

A-12550  
Agreement Number

June 30, 2016  
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 to both Non-Drug/Medi-Cal funded treatment and Drug/Medi-Cal funded treatment.

## 2. CONTRACT ADMINISTRATION

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

## 3. PERFORMANCE STANDARDS AND COMPLIANCE

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

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

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

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

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

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

3.6.1 COUNTY shall monitor the kind, cost, quality, and quantity of the CONTRACTOR's services and criteria for determining the persons, population groups and geographic areas to be served. COUNTY may, in its sole discretion, change its designation of the Contract Monitor and

shall promptly give written notice to CONTRACTOR of any such change.

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

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

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

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

#### 4. EXHIBITS

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

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

#### 5. TERM OF AGREEMENT AND TERMINATION

5.1 The term of this Agreement shall commence on **July 1, 2013** and shall continue in full force, effect to, and including **June 30, 2016** This Agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last, and CONTRACTOR may not commence work before COUNTY signs this Agreement.

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

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

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

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

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

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

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

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

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

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

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

## 6. TERMINATIONS OR REDUCTION OF GOVERNMENT FUNDING

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

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

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

## 7. INDEPENDENT CONTRACTOR STATUS

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

## 8. INDEMNIFICATIONS AND INSURANCE

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

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

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



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  
Wayne W. Clark, Ph.D.  
Behavioral Health Director  
Department of Health, Behavioral Health Bureau  
1270 Natividad Road.  
Salinas, CA 93906-3198

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 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: \_\_\_\_\_  
Mike Derr, Contracts/Purchasing  
Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ray Bullock, Director of Health

Date: 8-8-13

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Stacy L. Saetta, Deputy County Counsel

Date: 7/11/13

**APPROVED AS TO FISCAL PROVISIONS<sup>1</sup>**

By: \_\_\_\_\_  
Gary Giboney, Auditor/Controller

Date: 7/11/13

**APPROVED AS TO LIABILITY<sup>2</sup> PROVISIONS**

By: \_\_\_\_\_  
Steven Mauck, Risk Management

Date: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
Wayne Clark, Behavioral Health Director

VALLEY HEALTH ASSOCIATES

VALLEY HEALTH ASSOCIATES

Contractor's Business Name\*

By: \_\_\_\_\_  
Norma Jaramillo, Executive Director

Date: 6/4/13

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

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

<sup>1</sup>Approval 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

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

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# VALLEY HEALTH ASSOCIATES

## PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES

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### **PROGRAM 1 – NARCOTIC MAINTENANCE - DRUG/MEDI-CAL**

#### **Program Location**

338 Monterey Street  
Salinas, CA 93901

#### **Program Hours**

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

#### **Program Description**

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

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

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

#### **Target Population**

Medi-Cal eligible adults age 18 years or older with primary addiction to heroin or other morphine addicted individuals in Monterey County (including temporary transfers) who wish to stabilize and

decrease their addiction through their participation in a narcotic maintenance program. CONTRACTOR will place special emphasis on the needs of pregnant women.

**Service Objectives**

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

<b>Program 1</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>	<b>FY 2015-16</b>
Methadone Doses	12,674	12,674	12,674
Drug/Medi-Cal Counseling – Ind.	2,788	2,788	2,788
Drug/Medi-Cal Group Counseling	1,494	1,494	1,494

**Target Population**

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

**Service Objectives**

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

<b>Program 1</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>	<b>FY 2015-16</b>
AB 109 Methadone Doses	1,658	1,658	1,658
AB 109 Counseling – Ind.	1,055	1,055	1,055

**Admission Criteria**

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

**Designated Contract Monitor**  
**Lynn C. Maddock, JD. LCSW**  
**Behavioral Health Services Manager**  
1441 Constitution Blvd., Bldg 400  
Salinas, CA 93906  
(831) 796-1716

**PROGRAM 2 – ADULT DRUG COURT GRANT PROGRAM-OUTPATIENT SERVICES**

**Program Location**

338 Monterey Street  
Salinas, CA

114 Webster Street  
Monterey, CA

495 El Camino Real  
Greenfield, CA

**Program Hours**

- Office Hours:

Salinas Office – Monday through Thursday 9:00 a.m. to 3:30 p.m.

