .00 • County fee = \$50.00 | <ul style="list-style-type: none"> • If client does not have payment, then client will not have a session. • An absence will incur a \$15 fee regardless of advance notice. If the client is absent more than two times than they will be terminated without notice. • If the client is terminated then reinstated by the court, they will need to start over with an orientation session. • County fee will only be collected at time of completion |
| Total Level I Program Fees | \$1,165.00 | The \$50 dollar County fee included in total cost of Level I program fees. |
| <i>If the Client tests positive on the urinalysis on more than one occasion, they will need to complete Level I and then they will be given the option to enroll in Level II or return to the court for further orders.</i> | | |

| LEVEL II PROGRAM | | |
|-----------------------------|--|--|
| SERVICES | FEES | DESCRIPTION |
| Intake/ Assessment | \$ 85.00 | <ul style="list-style-type: none"> Individual therapy session for 60 mins. Treatment plan Schedule next session Note: There is a fee of \$15 for a missed assessment appt and it will only be rescheduled once. |
| Individual Sessions | Paid weekly for 21 weeks <ul style="list-style-type: none"> 12 Group Sessions \$35 each = \$420.00 8 Individual Sessions \$85 each = \$680.00 OR <ul style="list-style-type: none"> 4 Family Session \$170 each = \$680.00 3 Urinalysis Tests \$50 each = \$150.00 1 Exit Interview \$85.00 County fee = \$50.00 | <ul style="list-style-type: none"> If client does not have payment, then client will not have a session. An absence will incur a \$15 fee regardless of advance notice. If the client is absent more than two times than they will be terminated without notice. The client will be terminated from Level II if they test positive once on the urinalysis. If the client is terminated then reinstated by the court, they will need to start over with an intake session. <ul style="list-style-type: none"> County fee will only be collected at time of completion |
| Total Level II Program Fees | \$1,470.00 | The \$50 dollar County included in total cost of Level II Program fees. |

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

MAXIMUM OBLIGATION OF THE COUNTY

- Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$2,488,863** or services rendered under this Agreement.

B. Funding source and estimated amounts per Fiscal Year.
 The County retains the right to adjust the funding sources as may be required.

| Fiscal Year 2016-2019 | | | | | | | | | | |
|------------------------|--|--|-------------------|------------------|---|--|--|-------------------|-----------------------------------|------------------|
| Program Number | Program | Avatar Program Name | Avatar Program ID | Contract | Federal Substance Abuse Prevention & Treatment (SAPT) Block Grant | Drug Medi-Cal (Combination of Federal Financial Participation (FFP) and required match (%) varies based on Aid Code). Behavioral Health Sub-Account funds are used for the match.) | State Funds- Behavioral Health Sub-Account | State AB109 Funds | Other Non-State/Non-Federal Funds | TOTAL |
| 1 | NTP Methadone Dosing (AB109) | ZADP Valley Health Narcotic AB109 | Z99NMMAB109 | \$62,634 | | | | \$62,634 | | \$62,634 |
| 1 | NTP Individual Counseling (AB109) | ZADP Valley Health Narcotic AB109 | Z99NMMAB109 | \$48,204 | | | | \$48,204 | | \$48,204 |
| 1 | NTP Group Counseling (AB109) | ZADP Valley Health Narcotic AB109 | Z99NMMAB109 | \$2,175 | | | | \$2,175 | | \$2,175 |
| 2 | Outpatient Individual Counseling (AB109) | To be requested (new contracted services 7/1/16) | | \$4,016 | | | | \$4,016 | | \$4,016 |
| 2 | Outpatient Group Counseling (AB109) | To be requested (new contracted services 7/1/16) | | \$8,685 | | | | \$8,685 | | \$8,685 |
| | Subtotal | | | \$125,714 | | | | \$125,714 | | \$125,714 |
| Drug Medi-Cal Programs | | | | | | | | | | |
| 1 | NTP Methadone Dosing (DMC) | ZADP Valley Health Narcotic | Z99NM | \$354,926 | | \$354,926 | | | | \$354,926 |
| 1 | NTP Individual Counseling (DMC) | ZADP Valley Health Narcotic | Z99NM | \$273,156 | | \$273,156 | | | | \$273,156 |
| 1 | NTP Group Counseling (DMC) | ZADP Valley Health Narcotic | Z99NM | \$12,322 | | \$12,322 | | | | \$12,322 |
| 2 | Outpatient Individual Counseling (DMC) | To be requested (new contracted services 7/1/16) | | \$20,079 | | \$20,079 | | | | \$20,079 |
| 2 | Outpatient Group Counseling (DMC) | To be requested (new contracted services 7/1/16) | | \$43,424 | | \$43,424 | | | | \$43,424 |
| | Subtotal | | | \$703,907 | | \$703,907 | | | | \$703,907 |
| | Grand Total | | | \$829,621 | \$0 | \$703,907 | \$0 | \$125,714 | \$0 | \$829,621 |

B. Maximum Annual Liability

| FISCAL YEAR LIABILITY | AMOUNT |
|--|--------------------|
| FY 2016-2017 | \$829,621 |
| FY 2017-2018 | \$829,621 |
| FY 2018-2019 | \$829,621 |
| TOTAL AGREEMENT MAXIMUM LIABILITY | \$2,488,863 |

- C. COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY's maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. 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.
- F. Service Charge Entry, Admission and Discharges. The contractor will be responsible for entering into the AVATAR system, within 72 hours of occurrence, CalOMS Admission and Discharges and entering services provided.

PAYMENT METHOD

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

Or via U.S mail to:

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

EXHIBIT C:

Cost Reimbursement Invoice Form
COUNTY OF MONTEREY, Behavioral Health Bureau

| | | | |
|---|--------------------------------|-----------------|--|
| Contractor: Valley Health Associates | Contract Number: | Fiscal Year: | |
| Program: | County PO No.: | Invoice Period: | |
| Address Line 1: 338 Monterey Street | | | |
| Address Line 2: Salinas, California 95901 | | | |
| Tel. No.: 831 424-6655 | | | |
| Fax No.: | | | |
| Contract Term: July 1, 2016 thru June 30, 2019 | Final Invoices: (Check if Yes) | | |
| BH Division: Alcohol and Drug Programs | | | |
| BH Control Number: | | | |

| Service Description | Reporting Unit | SFC | Procedure Code | Rate of Reimb. per Unit | Total Contracted Units of Service | Units of Service Delivered this Period | Total Units of Service Delivered as of Last Period | Units of Service Delivered to Date | % Delivered to Date of Contracted UOS | Remaining Deliverables | % of Remaining Deliverables | Total Contract Amount * | Dollar Amount Requested this Period | Dollar Amount Requested to Date * | Dollar Amount Remaining * | % of Total Contract Amount |
|------------------------------|----------------|-----|----------------|-------------------------|-----------------------------------|--|--|------------------------------------|---------------------------------------|------------------------|-----------------------------|-------------------------|-------------------------------------|-----------------------------------|---------------------------|----------------------------|
| TOTALS | | | | | | | | | | | | | | | | |
| * May differ due to rounding | | | | | | | | | | | | | | | | |

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Title: _____ Staff available for questions: _____
 Date: _____ Staff Telephone Number: _____
 Date: _____ Staff Email address: _____

COUNTY CERTIFICATION

| | |
|---|---|
| Behavioral Health Claims Section 1270 Natividad Road, Suite 107-108 Salinas, California 95906 | Behavioral Health Authorization for Payment Authorized Signatory Date |
|---|---|

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.

