

**AMENDMENT NO. 1  
TO ALCOHOL AND/OR DRUG SERVICE AGREEMENT A-14021  
BY AND BETWEEN  
COUNTY OF MONTEREY AND  
VALLEY HEALTH ASSOCIATES**

**This AMENDMENT NO. 1** to Agreement A-14021 is made by and between the County of Monterey, hereinafter referred to as "COUNTY," and **Valley Health Associates**, hereinafter referred to as "CONTRACTOR."

**WHEREAS**, the COUNTY and CONTRACTOR entered into Agreement A-14021 dated June 26, 2018; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the Agreement as specified below:

1. Revise drug treatment rates to reflect the FY 2018-19 Drug Medi-Cal rates published by the Department of Health Care Services; and
2. Revise outpatient individual, group counseling and case management Units of Services from 15 minute increments to minutes for Fiscal Year (FY) 2018-19; and
3. Term Perinatal Services for Narcotic Treatment Program rate reimbursement

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

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B: PAYMENT PROVISIONS is replaced by EXHIBIT B-1: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-14021 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. This Amendment reduces the contract amount by \$33,463, for a total contract amount of \$1,728,639
5. This Amendment No. 1 is effective July 1, 2018.
6. A copy of this Amendment shall be attached to the original Agreement executed by the County on June 26, 2018.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Agreement A-14021 as of the date and year written below:

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]  
Elsa M. Jimenez, Director of Health  
Date: 12/07/2018

Contractor\*  
By: [Signature]  
Amy Bravo, Executive Director  
Date: 11/6/18

Approved as to Form  
By: [Signature]  
Stacy L. Saetta, Deputy County Counsel  
Date: 11/29/18

By: [Signature]  
Jannic Pedersen, CFO\*  
Date: 11/6/18

Approved as to Fiscal Provisions  
By: [Signature]  
Gary Giboney, Chief Deputy Auditor/Controller  
Date: 11/29/18

Approved as to Liability Provisions  
By: N/A  
Les Girard, Risk Management  
Date: \_\_\_\_\_

Approved as to Content  
By: N/A  
Amie Miller, Behavioral Health Director  
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

**EXHIBIT A-1:  
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES**

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**PROGRAM 1- OPIOID (NARCOTIC) TREATMENT PROGRAM (ASAM OTP Level 1)**

**Program Location**

338 Monterey Street  
Salinas, CA 93901

**Program Hours**

1. Hours of Operation: Monday through Friday, 6:30am - 3:00pm
2. Medication dispensed: Monday through Friday, 6:30am - 2:30pm  
Closed from 11:30 am to 12:00 pm for lunch
3. Intake hours: Tuesday, 7:30 am - 11:00 am
4. Screening and interviews are by appointment.

**Program Description**

CONTRACTOR will provide Narcotic Treatment Program (NTP) services, that includes the provision of methadone, buprenorphine, disulfiram and/or naloxone as prescribed by a physician, to Beneficiaries to alleviate the symptoms of withdrawal from narcotics; and other activities and services provided in compliance with CCR, Title 9, Division 4, Chapter 4, beginning with §10000. CONTRACTOR's physician determines continued participation in the maintenance program. 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.

**ASAM Service Level Description**

CONTRACTOR will provide Drug Medi-Cal Level 1 Opioid (Narcotic) Treatment Program services to COUNTY beneficiaries in a State Department of Health Care Services licensed OTP facility. Medically necessary services are provided in accordance with an individualized treatment plan determined by a licensed physician or licensed prescriber and approved and authorized according to the State of California requirements. NTPs/OTPs are required to offer and prescribe medications to patients covered under the DMC-ODS formulary including methadone, buprenorphine, naloxone and disulfiram.

- a. A patient must receive at minimum 50 minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be

- Goals to be reached which address each problem
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Medical Psychotherapy: Type of counseling services consisting of a face- to- face discussion conducted by the Medical Director of the NTP/OTP on a one- on-one basis with the patient.

Discharge Services (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

#### **Admission Criteria**

1. Client must be age 18 years or older; 16 and older with parental and/or guardian consent (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 prior to administration of first dose.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing impaired participants are welcome and interpreters will be utilized as needed. CONTRACTOR shall give admission priority to pregnant women, HIV + and IV drug

If a client meets the aforementioned criteria for admission to narcotic treatment program services and the CONTRACTOR does not have available capacity, CONTRACTOR shall refer the client

## **PROGRAM 2 OUTPATIENT SERVICES (ASAM Level 1)**

### **Program Location**

338 Monterey Street  
Salinas, CA 93901  
(831) 424-6655

### **Program Hours**

1. Intake Hours: Assessments and Individual sessions by appointment.
2. Group Sessions: Tuesday & Thursday, 4:30 pm - 6:00 pm
3. Family Group: Saturday, 10:30 am – 12:00 pm

### **Program Description**

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

Orientation;

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

### **Program/ASAM Service Level Description**

Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults, and less than 6 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Services can be provided by a licensed professional or a registered or certified counselor in any appropriate setting in the community.

CONTRACTOR shall comply with the requirements for youth programs as contained in "Youth Treatment Guidelines 2002" when providing youth treatment services, until such time new Youth Treatment Guidelines are established and adopted. The Youth Treatment Guidelines may be found on

beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Discharge Services (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

### **Length of Stay**

Duration of the program is dependent upon the nature of an individual's presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program will offer group-counseling sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, stress management, and relapse prevention. Parenting issues and needs will also be addressed in groups focusing on parenting-skills, child growth and development, home management, nutrition, bonding, and effective discipline.