Friday 9:00 a.m. to 12 p.m. (noon).

Monterey and Greenfield Offices – Tuesday/Thursday by appointment

- Group Sessions – All offices – Monday through Thursday 5:20 p.m. to 7 p.m.
- Intake Hours – Salinas - Monday through Friday by appointment

**Program Description**

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

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

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

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

- Weekly education and/or;
- Group sessions (26 sessions of 90 minutes each);
- Individual counseling sessions (maximum of 6 sessions);
- Random drug screenings to be conducted by Probation Staff;

- Five (5) 12-Step meetings per week;
- Case management;
- Referrals for other community services; and
- Exit/recovery planning.

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

**Target Population**

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

**Service Objectives**

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

<b>Program 2</b>	<b>FY 2013-14</b>	<b>FY 2014-15</b>	<b>FY 2015-16</b>
Adult Drug Court Grant Program- Outpatient Individual Counseling	33	33	33
Adult Drug Court Grant Program- Group Counseling	116	116	116

**Admission Criteria**

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



### **Assessment and Referral**

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

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

### **Adult Drug Court Grant Program Requirements:**

#### **Drug Court Grant Program Extension of Services**

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

#### **Drug Court Grant Program Reporting Requirements:**

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

#### **Drug Court Grant Program Monthly Progress Report**

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

#### **Drug Court Grant Program Hot Sheets**

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

#### **Drug Court Grant Program Monthly Statistics Report**

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

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

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

**GPRA Training, Data Collection and Input:**

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

**Designated Contract Monitor**

**Lynn C. Maddock, JD. LCSW**

**Behavioral Health Services Manager**

1441 Constitution Blvd., Bldng 400

Salinas, CA 93906

(831) 796-1716

**PROGRAM 3 – OUTPATIENT PROGRAM – DRUG DIVERSION**

**Program Location**

338 Monterey Street	114 Webster Street	495 El Camino Real
Salinas, CA	Monterey, CA	Greenfield, CA

**Program Hours**

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

**Program Description**

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

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

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

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

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

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

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

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

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

### **Target Population**

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

### **Service Objectives**

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

### **Admission Criteria**

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

individual participant, including family members or significant others:

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

#### **Fees**

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

#### **Designated Contract Monitor**

**Lynn C. Maddock, JD. LCSW**

**Behavioral Health Services Manager**

1441 Constitution Blvd., Bldng 400

Salinas, CA 93906

(831) 796-1716

#### **PERINATAL, CalOMS DATA AND CalOMS PREVENTION PROGRAM REQUIREMENTS:**

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

Contractors providing Perinatal Program services shall comply with the requirements for perinatal programs as contained in "Perinatal Services Network Guidelines 2004" until such time new Perinatal Services Network Guidelines are established and adopted.

#### **DEBARMENT AND SUSPENSIONS**

As required by Executive Order 12549, Debarment and Suspension, certain contracts shall not be made to parties listed on the nonprocurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Executive Order 12549 and 12689). The applicant certifies that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department of agency; (b) have not within a three year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (15)(b) of this certification' and (d) have not within a three-year period preceding this application had one or more public transactions (Federal, State or Local) terminated for cause or default' and Where the applicant is unable to certify any of the statements in this certification, he/she shall attach an explanation to this agreement.

## **EXHIBIT B PAYMENT PROVISIONS**

### **PAYMENT TYPE**

Cost Reimbursed up to the Maximum Contract Amount.

### **PAYMENT CONDITIONS**

- A. 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.
- 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 15<sup>th</sup>.
- F. **Certification and Payment of Claim by COUNTY**  
COUNTY shall promptly certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement. COUNTY will compare the CONTRACTOR claimed amount against the COUNTY authorized amount by mode, service function, fund source and number of units of service. COUNTY shall then submit such certified claim to the COUNTY Auditor. The Auditor shall pay the claim in the amount certified by COUNTY within

30 days.

