File ID 12-310 No. 24

Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12237

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board of Supervisors hereby:

a. Approved and authorized the Director of Health to sign a three fiscal year term (FY 2012-13, 2013-14 and 2014-15) Alcohol and Drug Treatment Services Agreement with Community Human Services for the provision of alcohol and drug recovery services in the annual amount of $1,570,083, for a total of $4,710,249 for the period July 1, 2012 through June 30, 2015; and
b. Authorized the Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) of the annual amount, which does not significantly alter the scope of work or result in an increase to General Fund Contribution.

PASSED AND ADOPTED on this 19th day of June 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on June 19, 2012.

Dated: July 11, 2012
File Number: 12-310

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5841

Introduced: 5/15/2012
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda

a. Approve and authorize the Director of Health to sign a three fiscal year term (FY 2012-13, 2013-14 and 2014-15) Alcohol and Drug Treatment Services Agreement with Community Human Services for the provision of alcohol and drug recovery services in the annual amount of $1,570,083, for a total of $4,710,249 for the period July 1, 2012 through June 30, 2015; and
b. Authorize the Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) of the annual amount, which does not significantly alter the scope of work or result in an increase to General Fund Contribution.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Director of Health to sign a three fiscal year term (FY 2012-13, 2013-14 and 2014-15) Alcohol and Drug Treatment Services Agreement with Community Human Services for the provision of alcohol and drug recovery services in the annual amount of $1,570,083, for a total of $4,710,249 for the period July 1, 2012 through June 30, 2015; and
b. Authorize the Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) of the annual amount, which does not significantly alter the scope of work or result in an increase to General Fund Contribution.

SUMMARY/DISCUSSION:

This new alcohol and drug services treatment Agreement with Community Human Services replaces Agreement A-11498 which expires on June 30, 2012. Community Human Services provides residential and non residential alcohol and drug recovery services for Medi-Cal, Non-Medi-Cal, Drug Treatment Court and CalWORKS eligible Monterey County residents. Approval of this Agreement will assure continued services to Monterey County men and women age 18 or older with primary addiction to drug(s). Intravenous drug users and HIV+ clients will receive priority admission. Although CalWorks clients are served by this contractor, no CalWorks funding is used to fund this contract as funding is not sufficient to serve all CalWorks clients' needs.

OTHER AGENCY INVOLVEMENT:

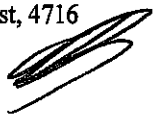
County Counsel, Risk Management, and the Auditor-Controller have reviewed this Agreement as to legal form, insurance requirements, and fiscal provisions respectively. A copy of this Agreement is on file with the Clerk to the Board.

FINANCING:

This Agreement is funded by State and Federal Alcohol and Drug Prevention dollars. This contract is for $1,570,083 for FY 2012-13, $1,570,083 for FY 2013-14 and $1,570,083 for FY 2014-15, for

a total amount not to exceed $4,710,249. The funds for FY 2012-13 have been included in the Health Department's Behavioral Health Bureau Requested Budget for Fiscal Year 2012-13. There is no impact to the General Fund Contribution with approval of this Agreement.

Prepared by: Rose Moreno, Management Analyst, 4716
Approved by: Ray Bullick, Director of Health



Attachments:
Community Human Services Agreement is on File with the Clerk of the Board

A -12237
Agreement Number

June 30, 2015
Termination Date

COUNTY OF MONTEREY
DEPARTMENT OF HEALTH
ALCOHOL AND/OR DRUG
SERVICE CONTRACT

COUNTY Department Contract Representative
Ray Bullick
Director of Health
1270 Natividad Road, Salinas, CA 93906

This Agreement is entered into in the State of California, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **COMMUNITY HUMAN SERVICES**, a voluntary health and welfare agency exempt from Federal taxation under Internal Revenue Code Section 501(c)(3), hereinafter referred to as "CONTRACTOR", for the purpose of providing alcohol and drug recovery services in Monterey County.

RECITALS:

The parties hereby enter into this contract in reliance on the following facts and representations:

1. COUNTY desires to enter into this Agreement whereby CONTRACTOR will provide services set forth herein in accordance with the requirements of Chapter 4 (commencing with Section 9000) of the California Code of Regulations.

2. Division 10.5 (commencing with Section 11750) of the California Health and Safety Code provides a set of definitions, standards, procedures, and regulations by and pursuant to which COUNTY and CONTRACTOR may lawfully contract for such services.