### **Assessment, Referral and Admission**

Individuals requesting admission to the Outpatient Program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an Initial Authorization Form from the Behavioral Health Bureau to the CONTRACTOR (Refer to Exhibit J) and an electronic copy of the completed ASAM assessment.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national

Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

### **Drug Medi-Cal Organized Delivery System Support Services**

#### **Recovery Services**

Recovery Services are important to the beneficiary's recovery and wellness. CONTRACTOR will provide Drug Medi-Cal Recovery Services in accordance with applicable State and Federal laws. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, beneficiaries will be linked to applicable recovery services. The treatment community becomes a therapeutic agent through which patients are empowered and prepared to manage their health and health care. Therefore, treatment must emphasize the patient's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to patients. Services are provided as medically necessary. Beneficiaries may access recovery services after completing their course of treatment whether they are triggered, have relapsed or as a preventative measure to prevent relapse. Recovery services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

The components of Recovery Services are:

- Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care;
- Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
- Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
- Support Groups: Linkages to self-help and support, spiritual and faith-based support; vii.
- Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.
- Assessment and Referral

Individuals requesting Recovery Services need to have completed a treatment program; service is not to be delivered to individuals who have not completed a treatment program with one of the County's DMC-ODS network providers. Referrals may be completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who are referred by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment.

**Physician Consultation Services:**

Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with DMC-ODS beneficiaries; rather, they are designed to assist DMC physicians with seeking expert advice on designing treatment plans for specific DMC-ODS beneficiaries.

- a. Physician consultation services are to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.
- b. COUNTY will contract with one or more physicians or pharmacists in order to provide consultation services. Physician consultation services can only be billed by and reimbursed to DMC providers

**Service Objectives:** The Program will provide the following services per Fiscal Year 2018-19:

- 1. An estimated: **1,500 mins** of service will be available for physician consultation services for Drug-Medi-Cal Clients. Units of service consist of 15 minute increments.

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director. Services will not be denied because of an individual's inability to pay.

Designated Program Monitor  
Andrew B. Heald,  
Substance Use Disorder Services Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 755-6383



**EXHIBIT B-1:  
PAYMENT PROVISIONS**

**PAYMENT TYPE**

Cost Reimbursed up to the Maximum Contract Amount.

**Drug/Medi-Cal**

COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community which fall within the general services as outlined in Exhibit A. The rates for Drug/Medi-Cal client services shall be an interim rate based upon the estimated cost and units of services. At the end of each fiscal year, COUNTY shall make adjustments for actual cost in accordance with the procedures set forth in Section 20 of this Agreement.

COUNTY shall compensate CONTRACTOR in the following manner:

- A. For Programs 1, 2, 3, 4 and 9 and Recovery services and Physician Consult, services shall be invoiced to COUNTY in arrears and on a monthly basis.
- B. CONTRACTOR shall bill COUNTY monthly, in arrears, on Exhibit C, attached to supporting documentation as required by COUNTY for payment.
- C. COUNTY shall pay the CONTRACTOR the following rates:

Valley Health Programs		FY 2018-19		
		Est. Units per FY	Est. Rates	FY Total
1	NTP Methadone Dosing (DMC)	37,000	\$13.54	\$500,980
1	NTP Individual Counseling (DMC)	144,000	\$1.59	\$228,960
1	NTP Group Counseling (DMC)	56,500	\$0.34	\$19,210
1	NTP Case Management	216,000	\$1.97	\$425,520
1	NTP Disulfiram Dosing (DMC)	2,500	\$7.36	\$18,400
1	NTP Buprenorphine Dosing - MONO	4,000	\$16.91	\$67,640
1	NTP Buprenorphine Dosing COMBO	4,000	\$20.10	\$80,400
1	NTP Narcan	370	\$144.60	\$53,502
2	Outpatient Individual Counseling (DMC)	17,280	\$3.14	\$54,259
2	Outpatient Group Counseling (DMC)	17,280	\$3.14	\$54,259
2	Case Management Outpatient	17,280	\$1.97	\$34,042
2	Medication Assisted Treatment (MAT) Med Support or Physician Time (ODF)	14,040	\$5.54	\$77,782
1	Physician Consult (Peer-toPeer) NTP	1,500	\$5.54	\$8,310
1	Recovery Services NTP	30,000	\$2.81	\$84,300
2	Recovery Services ODF	7,500	\$2.81	\$21,075
<b>Total Drug/Medi-Cal</b>				<b>\$1,728,639</b>

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit C, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section 3, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit C, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

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

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR

Valley Health Associates

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## 6. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Drug/Medi-Cal claims files, contractual limitations of this Agreement, annual cost, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget and Expenditure Report provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. All requests for budget amendments must be submitted prior to March 31 of the current Fiscal Year period. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Administrative Overhead: CONTRACTOR's administrative costs shall not exceed fifteen (15%) percent of total program costs and are subject to Cost Report Settlement provisions.

E. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

F. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Drug/Medi-Cal claims, and billing system data.

C. CONTRACTOR shall submit to COUNTY all Drug/Medi-Cal claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Drug MC-Organize Delivery System (ODS) Plan, shall submit to the State in a timely manner claims for Drug/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Drug/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Medicaid Administrative Activities by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Medicaid, subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section V (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. 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.

**10. AUTHORITY TO ACT FOR THE COUNTY**

The DIRECTOR may designate one or more persons within the Department of Health, Behavioral Health Bureau for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "DIRECTOR" in all cases shall mean "DIRECTOR or his/her designee.