**G. Disputed Payment Amount**

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

**H. Cost Control:**

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

**Non-Drug/Medi-Cal**

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

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

Program		FY 2013-16 Est. UOS Per Year	FY 2013-16 Rate Per year	FY 2013-14 Total	FY 2014-15 Total	FY 2015-16 Total
1.	AB 109 Methadone Doses	1,658	\$11.32	\$18,769	\$18,769	\$18,769
1.	AB 109 Individual counseling sessions	1,055	\$13.45	\$14,190	\$14,190	\$14,190
2.	Adult Drug Court Grant-OP Individual	33	\$62.98	\$2,079	\$2,079	\$2,079
2.	Adult Drug Court Grant-OP Group	116	\$26.77	\$3,106	\$3,106	\$3,106
<b>Total Non-Drug/Medi-Cal</b>				\$38,144	\$38,144	\$38,144

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

### **Drug/Medi-Cal**

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

a. CONTRACTOR shall bill COUNTY monthly, in arrears, on Exhibit C, attached to supporting documentation as required by COUNTY for payment. Billings shall be submitted to COUNTY promptly after the close of each calendar month, as required in the County

Program	Estimated Units	Medi-Cal Rate	FY 2013-14	FY 2014-15	FY 2015-16
1. Methadone Doses	12,674	\$11.32	\$143,470	\$143,470	\$143,470
1. Individual counseling sessions	2,788	\$13.45	\$ 37,499	\$ 37,499	\$ 37,499
1. Group counseling sessions	1,494	\$ 3.17	\$ 4,736	\$ 4,736	\$ 4,736
<b>Total Drug/Medi-Cal</b>			\$ 185,705	\$ 185,705	\$ 185,705

Alcohol and Drug Reporting Guidelines.

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

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



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

**Drug Diversion**

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

DRUG DIVERSION PROGRAM FEE STRUCTURE		
<i>LEVEL I PROGRAM</i>		
SERVICES	FEES	DESCRIPTION
Orientation	\$60.00	<ul style="list-style-type: none"> <li>• Completion of forms in a group setting.</li> <li>• Payment plan created</li> <li>• Assessment Appt. Made</li> <li>• Note: The orientation will not be rescheduled if missed.</li> </ul>
Assessment	\$65.00	<ul style="list-style-type: none"> <li>• Individual Session w/Therapist for 30mins.</li> <li>• Treatment Plan</li> <li>• Urinalysis</li> <li>• Scheduled group session</li> <li>• Note: There is a fee of \$15 for a missed assessment appt and it will only be rescheduled once.</li> </ul>
Group and Individual Counseling	\$55.00 Paid Weekly for 16 Weeks <ul style="list-style-type: none"> <li>• 12 Group Sessions</li> <li>• 3 Individual Sessions</li> <li>• 4 Urinalysis Tests</li> <li>• 1 Exit Interview</li> </ul>	<ul style="list-style-type: none"> <li>• If the client brings in more money at the assessment then the payments would be lower.</li> <li>• If client does not have payment, then client will not have a session.</li> <li>• An absence will incur a \$15 fee</li> </ul>

		<p>regardless of advance notice.</p> <ul style="list-style-type: none"> <li>• If the client is absent more than two times than they will be terminated without notice.</li> <li>• If the client is terminated then reinstated by the court, they will need to start over with an orientation session.</li> </ul>
Total Level I Program Fees	<b>\$1,002.00</b>	<b>The \$50 dollar County fee will be paid only when the client completes the program.</b>
<b><i>If the Client tests positive on the urinalysis, they will need to complete level 1 and then they will be given the option to enroll in Level II or return to the court for further orders.</i></b>		

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

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

<b>LEVEL II PROGRAM (OPTION II)</b>		
<b>SERVICES</b>	<b>FEES</b>	<b>DESCRIPTION</b>
Intake	\$ 75.00	<ul style="list-style-type: none"> <li>• Individual therapy session for 60mins.</li> <li>• Treatment plan</li> <li>• Schedule next session</li> <li>• Note: There is a fee of \$15 for a missed assessment appt and it will only be rescheduled once.</li> </ul>
Individual Sessions	\$ 128.00 paid weekly for 5 weeks	<ul style="list-style-type: none"> <li>• If client does not have payment, then client will not have a session.</li> </ul>

