

**AMENDMENT NO. 4
TO ALCOHOL AND/OR DRUG SERVICE AGREEMENT A-14021
BY AND BETWEEN
COUNTY OF MONTEREY AND
VALLEY HEALTH ASSOCIATES**

This AMENDMENT NO. 4 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, Amendment No. 1 dated December 12, 2018, Amendment No. 2 dated June 25, 2019; and

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

1. Extend the term of Agreement A-14021 for one (1) additional year (July 1, 2020 to June 30, 2021) and revise the total maximum Agreement amount to \$4,580,898.

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

1. EXHIBIT A-3: PROGRAM DESCRIPTION is replaced by EXHIBIT A-4: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A-3 shall be construed to refer to EXHIBIT A-4.
2. EXHIBIT B-3: PAYMENT PROVISIONS is replaced by EXHIBIT B-4: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B-3 shall be construed to refer to EXHIBIT B-4.
3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement A-14021 are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement.
4. This Amendment increases the current contract amount of \$3,457,281 by \$1,123,617 to a new contract amount of \$4,580,898.
5. This Amendment NO. 4 is effective July 1, 2020.
6. A copy of Amendment NO. 4 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. 4 to Agreement A-14021 as of the date and year written below:

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Elsa M. Jimenez, Director of Health

Date: _____

Approved as to Form DocuSigned by:
Marina Pantchenko
2E097773D680456...
By: _____
Marina Pantchenko, Deputy County Counsel
Date: 6/2/2020 | 8:27 AM PDT

Approved as to Fiscal Provisions DocuSigned by:
Burcu Mousa
811C333563B9474...
By: _____
Gary Giboney, Chief Deputy Auditor/Controller
Date: 6/2/2020 | 1:03 PM PDT

Approved as to Liability Provisions
By: _____
Les Girard, Risk Management
Date: _____

Approved as to Content
By: _____
Amie Miller, Behavioral Health Director
Date: _____

Contractor*

By: _____
Amy Bravo, Executive Director

Date: 5/25/2020

By: _____
Daniel Ciolino
Treasurer*

Date: 5/25/2020

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-4:
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES**

PROGRAM 1- OPIOID_(NARCOTIC) TREATMENT PROGRM (ASAM OTP Level 1)

Program Location

427 Pajaro St., Ste 4 &5
Salinas, CA 93901
(831) 424-6655

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 provided based on medical necessity.

b. The components of Opioid (Narcotic) Treatment Programs are:

Intake: The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

Individual Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service and are reimbursed without distinction.

Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and the patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.

Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the 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.

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 to another NTP program within the COUNTY DMC-ODS Service Provider Network that offer the same level of NTP services.

Target Population

Medi-Cal eligible adults age 18 years or older; 16 and older with parental and/ or guardian consent with primary addiction to heroin or other opioid addicted individuals in Monterey County (including temporary transfers) who wish to stabilize and decrease their addiction through their participation in an opioid treatment program. CONTRACTOR shall give admission priority to pregnant, HIV + and IV drug users.

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 Narcotic Treatment Program (NTP) units of service as specified in the table below to those individuals continuously enrolled in the program.

Program 1	FY 2018-19
NTP Methadone Dosing (DMC)	37,000
NTP Individual Counseling (DMC)	144,000
NTP Group Counseling (DMC)	56,500
NTP Case Management	216,000
NTP Disulfiram Dosing (DMC)	2,500
NTP Buprenorphine Dosing-MONO (DMC)	4,000
NTP Buprenorphine Dosing-COMBO (DMC)	4,000
NTP Narcan	370
Medication Assisted Tx-Med Support and Physician Time (NTP/OTP)	14,040 (mins)

Program 1	FY 2019-20
NTP Methadone Dosing (DMC)	45,490
NTP Individual Counseling (DMC)	189,585
NTP Group Counseling (DMC)	119,459
NTP Case Management	161,370
NTP Disulfiram Dosing (DMC)	1,937
NTP Buprenorphine Dosing-MONO (DMC)	3,184
NTP Buprenorphine Dosing-COMBO (DMC)	1,671
NTP Narcan	130
Medication Assisted Tx-Med Support and Physician Time (NTP/OTP)	3,600 (mins)

