

**AMENDMENT NO. 2  
TO ALCOHOL AND OR DRUG SERVICE AGREEMENT A-12786  
BY AND BETWEEN  
COUNTY OF MONTEREY AND  
SUN STREET CENTERS**

This **AMENDMENT NO. 2** to Agreement A-12786 is made by and between the County of Monterey, hereinafter referred to as "COUNTY," and **Sun Street Centers**, hereinafter referred to as "CONTRACTOR."

**WHEREAS**, on July 7, 2015, the COUNTY and CONTRACTOR entered into Agreement A-12786 in the amount of \$4,380,792 for the term July 1, 2015 – June 30, 2018;

**WHEREAS**, on May 20, 2016, the COUNTY and CONTRACTOR entered into Amendment No. 1 to Agreement A-12786 for a revised contract amount of \$4,481,767 for the term July 1, 2015 – June 30, 2018; and

**WHEREAS** the parties desire to amend the Agreement as specified below;

1. Revise FY 2016-18 drug treatment rates to reflect the FY 2016-17 Drug Medi-Cal rates published by the Department of Health Care Services;
2. Add Program 8: Outpatient Program - Drug Medi-Cal (DMC) and Program 9: Intensive Outpatient Treatment (DMC) to begin July 1, 2016; and
3. Revise Exhibit H: Compliance with State Department of Health Care Services Regulations.

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

1. EXHIBIT A-1: PROGRAM DESCRIPTION is replaced by EXHIBIT A-2: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2.
2. EXHIBIT B-1: PAYMENT PROVISIONS is replaced by EXHIBIT B-2: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B-1 shall be construed to refer to EXHIBIT B-2.
3. EXHIBIT H: COMPLIANCE WITH STATE DEPARTMENT OF HEALTH CARE SERVICES REGULATIONS is replaced by EXHIBIT H-2: COMPLIANCE WITH STATE DEPARTMENT OF HEALTH CARE SERVICES REGULATIONS. All references in the Agreement to EXHIBIT H shall be construed to refer to EXHIBIT H-2.
4. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-12786 are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
5. This Amendment No. 2 shall be effective July 1, 2016.
6. A copy of this Amendment No. 2 shall be attached to the original Agreement executed by the County on July 7, 2015.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 2 to Agreement A-12786 as of the day and year written below.

**COUNTY OF MONTEREY:**

By: \_\_\_\_\_  
Contracts/Purchasing Manager

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

By: \_\_\_\_\_  
Elsa Jimenez, Director of Health

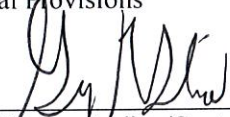
Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

By:   
Stacy L. Saetta, Deputy County Counsel

Date: 11/17/2016

Approved as to Fiscal Provisions <sup>2</sup>

By:   
Gary Giboney, Auditor/Controller

Date: 11-18-16

Approved as to Liability Provisions <sup>3</sup>

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

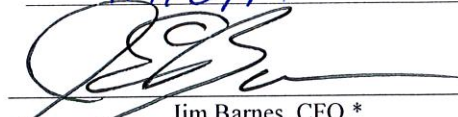
Date: \_\_\_\_\_

**SUN STREET CENTERS**

Contractor's Business Name\*

By:   
Anna Foglia, Executive Director

Date: 11/10/16

By:   
Jim Barnes, CFO \*

Date: 11/10/16

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

<sup>1</sup>Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions  
<sup>2</sup>Approval by Auditor-Controller is required  
<sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII

**EXHIBIT A-2:  
SUN STREET CENTERS  
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES**

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**PROGRAM 1: RESIDENTIAL RECOVERY SERVICES**

**Program Location**

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

**Hours of Operation**

Services are provided on a 24-hour 7-day a week basis. The Guestroom is located at 8 Sun Street and is accessible through the Center office.

**Program Description**

CONTRACTOR is a "social model" Residential Recovery Program for men. Residential service currently comprises four (4) "Guestroom" beds and thirty-four (34) beds for a total of thirty-eight (38) beds for residents in the primary stage of recovery. CONTRACTOR is licensed and certified for fifty-four (54) beds by the State of California Department of Health Care Services. Participation in the program is limited by current license to men, 18 years and older.

In general, the following services are provided:

1. Outreach to potential residents and follow-up to former residents;
2. Weekly individual and or group counseling;
3. Access to bed and personal area in a dorm setting;
4. Resident government based on planned interaction and problem-solving;
5. Consultation on recovery planning and ancillary needs;
6. Scheduled meetings, meals, and transportation;
7. Support to new residents providing opportunities to bolster recovery; and
8. Aid to the client, and, community by teaching new values for communal living.
9. 21 Beds to include social model detox bed days.

**Assessment and Referral**

Individuals requesting admission to the Residential Recovery Program may have an assessment completed by the Behavioral Health Bureau assessment staff or program may complete an intake assessment for self-referred clients. Upon completion of the assessment, access to the program will be made by an authorization from the Behavioral Health Bureau for funded services only. For individuals who have a stated desire to recover from alcohol or drug problems, but do not meet the eligibility criteria for acceptance or continued participation in the primary residential recovery program, CONTRACTOR provides "extended" assessment and/or referral services in its recovery setting. Individuals provided this service are considered "guests" and include, under certain conditions, some which may be intoxicated or abstinent from alcohol or mood-altering drugs for less than seventy-two (72) hours.

**Service Objectives**

1. A maximum of 7,787 residential beds days will be provided. A Residential Day is defined

- as a calendar day, which is marked as having the client's control of the bed during an overnight period.
2. At the time of departure from primary recovery, 50% of the residents will be abstinent, self-supporting (able to provide themselves with food, shelter, and clothing) and involved in an on-going program of recovery.
  3. At the time of departure from the guestroom, 60% of the residents will be referred to on-going recovery services.
  4. Program staff providing services will be trained in the use of Evidence Based Practices including but not limited to Motivational Interviewing, Seeking Safety, Trauma Informed Seeking Safety, and Assessment to Change: Effective Strategies for Serving Justice-Involved Consumers in Behavioral Health services.

### **Target Population**

The Center is designed for men, 18 years and older who are in need of residential alcohol and/or drug treatment services. The program's mission is to target its services toward the individual seeking recovery as well as his environment, which includes family, significant others, employers, and the general community.

### **Criteria for Recovery Service Delivery**

1. Program participation is voluntary.
2. To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and
  - a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and
  - b. Abstain from alcohol and mood altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and
  - c. Be free from communicable diseases, which require reporting by Title 17, California Administrative Code, Section 2500.
3. Persons are eligible for admission only twice in any twelve-month period and are subject to CONTRACTOR's "Readmission Policies."
4. To be admitted persons must be free of alcohol and mood-altering drugs for seventy-two (72) hours prior to admission to the program, except for allowances under 2b above.
5. No person shall be admitted who, on the basis of staff judgment:
  - a. Exhibits, or has exhibited, behavior dangerous to residents, staff or others; or
  - b. Requires an immediate medical evaluation or care by a licensed physician.
6. An applicant may be admitted to the Guestroom when further assessment is needed; the applicant is not able to make an immediate decision about future plans or is intoxicated.