3. CONTRACTOR is willing to furnish such services upon the terms hereafter set forth.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. SERVICES TO BE PROVIDED

COUNTY hereby engages CONTRACTOR to perform and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: CONTRACTOR shall provide the recovery services set forth in this Agreement, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. This Agreement defines the rights and obligations of the parties regarding treatment not funded by Drug/Medi-Cal (hereafter "Non-Drug/Medi-Cal") and the rights and obligations of the parties regarding treatment funded by Drug/Medi-Cal (hereafter "Drug/Medi-Cal"). Unless otherwise indicated, requirements set forth in this Agreement shall apply to both Non-Drug/Medi-Cal funded treatment and Drug/Medi-Cal funded treatment.

2. CONTRACT ADMINISTRATION

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

3. PERFORMANCE STANDARDS AND COMPLIANCE

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

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

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

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

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

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

3.6.1 COUNTY shall monitor the kind, cost, quality, and quantity of the CONTRACTOR's services and criteria for determining the persons, population groups and geographic areas to be

served. COUNTY may, in its sole discretion, change its designation of the Contract Monitor and shall promptly give written notice to CONTRACTOR of any such change.

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

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

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

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

4. EXHIBITS

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

EXHIBIT A PROGRAM DESCRIPTION
EXHIBIT B PAYMENT PROVISIONS
EXHIBIT C BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE
EXHIBIT D CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT E ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT F BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY
EXHIBIT H: COMPLIANCE WITH STATE ALCOHOL AND DRUG PROGRAM REGULATIONS.
EXHIBIT I: ADP BULLETIN ISSUE NO. 09-05 REQUIREMENTS TO ENSURE ACCESS TO SERVICES FOR PERSONS WITH DISABILITIES
EXHIBIT J: INITIAL AUTHORIZATION FORM AB 109
EXHIBIT K: INITIAL AUTHORIZATION FORM DTC II
EXHIBIT L: REQUEST FOR RE-AUTHORIZATION FORMS

5. TERM OF AGREEMENT AND TERMINATION

5.1 The term of this Agreement shall commence on **July 1, 2012** and shall continue in full force, effect to, and including **June 30, 2015** This Agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last, and CONTRACTOR may not commence work before COUNTY signs this Agreement.

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

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

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

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

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

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

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

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

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

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

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

6. TERMINATIONS OR REDUCTION OF GOVERNMENT FUNDING

6.1 This Agreement is made with the understanding that the State or Federal Governments are providing and will continue to provide funds to COUNTY so that COUNTY can make the payments to CONTRACTOR under this contract. The funds identified for the fiscal years are subject to increase or decrease dependent upon the availability of the appropriations by the State Legislature and the Federal Government. Increases or decreases in the amount COUNTY allocates to the CONTRACTOR as identified in Exhibit B will require a written amendment to this contract in

accordance with Section 20.

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

7. INDEPENDENT CONTRACTOR STATUS

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

8. INDEMNIFICATIONS AND INSURANCE

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

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

8.2.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contactors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than one million dollars ($1,000,000) per occurrence.

8.2.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this

Agreement, with a combined single limit for Bodily Injury and property Damage of not less than one million dollars ($1,000,000) per occurrence.

8.2.3 Workers Compensation Insurance. If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than one million dollars ($1,000,000) each person, one million dollars ($1,000,000) each accident and one million dollars ($1,000,000) each disease.

8.2.4 Professional Liability Insurance. If required for the professional service being provided, in the amount of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

8.3 Other Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

8.3.1 Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide coverage for CONTRACTOR additional insureds with respest to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage to the above requirements.

8.3.2 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.

8.3.3 Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY's contract administrator and the COUNTY's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within 5 days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

8.3.4 CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand

by COUNTY, annual certificates to COUNTY's Contract Administrator and COUNTY's Contracts/Purchasing Division. If the certificate is not received by the expiration date, COUNTY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

9. NONDISCRIMINATION

9.1 During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex, or sexual preference, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. Qualified applicants shall have an equal opportunity for employment. CONTRACTOR shall insure that actions such as but not limited to employment, upgrading, demotion, or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, career development opportunities, and selection for training, including apprenticeship shall be free of discrimination. The evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services shall be free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination.