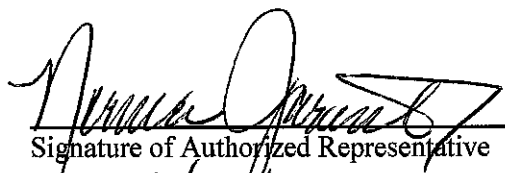
Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose 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

6/16/16

Date

Valley Health Associates

Business Name of Contractor

Norma Jaramillo

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.

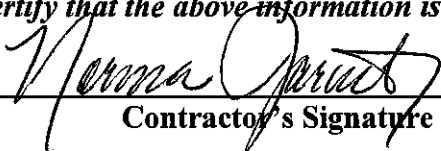
CONTRACTOR: (Please check A or B)

- 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: | | Valley Health Associates | |
| Name of Contractor's Designee: | | Norma Jaramillo | |
| Title of Designee: | | Executive Director | |
| Street: 338 Monterey St. | | | |
| City: Salinas | State: CA | Zip: 93901 | |
| IRS Employer Identification Number: | | 77-0297577 | |

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

By 
Contractor's Signature

6/6/16
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/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

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

Collaboration

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

Access

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

Cultural Competent Services:

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

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

Definitions for Cultural Competency

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

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

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

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

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

(Cross, Bazron, Dennis & Issacs, 1989)

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

(Randall David, 1994)

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

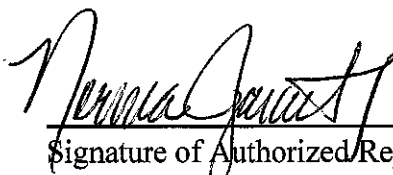
1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American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

providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

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

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

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



Signature of Authorized Representative

6/16/14

Date

Valley Health Associates

Business Name of Contractor

Norma Jaramillo

Name of Authorized Representative (printed)

Executive Director

Title of Authorized Representative

EXHIBIT G: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective **July 1, 2016** (“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 **Valley Health Associates** (“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 CMIA;

(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:
Valley Health Associates
338 Monterey Street, Salinas, CA 93901
Attn: Norma Jaramillo, Executive Director

Tel: (831) 424-6655

If to Covered Entity, to:

Monterey County Health Department/Behavioral Health Bureau
1270 Natividad Road, Salinas, CA 93906
Attn: Amie Miller, Psy. D, MFT, 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.

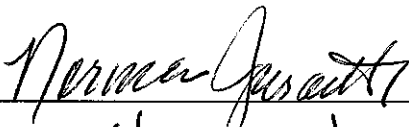
5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule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

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

**[BUSINESS ASSOCIATE]
VALLEY HEALTH ASSOCIATES**

By: 
Print Name: Elsa Jimenez
Print Title: Director of Health
Date: 07/14/2016

By: 
Print Name: Norma Jaramilla
Print Title: Executive Director
Date: 6/6/16

BAA- Health Department Revised 12/12/2014

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.

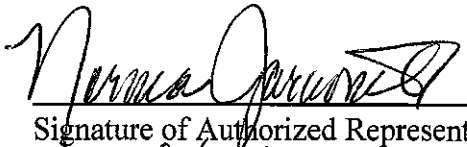
9. Force Majeure

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.



Signature of Authorized Representative

6/6/16

Date

Valley Health Associates

Business Name of Contractor

Norma Jaramillo

Name of Authorized Representative (printed)

Executive Director

Title of Authorized Representative

EXHIBIT I:
STANDARDS FOR THE OPERATION OF CERTIFIED DRUG DIVERSION PROGRAMS

COUNTY OF MONTEREY
STANDARDS FOR THE OPERATION OF
CERTIFIED DRUG DIVERSION PROGRAMS
FOR
VALLEY HEALTH ASSOCIATES

JULY, 1, 2007

Prepared by:
Monterey County Department of Health
Behavioral Health Division Alcohol and Drug Programs
1270 Natividad Rd.
Salinas, CA 93906
(408) 755-4510

STANDARDS FOR THE OPERATION OF CERTIFIED DRUG DIVERSION PROGRAMS

I. INTRODUCTION

This document establishes the Standards for the Operation of Certified Drug Diversion Programs (Standards) as minimum standards for the operation of drug diversion services by Providers in Monterey County in compliance with SB 1369, Chapter 1132. The Monterey County Health Department Behavioral Health Division Alcohol and Drug Programs (County) will only certify Providers that meet these standards. These Standards are based on SB 1369, Chapter 1132, approved by the California Legislature on September 30, 1996, revised portions of the Penal Code (amending Sections 1000, 1000.1, 1000.2, and 1000.3 and to amend, renumber, and add Section 1000.5 of the Penal Code, relating to drug abuse. Existing law provides for the County Drug Program Services Manager to administer and monitor the County drug programs. This bill requires the County Drug Program Services Manager to implement a certification procedure for drug diversion Providers. Drug diversion services offer clients two primary opportunities:

- A. Avoidance of criminal sanctions with successful program completion, and
- B. Education and counseling to support examination of drug use behavior in order to reduce or eliminate further problems with illicit drugs. Clients may be at the stage of experimenting with illicit drugs, or be far along the progression of addiction. Diversion services can be effective means both to curtail drug experimentation and to bring addicts into recovery.

II. OVERVIEW OF THE MONTEREY COUNTY DRUG DIVERSION PROGRAM

- A. In Monterey County, the Courts may grant drug diversion, at the defendant's request through defendant's attorney. The district attorney determines whether or not drug diversion is applicable to the defendant and advises the defendant and defendant's attorney of that determination.
- B. Certified Providers, as defined by these Standards, currently operate drug diversion programs in the locations indicated on Exhibit A of the Agreement. The program is two tiered, with Level I being a four (4) month program consisting often (10) hours of education and ten (10) hours of group sessions, a minimum of four (4) random drug screenings and a minimum of three (3) additional individual counseling sessions, and attendance at 12 Step meetings. The Level II program is also a four (4) month program providing twenty (20) hours of group counseling and eight (8) hours of individual or four (4) hours of family counseling, a minimum three (3) random drug screenings, and attendance at 12 Step meetings.
- C. The formal diversion program includes both Level I and Level II. If individuals successfully complete the Level I program, they will be referred back to the Court without being required to enroll in the Level II program. Participants who do not successfully complete Level I will be required to continue in the Level II drug diversion program. Positive test results for illicit drugs will forfeit the individual's opportunity to complete Level I. Participants with two (2) positive drug urinalysis results while participating in Level I will automatically be required to switch participation to the Level II program. Participants with (1) positive drug urinalysis while participating in Level II will automatically be discharged and referred back to the Court for disposition.

III. REFERRAL BY THE COURTS

- A. The District Attorney determines eligibility for drug diversion. If the District Attorney determines that PC 1000.5 is applicable to the defendant, the defendant and defendant's attorney will be informed in writing of that determination.
- B. If the defendant enters a Deferred Entry of Judgment, the Court may grant diversion. The Court shall make the final determination regarding suitability of diversion for the defendant.

