

AMENDMENT NO. 3 TO AGREEMENT A-12237

This Amendment No. 3 to Agreement A-12237 is made and entered into by and between the **County of Monterey**, hereinafter referred to as COUNTY, and **Community Human Services** hereinafter referred to as CONTRACTOR.

Whereas COUNTY and CONTRACTOR have heretofore entered into Agreement A-12237 dated June 19, 2012 (Agreement), Amendment No. 1 dated June 4, 2013, Amendment No. 2 dated October 8, 2013 ; and

Whereas the parties desire to amend the Agreement as specified below;

1. Decrease units of service and funding for Drug treatment services in programs 5 and 6.
2. Increase Drug Medi-Cal units of service and funding for FYs 2013-15 for Program 3.

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

1. EXHIBIT A of Agreement A-12237 is replaced with Amendment No. 3 to EXHIBIT A of Agreement A-12237. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 3 to EXHIBIT A.

2. EXHIBIT B of Agreement A-12237 is replaced with Amendment No. 3 to EXHIBIT B of Agreement A-12237. All references in the Agreement to EXHIBIT B shall be construed to refer to Amendment No. 3 to EXHIBIT B.

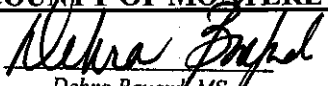
3. PAYMENTS BY COUNTY, COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Amendment No. 3 to EXHIBIT B, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of **\$5,205,020.**

4. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-12237 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.


5. A copy of this Amendment shall be attached to the original Agreement executed by the County on June 19, 2013.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to Agreement A-12237 as of the date and year written below:

COUNTY OF MONTEREY

By: 
Debra Bayard, MS
Mike Derr, Deputy Health Manager
County of Monterey

Date: 5/30/14

By: 
Ray Bulnick, Director of Health

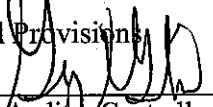
Date: _____

Approved as to Form

By: 
Stacy L. Saetta, Assistant County Counsel²
Deputy

Date: 5/22/14

Approved as to Fiscal Provisions

By: 
Gary Giboney, Auditor/Controller

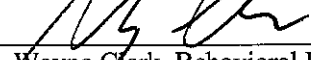
Date: 5/22/14

Approved as to Liability Provisions

By: _____
Steve Mauck, Risk Management¹

Date: _____

Approved as to Content


By: 
Wayne Clark, Behavioral Health Director

Date: 5/12/14

CONTRACTOR

COMMUNITY HUMAN SERVICES

Contractor*

By: 
Robin McCrae, Chief Executive Officer

Date: 5/5/14

By: 
Cedric Otsuki, Chief Financial Officer

Date: 5/5/14

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

**AMENDMENT NO. 3 TO EXHIBIT A
COMMUNITY HUMAN SERVICES
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES**

PROGRAM 1: RESIDENTIAL DRUG TREATMENT

Target Population

Monterey County men and women, age 18 years or older with primary addiction to drug(s). Intravenous drug users and HIV+ clients will receive priority admission.

Program Description

1. Long term (length of treatment varies by individual, approximately 3 months), highly structured Residential Drug Treatment for up to 21 adults. Priority admission is given to intravenous drug users and HIV+ individuals. Residential Drug Treatment Services include:
 - Room and board with 24-hour staff supervision
 - Comprehensive substance abuse assessment
 - Abridged mental health status exam
 - Individualized treatment plan
 - Medically supervised detoxification/withdrawal
 - Random drug testing
 - Ongoing, basic medical services, including initial examination
 - Group counseling (5 times/week, facilitated by counseling staff)
 - Individual counseling (minimum, 1 time/week, facilitated by counseling staff)
 - Family counseling (by appointment, facilitated by counseling staff)
 - Introduction to 12-step recovery programs/peer support groups
 - On-site AA and NA meetings (2 per week)
 - Substance abuse education
 - Relapse prevention
 - Discharge and Aftercare planning
 - Case management
 - Transportation
 - Referrals/linkages to other community services
 - Grad Group (weekly, facilitated by counseling staff)
2. Residential Drug Treatment is structured in three phases:
Phase I – Threshold (2 weeks):
Short term detoxification and stabilization coinciding with “black out period” (no unauthorized visitors/communications allowed) The goals are detoxification/withdrawal and emotional stabilization, identification of basic feelings and issues, introduction to 12-step principles, and acceptance of responsibility for one’s own recovery. Residents are admitted to Threshold upon entry to the program. Relapse prevention begins in Threshold and continues in Phase II and Phase III.