9.2 The term "discrimination", as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual preference, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

9.3 The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this contract, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free of discrimination, as required by Chapter 2.80. Complaints of discrimination made by CONTRACTOR against the COUNTY or by recipients of services against CONTRACTOR may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

9.4 Written Assurances. CONTRACTOR shall have written assurances of compliance with the Civil Rights Act of 1964 and/or the Rehabilitation Act of 1973 as may be required by the Federal government in connection with this contract, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5 or other applicable State or Federal regulation. CONTRACTOR shall have a written assurance that their treatment programs are accessible to people with disabilities. In addition, CONTRACTOR shall post

in conspicuous place notices available to all employee and clients for employment setting forth the provisions of the Equal Opportunity Act.

9.5 Written Nondiscrimination Policy. CONTRACTOR shall maintain a written statement of its nondiscrimination policies that shall be consistent with the terms of this Agreement. Such statement shall be posted and also be available to employees, recipients of services, and members of the public, upon request. In addition, the clients' rights statement provided by CONTRACTOR shall inform recipients of services of CONTRACTOR'S nondiscrimination policies, including the right to file a complaint alleging discrimination or a violation of civil rights, and the right to be free from sexual harassment and prohibited sexual contact.

9.6 Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under paragraphs 9.1 through 9.3 to labor organizations with which it has a collective bargaining or other agreement.

9.7 Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any State agency providing funds for this Agreement upon reasonable notice at any time during normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

9.8 Binding on Subcontractors. The provisions of paragraphs 9.1 through 9.7 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the nondiscrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

10. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

10.1 The parties shall comply with all applicable Federal, State and local laws and regulations in performing the work and providing the services specified in this Agreement.

10.2 CONTRACTOR shall comply with all the necessary COUNTY and State licensing requirements and shall obtain appropriate licenses for mode of service and display the same in a public location that is reasonably conspicuous. CONTRACTOR shall maintain applicable certification by the State Department of Alcohol and Drug Programs for mode of service and comply with appropriate COUNTY or State service standards.

10.3 Non-Drug/Medi-Cal Services: For services not funded by Drug/Medi-Cal, CONTRACTOR shall comply with and establish written accounting procedures consistent with the following requirements and shall be held accountable for audit exceptions taken by the State against the COUNTY or the CONTRACTOR for failure to comply with the following requirements:

- Health and Safety Code, Division 10.5;
- Title 9, California Code of Regulations (CCR), Division 4; and specifically the pertaining to the Substance Abuse and Crime Prevention Act (Proposition 36): Sections 9530(f)(k)(2), 9532(b)(1), 9535(e), 9545(a)(b)(d)(e)(g) and (h);
- Government Code, Article 1.7, Federal Block Grants, Chapter 2, Part 2, Division 4, Title 2, commencing at Section 16366.1;

- Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- Title 42, United State Code (USC); Section 300x-5; Reports and Audits for Block Grants;
- Block Grant [Public Law 102-321 (Title 42, USC, commencing at Section 1010];
- Block Grant [Public Law 103-227 (pro-Children Act of 1994];
- Block Grant [Public Law 107-116;
- Single Audit Act of 1984 (Public Law 98-502) and the Signal Audit Act Amendments of 1996 (Public Law 104-156) and corresponding OMB Circular A-133 (Revised June 30, 1997); and
- Title 45 Code of Federal Regulations (CFR), Part 84, Section 84.7 and Part 96 Subparts B, C, and L, Substance Abuse Prevention and Treatment Block Grant.
- Title 21 CFR, Part 291 (Food and Drug Administration Requirements for Narcotic Treatment Programs)
- Title 21 CFR, Part 1300 (Drug Administration Requirements for Food and Drugs)
- State Administrative Manual, Chapter 7200

10.4 Drug/Medi-Cal Services. For services funded by Drug/Medi-Cal, CONTRACTOR shall be licensed, registered, certified and approved as required by the appropriate agencies. In providing services under this Agreement, CONTRACTOR shall comply with all applicable laws, regulations, and administrative requirements adopted by federal, state, and local governments, including, but not limited to, the following:

- Health and Safety Code (HSC), Sections 11987.3 and 11987.5(b) and (c) and Sections 11758.40 through 11758.47
- Welfare and Institutions Code (W&IC), Chapter 7, Sections 14000, et seq., and 11987.5(b) and (c) and Sections 11758.40 through 11758.47
- 42 USC 1396(a)(30-33) and Title 42, Code of Federal Regulations, Sections 456.2 through 456.6 inclusive.
- Title 21 Code of Federal Regulations (CFR) Parts 291 and 1300, et seq. And CCR, Title 9, Sections 10,000, et seq.;
- Title 22, California Code of Regulations, Sections 51341.1, 51490.1 and 51516.1;
- Title 9, CCR, Division 4 and Chapter 5, Sections 10500, et seq.;
- Drug Medi-Cal Certifications Standards for Substance Abuse Clinics;
- Standards for Drug Treatment Programs; and
- In instances where inconsistencies occur, the provisions of Title 22, California Code of Regulations shall apply.