- C. According to PC 1000.1 (3), the period during which criminal proceedings against the defendant could result in drug diversion shall last no less than eighteen (18) months, nor longer than three (3) years. It is anticipated that most individuals will complete the diversion program within six (6) months with the maximum length of time of one (1) year for completion of Level I and Level II programs.
- D. When a defendant is referred by the Court to diversion, the Court will provide instructions of the enrollment process.
- E. The Court then sets a return date within three (3) weeks for defendant to provide proof of enrollment in the drug diversion program (Enrollment Status form in the Appendix). If the defendant provides a completed Enrollment Status form, the Court will place the defendant formally on diversion. The defendant is then ordered to appear for a review hearing, usually six (6) months later. Most defendants will have completed the program within six (6) months. The Court will set a second review hearing for those who have not finished diversion at the date of the review hearing for four to six (4 - 6) months later.

IV. PROGRAM REQUIREMENTS

- A. **Enrollment:** The defendant must contact the Provider within five (5) working days after the Court has made the referral in order to schedule an intake appointment for enrollment. The Provider must complete intake/assessment within fifteen (15) working days and provide information to the defendant to submit to the Court. If the participant completes the intake/assessment session, Provider will complete the Enrollment Status form for the participant to submit to the Court. If the participant does not contact Provider for an intake appointment or fails to show up for the appointment or fails to complete the intake/assessment session, Provider will indicate on the enrollment form and fax the form to the Court. Provider shall maintain a log of phone contacts and intake/assessment appointments made and kept by the participant.
- B. **Intake/Assessment:** Client will receive an orientation about the drug diversion program during the intake interview, and prepares or acknowledges receipt of information regarding:
 - 1. **Services Plan:** The plan shall be prepared collaboratively by the client and Provider. The plan shall contain measurable objectives, an individualized action plan, and set target dates to achieve the objectives.
 - 2. **Assessment:** Provider shall gather and record the following client information on the assessment forms:
 - a. Social, economic and family background;
 - b. Educational history;
 - c. Employment history;
 - d. Criminal history;
 - e. Medical history;
 - f. Drug and alcohol use history; and
 - g. Prior drug and alcohol abuse treatment services
 - 3. **Consent for Program Participation:** The individual must sign a 'Consent for Program Participation' which outlines program rules and client rights as detailed in Section X. G.
 - 4. **Releases of Information:** Federal and State confidentiality regulations apply whenever releases are required.
 - 5. **Schedule of Classes and Group Sessions:** Initially Level I class will be provided.
 - 6. **Financial Assessment:** The participant must sign a fee payment contract based on the financial assessment. A fee payment schedule will be provided. (E.2.)
 - 7. **Enrollment Status Form:** The client will be provided a copy of the enrollment form to submit to the Court.
- C. **Level I Program:** Level I program's requirements are as follows:
 - 1. **Education:** All participants must attend a minimum of ten (10) hours of education sessions within six (6) sessions of one and one half hours each. Class size may not exceed fifteen (15) persons. Educational sessions shall include a combination of lecture, film or other teaching medium, and group discussion. The written lesson plans for each of the five two

hour sessions shall be included in the program protocol. Lesson plans will detail learning objectives for each session, teaching plans, lecture outlines, group discussion questions, and listings of films and other media used. For makeup of educational sessions, a participant must attend another session with the topic missed in the missed class. At minimum the following topic areas are to be covered within these ten (10) hours:

- a. Physiological and psychological effects, including their addictive potential, of marijuana, stimulants, depressants, opiates, hallucinogens, and alcohol;
 - b. Signs, symptoms and the progression of chemical dependency;
 - c. Family disease of addiction;
 - d. Health risks associated with drug and alcohol use, including perinatal drug and alcohol exposure, and HIV/AIDS and other infectious diseases. One entire two-hour session will be devoted to the prevention of HIV+ and other drug use related infectious diseases;
 - e. Legal consequences of illicit drug use and of driving under the influence of alcohol and/or drugs;
 - f. The role of alcohol and drugs in society, culturally and historically, the psychosocial aspects of drug taking behavior and drug taking rituals;
 - g. Dangers of using drugs in combinations;
 - h. Principles of recovery from drug and alcohol addiction;
 - i. Introduction to recovery services and support resources, including 12 Step meetings; and
 - j. Relapse prevention principles.
2. **Group Services:** All Level I participants shall receive a minimum of ten (10) hours of group sessions (six group sessions of one and one half hours each). Group sessions may follow the six education sessions or alternate with the education sessions. Each group shall not exceed fifteen (15) individuals at any one meeting. These sessions shall focus on, among other topics:
- a. Progress in personal recovery;
 - b. Personal, family and job/school problems as they relate to drug abuse or a return to drug abuse;
 - c. Experiential learning regarding communication and decision making skills;
 - d. Stress reduction methods;
 - e. Interpersonal conflict management;
 - f. Recognizing and handling feeling states;
 - g. Development of personal spirituality and values clarification; and
 - h. Relapse prevention.

The written topic plans for each of the five two hour sessions must be included in the program protocol. Topic plans should outline learning objectives for each session, with a description of discussion subjects and experiential exercises. For makeup of group sessions, a participant must attend another session with the topic missed.

3. **Drug Screenings:** All participants are required to undergo a minimum of four (4) random drug screens. Two (2) positive drug screens will result in mandated enrollment in Level II.
4. **Participant Requirements during Level I Program**
 - a. Participants must adhere to the following participation requirements. Failure to comply with requirements will constitute grounds for termination of services and referral back to the Court, which may result in reinstatement of criminal proceedings.
 - Clients must attend all assigned diversion program activities. Clients are allowed two (2) absences. Clients have thirty (30) days from completion of the requirements for education and group sessions and before the interview at the close of Level I to make up any missed classes. The only exceptions are for emergency situations (V.B.).
 - Payment of fees, as established by the financial assessment, must be made as per the agreed upon payment contract. Participants may request, in writing,

renegotiation of the fee payment contracts. New fee payment schedules will be based on documented financial emergencies. (E.2.)

- b. **Interview at the Close of Level I - Program Completion or Continuation in Level II Program:** All participants shall receive a one (1) hour individual evaluation at the close of Level I which shall state the participant's progress during the first four months. If a participant has completed classes and a group session, up-to-date in payments of their fee, completed drug screening and is attending 12 Step meetings, a Certificate of Successful Program Completion will be awarded. Each Provider should develop a certificate. Provider will maintain a copy of the certificate and referral form in the client's file. Provider will assist the individual in reviewing the drug abuse problem, and progress made during the months in treatment. The exit interview will include providing further referrals to treatment services and all available recovery resources to remain sober and drug free. If the participant is being transferred to Level II, an interview will outline further action, including development of a new services plan, new or adjusted objectives, action steps, and target dates. Participation in Alcoholics Anonymous, Cocaine Anonymous, Narcotics Anonymous and other recovery support groups shall be strongly encouraged by inclusion in the services plan contract. The participant must be provided with a copy of the Level II schedule of program activities.

D. **Level II Program:** The Level II program is required for clients who did not successfully complete Level I.

1. **Services:** Provider will aid client to develop a service plan that lists the schedule of counseling groups and individual or couples/family sessions in which the client must participate.
2. **Group Sessions:** Participants shall receive a minimum of twenty (20) hours of group sessions, twelve group sessions of one and one half hours each on a weekly basis. Each group shall not exceed twelve (12) individuals at anyone meeting. These sessions shall focus on, among other topics:
 - Progress in personal recovery;
 - Personal, family, and job/school problems as they relate to drug abuse and relapse;
 - Establishing and maintaining sobriety and relapse prevention; and
 - Utilizing 12 Step Programs and other recovery resources.