Program 1	FY 2020-21
NTP Methadone Dosing (DMC)	33,793
NTP Individual Counseling (DMC)	86,634
NTP Group Counseling (DMC)	99,143
NTP Case Management	80,907
NTP Disulfiram Dosing (DMC)	1,183
NTP Buprenorphine Dosing-MONO (DMC)	1,828
NTP Buprenorphine Dosing-COMBO (DMC)	1,500
NTP Narcan	78
Medication Assisted Tx-Med Support and Physician Time (NTP/OTP)	1,971 (mins)

PROGRAM 2: OUTPATIENT SERVICES (ASAM Level 1)

Program Location

427 Pajaro St., Ste 4 &5
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 youth and transition age youth who are Drug Medi-Cal eligible 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 the California Department of Healthcare Services Website:

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http://www.dhes.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf.

CONTRACTOR shall further comply with California Family Code Section 6929, and California Code of Regulations, Title 22, Sections 50147.1, 50030, 50063.5, 50157(i)(3), 50167(a)(6)(D), and 50195(d) when providing services to Minor Consent beneficiaries 12-20 years of age.

CONTRACTOR will provide culturally and linguistically competent services using the evidenced based practices such as Motivational Interviewing, Cognitive Behavioral Therapy, and the Matrix Model.

CONTRACTOR will provide Drug Medi-Cal Outpatient services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are DHCS certified, operated and maintained to provide outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA) and will include the following components:

Intake: The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

Individual Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research based education on addiction, treatment, recovery and associated health risks.

Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the

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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. The provider shall assure a counselor or LPHA completes a personal, medical and substance use history for each beneficiary upon admission to treatment.

Assessment for all beneficiaries shall include at a minimum: Drug/Alcohol use history, medical

history, family history, psychiatric/psychological history, social/recreational history, financial status history, educational history, employment history, criminal history, legal status, and previous substance use treatment history. The medical director or LPHA shall review each beneficiary’s personal, medical and substance use history if assessment is completed by a counselor.

The provider shall include in its’ policies, procedures, and practice, written admission and readmission criteria for determining beneficiary’s eligibility and the medical necessity for treatment. These criteria shall include at minimum: DSM diagnosis, use of alcohol/drugs of abuse, physical health status, and documentation of social and psychological problems.

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. Pregnant and/or IV-drug using applicants will receive priority admission.

Target Population

County of Monterey resident youth 12-17 years of age and Transition Age Youth 18-24 years of age. Each applicant for outpatient treatment services is appropriately screened for eligibility based on meeting stated admission criteria.

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. Provide structured outpatient treatment services to a minimum of 30 clients.

Contractor will provide the following estimated outpatient sessions to Drug/Medi-Cal eligible clients for each fiscal year:

Program 2	FY 2018-19
Outpatient Individual Counseling	17,280
Outpatient Group Counseling	17,280
Outpatient Case Management	17,280
Program 2	FY 2019-20
Outpatient Individual Counseling	21,258
Outpatient Group Counseling	16,798
Family Sessions	6,192

Outpatient Case Management	16,798
Program 2	FY 2020-21
Outpatient Individual Counseling	29,412
Outpatient Group Counseling	10,436
Family Sessions	3,479
Outpatient Case Management	5,562

Admission Criteria

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

1. Be a youth 12-17 years of age or Transition Aged Youth 18-24 yrs. of age; and
2. Have a substance abuse disorder that necessitates outpatient treatment; and
3. Be medically and psychiatrically stable and able to participate in an active program counseling, education, and other recovery activities; and
4. Demonstrate the motivation and willingness to follow all program rules and expectations.

Designated Contract Monitor

Andrew B. Heald,
 Substance Use Disorder
 Services Manager Substance
 Use Disorder Administrator
 Monterey County Behavioral
 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

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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.