### **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 Health Services Director. Services will not be denied because of an individual's inability to pay.

## **PROGRAM 2: PUEBLO DEL MAR**

### **Program Location**

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

### **Program Description**

Pueblo del Mar is a transitional housing recovery community located in Fort Ord. This program is explained in detail in the grant provided by Housing and Urban Development (HUD) for the facilities of the Housing Authority of Monterey County (HAMC). These program descriptions are considered instructive for the purposes of this contract.

CONTRACTOR will develop and maintain a recovery community at Pueblo del Mar and coordinate the provision of recovery support services and activities to resident families. The Housing Authority of Monterey County (HAMC) provides housing in 52 two-bedroom units. The Pueblo del Mar program operates under a social model of recovery that uses community values and practices to shape and sustain individual behavior. This is achieved through small group interaction and adherence to community recovery norms expressed in covenants. Recovery support services such as employment training, childcare, life skills training, and 12-Step meetings will be delivered by community agencies and counseling coordinated by CONTRACTOR. Participants may remain up to eighteen (18) months in the program and under certain conditions may be extended an additional six (6) months.

### **Target Population**

The program is available to homeless families that are Temporary Aid to Needy Families (TANF) recipients, or families that qualify as low-income workers, or parents in the process of being reunited with their children. One or both parents must demonstrate completion of a primary recovery program for alcohol or drug addiction, continuous involvement in a 12-step program, and a maximum of ninety (90) days of abstinence from alcohol or drugs. A screening committee and HAMC must approve families.

### **Description of Services**

Staff encourages, advocates, supports and coordinates services as opposed to requiring and control. The purpose is to move the residents from dependence to independence by:

1. Community Support Activities provided under this contract are:
  - a. Development and maintenance of a Community Covenant among all resident families that governs behaviors.
  - b. Development and maintenance of Community Council, which administers the Covenant that includes processes for conflict resolution.
  - c. Advocacy for resident needs and support for personal and community empowerment.
2. Case Coordination Services provided under this contract are:
  - a. Development of Family Recovery Plans that are maintained by each family with assistance from staff; such plans outline objectives and tasks for improving family members' legal, familial, vocational, financial, social, recreational, and spiritual areas of life.

- b. Referral and follow-up to resources for medical, financial, vocational, legal, educational, and peer support assistance necessary for personal recovery.
  - c. Negotiation with other agency case managers is provided as needed to achieve a workable balance of demands on individuals so that barriers to recovery are diminished.
3. The following Recovery Support Services will be provided and/or coordinated:
- a. Self-help groups such as Narcotics Anonymous, Alcoholics Anonymous, Cocaine Anonymous, and other 12-step programs;
  - b. Life skills training provided by the Adult School, CSUMB and other agencies;
  - c. Resident-run cooperative childcare;
  - d. Employment training available with DSS One-Stop;
  - e. Transportation available through Monterey-Salinas Transit;
  - f. Recreational activities for youth;
  - g. Individual and community safety training by Marina Police.
4. Activities for Outside Community Support under this contract are:
- a. Public information services about Pueblo Del Mar.
  - b. Linkage with the Housing Authority, the Department of Social Services Agency, and Behavioral Health, to facilitate appropriate referrals to program services.
  - c. Outside community activities, including networking and coordination with providers of human services, neighborhood groups, the recovering community, business and civic groups to encourage and facilitate involvement to assist individuals and families in recovery.
  - d. Fund raising projects and grants seeking to provide for service and facility augmentation.

**Service Objectives**

As used in this contract, a “family recovery support day” is defined as a calendar day, which is marked by a Family’s residence in Pueblo del Mar. For reporting purposes, a “residence day” will be recorded for each family that has use of a unit by a tenant’s lease at 6:00 p.m. of each calendar day. The number of “family recovery support days” provided under this contract is contingent upon the actions of HAMC and DSES. HAMC is responsible for the provision of up to fifty-two (52) residential units.

Minimal occupancy will be thirty-five (35) families. The estimated maximum annual number of Family Recovery Support Days is 12,775 (365 days times 35 families).

**Program Objectives**

- 1. 50% of the participants will remain alcohol and drug free and complete the program.
- 2. 65% of the participants who complete the program will transition to permanent housing.
- 3. 10% of the participants who complete the program will be independent of welfare.
- 4. 71% of the participants who are in the program will become employed at least part-time, or re-enter school or job training within one year of admission.
- 5. 50% of participants will increase household income by 10% or more.
- 6. 75 % of participants will participate in Community Council Activities.
- 7. Sun Street Centers will provide Behavioral Health Staff a report summarizing program

objectives including goal attainment.

**Designated Program 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

### **PROGRAM 3: OUTPATIENT RECOVERY SERVICES PROGRAM**

#### **Program Locations**

12 Sun Street  
Salinas, CA 93901  
(831) 753-6001

3043 MacArthur  
Marina, CA 93933  
(831) 753-6001

#### **Service Delivery and Hours of Operation**

The program will operate from 8:00 A. M. to 7:00 P. M. Monday through Friday. Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults).

#### **Program Description**

CONTRACTOR will operate and maintain an outpatient drug-free program offering Non Drug/Medi-Cal services in accordance with applicable State and Federal laws. This program will provide recovery support for parenting women and parenting men. A person's length of stay in the program is dependent upon the nature of presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria.

The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program will offer group-counseling sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, stress management, and relapse prevention. Parenting issues and needs will also be addressed in groups focusing on parenting-skills, child growth and development, home management, nutrition, bonding, and effective discipline.

#### **Assessment and Referral**

Individuals requesting admission to the Outpatient Program Recovery program may have an assessment completed by the Behavioral Health Bureau assessment staff or CONTRACTOR. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Bureau Assessment Staff who will provide an Initial Authorization Form (Refer to Exhibit J).

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

Access to the program will be for eligible women and men who are self-referred and or referred by the Behavioral Health Bureau assessment staff. In general these will be women and men may also be involved with the Probation Department, Drug Court, or Department of Social Services



CalWORKS programs. Many of these women and men are without custody of their children but are working toward reunification with their children and need to address their alcohol and/or drug abuse.

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

1. An estimated: **587** parenting individual face-to-face outpatient visits will be provided to continuously enrolled Non-Drug/Medi-Cal eligible clients that are indigent.
2. An estimated: **4,609** parenting group face-to-face outpatient visits will be provided to continuously enrolled Non-Drug/Medi-Cal eligible clients that are indigent.
3. An estimated: **251** DSS parenting individual face-to-face outpatient visits will be provided to continuously enrolled Non-Drug/Medi-Cal eligible clients.
4. An estimated: **945** DSS parenting group face-to-face outpatient visits will be provided to continuously enrolled Non-Drug/Medi-Cal eligible clients.