Phase II - Core (4 weeks):

The goals of the Core Program are continued abstinence, work on treatment plan, processing of basic feelings and issues, active involvement in one's own recovery, including attendance at 12-step meetings and obtaining a sponsor. Residents begin to clarify values. Legal, financial and familial responsibilities are addressed, as well as employment and housing needs. Discharge and aftercare planning begins in Phase II and is completed in Phase III.

Phase III - Re-Entry (6 weeks):

The goal of Re-Entry is preparation for re-integration into the community with emphasis on resolving housing and employment issues, as well as identifying support for maintenance of recovery, including participation in weekly Grad Group.

Service Objectives

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Alcohol and Drug Programs license regulations. Genesis Residential Center is licensed for 36 beds: 28 co-ed residential drug treatment beds and 8 perinatal residential drug treatment beds.
2. Contracted Capacity and Estimated Occupancy:
 - a. Contracted Capacity: Annually, Community Human Services will make available to the Monterey County Behavioral Health Division 21 beds or 5,691 bed days.
 - b. Estimated Occupancy: Annually, of the 5,691 bed days available, the Behavioral Health Division anticipates utilizing 90% or 5,122 bed days.

Assessment and Referral

Individuals requesting admission to the Residential Drug Treatment program may have an assessment completed by the Behavioral Health Division 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 a referral from the Behavioral Health Division for funded services only.

DESIGNATED CONTRACT MONITOR

Robert Jackson
1441 Constitution Blvd., Bldng 400
Salinas, CA 93906
(831) 796-1716

PROGRAM 2: PERINATAL RESIDENTIAL DRUG TREATMENT

Target Population

Pregnant and parenting women who are residents of Monterey County and age 18 years or older with primary addiction to drug(s). Priority admission is given to pregnant women, intravenous drug users and HIV+ women.

Program Description

1. Long term (length of treatment varies by individual, approximately 7 – 10 months) highly structured residential drug treatment for perinatal women. Up to six (6) children (age birth to 5) may reside with their mothers in treatment.
2. Perinatal Residential Drug Treatment is designed to provide up to ten (10) months of unique services to the women and children in the program. Perinatal residential drug treatment services include on-site child care, coordination of prenatal, postpartum and well-baby medical care, parenting education, nutritional counseling and family planning, in addition to all the services listed under Program 1: Residential Drug Treatment Program description above.

Service Objectives

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Alcohol and Drug Programs license regulations. Genesis Residential Center is licensed for 8 perinatal residential drug treatment beds.
2. Contracted Capacity and Estimated Occupancy:
 - a. Contracted Capacity: Annually, Community Human Services will make available to the Monterey County Behavioral Health Division 7 beds or **1,875** bed days.
 - b. Estimated Occupancy: Annually, of the 1,875 bed days available, the Behavioral Health Division anticipates utilizing 90% or **1,688** bed days.

Assessment and Referral

Individuals requesting admission to the Perinatal Residential Drug Treatment program may have an assessment completed by the Behavioral Health Division 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 a referral from the Behavioral Health Division for funded services only.