10.5 Assistance may be sought from the State in the event of a dispute over the terms and conditions of the County's contract in accordance with the "Appeal Process" portion of the County's contract with the State.

11. PERSONNEL

11.1 CONTRACTOR shall furnish such qualified and appropriate personnel as prescribed by Title 9 of the California Code of Regulations, for the type(s) of service(s) CONTRACTOR shall perform.

11.2 CONTRACTOR's professional personnel shall have and maintain in good standing the appropriate State license for their given profession, and a copy of said current license shall be kept in the employee personnel file.

11.3 CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff, to enable them to perform effectively on the project and to increase their existing level of skills. Documentation of training shall be kept in personnel or volunteer files.

11.4 Sexual contact shall be prohibited between clients and the treatment program staff, including the board of directors. CONTRACTOR shall include the policy prohibition as part of an overall client's rights statement given the client at admission, and the service provider shall include a statement in each employee personnel file noting that the employee has read and understood the sexual contact prohibition. The policy shall remain in effect for **two (2) years** after a client is discharged from drug abuse treatment services.

11.5 CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., which states that all alcohol and/or drug program contractors of services receiving funds from and through the State Department of Alcohol and Drug Programs provide an alcohol/drug-free workplace by doing all of the following:

11.5.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

11.5.2 Establishing a drug-free awareness program to inform employees about all of the following:

11.5.2.1 The dangers of drug abuse in the workplace.

11.5.2.2 The person's or organization's policy of maintaining a drug-free workplace.

11.5.2.3 Any available drug counseling, rehabilitation, and employee assistance programs.

11.5.2.4 The penalties that may be imposed upon employees for drug abuse violations.

11.5.2.5 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

11.6 CONTRACTOR shall not include any message on the responsible use, if the use is unlawful, of drugs or alcohol in the provision of services under this Agreement.

11.7 CONTRACTOR shall require that smoking not be permitted in any portion of any indoor facility used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18.

11.8 CONTRACTOR agrees that no part of any federal funds provided under this Agreement will be used by CONTRACTOR to pay the salary of an individual in excess of **$171,900** per year.

11.9 The parties mutually agree that no individual who leaves COUNTY employment and is thereafter hired or retained by CONTRACTOR to perform services shall be permitted to perform any services of any nature or kind under this Agreement or any other Agreement in which the COUNTY's Behavioral Health Division and/or its various clients are involved without the specific prior written consent of the COUNTY's Behavioral Health Director. Such consent shall be a matter that is entirely within the discretion of the Behavioral Health Director to give or withhold. Non-compliance with this contractual provision shall be deemed good cause for termination of the parties' Agreement under the provisions of Section 5.2.2, hereinabove.

12. RECORDS AND REPORTS

12.1 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action, CONTRACTOR shall retain said records until such action is resolved.

12.2 Access to and Audit of Records. The COUNTY shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of ten thousand dollars ($10,000), the parties to this Agreement may be subject, at the request of the COUNTY or as part of any audit of the COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

12.3 COUNTY Records. When this Agreement expires or terminates CONTRACTOR shall return to COUNTY all COUNTY records, which CONTRACTOR utilized or received, from COUNTY to perform services under this Agreement.

12.4 CONTRACTOR shall notify the COUNTY upon reaching 90% of its capacity to admit individuals to the program.

12.5 The CONTRACTOR shall furnish all data and reports required to implement the Client Data System established by the COUNTY. The CONTRACTOR shall submit input reports in the format and timeliness prescribed by the COUNTY Alcohol and Drug Reporting Guidelines

12.6 Royalties and Inventions. COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of COUNTY.

13. CONFIDENTIALITY

13.1 CONTRACTOR shall maintain the confidentiality of its records, including billings and computerized records, in accordance with all applicable state and federal laws and regulations regarding confidentiality of participant records and information including but not limited to:

- Title 42, Code of Federal Regulations, Part 2, Sections 2.1 through 2.67, inclusive;
- Welfare and Institutions Code Sections 14100.2; Health and Safety Code, Division 10.5, Section 11977; and
- Title 22, California Code of Regulations, Section 51009.