**Fees**

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

**Designated Program 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

**PROGRAM 4: AB 109 - RESIDENTIAL RECOVERY SERVICES**

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

**Service Delivery Site and Hours of Operation**

Services are provided on a 24-hour 7-day a week basis. The Guestroom is located at 8 Sun Street and is accessible through the Center office.

**Program Narrative**

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

CONTRACTOR is a "social model" Residential Recovery Program for men. Residential service currently comprises four (4) "Guestroom" beds and thirty-four (34) beds in the Primary Recovery Program for a total of thirty-eight (38) beds for residents in the primary stage of recovery. The Center is licensed and certified for fifty-four (54) beds by the California Department of Alcohol and Drug Programs. Participation in the program is limited by current license to men, 18 years and older.

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

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

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

**Objectives**

1. In FY 2015-16, CONTRACTOR will provide a maximum of 2,430 residential beds days and serve a minimum of 27 clients. A Residential Day is defined as a calendar day, which is marked as the client having control of the bed during an overnight period.

In FY 2016-17, CONTRACTOR will provide a maximum of 2,430 residential beds days and serve a minimum of 27 clients. A Residential Day is defined as a calendar day, which is marked as the client having control of the bed during an overnight

period.

In FY 2017-18, CONTRACTOR will provide a maximum of 2,430 residential beds days and serve a minimum of 27 clients. A Residential Day is defined as a calendar day, which is marked as the client having control of the bed during an overnight period.

2. At the time of departure from primary recovery, 50% of the residents will be abstinent, self-supporting (able to provide themselves with food, shelter, and clothing) and involved in an ongoing program of recovery.
3. At the time of departure from the guestroom, 60% of the residents will be referred to on- going recovery services.
4. Drug Testing will be randomly conducted by Probation Department staff.
5. Provide intake interviews within forty-eight (48) hours of the eligible AB 109 client's call for an appointment in collaboration with Monterey County Behavioral Health Bureau.
6. Program staff will complete an Addiction Severity Index (ASI) Assessment on each client being served under this program.
7. Program staff providing services will be trained in the practices of Motivational Interviewing (targeted for AB 109 clients), Seeking Safety (targeted for AB 109 clients), Trauma Informed Seeking Safety, and Assessment to Change: Effective Strategies for Serving Justice-Involved Consumers in Behavioral Health Services. Program Staff will utilize these practices when serving clients under this AB 109 funded program.
8. Program staff will adhere to CalOMS reporting requirements of AB 109 clients as delineated in ADP Bulletin 11-15-Referral Code for Post-Release Community Supervision (AB 109) clients in the California Outcome Measurement System-Treatment (CalOMS-Tx).

#### **Criteria for Recovery Service Delivery**

1. Program participation is limited to AB 109 eligible clients.
2. To participate in the residential program, persons must be AB 109 eligible and have stated that they have a drug problem, and a stated desire to live a drug free life; and
  - a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and
  - b. Abstain from alcohol and mood altering drugs, with the exception of prescribed medications which are deemed to be conducive to on-going recovery; and
  - c. Be free from communicable diseases, which require reporting by Title 17, California Administrative Code, Section 2500.

3. Persons are eligible for admission only twice in any twelve-month period and are subject to CONTRACTOR's "Readmission Policies."
4. To be admitted persons must be free of alcohol and mood-altering drugs for seventy-two (72) hours prior to admission to the program, except for allowances under 2b above.
5. No person shall be admitted who, on the basis of staff judgment:
  - a. Exhibits, or has exhibited, behavior dangerous to residents, staff or others; or
  - b. Requires an immediate medical evaluation or care by a licensed physician.
6. An applicant may be admitted to the Guestroom when further assessment is needed; the applicant is not able to make an immediate decision about future plans or is intoxicated.
7. For all participants, access to the primary recovery service can only be made by a referral from the Behavioral Health Bureau for Behavioral Health funded services only.

#### **Financial Eligibility**

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

#### **Assessment and Referral**

Individuals requesting admission to the AB 109 Residential Program must have an assessment completed by the Behavioral Health Bureau Assessment staff. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Bureau assessment staff (Refer to Exhibit J).

#### **Extension of Services**

CONTRACTOR may request from the designated BH Contract Monitor an extension of services for any enrolled AB 109 client who is in need of additional services. CONTRACTOR will submit a Request for Reauthorization form via fax to designated BH staff for review and approval for extension of services (Refer to Exhibit K).

#### **Monthly Progress Report**

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

#### **Designated Program 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

**PROGRAM 5: AB 109 - OUTPATIENT PROGRAM**

**Program Location**

Outpatient Program  
12 Sun Street  
Salinas, CA 93901  
(831) 753-6001

**Program Description**

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

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

In FYs 2015-18, CONTRACTOR will provide non-residential recovery education and support services for approximately 30 men and women referred to the AB 109 program in Salinas. These services are designed for individuals who do not require the close support of a residential setting. The program offers up to 26 group sessions, 6 individual sessions and 4 family sessions (optional) designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, and stress management. Educational and vocational issues will be addressed in recovery planning sessions to include eliminating alcohol/drug use; eliminating further criminal justice system involvement; obtain stable employment and/or increase vocational/educational knowledge and skills; obtain stable housing; maintain a clean and sober social support network; address health and mental health needs; address family issues when appropriate; address any outstanding legal issues.

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

1.

<b>Program Services (FY's 2015-18)</b>	<b>Est. No. of Outpatient Sessions per FY</b>
Individual Counseling Sessions (AB 109)	176
Group Counseling Sessions (AB 109)	761
Family Sessions (AB 109)	119

2. Provide weekly progress reports to authorized AB 109, Probation staff.
3. Program staff providing services will be trained in the practices of Motivational Interviewing (targeted for AB 109 clients), Seeking Safety (targeted for AB 109 clients), Trauma Informed Seeking Safety, and Assessment to Change: Effective

Strategies for Serving Justice-Involved Consumers in Behavioral Health Services. Program Staff will utilize these practices when serving clients under this AB 109 funded program.

4. Program staff will adhere to CalOMS reporting requirements regarding AB 109 clients as described in ADP Bulletin 11-15-Referral Code for Post-Release Community Supervision (AB 109) clients in the California Outcome Measurement System-Treatment (CalOMS-Tx)
5. Program staff will complete an Addiction Severity Index (ASI) Assessment on each client being served under this program.

#### **Assessment and Referral**

Individuals requesting admission to the AB 109 Outpatient Program must have an assessment completed by the Behavioral Health Bureau Assessment staff. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Bureau assessment staff (Refer to Exhibit J).