Level II group sessions are more process oriented compared to the topic and experiential exercise format of the Level I group sessions. Make-up sessions may be taken with other members of the group who have had an absence, or can be undertaken in a one-hour individual session with a counselor, where one hour of individual work is equal to one and one half hours of group.

3. **Individual or Couples/Family Sessions:** All Level II participants shall receive a minimum of eight (8) individual sessions during the Level II program. A couple or family session may meet this requirement in a one for two basis, eight (8) individual or four (4) couple or family sessions or combination thereof. Individual or couples/family sessions will be at minimum one hour in length. These sessions will focus on:
 - The review of the participant's services plan, progress, and obstacles; and
 - Participation of spouses and/or other "significant others" (parents, children, close friends) as involvement of family members and significant others can assist in breaking the individual's addictive cycle and help those around the addict become involved in recovery for their part in the family disease of chemical addiction.
4. **Drug Screenings:** Minimum of three (3) random drug screenings. One (1) positive drug screen will result in the client being discharged from the program and the case referred back to the Court for disposition.

E. **Participant Requirements:** Failure to comply will Level II program requirement constitutes grounds for termination of program services and referral back to the Court, resulting in reinstatement of criminal proceedings.

1. Participants must attend all assigned diversion program activities. (V);

2. Payment of fees, as established by the financial assessment, must be made as per the agreed upon payment contract. Participants may request, in writing, renegotiation of the fee payment contract. Fee contract revisions must be based on financial emergencies, which can be documented and are approved by Provider in writing. (E.2.).
3. **Exit Interview at the Close of Level II:** Each participant shall have a one-hour individual exit evaluation, which shall focus on progress achieved during the program and obstacles which remain regarding ongoing recovery. If the participant has fulfilled all requirements, a Certificate of Successful Program Completion, developed by Provider, will be presented and an exit plan developed. Referral to other recovery resources will be provided. Copies of the certificate and discharge form are to be maintained in Provider's files.

V. PARTICIPANT ATTENDANCE AND LEAVE OF ABSENCE

- A. **Attendance Policies and Procedure:** Participants must attend all scheduled activities with no more than two (2) absences for each Level unless the participant has been granted an approved leave of absence, pursuant to the following section. Absences will be entered into the participant's record and a make-up session must be attended. Absences must be made up within thirty (30) days of completion of each level.
- B. **Leave of Absence:** Participant must formally request a leave of absence whenever attendance is missed for fourteen (14) days or longer.
 1. **Formal Request:** The request for the leave must be written and specify:
 - The name of the participant.
 - The reason for the leave of absence, and any written documentation supporting or requiring the absence (doctor's note etc.)
 - The dates of the requested leave of absence.
 2. **Prior Approval:** Participant should request prior approval for a leave of absence, unless unable to do so due to circumstance beyond the participant's control. If the participant requests retroactive approval for a leave of absence, in addition to the information listed above, the circumstances that prevented the participant from requesting prior approval must be stated. However, in no case, will retroactive approval be granted for more than twenty-one (21) days of absence.
 3. **Reasons for Leave of Absence:** A leave of absence will be approved only for:
 - Military orders or responsibilities requiring an extended absence;
 - Employment which requires travel for an extended period of time;
 - Participants own extended illness or medical treatment, or that of a family member;
 - Incarceration;
 - Extreme personal hardship or a family emergency; or
 - Vacation. A leave of absence for a vacation will be approved only if the participant has made up all absences and paid all outstanding fees. A vacation leave of absence must only be approved in advance, not retroactively.
 4. **Make up of Absences:** Prior to program completion, Provider shall require the participant to make up all scheduled program activities missed.
 5. **Length of Leave of Absence:** The maximum leave of absence is thirty (30) days, unless the participant renews the request in writing and Provider approves. In no case, may the leave extend beyond the time available to complete diversion, which has been set by the Standards as one year in Monterey County.
 6. **Court Hearings:** Participants are responsible for appearing at required Court hearings regardless if they are on a leave of absence or not during the time of the hearings.

VI. INTER-PROGRAM TRANSFER

A participant transferring to another drug diversion program within California must contact the receiving Provider within five (5) working days of cessation of services and complete an intake enrollment interview within fifteen (15) working days. Inter-program transfers must comply with the

requirements of the new Provider. The Discharge Report, which contains a transfer notation and other County required forms shall be prepared and submitted to the Court of conviction (Appendix). Only the Court of conviction may approve a transfer out of the County of Monterey.

VII. TERMINATION PROCEDURES

- A. **Grounds for Termination:** The following constitute grounds for termination from either Level I or Level II drug diversion programs:
1. Failure to pay program fees as established by the financial assessment and according to the payment contract developed by participant and Provider;
 2. Failure to comply with the provisions of the participant's services plan and diversion program rules as outlined in the Consent for Program Participation, signed at intake;
 3. Behavior which disrupts the counseling and educational process (violence or threats of violence, etc.);
 4. More than two (2) absences from scheduled program activities in each Level. Exceptions may be granted in emergency situations (V. B.);
 5. Attending program activities under the influence of alcohol or other drugs constitutes grounds for dismissal. When confronted by a counselor a participant may choose to submit to a urinalysis test. If the test result is positive, the client will pay for the urinalysis test. If negative, Provider shall pay the cost. Programs may require payment for the test from the participant at the time of test. If a client is unable to pay at the time of the test, and the result is positive, the fee will be added to the client's bill. If only alcohol is suspected, Provider may use a Breathalyzer or other valid means of measurement.
 6. Failure to complete an inter-program transfer as prescribed in Section VI.
 7. Failure to maintain contact with Provider for fourteen (14) or more consecutive days, without obtaining approval for a leave of absence.
- B. **Termination Procedures:** For those individuals pending termination of program services due to violation of program requirements, the following procedures will be followed:
1. Prior to termination of services, written notification will be furnished to the individual indicating the reasons for dismissal from the program. This notification will allow for an adequate time frame of seven (7) working days for a response from the individual, which may result in reconsideration. The individual may continue attending program activities as scheduled in this seven-day period.
 2. After the above has been completed, and if termination is indicated, the Discharge Report form will be returned to the Court. A copy of this form will be maintained in the Provider's file.

VIII. REINSTATEMENT

Provider shall reinstate an individual who has been terminated from the program if Court ordered to do so.

IX. PARTICIPANT GRIEVANCE PROCEDURES

- A. **Written Grievance:** A participant has the right to appeal any program decision by submitting the concerns in writing. This written request for consideration must contain a statement of the Provider's decision being appealed, the name of the participant, the date of the decision, and the participant's basis of appeal.
- B. **Submission of Grievance to the Provider's Program Director:** The participant must submit the above described written appeal within five (5) working days of the decision in question to the Provider's Program Director. The Program Director, or his/her designee if the Program Director is on leave during this period, shall respond in writing to the participant within five (5) working days.
- C. **Submission of Grievance to the County Alcohol and Drug Program Administrator (CADPA):** If the participant is not satisfied with the response received from the Provider's

Program Director, the participant may send the written grievance to the CADPA within five (5) working days of receipt of the response from the Provider Program Director. The CADPA or his/her designee must respond in writing to the participant within ten (10) working days.