CONTRACTOR shall inform all its officers, employees, and agents providing services hereunder of said confidentiality provisions.

13.2 Confidential medical or personal records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records and from contact with its clients and complainants shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Health, shall have access to such confidential information and records to the extent allowed by law and such information and records to which COUNTY has access shall remain confidential and may be disclosed only as permitted by law.

14. PARTICIPANT FEES/REVENUE GENERATION

14.1 Non-Drug/Medi-Cal Services. CONTRACTOR shall develop and implement fee assessment and collection policies and procedures in compliance with Section 11991.5 of the California Health and Safety Code. Client fee systems must conform to the following criteria:

14.1.1 The fee system must be equitable;

14.1.2 The fee charged must not exceed actual cost of service to the client;

14.1.3. The fee system must consider the client's income and expenses; and

14.1.4 The DIRECTOR must approve the fee system.

14.1.5 Services shall not be denied because of a client's ability or inability to pay.

14.2 Drug/Medi-Cal. CONTRACTOR charges no fees to Drug/Medi-Cal beneficiaries for access to Drug/Medi-Cal services or for admission to a Drug/Medi-Cal treatment slot. Proof of eligibility shall be accepted as payment in full for Drug/Medi-Cal services, except where share of cost (co-payment) requirements are noted through eligibility verification.

15. AUDITS

15.1 CONTRACTOR shall provide two (2) copies of their audited financial statements within one hundred eighty (180) days after the end of the COUNTY fiscal year, or close of the Contract period if shorter, unless such requirement is waived by written notice by DIRECTOR. CONTRACTOR shall conduct and submit to the DIRECTOR a copy of a certified independent audit of all expenses pursuant to this Agreement in accordance with generally accepted accounting principles, and instructions

provided by COUNTY.

15.2 Providers receiving more than $500,000 in federal alcohol and drug funding are subject to the Office of Management and Budget (OMB) Circular A-133 entitled "Audits of Institutions of Higher Education and Other Nonprofit Institutions".

15.3 Any and all audit exceptions or disallowances by any COUNTY, state or federal agency resulting from an audit of the performance of this Agreement, or action by CONTRACTOR, its officers, agents and employees shall be the sole responsibility of the CONTRACTOR. CONTRACTOR agrees to develop and implement any corrective action plans in a manner acceptable to the COUNTY in order to comply with recommendations contained in the audit report. Such corrective action plans shall include time specific objectives to allow for measurement of progress.

15.4 If results of any audit indicate that the funds paid to CONTRACTOR under this Agreement exceeded the allowable amounts, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than sixty (60) days after the final audit settlement, or, at COUNTY'S election, COUNTY may recover the excess or any portion thereof by offsets made by COUNTY against any payments owed to CONTRACTOR under this or any other contract.

15.5 All expenditures of state and federal funds furnished by COUNTY are subject to audit by COUNTY. Such audits shall build upon audits already performed. Objectives of such audits may include, but not be limited to, the following:

15.5.1 To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;

15.5.2 To validate data reported by CONTRACTOR for prospective contract negotiations;

15.5.3 To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records and compliance with laws and regulations;

15.5.4 To determine the cost of services, net of related patient and participation fees, third party payments, and other related revenues and funds;

15.5.5 To determine that expenditures are made in accordance with applicable federal and state laws and regulations and contract requirements; and/or

15.5.6 To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve contract objectives.

15.6 CONTRACTOR agrees to maintain and retain all appropriate service and financial records for a period of at least (3) three years after the end of each fiscal year or until any audit findings are resolved, whichever is later.

15.7 Subject to state and federal confidentiality requirements, CONTRACTOR agrees to furnish duly authorized representatives from state, federal or COUNTY government access to patient and/or client records necessary to review or audit contract services and to disclose all financial transactions

that pertain to the subject services.