Service Objectives: The Program will provide the following services per Fiscal Year (FY):

1. In FY 2018-19, an estimated: **30,000 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to NTP clients. Units of service consist of 15-minute increments. In FY 2019-20, an estimated: **9,105 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to NTP clients. Units of service consist of 15-minute increments. In FY 2020-21, an estimated: **7,776 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to NTP clients. Units of service consist of 15-minute increments.

2. In FY 2018-19, an estimated: **7,500 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to ODF clients. Units of service consist of 15-minute increments. In FY 2019-20, an estimated: **18,210 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to ODF clients. Units of service consist of 15-minute increments. In FY 2020-21, an estimated: **11,664 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to ODF clients. Units of service consist of 15-minute increments.

Case Management:

The COUNTY will assist in coordinating Case Management services; CONTRACTOR will provide Drug Medi-Cal Case Management Services in accordance with applicable State and

Federal laws. These services may be provided by a Licensed Practitioner of the Healing Arts or a registered or certified counselor.

Case management services are defined as a service that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These services focus on coordination of substance use disorder care, integration around primary care especially for beneficiaries with a chronic substance use disorder, and interaction with the criminal justice system, if needed. Case management services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community. Case management services include:

- Comprehensive assessment and periodic reassessment of individual needs to determine the need for continuation of case management services;
- Transition to a higher or lower level SUD of care; Development and periodic revision of a client plan that includes service activities;
- Communication, coordination, referral and related activities;
- Monitoring service delivery to ensure beneficiary access to service and the service delivery system; Monitoring the beneficiary's progress;
- Patient advocacy, linkages to physical and mental health care, transportation and retention in primary care services, Case management shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, and California law.

Assessment and Delivery of Service:

Individuals in need of case management services are most often actively involved substance use disorder treatment or in the process of being discharged from a treatment program. This service is not defined in the ASAM criteria; assessment and delivery occurs when a beneficiary is in need of a transition to a different level of substance use disorder treatment, transition to a different level of care, advocacy services such as linkage to physical or mental health care, and determination of need for ongoing substance use disorder care and services, including case management. These services may be provided by the Behavioral Health Bureau Access Team and/or the CONTRACTOR.

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:

1. **In FY 2018-19** 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. **In FY 2019-20** an estimated: **2,910 mins** of service will be available for physician consultation services for Drug-Medi-Cal Clients. Units of service consist of 15-minute increments. **In FY 2020-21** an estimated: **1,971 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

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES YOUTH TREATMENT GUIDELINES

CONTRACTORS providing youth treatment services shall comply with the requirements for youth programs as contained in "Youth Treatment Guidelines 2002" until such time new Youth Treatment Guidelines are established and adopted. The Youth Treatment Guidelines may be found on the California Department of Healthcare Services Website:

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

PERINATAL, CAL OMS DATA AND CAL OMS TREATMENT PROGRAM REQUIREMENTS:

CONTRACTORS providing alcohol and drug treatment 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 FY 2016-17" until such time new Perinatal Services Network Guidelines are established and adopted. The Perinatal Services Network Guidelines may be found on the California Department of Healthcare Services Website:

<http://www.dhcs.ca.gov/services/adp/Documents/PSNG%20FY%202016-17.pdf>

Medicaid Managed Care Plan

CONTRACTORS providing substance use disorder services shall comply with the requirements contained in the Medicaid Managed Care Plan. The policy may be found on the Monterey County Behavioral Health QI website at:

<http://qi.mtyhd.org/wp-content/uploads/2014/09/108-Medicaid-Managed-Care-Plan.pdf>

Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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Information Access for Individuals with Limited English Proficiency

Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

**EXHIBIT B-4:
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 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
Total Drug/Medi-Cal				\$1,728,639