- D. **Submission of Grievance to the Drug Diversion Advisory Committee:** The last level of appeal is to the independent Drug Diversion Advisory Committee (Committee) (XIV. D.). If the participant is not satisfied with the response received from the CADP A, the participant may send the written grievance back to the CADPA within five (5) working days requesting review by the Committee. A written response to the participant must occur within thirty (30) days.
- E. **Notice of Participant Grievance Procedures:** Grievance procedures must be given to participants at intake and posted within the Provider's program facility. The CADP A's name and address must be included in this notice. Provider shall notify participants that the decision to file a grievance will not delay the reinstatement of criminal proceedings.

X. ADMINISTRATIVE PROCEDURES

A. Participant's Files and Required Forms:

1. **Intake/Assessment Forms include:**
 - a. Drug Diversion Referral form: A copy of Court minutes must be filed in the participant's file.
 - b. Intake information form which includes, at minimum, the items listed in Section IV. B. 2.
 - c. An individualized services plan containing measurable objectives to be achieved while enrolled, action steps, and set target dates.
 - d. Release of Information forms in accordance with Federal and State confidentiality regulations regarding the operation of alcohol and drug abuse programs.
 - e. Consent for Program Participation document, with program rules including urinalysis requirements and client rights (X.G.).
2. **Education/Group Sessions:** A record of all educational and group sessions attended shall be documented in the participant's file on a monthly basis. No-shows and make-up sessions shall also be documented. Sign-in lists with names typed next to the participant's signature shall be maintained for every education and group session. The participant's record for education and group sessions shall include a summary of participation and a summary of the issues facing the participant, participant's response, and use of the group process. These notes shall also reflect the objectives and action steps listed in the service plan.
3. **Individual or Couples/Family Sessions:** A record of all individual and couples/family sessions shall be maintained, with summary notes regarding topics addressed, the participation and progress of the client, and counselor actions taken. These notes shall also reflect the objectives and action steps listed in the service plan drafted at intake, or at the closing interview of Level I for those individuals continuing in Level II. No-shows and make-up sessions shall be documented as well. Entries shall be recorded within five (5) working days of the session.
4. **Closing and Exit Interviews:** Written summary notes relating to the service plan for the closing interview for Level I and the exit interview for Level II programs shall be recorded in the client's chart within five (5) days. These notes shall summarize the individual's progress in each program. Notes shall also document the formal decision regarding whether or not an individual has successfully completed the program. If the individual is to continue drug diversion in Level II, a new services plan shall be developed, outlining the objectives, action steps and target dates.
5. **Referrals:** All referrals of clients to other recovery programs, including 12 Step program meetings, medical services, vocational agencies, and other related resources shall be documented in the client's file.
6. **Client Financial Records:** A copy of the completed fee assessment form, the client and Provider mutually negotiated fee payment contract, and the fee payment record shall be maintained in the client's file.

7. **Program Completion:** Provider shall maintain proof of completion for client's who have successfully completed the diversion program. Copies of both the Certificate of Successful Program Completion and the Drug Diversion Discharge Report and any copies of termination warning letters shall be retained in the client's file.
- B. **Curriculum:** A curriculum shall be developed for the ten hours of education in Level I which detail the learning objectives, outline the concepts to be covered, the experiential exercises scheduled, and list of materials to be used, including handouts, videos, and other media materials. Subject areas to be covered are listed in Section IV. C. 1. Topic plans for each of the six, one and one half hour, group sessions in Level I shall be written and retained in the client's file. Topic plans should outline learning objectives for each session, with descriptions of discussion subjects and experiential exercises to be used, (IV. C.2.).
- C. **Urinalysis Procedures:** For all clients, at least four (4) urinalysis tests will be administered during the Level I program, and at least three (3) administered during Level II. Urinalysis test results will be used as a means of intervening on a client's addiction, and results may be released to the Courts. Attendance by an individual in program activities while under the influence of alcohol and/or other drugs is grounds for immediate termination. Except for the initial urinalysis test administered at admission, all urinalysis tests shall be random according to procedures, which ensure the validity of the sample. Individuals who are confronted by program staff for being under the influence of alcohol or other drugs while in program may request a test for verification. (VII.A.5.) Urinalysis laboratories used must be State licensed. Provider shall maintain a systematic chain of custody documenting the collection and handling of urine samples by:
 1. Labeling each urine bottle with a code that identifies the client. The individual's name shall not appear on the bottle;
 2. Recording the test date;
 3. Forwarding the urine test to the lab within forty-eight (48 hours); and
 4. Maintaining records of all test results and retaining the results in the client's file.
- D. **Staff:**
 1. **Qualifications/Job Descriptions:** Provider's staff directly conducting diversion services shall have written job descriptions and resumes in their personnel files which document the required education and/or experience necessary. Counselors shall possess a Bachelor's Degree in Social Work, Psychology, Sociology, or other related behavioral science area. California Association of Alcoholism and Drug Abuse Counselors Certification (CAADAC) or an Alcohol and Drug Studies Certificate from an accredited college may be substituted for this requirement. Counselors shall also have a minimum of two years work experience in drug and alcohol treatment or prevention services. Additional related work experience may substitute on a year for year basis for the education requirement. A year of work experience is equal to 2,080 hours of either paid, non-paid intern, or volunteer work, or combination thereof.
 2. **Administrative Staff:** The Provider's director or manager must have, in addition to the above qualifications, one year of experience supervising personnel and preparing, or directing the preparation of, budgets, cost reports, and other operation plans and reports required of the Provider.
 3. **Code of Conduct:** A written code of conduct for staff providing diversion services shall be established which addresses the following:
 - a. Drug-Free Work Place policy;
 - b. Relationship between staff and clients;
 - c. Prohibition of sexual contact with clients;
 - d. Conflict of interest;
 - e. Duty to report suspicion or evidence of child abuse, elderly abuse or threats to harm others or themselves;
 - f. Confidentiality of client information; and
 - g. Policies regarding Provider's response to individuals with HIV+/AIDS.
 4. **Staff Orientation, Training, and Evaluation:**