	<ul style="list-style-type: none"> <li>• 6 Individual Sessions</li> <li>• 3 Urinalysis Tests</li> <li>• 1 Exit Interview</li> </ul>	<ul style="list-style-type: none"> <li>• An absence will incur a \$15 fee regardless of advance notice.</li> <li>• If the client is absent more than two times than they will be terminated without notice.</li> <li>• The client will be terminated from Level II if they test positive once on the urinalysis.</li> <li>• If the client is terminated then reinstated by the court, they will need to start over with an intake session.</li> </ul>
Total Level II (Option II) Program Fees	<b>\$715.00</b>	

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

**MAXIMUM OBLIGATION OF THE COUNTY**

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$671,547** for services rendered under this Agreement.

**VALLEY HEALTH ASSOCIATES: AOD Agreement FYs 2013-16**

FY 2013-14 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$ 223,849
FY 2014-15 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$ 223,849
FY 2015-16 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$ 223,849
<b>TOTAL AGREEMENT MAXIMUM LIABILITY</b>	<b>\$ 671,547</b>

- B. COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY's maximum liability under this Agreement.
- C. If for any reason this Agreement is canceled, COUNTY's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- D. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Cost Report or audit report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any Federal, State or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.
- E. Service Charge Entry, Admission and Discharges. The contractor will be responsible for entering into the AVATAR system, within 72 hours of occurrence, CalOMS Admission and Discharges and entering services provided.

**PAYMENT METHOD**

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

Monterey County Health Department, Behavioral Health Bureau  
1270 Natividad Road, Salinas, CA 93960

[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

**ATTN: Accounts Payable**

**EXHIBIT D - CONFIDENTIALITY OF PATIENT INFORMATION**

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

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

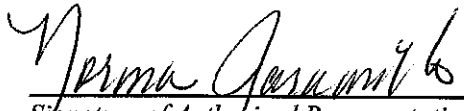
Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose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

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

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

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

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

  
\_\_\_\_\_  
*Signature of Authorized Representative*  
6/4/13  
\_\_\_\_\_  
*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:			
I certify that the above information is complete and correct to the best of my knowledge and belief.			
Signature of Contractor:		Date: / /	

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

By *Norma Jaramillo*  
Contractor's Signature

*6/4/13*  
Date

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

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

### **Organizations in a Culturally Competent Service System Promote:**

#### **Quality Improvement**

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

#### **Collaboration**

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

#### **Access**

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

### **Cultural Competent Services:**

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

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

**Definitions for Cultural Competency**

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

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

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

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

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

(Cross, Bazron, Dennis & Issacs, 1989)

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

(Randall David, 1994)

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

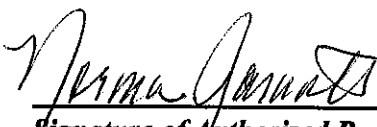
1. Develop organizational capacity to provide services in a cultural competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish and Tagalog); providing staff with training in cultural competency;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



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

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

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

 <hr/> <p><i>Signature of Authorized Representative</i></p>	<p><i>Valley Health Associates</i></p> <hr/> <p><i>Business Name of Contractor</i></p>
<p>6/4/13</p> <hr/> <p><i>Date</i></p>	<p><i>Norma Jaramillo</i></p> <hr/> <p><i>Name of Authorized Representative (printed)</i></p>
	<p><i>Executive Director</i></p> <hr/> <p><i>Title of Authorized Representative</i></p>

## **EXHIBIT G - BUSINESS ASSOCIATE AGREEMENT**

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This Agreement, hereinafter referred to as “**Agreement**”, is made effective **July 1, 2013** by and between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department, hereinafter referred to as “**Covered Entity**”, and **VALLEY HEALTH ASSOCIATES** hereinafter referred to as “**Business Associate**”, (individually, a “**Party**” and collectively, the “**Parties**”).