#### **Extension of Services**

CONTRACTOR may request from the designated BH Contract Monitor an extension of services for any enrolled AB 109 client who is in need of additional services. CONTRACTOR will submit a Request for Reauthorization form via fax to designated BH staff for review and approval for extension of services (Refer to Exhibit K).

#### **Monthly Progress Report**

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

#### **Designated Program 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

**PROGRAM 6: PREVENTION SERVICES (SOUTH COUNTY, PENINSULA and SALINAS REGIONS)**

**Program Locations**

1760 Fremont Blvd. Suite E-1  
Seaside, CA 93955  
(831) 899-6577

2167 H. De La Rosa St.  
Soledad, CA 93960  
(831) 385-0991

128 East Alisal St.  
Salinas, CA 93905  
(831) 753-5150

**Program Description**

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

The Community Recovery and Resource Center (CRRC) is a non-residential community-based program providing services to persons affected by alcohol and/or other drug related problems. CRRC programs and services are based on the belief that alcohol and other drug problems result from the reciprocal interactions among individuals, families, the community and the social environment. Therefore, the following programs and services are offered at three (3) Community Recovery and Resource Centers described below.

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

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

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

**Service Objectives:**

**Work plan strategies for the Peninsula Region will include:**

- Planning and assistance with adoption of City and County Social Host laws.
- Impacting the concentrated number of liquor licenses in the city of Marina (as identified as one of the top three areas in the County in the SPF Plan).
- Participate on the Community Action Partnership collaborative, as well as, the Crime Prevention Officers Association of Monterey County.
- Provide Life Skills Training and Gateway Drug Training to parents and High schools, continuation schools and community school youth.
- STEPS program (Safe Teens Empowerment project of Seaside).

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

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

<b>Prevention Services (Peninsula Region)</b>	<b>Est. No. of Hours Per Year</b>
FY 2015-16	4,998
FY 2016-17	4,998
FY 2017-18	4,998

**Work plan Strategies for the South County Region will include:**

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

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

<b>Prevention Services (South County Region)</b>	<b>Est. No. of Hours Per Year</b>
FY 2015-16	5,651
FY 2016-17	5,651
FY 2017-18	5,651

**Work plan Strategies for the Salinas Region will include:**

- Sun Street Centers Prevention Staff will review Social Host laws in the cities of Salinas as well as Prescription Drug Abuse among young adults.
- Sun Street will work on the concentrated number of liquor licenses in Salinas.
- Provide Life Skills Training and Gateway Drugs training to Parents in Spanish and English and to youth in middle and high schools, as well as to youth in Continuation and Community Schools, and youth diversion programs.
- Provide State certified Responsible Beverage Service (RBS) to local servers and sellers.
- Provide Life Skills, and Gateway Drug trainings in Salinas.
- The Safe Teens Empowerment Project of Salinas will begin to learn strategies of Life



Skills and Gateway Drug education, decoy and check point operations with law enforcement, and the use of media to change attitudes and behaviors.

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

Prevention Services (Salinas Region)	Est. No. of Hours Per Year
FY 2015-16	5,778
FY 2016-17	5,778
FY 2017-18	5,778

### **AOD Prevention Requirements**

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

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

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

*Prevention will address the six CSAP strategies as they pertain to the Monterey County Four Year AOD Prevention Plan and provide primary prevention services as outlined in federal regulations:*

#### **Six CSAP Strategies**

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

- **Information Dissemination** provides awareness and knowledge of the nature and extent of substance use, abuse, and addiction and their effects on individuals, families, and communities. It is one-way communication from a source to an audience, with limited contact between the two (e.g., printed materials, websites).
- **Education** is two-way communication between an educator/facilitator and the participants (e.g., classroom curriculum). Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis, and systematic judgment abilities.
- **Alternative Activities** provide opportunities to participate in activities that exclude substance use. The assumption is that constructive and healthy activities offset the attraction to alcohol and drugs and, therefore, minimize their use.
- **Problem Identification and Referral** involves identifying those who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education. This strategy does not include any activity designed to diagnose if a person is in need of treatment.

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

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

### **Outcomes and Evaluation:**

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

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

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

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

### **CAL OMS PREVENTION PROGRAM REPORTING REQUIREMENTS:**

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

Contractor shall report prevention services on a weekly basis as services occur and ensure that services meet County assigned objectives and County/provider contract deliverables.

### **Designated Program Monitor**

Rose Moreno, MPA, MA III  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 755-4716

**PROGRAM 7: OUTREACH AND ENGAGEMENT (HOMELESS POPULATION IN SALINAS)**

**Program Location**

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

**Program Narrative**

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

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

<b>Prevention Services (Peninsula Region)</b>	<b>Est. No. of Hours Per Year</b>
FY 2015-16	412
FY 2016-17	412
FY 2017-18	412

**Program Goals**

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

**Population/Catchment Area to be Served**

Homeless Individuals in the Salinas Area.

**Legal Status**

Voluntary

**Reporting Requirements**

CONTRACTOR will meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and project outcomes. CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the Department of Health, Behavioral Health Bureau.

**Designated Program 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

## **PROGRAM 8: OUTPATIENT PROGRAM - DRUG MEDI-CAL (DMC)**

### **Program Locations**

- 12 Sun Street Salinas, CA 93901  
(831) 753-6001
- 128 E. Alisal Street Salinas, CA 93905  
(831) 753-5150
- 3043 Mac Arthur Marina, CA 93933  
(831) 753-6001
- 1760 Fremont Blvd. Suite. E-1 Seaside, CA 93955  
(831) 737-9921
- 2167 H. De La Rosa Sr. St. Soledad, CA 93960  
(831) 385-0100

### **Service Delivery and Hours of Operation**

The program will operate from 8:00 A. M. to 7:00 P. M. Monday through Friday. 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 youth).

### **Program Description**

CONTRACTOR will operate and maintain an outpatient drug-free program offering Drug/Medi-Cal services in accordance with applicable State and Federal laws. This program will provide recovery support for Drug/Medi-Cal eligible adult and youth clients. A person's length of stay in the program is dependent upon the nature of presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program offers up to 26 group sessions and 6 individual sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, and stress management, and relapse prevention.

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:

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.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(f)(3), 50167(a)(6)(D), and 50195(d) when providing services to Minor Consent beneficiaries 12-20 years of age.

### **Assessment and Referral**

Individuals requesting admission to the Outpatient Program must have an assessment completed by the Behavioral Health Bureau assessment staff. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Bureau Assessment staff (Refer to Exhibit J). CONTRACTOR may complete an assessment for self-referred clients who are Drug

Medi-Cal (DMC) eligible requesting admission to the DMC Outpatient Program.