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PROGRAM 3: OUTPATIENT NARCOTIC TREATMENT PROGRAM (NTP)

Target Population

Medi-Cal eligible adults, age 18 years or older, with primary addiction to heroin or other opiate(s). Priority admission is given to intravenous drug users, HIV+ individuals and pregnant women.

Program Description

Long term, defined as periods of time exceeding twenty-one (21) days, daily administration of methadone as a substitute for heroin or other opiates, preventing symptoms of withdrawal without creating euphoria. Medical and counseling services are also provided.

Service Objectives

1. Operate and maintain a State licensed, Drug/Medi-Cal certified outpatient narcotic treatment program in accordance with all applicable State and Federal laws.
2. Provide estimated **44,346** methadone doses to continuously enrolled Drug/Medi-Cal eligible clients.
Provide estimated **461** methadone doses to continuously enrolled AB 109 eligible clients.
3. Provide an estimated **29,282** individual counseling units to continuously enrolled Drug/Medi-Cal eligible clients. Each counseling unit shall be 10 minutes.

Provide an estimated **293** individual counseling units to continuously enrolled AB 109 eligible clients. Each counseling unit shall be 10 minutes.

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PROGRAM 4: DRUG AND ALCOHOL INTERVENTION SERVICES FOR YOUTH PROGRAM (DAISY)

Target Population

At-risk Monterey County youth and their families are the population of focus. Services are available for substance-abusing, pre-delinquent youth (including status offenders, pre-court, probation without wardship, first time offenders, etc.) who are primarily in grades 6 – 9 through the Drug and Alcohol Intervention Services for Youth program (DAISY).

Program Description

1. Employment of two full-time bilingual/Spanish counselors, to provide individual, group and family counseling and assess referrals for eligibility and suitability for services for qualified court-involved youths, utilizing funding from the Juvenile Justice Crime Prevention Act (JJCPA).
2. The program utilizes the *Seven Challenges* curricula
3. Collaborate as necessary with other agencies involved in the Silver Star Youth Program.

4. Participate in team meetings with school, Probation, or other relevant staff, when necessary as well as attend collaborative meetings to coordinate the overall implementation of the JJCPA programs.
5. Communicate regularly with Probation regarding cash management, program implementation, records or whatever necessary to determine the effectiveness and outcomes of this project.

Service Objectives

Provide services for a minimum of 100 clients per year, for an estimated **300** units of service (individual, group and family counseling).

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PROGRAM 5: ADULT DRUG COURT GRANT-RESIDENTIAL TREATMENT PROGRAM

PROGRAM NARRATIVE

In Monterey County, at the defendant's request, through defendant's attorney, the Court may grant the Adult Drug Court Grant funded residential treatment program. Initially, the Court determines whether the defendant is eligible for this residential program and advises the defendant and defendant's attorney of that determination. Subsequently, the Monterey County Health Department's Behavioral Health Division may authorize men and women, 18 years or older, with primary addiction to alcohol or other drugs for enrollment in this program.

Program Description

Short term (up to 61 days), highly structured Residential Treatment for adults. Length of treatment varies by individual. Extensions may be granted by the county as justified by the program.

Residential Treatment Services include:

- Room and board with 24-hour staff supervision
- Comprehensive substance abuse assessment
- Abridged mental health status exam
- Individualized treatment plan
- Medically supervised detoxification/withdrawal
- Random drug testing provided by Probation staff
- Ongoing, basic medical services, including initial examination
- Group counseling (5 times/week, facilitated by counseling staff)
- Individual counseling (minimum 1 time/week, facilitated by counseling staff)
- Family counseling (by appointment, facilitated by counseling staff)
- Introduction to 12-step recovery programs/peer support
- On-site AA and NA meetings (2 per week)

- Substance abuse education
- Relapse prevention
- Discharge and Aftercare planning
- Case management
- Transportation
- Referrals/linkages to other community services
- Grad Group (weekly, facilitated by counseling staff)

2. Residential Treatment is structured in three (3) phases:

Phase I – Threshold (approximately 1 week):

Short term detoxification and stabilization coinciding with “blackout period” (no unauthorized visitors/communications allowed). The goals of Threshold are detoxification/withdrawal and emotional stabilization, identification of basic feelings and issues, introduction to 12-step principles, and acceptance of responsibility for one’s own recovery. Residents are admitted to Phase I upon entry to the program. Relapse prevention begins in Phase I and continues in Phase II and III.