15.8 If this contract involves the expenditure of public funds in excess of $10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for the State of California for a period of three (3) years after final payment under the contract, as required by Government Code Section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

16. ANNUAL COST REPORT

16.1 For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to the COUNTY one original and two copies of an annual cost report within sixty (60) days following the close of each fiscal year. Such cost report shall be prepared in accordance with generally accepted accounting principles and cost report forms and instructions provided by COUNTY.

16.2 If this Agreement is terminated or canceled prior to June 30th of any year, the annual cost report shall be for that Agreement period which ends on the termination or cancellation date, and two copies of such report shall be submitted to the COUNTY within sixty (60) days after such termination or cancellation date.

16.3 If, as a result of the Cost Report, any discrepancy is found between the total allowable net costs paid to the CONTRACTOR on its monthly claims and the total allowable net costs that should have been reported for the same period of time, the CONTRACTOR shall reimburse the amount of the overpayment in a single payment to the COUNTY within thirty (30) days after the COUNTY notifies the CONTRACTOR of the interim settlement with the Sate of California. As an alternative or supplemental remedy, the COUNTY may elect to recover all or part of the overpayment by means of an offset against any payments then or thereafter owing to the CONTRACTOR by the COUNTY under this or any other contract.

17. POLITICAL ACTIVITIES PROHIBITED

None of the funds provided directly under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office.

18. UNION ORGANIZING

18.1 CONTRACTOR will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

18.2 No state funds received under this contract will be used to assist, promote or deter union organizing.

18.3 CONTRACTOR will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.

18.4 If CONTRACTOR incurs cost, or makes expenditures to assist, promote or deter union organizing, CONTRACTOR will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and CONTRACTOR shall provide those records to the Attorney General upon request.

19. DELEGATION AND ASSIGNMENT

CONTRACTOR may not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY, and any assignment without such consent shall automatically terminate this Agreement. Any delegation and/or assignments submitted to the COUNTY for review and approval shall be in the form of a subcontract.

20. NOTICES

Notices to the parties in connection with this Agreement may be given personally or by regular mail addressed as follows:

COUNTY OF MONTEREY	CONTRACTOR
Wayne W. Clark, Ph.D.	Robin McRae
Behavioral Health Director	Executive Director
Department of Health, Behavioral Health Division	Community Human Services
1270 Natividad Road. Room 200	2560 Garden Rd. Suite 201-B, Monterey, CA 93942
Salinas, CA 93906-3198	(831) 658-3811

21. AMENDMENT

21.1 No alteration, variation, or amendment to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

21.2 Both COUNTY and CONTRACTOR may agree to amend or re-negotiate the contract. A written contract amendment will be required to change allocated amounts for each fiscal year of the contract.

21.3 A contract amendment may be submitted at any time during the fiscal year by mutual written agreement of the parties. An amendment proposed by one party shall be forwarded in writing to the other party.

21.4 A response accepting or rejecting the amendment will be made by either party in writing within thirty (30) days of receiving a request for an amendment.

21.5 In the event of changes in the law that affect provisions of this Agreement, the parties agree to amend the affected contract provisions to conform to the changes in the law retroactive to the effective date of such changes in the law. The parties further agree that the terms of this Agreement are severable and in the event of changes in the law as described above, the unaffected provisions and obligations of the Agreement will remain in full force and effect.

22. PURCHASE OF AMERICAN MADE EQUIPMENT AND PRODUCTS

To the greatest extent possible, all equipment and products purchased with the funds made available through this contract should be American made.

23. USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule 1 of Section 203 of the controlled substance Act (21 USC 812).

24. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

No funds made available through this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

25. HEALTH INSURANCE AND PORTABILITY AND ACCOUNTABILITY ACT

If any of the work performed under this Agreement is subject to the Health Insurance Portability Act of 1996, Public Law 104-191 (HIPPA), then CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPPA. CONTRACTOR and COUNTY will cooperate to determine what if an, may be impacted by HIPPA and amend this agreement if needed to assure compliance with HIPPA.

26. AGREEMENT PREPARATION

This Agreement has been arrived at through negotiation and neither party is to be deemed the party that prepared this Agreement within the meaning of Civil Code Section 1654.

27. MISCELLANEOUS PROVISIONS

27.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and shall not acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

27.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the COUNTY and the CONTRACTOR.

27.3 Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.

27.4 CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

27.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

27.6 Assignment and Subcontracting. CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue

to be liable for the performance of all requirements of this Agreement.

27.7 Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns and heirs.