**Service Objectives**

1. Anticipate serving 156 adult and 78 youth Drug/Medi-Cal eligible clients per Fiscal Year (FY) among the program locations.
2. Provide the following estimated outpatient units to continuously enrolled Drug/Medi-Cal eligible clients. Each individual counseling session unit is 50 minutes. Each group counseling session unit is 90 minutes.

Service	FY 2015-16	FY 2016-17	FY 2017-18
Outpatient Individual Sessions (DMC)	0	1,404	1,404
Outpatient Group Sessions (DMC)	0	6,084	6,084

**Designated Program 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

**PROGRAM 9: INTENSIVE OUTPATIENT TREATMENT (DMC)**

**Program Location**

12 Sun Street  
Salinas, CA  
(831) 753-6001

128 E. Alisal Street  
Salinas, CA 93906  
(831) 753-5150

1760 Fremont Blvd, Suite E-1  
Seaside, CA 93955  
(831) 737-9921

**Program Description**

CONTRACTOR operates up to 8 weeks of intensive outpatient treatment (IOT) for men and women with significant alcohol and/or drug problems that necessitate a higher intensity of service delivery to initiate and maintain abstinence from the use of alcohol and/or other drugs. The IOT Program is a structured recovery program that provides a more intensive delivery of outpatient services (minimum of 9 hours with a maximum of 19 hours a week for adults) to assist the client to achieve and sustain sobriety. The intensity of treatment services may be modified as the client progresses through the program.

The IOT program requires the participant to attend treatment sessions more frequently initially and then decrease participation as the client continues to be continuously abstinent and progresses in their recovery. The IOT service is based on the American Society of Addiction Medicine, Third Edition 2013. Treatment services shall include the following elements:

Screening and intake	Individual and group counseling
Individualized assessment & treatment planning	Stress management
12 Step Referral	Anger management
Family counseling	Mood management
Matrix Model	Relapse prevention
AIDS/HIV education	Relationship management
Parenting education and support	Vocational/employment counseling
Aftercare	Discharge planning
Information/assistance with community-based health/legal/educational/vocational referrals	Toxicology drug screening

CONTRACTOR promotes abstinence-based goals while utilizing motivational enhancement and cognitive-behavioral therapy. CONTRACTOR utilizes an interdisciplinary team approach in the provision of recovery services, which includes a clinical supervisor, licensed therapists, certified counselors, peer recovery specialist and parent educators.

**Target Population**

The IOT Program is licensed by the California Department of Health Care Services and is Drug Medi-Cal certified to serve adults over the age of 18 who are experiencing acute problems with alcohol and/or other drugs.

Each applicant for treatment services is appropriately screened for eligibility based on meeting stated admission criteria. Admission is not denied to anyone on the basis of disability, race, color, religion, age, sexual orientation, national origin, or ability to pay. Pregnant and/or IV-drug using applicants receive priority admission.

### Service Objectives

The program will:

1. Provide structured and intensive outpatient treatment services to a minimum of 60 clients per year.
2. Contractor will provide the following estimated intensive outpatient treatment units to continuously enrolled Drug/Medi-Cal eligible clients for FY 2016-17. A unit is a face-to-face visit on a calendar day:

Service	FY 2015-16	FY 2016-17	FY 2017-18
Intensive Outpatient Treatment (DMC)	0	1,920	0

3. Program staff providing services utilize a variety of evidence-based treatment modalities, Social Model, 12-step Facilitation Therapy; Seeking Safety™, Motivational Interviewing, Cognitive Behavioral Therapy, and Matrix Model™.
4. Program staff will complete an Addiction Severity Index (ASI) Assessment on each client being served under this program.

### Admission Criteria

All referred clients must meet the following additional admission criteria:

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

No individual will be admitted or allowed to continue in treatment that exhibits behavior dangerous to staff, self, or others; or requires immediate medical or nursing care.

### Assessment and Referral

Monterey County Behavioral Health Bureau Assessment staff will conduct an assessment for individuals requesting admission to IOT. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Bureau assessment staff (Refer to Exhibit J). CONTRACTOR will work closely with the referral source to assure prompt intake screening and treatment planning. CONTRACTOR may complete an intake assessment for self-referred clients who are Drug Medi-Cal eligible requesting admission to the IOT Program.

### Extension of Services

CONTRACTOR may request from the designated BH Contract Monitor an extension of services. CONTRACTOR will submit a Request for Reauthorization form via fax to designated BH staff for review and approval for extension of services (Refer to Exhibit K).

### Intake Hours/Hours of Operation:

Intake and/or admission services are available on Monday through Friday from 9:00am – 5:00pm.

**Designated Program 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

**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](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

**PERINATAL, CAL OMS DATA AND CAL OMS PREVENTION 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>

**DEBARMENT AND SUSPENSIONS**

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



**EXHIBIT B-2:  
PAYMENT PROVISIONS**

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**PAYMENT TYPE**

Cost Reimbursed up to the Maximum Contract Amount.

**Non-Drug/Medi-Cal**

1. COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community, which fall within the general services described in Exhibit A. The rate for Non-Drug/Medi-Cal client services that are not co-located with Drug/Medi-Cal client services shall be a negotiated rate based upon the estimated revenue and units of service. The rate for Non-Drug/Medi-Cal client services that are co-located with Drug/Medi-Cal client services shall be an interim rate based upon the Drug/Medi-Cal Statewide Maximum Allowance (SMA). At the end of each fiscal-year COUNTY may make adjustment to the negotiated rate in accordance with the procedures set forth in Section 16 of this Agreement.
2. Subject to the cost adjustment described in Section 16, COUNTY shall compensate CONTRACTOR in the following manner:
  - A. For Programs 1, 2, 6 and 7, CONTRACTOR shall bill COUNTY one- twelfth of the annual amount, monthly, in advance, on the Monthly Service Level Report and Exhibit C. For Residential Programs, COUNTY shall review actual bed day utilization rate for fixed rate reimbursement programs on a quarterly basis and adjust reimbursement to the CONTRACTOR accordingly. At the end of each fiscal year, COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 16 of this Agreement.
  - B. For Programs 3, 4 and 5, services shall be invoiced to COUNTY in arrears and on a monthly basis.
  - C. CONTRACTOR shall develop a fee schedule in accordance with Section 14. Billings shall be presented to COUNTY promptly after the close of each calendar month, as required in the County Alcohol and Drug Reporting Guidelines.
3. COUNTY shall pay CONTRACTOR the following negotiated rates for the following programs:

		FY 2015-2016		FY 2016-2017		FY 2017-2018		
Program Number and Title		FY 2015-18 Units of Service (Per FY)	Rate	Program Total*	Rate	Program Total*	Rate	Program Total*
1	Residential Recovery Services	7,787	\$65.80	\$512,385	\$68.43	\$532,865	\$68.43	\$532,865
2	Pueblo Del Mar	12,775		\$131,614		\$136,879		\$136,879
3	Indigent Parenting Outpatient Individual Counseling	587	\$66.93	\$39,288	\$69.50	\$40,797	\$69.50	\$40,797
3	Indigent Parenting Outpatient Group Counseling	4,609	\$27.14	\$125,089	\$27.46	\$126,564	\$27.46	\$126,564
3	DSS Outpatient Individual Counseling	251	\$66.93	\$16,800	\$69.50	\$17,445	\$69.50	\$17,445
3	DSS Outpatient Group Counseling	945	\$27.14	\$25,648	\$27.46	\$25,950	\$27.46	\$25,950
4	Residential Recovery Services (AB 109)	2,430	\$65.80	\$159,894	\$68.43	\$166,285	\$68.43	\$166,285
5	Outpatient Individual Sessions (AB 109)	176	\$66.93	\$11,780	\$69.50	\$12,232	\$69.50	\$12,232
5	Outpatient Group Sessions (AB 109)	761	\$27.14	\$20,654	\$27.46	\$20,898	\$27.46	\$20,898
5	Outpatient Family Sessions (AB 109)	119	\$67.50	\$8,033	\$70.20	\$8,354	\$70.20	\$8,354
6	Prevention (Peninsula Region)	4,998		\$118,468		\$123,207		\$123,207
6	Prevention (South County)	5,651		\$133,945		\$139,303		\$139,303
6	Prevention (Salinas)	5,778		\$136,955		\$136,955		\$136,955
7	Outreach and Engagement (Homeless Population in Salinas)	412		\$25,000		\$25,000		\$25,000
* Displayed amounts are rounded Non-Drug/ Medi-Cal Sub-Total				\$1,465,553		\$1,512,734		\$1,512,734

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

### 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 16 of this Agreement. Subject to the cost adjustment described in Section 16, COUNTY shall compensate CONTRACTOR in the following manner:

- a. For Programs 8 and 9, Outpatient Program - Drug Medi-Cal (DMC) and Intensive Outpatient Treatment (DMC), CONTRACTOR shall bill COUNTY monthly, in arrears, on Exhibit C, attached to supporting documentation as required by COUNTY for payment. Billings shall be submitted to COUNTY promptly after the close of each calendar month, as required in the County Alcohol and Drug Reporting Guidelines.

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

Program Number and Title		FY 2016-2017			FY 2017-2018		
		FY 2016-17 Units of Service (Per FY)	Rate	Program Total*	FY 2017-18 Units of Service (Per FY)	Rate	Program Total*
8	Outpatient Individual Counseling (DMC)	1,404	\$69.50	\$97,578	1,404	\$69.50	\$97,578
8	Outpatient Group Counseling (DMC)	6,084	\$27.46	\$167,067	6,084	\$27.46	\$167,067
9	Intensive Outpatient Treatment (DMC)	1,920	\$59.13	\$113,530			
* Displayed amounts are rounded Sub-Total				\$378,175			\$264,645

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

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

## 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 **\$5,133,841** for services rendered under this Agreement.

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

FY 2015-2016										
Program Number/Name	Avatar Program Name	Avatar Program ID	Contract Amount	Federal Abuse Prevention & Treatment (SAPT) Block Grant	Drug/Medi-Cal (Combination of Federal Financial Participation (FFP) and required match (% varies based on Aid Code.) Behavioral Health Sub-Account funds are used for the match.)	State Funds-Behavioral Health Sub-Account	State AB109	Other Non-State/Federal Funds	TOTAL	
Non-Drug/Medi-Cal Programs										
1 Residential Recovery Home Services	ZADP Sun Street Residential	Z1ORS	\$512,385	\$512,385					\$512,385	
	ZADP Sun Street Res Detox	Z1ODX								
2 Pueblo Del Mar	ZADP Sun Street Center Pueblo Del Mar	Z1OPD	\$131,614				\$131,614		\$131,614	
3 Indigent Parenting Outpatient Individual Counseling	ZADP SSC OP Outpatient	Z46RG	\$39,288			\$39,288			\$39,288	
3 Indigent Parenting Outpatient Group Counseling	ZADP SSC OP Outpatient	Z46RG	\$125,089			\$125,089			\$125,089	
3 DSS Outpatient Individual Counseling	ZADP SSC OP Outpatient	Z46RG	\$16,800			\$16,800			\$16,800	
3 DSS Outpatient Group Counseling	ZADP SSC OP Outpatient	Z46RG	\$25,648			\$25,648			\$25,648	
4 Residential Program (AB 109)	ZADP Sun Street Residential AB109	Z1ORSAB109	\$159,894				\$159,894		\$159,894	
5 Outpatient Individual Session (AB 109)	ZADP SSC OP AB109	Z46RGAB109	\$11,780				\$11,780		\$11,780	
5 Outpatient Group Session (AB 109)	ZADP SSC OP AB109	Z46RGAB109	\$20,654				\$20,654		\$20,654	
5 Outpatient Family Sessions (AB 109)	ZADP SSC OP AB109	Z46RGAB109	\$8,033				\$8,033		\$8,033	
6 Prevention (Peninsula Region)	Not applicable	Not applicable	\$118,468	\$118,468					\$118,468	
6 Prevention (South County)	Not applicable	Not applicable	\$133,945	\$43,679				\$90,266	\$133,945	
6 Prevention (Salinas)	Not applicable	Not applicable	\$136,955			\$136,955			\$136,955	
7 Outreach and Engagement (Homeless Population in Salinas)	Not applicable	Not applicable	\$25,000			\$25,000			\$25,000	
<b>Grand Total per FY</b>			<b>\$1,465,553</b>	<b>\$674,532</b>		<b>\$368,780</b>	<b>\$200,361</b>	<b>\$221,880</b>	<b>\$1,465,553</b>	