Phase II - Core (approximately 4 weeks):

The goals of Phase II are continued abstinence and work on treatment plan, processing of basic feelings and issues, active involvement in one’s own recovery, including attendance at 12-step meetings and getting a sponsor. Residents begin to clarify values. Legal, financial and family responsibilities are addressed, as well as employment and housing needs. Discharge and aftercare planning begins in Phase II and is completed in Phase III.

Phase III - Re-Entry (approximately 3 weeks):

The goal of Phase III is preparation for re-integration into the community with emphasis on resolving housing and employment issues, as well as identifying support for maintenance of recovery, including participation in weekly Grad Group.

Service Objectives

1. Operate and maintain a State certified residential alcohol and other drug treatment program in accordance with State Department of Alcohol and Drug Programs license regulations. Genesis Residential Center is licensed for 36 beds: 28 residential treatment beds and 8 perinatal residential treatment beds.
2. For this Agreement, Community Human Services Residential will provide culturally and linguistically competent services using the evidenced based practices of Motivational Interviewing and Seeking Safety.
3. 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.
4. Program staff will complete an Addiction Severity Index (ASI) Assessment on each client served under this program.
5. Annually, CONTRACTOR will make available to COUNTY Behavioral Health Division the following units of service:

Fiscal Year	Est. No. of Bed Days
2012-13	1,159
2013-14	406
2014-15	406

Assessment and Referral

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

Adult Drug Court Grant Program Requirements:

Drug Court Grant Program Extension of Services

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

Drug Court Grant Program Reporting Requirements:

To effectively track and coordinate client referrals and services, Contractor will submit a *weekly* progress report for each Drug Court Grant client that is scheduled to attend court for that particular week to the PC 1210 and Drug Court Grant Behavioral Health Staff.

Drug Court Grant Program Monthly Progress Report

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

Drug Court Grant Program Hot Sheets

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

Drug Court Grant Program Monthly Statistics Report

Contractor will submit to the Drug Court Grant Behavioral Health Staff monthly statistics regarding PC 1210 clients by the 7th of each month.

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

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

GPRA Training, Data Collection and Input:

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

DESIGNATED CONTRACT MONITOR

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PROGRAM 6: AB 109: RESIDENTIAL TREATMENT PROGRAM

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 Division will determine whether an AB109 residential treatment program is applicable to the offender. COUNTY's Behavioral Health Division will only refer and authorize women to this program who meet program standards.

Subsequently, the Monterey County Health Department's Behavioral Health Division may authorize men and women, 18 years or older, with primary addiction to alcohol or other drugs for enrollment in this program.

Program Description

1. Short term (up to 90 days), highly structured Residential Treatment for adults. Length of treatment varies by individual. Residential Treatment Services include:
 - Room and board with 24-hour staff supervision
 - Comprehensive substance abuse assessment
 - Abridged mental health status exam
 - Individualized treatment plan

- Medically supervised detoxification/withdrawal
- Random drug testing provided by Probation staff
- Ongoing, basic medical services, including initial examination
- Group counseling (5 times/week, facilitated by counseling staff)
- Individual counseling (minimum 1 time/week, facilitated by counseling staff)
- Family counseling (by appointment, facilitated by counseling staff)
- Introduction to 12-step recovery programs/peer support
- On-site AA and NA meetings (2 per week)
- Substance abuse education
- Relapse prevention
- Discharge and Aftercare planning
- Case management
- Transportation
- Referrals/linkages to other community services
- Grad Group (weekly, facilitated by counseling staff)