27.8 Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

27.9 Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

27.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

27.11 Non-exclusive agreement. This Agreement is non-exclusive and both COUNTY and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

27.12 Construction of Agreement. The COUNTY and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

27.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

27.14 Authority. An individual executing this Agreement on behalf of the COUNTY or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the party to the terms and conditions of this Agreement.

27.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the COUNTY and the CONTRACTOR as of the effective date of this Agreement, which is the date the COUNTY signs the Agreement.

27.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provision of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

28. CONCLUSION

This Agreement together with all exhibits attached hereto and incorporated by reference, shall represent the entire and integrated Agreement between the COUNTY and CONTRACTOR and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties with respect to the subject matter of this Agreement as of the effective date hereof.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year last written below.

COUNTY OF MONTEREY

By: _____

Mike Derr, Purchasing Manager

Date: _____

By: _____

Ray Bullick, Director of Health

Date: 7/12/12

Approved as to Form

By: _____

Stacy L. Saetta, Assistant County Counsel[2]

Date: 5/3/12

Approved as to Fiscal Provisions

By: _____

Gary Giboney, Auditor/Controller

Date: 5-4-12

RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE
By: _____
Date: 5-4-12

Approved as to Liability Provisions

By: _____

Steve Mauck, Risk Management

Date: _____

Approved as to Content

By: _____

Wayne Clark, Behavioral Health Director

Date: _____

CONTRACTOR

COMMUNITY HUMAN SERVICES

Contractor*

By: _____

Robin McCrae, Executive Director

Date: 4/20/12

By: _____

Cedric Otsuki, CFO*

Date: 4/20/2012

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

EXHIBIT A
PROGRAM DESCRIPTION

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 (approximately 4 – 6 months), highly structured Residential Drug Treatment for up to 21 adults. 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 **6,068** bed days.
   b. Estimated Occupancy: Annually, of the 6,068 bed days available, the Behavioral Health Division anticipates utilizing 90% or **5,461** 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, Senior Psychiatric Social Worker
1441 Constitution Blvd.
Salinas, CA 93906
(831) 755-6367

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 (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 **1,999** bed days.
   b. Estimated Occupancy: Annually, of the 1,999 bed days available, the Behavioral Health Division anticipates utilizing 90% or **1,799** 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.

Designated Contract Monitor

Robert Jackson, Senior Psychiatric Social Worker
1441 Constitution Blvd.
Salinas, CA 93906
(831) 755-6367

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 **35,000** methadone doses to continuously enrolled Drug/Medi-Cal eligible clients.

3. Provide an estimated **20,000** individual counseling units to continuously enrolled Drug/Medi-Cal eligible clients. Each counseling unit shall be 10 minutes.

Designated Contract Monitor
Robert Jackson, Senior Psychiatric Social Worker
1441 Constitution Blvd.
Salinas, CA 93906
(831) 755-6367

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 one (1) full-time bilingual/Spanish counselor, to provide counseling and case management 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 was the *Cannabis Youth Treatment and 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 an estimated 30 clients per year, for an estimated **630** units of service (individual and group counseling).

Designated Contract Monitor
Robert Jackson, Senior Psychiatric Social Worker
1441 Constitution Blvd.
Salinas, CA 93906
(831) 755-6367

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 (61 day), highly structured Residential Treatment for adults.
Residential Treatment Services include:

a. Room and board with 24-hour staff supervision
b. Comprehensive substance abuse assessment
c. Abridged mental health status exam
d. Individualized treatment plan
e. Medically supervised detoxification/withdrawal
f. Random drug testing provided by Probation staff
g. Ongoing, basic medical services, including initial examination
h. Group counseling (5 times/week, facilitated by counseling staff)
i. Individual counseling (minimum 1 time/week, facilitated by counseling staff)
j. Family counseling (by appointment, facilitated by counseling staff)
k. Introduction to 12-step recovery programs/peer support
l. On-site AA and NA meetings (2 per week)
m. Substance abuse education
n. Relapse prevention
o. Discharge and Aftercare planning
p. Case management
q. Transportation
r. Referrals/linkages to other community services
s. Grad Group (weekly, facilitated by counseling staff)

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

Phase I – Threshold (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 (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 (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
2010-11	498
2011-12	1,159

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
Behavioral Health Services Manager
1270 Natividad Road.
Salinas, CA 93906
(831) 755-6367

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 (90 day), highly structured Residential Treatment for adults. 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 (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 (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 (6 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
2011-12	880	10

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

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 2004" until such time new Perinatal Services Network Guidelines are established and adopted.
The Perinatal Services Network Guidelines may be found on the California Alcohol and Drug Program Website: http://www.adp.ca.gov/perinatal/pdf/guidelines_04.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 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.