**FY 2016-17**

Program Number/Name	Avatar Program Name	Avatar Program ID	Contract Amount	Federal Substance Abuse Prevention & Treatment (SAPT) Block Grant	Drug/Medi-Cal (Combination of Federal Financial Participation (FFP) and required match (% varies based on Aid Code.) Behavioral Health Sub-Account funds are used for the match.)	State Funds- Behavioral Health Sub-Account	State AB109	Other Non-State/Non-Federal Funds	TOTAL
<b>Non-Drug/Medi-Cal Programs</b>									
1 Residential Recovery Home Services	ZADP Sun Street Residential	Z10RS	\$532,865	\$532,865					\$532,865
	ZADP Sun Street Res Detox	Z10DX							
2 Pueblo Del Mar	ZADP Sun Street Center Pueblo Del Mar	Z10PD	\$136,879					\$136,879	\$136,879
3 Indigent Parenting Outpatient Individual Counseling	ZADP SSC OP Outpatient	Z46RG	\$40,797			\$40,797			\$40,797
3 Indigent Parenting Outpatient Group Counseling	ZADP SSC OP Outpatient	Z46RG	\$126,564			\$126,564			\$126,564
3 DSS Outpatient Individual Counseling	ZADP SSC OP Outpatient	Z46RG	\$17,445			\$17,445			\$17,445
3 DSS Outpatient Group Counseling	ZADP SSC OP Outpatient	Z46RG	\$25,950			\$25,950			\$25,950
4 Residential Program (AB 109)	ZADP Sun Street Residential AB109	Z10RSAB109	\$166,285				\$166,285		\$166,285
5 Outpatient Individual Session (AB 109)	ZADP SSC OP AB109	Z46RGAB109	\$12,232				\$12,232		\$12,232
5 Outpatient Group Session (AB 109)	ZADP SSC OP AB109	Z46RGAB109	\$20,898				\$20,898		\$20,898
5 Outpatient Family Sessions (AB 109)	ZADP SSC OP AB109	Z46RGAB109	\$8,354				\$8,354		\$8,354
6 Prevention (Peninsula Region)	Not applicable	Not applicable	\$123,207	\$123,207					\$123,207
6 Prevention (South County)	Not applicable	Not applicable	\$139,303	\$45,970				\$93,333	\$139,303
6 Prevention (Salinas)	Not applicable	Not applicable	\$136,955			\$136,955			\$136,955
7 Outreach and Engagement (Homeless Population in Salinas)	Not applicable	Not applicable	\$25,000			\$25,000			\$25,000
	<b>Subtotal per FY</b>		<b>\$1,512,734</b>	<b>\$702,042</b>		<b>\$372,711</b>	<b>\$207,769</b>	<b>\$230,212</b>	<b>\$1,512,734</b>
<b>Drug/Medi-Cal Programs</b>									
8 Outpatient Individual Counseling (DMC)	ZADP SSC OP Outpatient Alisal Salinas	Z18OP							
	ZADP SSC OP Outpatient Marina	Z19OP							
	ZADP SSC OP Outpatient Seaside	Z17OP	\$97,578		\$97,578				\$97,578
	ZADP SSC OP Outpatient Soledad	Z21OP							
	ZADP SSC OP Outpatient Sun Salinas	Z13OP							
8 Outpatient Group Counseling (DMC)	ZADP SSC OP Outpatient Alisal Salinas	Z18OP							
	ZADP SSC OP Outpatient Marina	Z19OP							
	ZADP SSC OP Outpatient Seaside	Z17OP	\$167,067		\$167,067				\$167,067
	ZADP SSC OP Outpatient Soledad	Z21OP							
	ZADP SSC OP Outpatient Sun Salinas	Z13OP							
9 Intensive Outpatient Treatment	ZADP SSC OP Intensive Alisal Salinas	Z18OPINT							
	ZADP SSC OP Intensive Seaside	Z17OPINT	\$113,530		\$113,530				\$113,530
	ZADP SSC OP Intensive Sun Salinas	Z13OPINT							
	<b>Subtotal per FY</b>		<b>\$378,175</b>		<b>\$378,175</b>				<b>\$378,175</b>
<b>Grand Total per FY</b>			<b>\$1,890,909</b>	<b>\$702,042</b>	<b>\$378,175</b>	<b>\$372,711</b>	<b>\$207,769</b>	<b>\$230,212</b>	<b>\$1,890,909</b>

FY 2017-18

Program Number/Name	Avatar Program Name	Avatar Program ID	Contract Amount	Federal Substance Abuse Prevention & Treatment (SAPT) Block Grant	Drug Medical (Combination of Federal Financial Participation (FFP) and required match (% varies based on Aid Code.) Behavioral Health Sub-Account funds are used for the match.)	State Funds- Behavioral Health Sub Account	State AB109	Other Non-State/Non-Federal Funds	TOTAL
<b>Non-Drug/Medi-Cal Programs</b>									
1 Residential Recovery Home Services	ZADP Sun Street Residential	Z10RS	\$532,865	\$532,865					\$532,865
	ZADP Sun Street Res Detox	Z10DX							
2 Pueblo Del Mar	ZADP Sun Street Center Pueblo Del Mar	Z10PD	\$136,879					\$136,879	\$136,879
3 Indigent Parenting Outpatient Individual Counseling	ZADP SSC OP Outpatient	Z46RG	\$40,797			\$40,797			\$40,797
3 Indigent Parenting Outpatient Group Counseling	ZADP SSC OP Outpatient	Z46RG	\$126,564			\$126,564			\$126,564
3 DSS Outpatient Individual Counseling	ZADP SSC OP Outpatient	Z46RG	\$17,445			\$17,445			\$17,445
3 DSS Outpatient Group Counseling	ZADP SSC OP Outpatient	Z46RG	\$25,950			\$25,950			\$25,950
4 Residential Program (AB 109)	ZADP Sun Street Residential AB109	Z10RSAB109	\$166,285	\$166,285			\$166,285		\$166,285
5 Outpatient Individual Session (AB 109)	ZADP SSC OP AB109	Z46RGAB109	\$12,232				\$12,232		\$12,232
5 Outpatient Group Session (AB 109)	ZADP SSC OP AB109	Z46RGAB109	\$20,898				\$20,898		\$20,898
5 Outpatient Family Sessions (AB 109)	ZADP SSC OP AB109	Z46RGAB109	\$8,354				\$8,354		\$8,354
6 Prevention (Peninsula Region)	Not applicable	Not applicable	\$123,207	\$123,207				\$93,333	\$123,207
6 Prevention (South County)	Not applicable	Not applicable	\$139,303	\$45,970					\$139,303
6 Prevention (Salinas)	Not applicable	Not applicable	\$136,955						\$136,955
7 Outreach and Engagement (Homeless Population in Salinas)	Not applicable	Not applicable	\$25,000						\$25,000
	<b>Subtotal per FY</b>		<b>\$1,512,734</b>	<b>\$702,042</b>		<b>\$372,711</b>	<b>\$207,769</b>	<b>\$230,212</b>	<b>\$1,512,734</b>
<b>Drug/Medi-Cal Programs</b>									
8 Outpatient Individual Counseling (DMC)	ZADP SSC OP Outpatient Alisal Salinas	Z18OP							
	ZADP SSC OP Outpatient Marina	Z19OP							
	ZADP SSC OP Outpatient Seaside	Z17OP	\$97,578		\$97,578				\$97,578
	ZADP SSC OP Outpatient Soledad	Z21OP							
	ZADP SSC OP Outpatient Sun Salinas	Z13OP							
	ZADP SSC OP Outpatient Alisal Salinas	Z18OP							
	ZADP SSC OP Outpatient Marina	Z19OP							
	ZADP SSC OP Outpatient Seaside	Z17OP	\$167,067		\$167,067				\$167,067
	ZADP SSC OP Outpatient Soledad	Z21OP							
	ZADP SSC OP Outpatient Sun Salinas	Z13OP							
8 Outpatient Group Counseling (DMC)	ZADP SSC OP Intensive Alisal Salinas	Z18OPINT							
	ZADP SSC OP Intensive Seaside	Z17OPINT	\$0		\$0				\$0
	ZADP SSC OP Intensive Marina	Z19OPINT							
	ZADP SSC OP Intensive Sun Salinas	Z13OPINT							
	<b>Subtotal per FY</b>		<b>\$264,645</b>		<b>\$264,645</b>				<b>\$264,645</b>
<b>Grand Total per FY</b>			<b>\$1,777,379</b>	<b>\$702,042</b>	<b>\$264,645</b>	<b>\$372,711</b>	<b>\$207,769</b>	<b>\$230,212</b>	<b>\$1,777,379</b>