- a. **Staff Orientation:** All staff shall receive program orientation that includes information on Provider's goals and objectives, policies and procedures, job duties and responsibilities and these Standards. All employee files shall contain signed confirmation that an orientation was provided which meets these requirements.
 - b. **Evaluation:** Full-time and part-time employees shall be given a performance evaluation prior to the end of the probationary period and at least annually thereafter.
 - c. **Training:** Provider shall develop training objectives for each staff member, documented annually in each employee file with assessment and a treatment plan established. A log of training for each employee shall be included in the employee file recording the attainment of these objectives.
5. **Staff Sobriety:** Staff with a history of alcohol or drug problems must have a minimum of two years of continuous sobriety/abstinence from alcohol and other illicit drugs before being hired.
- E. Fiscal Management**
- 1. Provider shall operate on an annual (fiscal year) budget, and maintain fiscal reports, among which are:
 - a. Expected income and expenses;
 - b. Income received by source.
 - c. Income and expenses by program service.
 - 2. Provider shall develop a written fee collection system, which provides the following information:
 - a. Description of the fee assessment process, with a standard fee payment scheduled approved by the County Behavioral Health Director. (Exhibit D);
 - b. A standardized fee contract, which details the agreement made by the client for payment of fees;
 - c. The Provider's signed accountability for all fees collected;
 - d. Procedures for handling cash and other collections and making deposits;
 - e. A statement that states services are not denied due to inability to pay, and a standardized procedure and criteria for determining inability to pay.
 - 3. Provider shall maintain written policies and procedures, which govern their fiscal management system (e.g., purchasing authority, accounts receivable, cash billings and cost allocation).
 - 4. Provider's personnel responsible for signing checks and performing other accounting activities shall be bonded.
 - 5. The fiscal management system shall provide for a certified independent audit of the financial operations of the program within ninety (90) days after the close of the fiscal year.
- F. Quality Assurance:** Provider shall maintain written policies and procedures for quality assurance, which includes in-house monitoring of classes/groups and audits of participant files, attendance records, and employee records. Provider's Program Manager or his or her designee, and not the direct staff providing the services being monitored, shall conduct in-house monitoring. With regard to participant files, these procedures will address the following:
- 1. Intakes/ Assessments;
 - 2. Services plans and progress notes;
 - 3. Documentation of client contacts;
 - 4. Termination; and
 - 5. Successful program completions.
- G. Client Rights:** Documents shall be prepared which address the following information which shall be included in the Consent for Program Participation form signed at intake by participants:
- 1. Statement of nondiscrimination in providing services on the basis of race, ethnic group identification, age, sex, sexual preference, national origin, religion, and mental, physical, or other disability;
 - 2. Client rights;
 - 3. Grievance procedures;
 - 4. Program rules and regulations;

5. Client fees;
6. Access to services files;
7. Confidentiality of client information; and
8. Consent to services.

XI. MONITORING AND EVALUATION

County's Behavioral Health Services' Division, shall be responsible for the monitoring and overall evaluation of certified drug diversion Providers. County shall be responsible for evaluation of program results.

- A. **Condition of Facility Site Visit:** Provider will be visited a minimum of once per year, either announced or unannounced, to evaluate the condition of the facility.
- B. **Comprehensive Site Visit:** Provider will receive a minimum of one comprehensive program review each fiscal year to determine compliance or noncompliance with the standards. This review, announced at least 30 days in advance, may be combined with the Condition of the Facility Visit. A follow-up visit may be required at the discretion of County. A copy of the monitoring instrument will be made available to Provider at least thirty (30) days in advance of the site visit.
- C. **Participant Records:** A random sampling of participant records will be reviewed at least once per year to evaluate the quality of service delivery, compliance with standards, to ensure that lesson plan outlines are followed and that documentation is completed accurately. Review may result in the County attending one or more educational and/or counseling groups to further evaluate the quality of services.
- D. **Quarterly Drug Diversion Program Reports:** Provider will be required to submit Quarterly Drug Diversion Program Reports (Exhibit D) to the County which lists numbers of admissions, terminations, and successful completions of Level I and Level II programs. This report will also list administration fees. Other items may be included as requested by County. This report is due fifteen days after the end of the quarter, on October 15, January 15, April 15, and July 15 of each year.
- E. **Program Evaluation:** Provider shall be responsible for developing a program evaluation form as part of the protocol which includes tracking successful program completion, surveying participants' satisfaction with the program and conducting follow-up studies of participants.
 1. **Tracking Successful Program Completion:** Provider shall submit information regarding successful program completions on a quarterly basis as part of the report described above. Minimum criteria for successful program completion shall include satisfactory completion of required services and payment of all fees. Programs are encouraged to develop additional measures of program success for program evaluation purposes, such as the numbers of participants who have participated in 12 Step meetings beyond the required number or who have involved family members in counseling.
 2. **Exit Questionnaire:** Provider shall develop an exit questionnaire for two primary objectives:
 - As a consumer satisfaction survey and
 - As an indicator of behavior and attitude shifts among participants.
 3. **Follow-up Studies:** Provider shall make phone contact with program graduates at six months post program completion. Permission for follow-up shall be obtained at intake. Follow-up questions shall pertain to the current functioning of the participant, continuation in recovery activities, staying sober and clean, re-arrest data and other significant outcome data.
- F. **Behavioral Health Liaison with Courts:** County's Alcohol and Drug Program Manager or his/her designee will serve as liaison with the Courts, Probation, and Provider to solve any problems pertaining to the operation of the drug diversion programs. Twice annually the Alcohol and Drug Program Manager will issue a report on the status of the drug diversion programs which will be distributed to the Court system, Provider, and made available to the public.

XII. PROGRAM FEES

Provider's program fees shall not exceed the actual cost of services, which include all costs incurred from diversion services and by the County for administration, certification, or direct management of the drug diversion programs. Fees must be uniform, reasonable and justifiable, based on actual cost. They also must be set in the program information documents. A participant's fee will be assessed on the individual's ability to pay.

- A. **Approved Fee Payment Schedule:** Fee payment schedules must be approved upon certification of Provider by County. Provider's program fees and payment schedules will be evaluated and approved on an annual basis as part of the recertification process. The Behavioral Health Director shall approve any program fee or payment schedule modification prior to annual recertification.
- B. **Two Program Fee Schedules:** Provider conducts two program levels, therefore, two program fee schedules have been developed, one for Level I and a second for Level II. If a participant fails Level I and continues in Level II, the financial contract must be revised at the time of enrollment in Level II.
- C. **Fee Payment Structure:** Options within the fee payment process are:
 1. **Fee Waiver:** An individual who can document eligibility for general assistance or whose income is no greater than the general assistance benefit level established by the Monterey County Board of Supervisors pursuant to Part 5 (commencing with Section 17000) of the Welfare and Institutions Code, shall receive a full fee waiver. Provider must accept individuals who are eligible for a fee waiver.
 2. **Minimum Payment:** If the participant's monthly income is equal to or less than the general assistance benefit level for one person, the program shall assess the participant a program fee of no more than \$5.00 per month for each month in which the participant's income is equal to or less than the general assistance benefit level. The assessed program fee shall be applicable for each month in which the participant is enrolled in a program for one or more calendar days. Provider may require a participant to document participant's income on a monthly basis.
 3. **Extended Payment Plan:** Where the participant's monthly income is equal or less than 50% of the monthly median family income in Monterey County but greater than the general assistance benefit level, the participant shall be allowed to participate in an extended payment plan beyond the participant's scheduled completion date for program activities. The median household income as identified by Census 2000 in Monterey County is \$39,579. Monterey County drug diversion programs may use this figure until it is updated.
 4. **Full Fee Paid Prior to Program Completion:** For those participants with monthly incomes greater than the County median family income of \$39,579, or if the client fails to provide income documents, the full fee must be paid prior to program completion.
- D. **Fee Payment Contract and Fee Payment Schedule:** Provider shall develop a schedule for payment of fees, including a down payment. This schedule will be given to the participant at the time of intake after the financial assessment has been completed, fee set, and the participant has signed the fee payment contract.
- E. **Amending the Fee Payment Contract:** Provider shall amend the contract to reflect any subsequent increase or decrease in the assessed program fee or the payment schedule. Either Provider or the participant may initiate in writing a reassessment or renegotiation of the fee payment contract at any time.
- F. **Additional Fees:** The program may set fees in addition to the basic program fee to cover increased program costs resulting from the following occurrences:
 1. Re-scheduling of an absence;
 2. Processing of a Leave of absence;
 3. Bad check recovery (provider may require cash or money orders only and may use charge cards);
 4. Late payment of program fee; and
 5. Processing an Inter-program transfer.
- G. **County Administrative Fee:** Provider will be required to submit a fifty (50.00) dollar administrative fee per individual enrolled to the Behavioral Health Division of the Monterey

County Health Department on a quarterly basis along with the Quarterly Drug Diversion Program Report. Payment of the administrative fees shall be due fifteen days after the end of each quarter.