Residential Treatment is structured in three (3) phases:

Phase I – Threshold (approximately 2 weeks):

Short term detoxification and stabilization coinciding with “blackout period” (no unauthorized visitors/communications allowed). The goals of Threshold are detoxification/withdrawal and emotional stabilization, identification of basic feelings and issues, introduction to 12-step principles, and acceptance of responsibility for one’s own recovery. Residents are admitted to Phase I upon entry to the program. Relapse prevention begins in Phase I and continues in Phase II and III.

Phase II - Core (approximately 6 weeks):

The goals of Phase II are continued abstinence and work on treatment plan, processing of basic feelings and issues, active involvement in one’s own recovery, including attendance at 12-step meetings and getting a sponsor. Residents begin to clarify values. Legal, financial and family responsibilities are addressed, as well as employment and housing needs. Discharge and aftercare planning begins in Phase II and is completed in Phase III.

Phase III - Re-Entry (approximately 4 weeks):

The goal of Phase III is preparation for re-integration into the community with emphasis on resolving housing and employment issues, as well as identifying support for maintenance of recovery, including participation in weekly Grad Group.

Service Objectives

1. Operate and maintain a State certified residential alcohol and other drug treatment program in accordance with State Department of Alcohol and Drug Programs license regulations. Genesis Residential Center is licensed for 36 beds: 28 residential treatment beds and 8 perinatal residential treatment beds.
2. 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 Division.
3. Program staff will complete an Addiction Severity Index (ASI) Assessment on each client served under this program.

4. 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. 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) (Refer to Exhibit M) Annually, CONTRACTOR will make available to COUNTY Behavioral Health Division the following units of service:

Fiscal Year	Est. No. of Bed Days	# of Clients to be served
2012-13	1,950	21
2013-14	1,443	16
2014-15	1,443	16

Target Population

Monterey County Health Department's Behavioral Health Division may authorize eligible AB 109 men and women, 18 years or older, with primary addiction to alcohol or other drugs for enrollment in this program.

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

Assessment and Referral

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

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.

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 L of agreement).

DESIGNATED CONTRACT MONITOR

Robert Jackson
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Salinas, CA 93906
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DEPARTMENT OF ALCHOL AND DRUG PROGRAMS 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 Alcohol and Drug Program

Website: <http://www.adp.ca.gov/RC/PDF/8566.pdf>

PERINATAL, CAL OMS DATA AND CAL OMS PREVENTION PROGRAM**REQUIREMENTS:**

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

Contractors providing Perinatal Program services shall comply with the requirements for perinatal programs as contained in "Perinatal Services Network Guidelines 2009" until such time new Perinatal Services Network Guidelines are established and adopted.

DEBARMENT AND SUSPENSIONS

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

**AMENDMENT NO. 3 TO EXHIBIT B
COMMUNITY HUMAN SERVICES
PAYMENT BY THE COUNTY**

Non-Drug/Medi-Cal

1. COUNTY shall pay CONTRACTOR for the services rendered to eligible participants and for 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) adjusted for County administrative cost. 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.
2. Subject to the cost adjustment described in Section 16, COUNTY shall compensate CONTRACTOR in the following manner:
 - a. For Program 1, 2 and 4: Residential, Perinatal Residential, and Daisy Adolescent Services, CONTRACTOR shall bill COUNTY one-twelfth of the annual amount, monthly, in advance, on the Monthly Service Level Report and Invoice, Exhibit C. For Residential and Perinatal Residential, COUNTY shall review actual bed day utilization rate for fixed rate reimbursement programs on a quarterly basis and adjust reimbursement to the CONTRACTOR accordingly. CONTRACTOR shall develop a fee schedule in accordance with Section 14 of this Agreement. Subsequent advance payments will be adjusted to offset the fees collected. Billings shall be presented to COUNTY promptly after the close of each calendar month, as required in the County Alcohol and Drug Reporting Guidelines.
 - b. Programs 3, 5 and 6, Residential Drug Court and AB 109 Residential and Outpatient services shall be invoiced to COUNTY in arrears and on a monthly basis.
 - c. COUNTY shall pay CONTRACTOR at the following rates per fiscal year:

Program		Est. UOS Per Year FY s 2012-13	Est. UOS Per Year FY s 2013-15	Est. Rates FYs 2012- 13	Est. Rates FYs 2013- 15	FY 2012-13 Total	FY 2013-14 Total	FY 2014-15 Total
1.	Residential	5,691	5,691	\$ 68.46	\$ 71.20	\$ 389,645	\$ 405,200	\$ 405,200
2.	Perinatal Residential	1,875	1,875	\$143.55	\$149.29	\$ 269,227	\$ 279,919	\$ 279,919
3.	AB 109 Methadone Doses	1,843	461	\$ 10.88	\$ 11.32	\$ 20,052	\$ 5,219	\$ 5,219
3.	AB 109 Individual counseling sessions	1,172	293	\$ 12.93	\$ 13.45	\$ 15,156	\$ 3,941	\$ 3,941
4.	DAISY	630	630			\$ 34,348	\$ 35,722	\$ 35,722
5.	Residential Drug Court Grant	1,159	406	\$ 68.46	\$ 71.20	\$ 79,345	\$ 28,908	\$ 28,908
6.	AB 109 Residential	1,950	1,443	\$ 68.46	\$ 71.20	\$ 133,497	\$ 102,742	\$ 102,742
Subtotal						\$ 941,270	\$ 861,651	\$ 861,651

- c. The DIRECTOR 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. CONTRACTOR shall bill COUNTY monthly, in arrears, on the Monthly Service Level Report and Invoice Exhibit C. CONTRACTOR must subtract client co-payments from the monthly advance payment reported on the Monthly Services Level and Invoice Report, Exhibit C. Billings shall be presented to COUNTY promptly after the close of each calendar month, as required in the County Alcohol and Drug Reporting Guidelines.

COUNTY shall pay the CONTRACTOR the interim rate times the number of units of Narcotic Treatment service. The Narcotic Treatment interim rates shall be:

PROGRAM	Est. Units FY 2012- 13	Est. Units FY 2013- 15	FY 12-13 Rate	FY 13-15 Rate	FY 12-13 Total	FY 13-14 Total	FY 14-15 Total
3. Methadone Doses	38,561	44,346	\$10.88	\$11.32	\$419,544	\$501,997	\$501,997
3. Individual counseling sessions	25,462	29,282	\$12.93	\$13.45	\$329,224	\$393,843	\$393,843
TOTAL DRUG / MEDI-CAL PROGRAMS					\$748,768	\$895,840	\$895,840

- b. The DIRECTOR 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 Federal, State or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.

3. 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 **\$5,205,020** for services rendered under this Agreement.

MAXIMUM ANNUAL LIABILITY

<u>COMMUNITY HUMAN SERVICES: AOD Agreement</u>	
FY 2012-13 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$ 1,690,038
FY 2013-14 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$ 1,757,491
FY 2014-15 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$ 1,757,491
TOTAL AGREEMENT MAXIMUM LIABILITY	\$ 5,205,020

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.

Time for Filing Final Claim

CONTRACTOR'S last and 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.

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 of receipt of claim.

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 it. 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

1. COUNTY will pay CONTRACTOR for the services provided by CONTRACTOR that have been authorized pursuant to this agreement.
2. CONTRACTOR will submit a monthly claim for services via mail or email to:

Monterey County Health Department
Behavioral Health Division
1270 Natividad Road, Room 200
Salinas, CA 93906

ATTN: Accounts Payable or MCHDBHFinance@co.monterey.ca.us

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