C. Maximum Annual Liability:

<b>SUN STREET CENTERS: AOD Agreement FYs 2015-18</b>	
FY 2015-16 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$1,465,553
FY 2016-17 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$1,890,909
FY 2017-18 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$1,777,379
<b>TOTAL AGREEMENT MAXIMUM LIABILITY</b>	<b>\$5,133,841</b>

- D. 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.
- E. 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.
- F. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Cost Report or audit report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any Federal, State or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.
- G. **Prohibition on Duplicate Billing**  
In no event shall CONTRACTOR bill COUNTY for a portion of service costs for which CONTRACTOR has been or will be reimbursed from other contracts, grants or sources.
- H. **Time for Filing Final Claim**  
CONTRACTOR's final claim for any payment under this contract must be filed not later than ninety (90) calendar days after the date on which this contract terminates. No claim submitted by CONTRACTOR after such time will be accepted or paid by COUNTY.
- I. **Certification and Payment of Claim by COUNTY**  
COUNTY shall promptly certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement. COUNTY will compare the CONTRACTOR claimed amount against the COUNTY authorized amount by mode, service function, fund source and number of units of service. COUNTY shall then submit such certified claim to the COUNTY Auditor. The Auditor shall pay the claim in the amount certified by COUNTY within 30 days.
- J. **Disputed Payment Amount**  
If COUNTY certifies for payment a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for the modification. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the COUNTY's notice. The

parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

#### **PAYMENT METHOD**

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

MCHDBHFinance@co.monterey.ca.us

Or mail to:

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



**EXHIBIT H-2:  
COMPLIANCE WITH STATE DEPARTMENT OF HEALTHCARE SERVICES  
REGULATIONS**

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

1. CONTRACTOR shall fully participate in the California Outcome Measurement (CalOMS) for treatment services; the Drug and Alcohol Treatment Access Report (DATAR), and any other data collection systems required by the County or the State Department of Health Care Services (DHCS).
2. CONTRACTOR shall adhere to the Computer Software Copyright laws, i.e. CONTRACTOR certifies that it has appropriate systems and controls in place to ensure that state or federal funds available under this Contract will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws. (Reference: Executive Order D-10-99 and Department of General Services Management Memo 00-02).
3. Child Support Compliance Act
  - A. CONTRACTOR recognizes the importance of child and family support obligations and shall comply fully with all applicable state and federal laws, relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earning assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and,
  - B. To the best of its knowledge, CONTRACTOR is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
4. Domestic Partners Act

Pursuant to the Public Contract Code 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of \$100,000 or more with a CONTRACTOR, who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.
5. Intravenous Drug Use (IVDU) Treatment

CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo substance use disorder (SUD) treatment (42 USC 300x (96.126(e))).
6. Tuberculosis (TB) Treatment

CONTRACTOR shall ensure that following related to Tuberculosis (TB);

  - A. Routinely makes available TB services to each individual receiving treatment for SUD use and/or abuse;
  - B. Reduce barriers to patients' accepting TB treatment; and,
  - C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

7. Limited English Proficiency  
To ensure equal access to quality care by diverse populations, the CONTRACTOR shall:
- A. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.
  - B. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.
  - C. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
  - D. Require and arrange for ongoing education and training for administrative clinical, and support staff in culturally and linguistic competent service delivery.
  - E. Provide all clients with limited English Proficiency access to bilingual staff or interpretation services.
  - F. Provide oral and written notices, including translated signage at key points of contact, to clients, in their primary language informing them of their right to receive no-cost interpreter services.
  - G. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language group in the area.
  - H. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relative to clinical on non-clinical encounters. Family or friends are not considered adequate substitutes because they actually lack these abilities.
  - I. Ensure that the clients' primary spoken language and self identifies race/ethnicity are included in the providers' management information system as well as any clients records used by provider staff.
8. Counselor Certification  
Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8.
9. Force Majeure  
Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, fright, embargo, related utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the CONTRACTOR arises out of default of its subcontractor, and if such default of such subcontractor arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without fault or negligence of either of them, the CONTRACTOR shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. However, CONTRACTOR shall use all best efforts to continue

with services, in light of the situation.

10. Charitable Choice

In the delivery of services, including outreach activities, any CONTRACTOR that is a religious organization shall not discriminate against an individual on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious belief. CONTRACTOR shall not use funds provided through this contract for inherently religious activities, such as worship, religious instruction, or proselytization. If an otherwise eligible individual objects to the religious character of the program, CONTRACTOR shall within a reasonable time after the date of such objection refer the individual to an alternative provider, and provide notice of individual right to services from an alternative provider that reasonably meet the requirements of timeliness, capacity, accessibility, and equivalency. All referrals shall be made in a manner consistent with all applicable confidentiality laws. Upon referring an individual to an alternative provider, the CONTRACTOR shall notify the COUNTY of such referral; and CONTRACTOR shall ensure that the individual makes contact with the alternative provider to which he or she is referred (42 CFR Part 54).

CONTRACTOR shall document the total number of referrals necessitated by religious objection to other alternative substance abuse providers. The CONTRACTOR shall annually submit this information by September 1<sup>st</sup>. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner prescribed by DHCS.

11. Trafficking Victims Protection Act of 2000

The County is authorized to terminate the contract, without penalty, if the CONTRACTOR or any subcontractor engages in or uses labor recruiters, brokers, or other agents who engage in: (a) severe forms of trafficking in persons; (b) the procurement of a commercial sex act during the period of time contract is in effect; (d) the use of forced labor in the performance contract; or (e) acts that directly support or advance trafficking in persons specified in 22 US Code Section 7104. CONTRACTOR and its subcontractors shall comply with 22 US Code Section 7104.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of the State's Alcohol and Drug Program Regulations.

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

  
\_\_\_\_\_  
Signature of Authorized Representative

11/2/16  
\_\_\_\_\_  
Date

Sun Street Centers  
\_\_\_\_\_  
Business Name of Contractor

Anna Foglia  
\_\_\_\_\_  
Name of Authorized Representative (printed)

CEO  
\_\_\_\_\_  
Title of Authorized Representative