XIII. GENERAL PROVISIONS

- A. **Approved Program Protocol:** Provider shall develop a written protocol addressing compliance with all the standards contained herein. The protocol shall be approved by County as part of the certification process.
- B. **Exceptions to Standards:** Requests for exceptions to the Standards will be submitted to the County with a full explanation and justification. Written approval from the Behavioral Health Director must be received before a Provider may implement an exception.
- C. **Record Storage:** Provider shall have written procedures indicating how client and fiscal records are stored and secured, and how and when they are destroyed in accordance with applicable Federal and State laws.
- D. **Non-Discrimination in Service Benefits and Facilities:** Providers shall not discriminate on the basis of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex, or sexual preference either in provision of employment or in the furnishing of services to clients. Provider shall maintain a written statement of its nondiscrimination policies, which shall be posted and available to employees, service recipients, and members of the public. Provider will comply with the provisions of Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

XIV. CERTIFICATION RENEWAL AND REVOCATION PROCEDURES

- A. **Annual Certification Renewal:** Certification renewal will occur annually as part of the contracting process between the County and Provider.
- B. **Request for Proposals Process:** A review of Provider's services may indicate the need to alter a program in some manner. In such instances, and with the approval of the Health Department Director, the County Behavioral Health Director will initiate a request for proposals process, which will reopen the bid for certified drug diversion providers.
- C. **Revocation of Certification:** At any time during the year, revocation of certification is possible if Provider is found to be seriously out of compliance with these Standards during the monitoring reviews, and unable to and/or unwilling to make all required corrections. The Behavioral Health Director will have the authority to withdraw approval. Once certification is revoked, an open application may be initiated to certify another provider. The Behavioral Health Director will ensure that transitional services are available for program participants during this transfer to a new provider.
- D. **Appeal Process:** In the event of a dispute between the County and Provider over the execution of the terms of these Standards and/or quality of client services rendered, Provider may file a written protest with the Behavioral Health Director. The Behavioral Health Director shall respond to Provider in writing within ten (10) working days. If the dispute is not then resolved, Provider may file a second written protest with the Behavioral Health Director, who will then refer it for review by an independent Drug Diversion Advisory Committee (Committee). The Committee will formulate a recommendation to the Behavioral Health Director for resolving the dispute. The Committee will consist of three representatives of the Court System including the Presiding Municipal Court Judge, the District Attorney, and the Chief Public Defender, or their appointees. The Presiding Municipal Court Judge or his/her appointee will serve as the Chair of the Committee.
- E. **Revisions of Standards:** Any revision of the Standards contained herein shall be addressed in Certified Drug Diversion Program Policy Letters issued by the Behavioral Health Director.

**EXHIBIT J:
REQUIREMENTS TO ENSURE ACCESS TO SERVICES FOR PERSONS WITH
DISABILITIES PER ADP BULLETIN NO. 09-05**

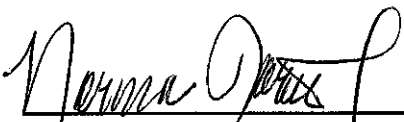
The parties shall comply with all applicable State Alcohol and Drug Program laws and regulations in performing the work and providing the services specified in this Agreement including the following:

- 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

6/6/16

Date

Valley Health Associates

Business Name of Contractor

Norma Jaramillo

Name of Authorized Representative (printed)

Executive Director

Title of Authorized Representative

EXHIBIT K: DTC INITIAL AUTHORIZATION FORM

Monterey County Behavioral Health Division - Behavioral Health Initial Authorization
 118 West Gabilan Street, Salinas, CA 93901 Phone (831) 796-3568 or 759-6631 Fax (831) 775-5627

| | |
|--|---|
| Client Name: | Client Number: |
| DOB: | SS#: |
| Address: | Home Phone: |
| | Cell/Msg Phone: |
| Preferred Language: | List children w/ gender and ages: |
| Medi-Cal <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Employer: | If Employed, Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Gross Monthly Income \$ _____ | Primary Source (Circle One) |
| Number of Persons Dependent on Income: _____ | SSI SSI/SSD CalWORKS SDI Other _____ |
| Probation Officer: | PO Phone: DPO Jimenez 784-5795 |
| Controlling Offense: | Date of Conviction: |
| | Defense Attorney: |
| Appointment Date/Time: | Staff Completing Assessment: |
| Diagnostic Impression: (code/diagnosis) | |
| AXIS I: | |
| AXIS I: | |
| AXIS I: | |
| AXIS II: | |
| AXIS III: | |
| AXIS IV: | AXIS V: |
| Presenting Problem/Treatment Focus: DTC II | |
| | |
| | |
| | |
| | |

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 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:** _____

CONFIDENTIAL CLIENT INFORMATION SEE CALIFORNIA WELFARE & INSTITUTIONS CODE SECTION 5328 Page 1 of 2 12/2012

Monterey County Behavioral Health Division - Behavioral Health Initial Authorization
 118 West Gabilan Street, Salinas, CA 93901 Phone (831) 796-3568 or 759-6631 Fax (831) 775-5627

Authorization for Recovery Programs - Effective Date _____ to _____

Authorizing Staff Printed Name _____ Signature _____

Date Faxed _____ To Provider: _____

| X | Program Name | Program Code | Service Code |
|---|--|---|---|
| | 1. Genesis House Residential 1152 Sonoma St, Seaside, CA PH: 899-2436 Fax: 899-7405 | ZADP Genesis Residential Adult Drug Court Z21RESADC Contact: Catherine Wilson | A111 ADP Residential Bed Days |
| | 2. Door To Hope Residential 165 Clay St., Salinas CA PH: 758-0181 Fax: 758-5127 | ZADP Door To Hope Residential Adult Drug Court Z10RESADC Contact: Veronica Nevarez | A111 ADP Residential Bed Days |
| | 3. Door to Hope Outpatient 130 Church St., Salinas CA PH: 758-0181 Fax: 758-5127 | ZADP Door To Hope Outpatient Adult Drug Court Z02OPADC Contact: Laura Esquivele | A340 ADP OPX Individual A350 ADP OPX Group |
| | 4. Sun Street Residential 8 Sun St., Salinas, CA PH: 753-5145 Fax: 753-6007 | ZADP Sun Street Residential Adult Drug Court Z10RESADC Contact: Marcel Sanchez | A111 ADP Residential Bed Days |
| | 5. Sun Street Outpatient 11 Peach Dr, Salinas, CA PH: 753-6001 Fax: 753-5169 | ZADP Sun Street Outpatient Adult Drug Court Z460PADCT Contact: Gloria Fernandez | A340 ADP OPX Individual A350 ADP OPX Group |
| | 6. Valley Health Associates 338 Monterey St, Salinas, CA PH: 424-6655 Fax: 424-9717 | Valley Health Associates Outpatient Adult Drug Court Z990PADC Contact: Norma Jaramillo | A340 ADP OPX Individual A350 ADP OPX Group |