Valley Health Programs		FY 2019-20		
		Est. Units per FY	Est. Rates	FY Total
1	NTP Methadone Dosing (DMC)	45,490	\$13.93	\$633,672
1	NTP Individual Counseling (DMC)	189,585	\$1.57	\$297,648
1	NTP Group Counseling (DMC)	130,000	\$0.34	\$44,200
1	NTP Case Management	161,370	\$2.02	\$325,967
1	NTP Disulfiram Dosing (DMC)	1,937	\$9.50	\$18,400
1	NTP Buprenorphine Dosing - MONO	3,184	\$19.12	\$60,876
1	NTP Buprenorphine Dosing COMBO	1,671	\$21.65	\$36,180
1	NTP Narcan	130	\$144.66	\$18,798
2	Outpatient Individual Counseling	21,258	\$3.23	\$68,664
2	Outpatient Group Counseling	16,798	\$3.23	\$54,258
2	Family Sessions	6,192	\$3.23	\$20,000
2	Case Management Outpatient	16,798	\$2.02	\$33,932
2	Medication Assisted Treatment (MAT) Med Support or Physician Time (ODF)	3,600	\$5.70	\$20,520
1	Physician Consult (Peer-toPeer) NTP	2,910	\$5.70	\$16,587
1	Recovery Services NTP	9,105	\$2.89	\$26,313
2	Recovery Services ODF	18,210	\$2.89	\$52,627
Total Drug/Medi-Cal				\$1,728,642

Valley Health Programs		FY 2020-21		
		Est. Units per FY	Est. Rates	FY Total
1	NTP Methadone Dosing (DMC)	33,793	\$13.93	\$ 470,738
1	NTP Individual Counseling (DMC)	86,634	\$1.57	\$ 136,015
1	NTP Group Counseling (DMC)	99,143	\$0.34	\$ 33,709
1	NTP Case Management	80,907	\$2.02	\$ 163,432
1	NTP Disulfiram Dosing (DMC)	1,183	\$9.50	\$ 11,236
1	NTP Buprenorphine Dosing - MONO	1,828	\$19.12	\$ 34,945
1	NTP Buprenorphine Dosing COMBO	1,500	\$21.65	\$ 32,472
1	NTP Narcan	78	\$144.66	\$ 11,236
2	Outpatient Individual Counseling	29,412	\$3.23	\$ 95,000
2	Outpatient Group Counseling	10,436	\$3.23	\$ 33,709
2	Family Sessions	3,479	\$3.23	\$ 11,236
2	Case Management Outpatient	5,562	\$2.02	\$ 11,236
2	Medication Assisted Treatment (MAT) Med Support or Physician Time (ODF)	1,971	\$5.70	\$ 11,236
1	Physician Consult (Peer-toPeer) NTP	1,971	\$5.70	\$ 11,236
1	Recovery Services NTP	7,776	\$2.89	\$ 22,472
2	Recovery Services ODF	11,664	\$2.89	\$ 33,709
Total Drug/Medi-Cal				\$1,123,617

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4. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by Drug Medi-Cal funds, SAPT funds, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for substance abuse treatment and/or alcohol and other drug prevention services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the CONTRACTOR's submitted budget for each funded program. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed the CMA. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section 3. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section 5.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Drug Medi-Cal funds, SAPT funds, or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Drug Medi-Cal Funded Program(s), CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Drug/Medi-Cal or are not Drug/Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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 (30th) 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

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 must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY 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.

J. 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.

K. 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.

5. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$4,580,898** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2018-19	\$1,728,639
FY 2019-20	\$1,728,642
FY 2020-21	\$1,123,617
TOTAL AGREEMENT MAXIMUM LIABILITY	\$4,580,898

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

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.

7. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

8. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX MEDICAID SERVICES

A. Under this Agreement, CONTRACTOR has Funded Programs that include Drug/Medi-Cal services. CONTRACTOR shall certify in writing annually, by July 1 of each year, that all necessary documentation shall exist at the time any claims for Drug/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded

Programs, does so as the Drug Medi-Cal Organized Delivery System Plan for the Federal, State and local governments.

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.

L. Nothing in this Section 8 shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

9. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of Non Drug/Medi-Cal, Drug/Medi-Cal service/activities specified in this Agreement.

C. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of Drug Medi-Cal beneficiaries without deducting those fees from the cost of providing those Drug/Medi-Cal services for which fees were paid.

D. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of Non Drug/Medi-Cal, Drug/Medi-Cal services/activities specified in this Agreement.

E. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Drug Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.

2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Drug/Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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.