### **WITNESSETH:**

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

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

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

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

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

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

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

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

## **DEFINITIONS**

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

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

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

## **II. CONFIDENTIALITY REQUIREMENTS**

(a) Business Associate agrees:

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

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

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

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

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

(A) the disclosure is required by law; or

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

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

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

### **III. AVAILABILITY OF PHI**

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

### **IV. TERMINATION**

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable,

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

## **V. MISCELLANEOUS**

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

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

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

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

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

**COVERED ENTITY:**  
**COUNTY OF MONTEREY**

By: \_\_\_\_\_

Title: Behavioral Health Director

Date: 8-8-13

**BUSINESS ASSOCIATE:**  
**VALLEY HEALTH ASSOCIATES**

By: Norma Jarant

Title: Executive Director

Date: 6/4/13

**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

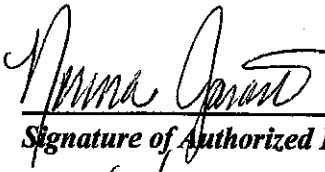
Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, fright, embargo, 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*

*6/4/13*

*Date*

***VALLEY HEALTH ASSOCIATES***

*Business Name of Contractor*

*Norma Jaramillo*

*Name of Authorized Representative (printed)*

*Executive Director*

*Title of Authorized Representative*

**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*

6/4/13  
 \_\_\_\_\_  
*Date*

**VALLEY HEALTH ASSOCIATES**  
 \_\_\_\_\_  
*Business Name of Contractor*

Norma Jaramillo  
 \_\_\_\_\_  
*Name of Authorized Representative (printed)*

Executive Director  
 \_\_\_\_\_  
*Title of Authorized Representative*

## EXHIBIT J: 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

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

**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:** \_\_\_\_\_

**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 Esquievel	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 \_\_\_\_\_

<b>Client Name:</b>	<b>Client Number:</b>
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## EXHIBIT K: AB 109 INITIAL AUTHORIZATION FORM



**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 Esquivel	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

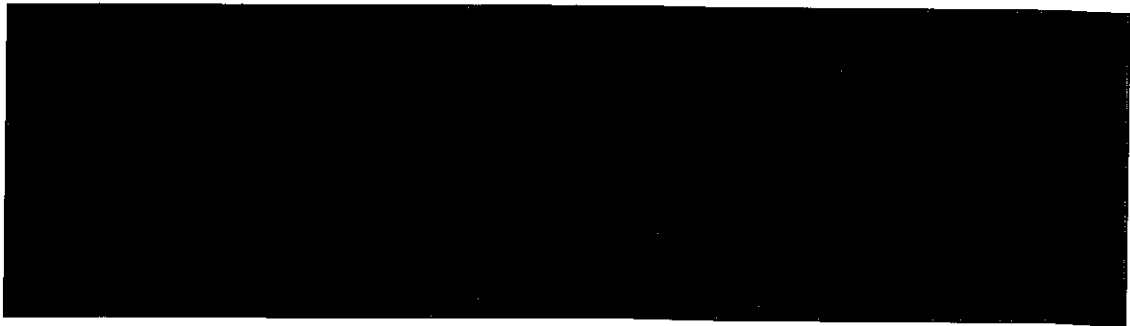
**Nota:** El hecho de firmar este documento indica que Ud. ha dado su permiso para compartir este documento con el Departamento de Salud Mental y Conducta del Condado de Monterey y también Proveedores de Servicio Contratados

Client Signature: \_\_\_\_\_ Date \_\_\_\_\_

Client Name:	Client Number:
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## 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**

**RESIDENTIAL-REASON FOR REQUEST:**

\_\_\_\_\_  
\_\_\_\_\_

**MEASURABLE GOAL(S) TO ACCOMPLISH DURING EXTENSION PERIOD:**

\_\_\_\_\_  
\_\_\_\_\_

**OUTPATIENT**

**OUTPATIENT-REASON FOR REQUEST:**

\_\_\_\_\_  
\_\_\_\_\_

**TOTAL # SESSIONS COMPLETED: GROUP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_**

**MEASURABLE GOAL(S) TO ACCOMPLISH DURING EXTENSION PERIOD:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPLETED BY:** \_\_\_\_\_  
Counselor name and Title

**DATE:** \_\_\_\_\_

\*\*\*\*\*

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

**APPROVED**  **NEW AUTHORIZATION PERIOD FROM** \_\_\_\_\_ **TO** \_\_\_\_\_

**DENIED**

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**BH REVIEWER / TITLE**

\_\_\_\_\_  
**DATE**