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 _____

| | |
|--------------|----------------|
| Client Name: | Client Number: |
|--------------|----------------|

AB 109 Initial Authorization Form

Monterey County Behavioral Health Division Behavioral Health Initial Authorization
 20 E. Alisal Street, Salinas, CA 93901 Phone (831) 796-1200 Fax (831) 757-7321

| | |
|--|---|
| Client Name: | Client Number: |
| DOB: | SSN: |
| Address: | Home Phone: |
| Preferred Language: | Cell/Msg Phone: |
| Medi-Cal <input type="checkbox"/> Yes <input type="checkbox"/> No | List children w/ gender and ages: |
| Employer: | If Employed, Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Gross Monthly Income \$ _____ | Primary Source (Circle One) |
| Number of Persons Dependent on Income: _____ | SSI SSI/SSD CalWORKS SDI Other _____ |
| Probation Officer: | PO Phone: |
| Controlling Offense: | Date of Conviction: |
| Appointment Date/Time: | Defense Attorney: |
| | Staff Completing Assessment: |
| Diagnostic Impression: (code/diagnosis) | |
| AXIS I: | |
| AXIS I: | |
| AXIS I: | |
| AXIS II: | |
| AXIS III: | |
| AXIS IV: | AXIS V: |
| Presenting Problem/Treatment Focus: AB109 client PRCs or 1170h (circle one) | |
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| | |

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 social worker IMMEDIATELY if you stop attending the treatment program.

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Client Signature: _____ **Date:** _____
 CONFIDENTIAL CLIENT INFORMATION SEE CALIFORNIA WELFARE & INSTITUTIONS CODE SECTION 5328 Page 1 of 2 12/2012

Monterey County Behavioral Health Division Behavioral Health Authorization
 20 E. Alisal Street, Salinas, CA 93901 Phone (831) 796-1200 Fax (831) 757-7321

Authorization for Recovery Programs - Effective Date _____ to _____

Authorizing Staff Printed Name _____ Signature _____

Date Faxed _____ To Provider: _____

| X | Program Name | Program Code | Service Code |
|---|--|--|---|
| | 1. Genesis House Residential 1152 Sonoma St, Seaside, CA PH: 899-2436 Fax: 899-7405 | ZADP Genesis Residential AB109 Z21RESADC Contact: Catherine Wilson | A111 ADP Residential Bed Days |
| | 2. Door To Hope Residential 165 Clay St., Salinas CA PH: 758-0181 Fax: 758-5127 | ZADP Door To Hope Residential AB109 Z10RESADC Contact: Veronica Nevarez | A111 ADP Residential Bed Days |
| | 3. Door to Hope Outpatient 130 Church St., Salinas CA PH: 758-0181 Fax: 758-5127 | ZADP Door To Hope Outpatient AB109 Z02OPADC Contact: Laura Esqulevel | A340 ADP OPX Individual A350 ADP OPX Group A311 ADP OPX Family Counseling |
| | 4. Sun Street Residential 8 Sun St., Salinas, CA PH: 753-5145 Fax: 753-6007 | ZADP Sun Street Residential AB109 Z10RESADC Contact: Marcel Sanchez | A111 ADP Residential Bed Days |
| | 5. Sun Street Outpatient 11 Peach St., Salinas, CA PH: 753-6001 Fax: 753-5169 | ZADP Sun Street Centers Outpatient AB109 Z99OPADC Contact: Gloria Fernandez | A340 ADP OPX Individual A350 ADP OPX Group A311 ADP OPX Family Counseling |
| | 6. Valley Health Associates 338 Monterey Street Salinas, CA 93901 PH: 424-6655 Fax: 424-9717 | Valley Health Narcotic ZNMAB109 Contact: Norma Jaramillo | A552 ADP Methadone Grp A542 ADP Methadone Ind A512 Methadone |
| | 7. Valley Health Associates 338 Monterey Street Salinas, CA 93901 PH: 424-6655 Fax: 424-9717 | Valley Health Outpatient Z99OPAB109 Contact: Norma Jaramillo | A340 ADP OPX Individual A350 ADP OPX Group |
| | 8. Village Project 1069 Broadway Avenue Seaside, CA 93955 PH: 392-1500 | Village Project Contact: Mel Mason | |

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

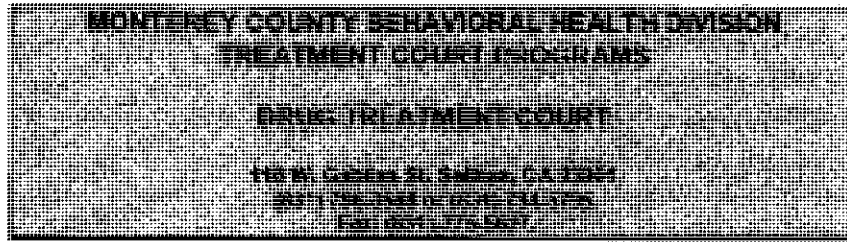
Nota: El hecho de firmar este documento indica que Ud. ha dado su permiso para compartir este documento con el Departamento de Salud Mental y Conducta del Condado de Monterey y también Proveedores de Servicio Contratados

Client Signature: _____ Date _____

| | |
|--------------|----------------|
| Client Name: | Client Number: |
|--------------|----------------|

CONFIDENTIAL CLIENT INFORMATION SEE CALIFORNIA WELFARE & INSTITUTIONS CODE SECTION 5928 Page 2 of 2 12/2012

EXHIBIT L: WEEKLY PROGRESS REPORT FORM



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: _____

Dates of Drug Testing: _____
Results: Negative Positive (Send Hot Sheet)

Client is attending _____ 12-Step Meetings per week

Client has a sponsor: Yes No Sponsor's First Name: _____

Client is working on Step number: _____

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.

EXHIBIT M: RE-AUTHORIZATION FORM

**Drug Treatment Court II
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 <input type="checkbox"/> | |
| RESIDENTIAL-REASON FOR REQUEST: | |
| _____ | |
| _____ | |
| MEASURABLE GOAL(S) TO ACCOMPLISH DURING EXTENSION PERIOD: | |
| _____ | |
| _____ | |
| OUTPATIENT <input type="checkbox"/> | |
| OUTPATIENT-REASON FOR REQUEST: | |
| _____ | |
| _____ | |
| TOTAL # SESSIONS COMPLETED: GROUP _____ INDIVIDUAL _____ | |
| MEASURABLE GOAL(S) TO ACCOMPLISH DURING EXTENSION PERIOD: | |
| _____ | |
| _____ | |
| COMPLETED BY: _____ | |
| Counselor name and Title | |
| DATE: _____ | |
| ***** | |
| REQUEST STATUS (To be completed by BH DTC II Drug and Alcohol Program Staff Only) | |
| APPROVED <input type="checkbox"/> NEW AUTHORIZATION PERIOD FROM _____ TO _____ | |
| DENIED <input type="checkbox"/> | |
| COMMENTS: | |
| _____ | |
| _____ | |
| _____ | |
| _____ | _____ |
| BH REVIEWER / TITLE | DATE |

Monterey County Behavioral Health Division