EXHIBIT B
PAYMENT PROVISIONS

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 3: 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 4 and 5, Residential Drug Court and AB 109 Residential 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 FY 2012-13	Est. UOS FY 2013-14	Est. UOS FY 2014-15	Est. Rates FYs 2009-12	FY 2012-13 Total	FY 2013-14 Total	FY 2014-15 Total
1.	Residential	5,691	5,691	5,691	$ 68.46	$ 389,645	$ 389,645	$ 389,645
2.	Perinatal Residential	1,875	1,875	1,875	$143.55	$ 269,227	$ 269,227	$ 269,227
4.	DAISY	630	630	630	$ 54.52	$ 34,348	$ 34,348	$ 34,348
5.	Residential **Drug Court Grant**	1,159	1,159	1,159	$ 68.46	$ 79,345	$ 79,345	$ 79,345
6.	**AB 109** Residential	880	880	880	$ 68.46	$ 60,245	$ 60,245	$ 60,245
				Subtotal		**$ 832,810**	**$ 832,810**	**$ 832,810**

   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 2012-15	FY 12-15 Rate	FY 12-13 Total	FY 13-14 Rate	FY 14-15 Total
3. Methadone Doses	38,561	$10.78	$415,688	$415,688	$415,688
3. Individual counseling sessions	25,462	$12.63	$321,585	$321,585	$321,585
TOTAL DRUG / MEDI-CAL PROGRAMS			$737,273	$737,273	$737,273

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 **$4,710,249** for services rendered under this Agreement.

MAXIMUM ANNUAL LIABILITY

COMMUNITY HUMAN SERVICES: AOD Agreement	
FY 2012-13 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	$ 1,570,083
FY 2013-14 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	$ 1,570,083
FY 2014-15 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	$ 1,570,083
TOTAL AGREEMENT MAXIMUM LIABILITY	**$ 4,710,249**

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

EXHIBIT D - CONFIDENTIALITY OF PATIENT INFORMATION

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

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

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

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

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

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

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

	Community Human Services
	Business Name of Contractor
Robin McRae	***Robin McRae***
Signature of Authorized Representative	***Name of Authorized Representative (printed)***
4/20/12	***Executive Director***
Date	***Title of Authorized Representative***

EXHIBIT E - ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

C.

Contractor's Business Name:	Community Human Services	
Name of Contractor's Designee:	Robin McCrae	
Title of Designee:	Executive Director	
Street: P.O. Box 3076		
City: Monterey Ca	State: CA	Zip: 93942
IRS Employer Identification Number:		
I certify that the above information is complete and correct to the best of my knowledge and belief. --- Signature of Contractor: Date: / /		

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

By Robin McCrae 4/20/12

Contractor's Signature **Date**

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

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

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

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

Collaboration

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

Access

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

Cultural Competent Services:

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

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

Definitions for Cultural Competency

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

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

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

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

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

(Cross, Bazron, Dennis & Issacs, 1989)

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

(Randall David, 1994)

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

1. Develop organizational capacity to provide services in a cultural competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish and Tagalog); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide an emotional environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by clients; staff that is knowledgeable of cultural and ethnic differences and needs and is able and willing to respond to them in an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery and evaluation (County Goal: 25%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Behavioral Health Director or designee to monitor progress and outcomes and report regularly to Behavioral Health coordinating bodies on the progress and outcome(s) of the project.

8. As appropriate, participate in cultural competency trainings offered by Monterey County Behavioral Health.

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

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

	Community Human Services
	Business Name of Contractor
Robin McCrae	***Robin McCrae***
Signature of Authorized Representative	***Name of Authorized Representative (printed)***
4/20/12	***Executive Director***
Date	***Title of Authorized Representative***

EXHIBIT G - BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as **"Agreement"**, is made effective **July 1, 2012** by and between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department, hereinafter referred to as **"Covered Entity"**, and - **COMMUNITY HUMAN SERVICES** hereinafter referred to as **"Business Associate"**, (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

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

II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

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

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

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

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

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

(A) the disclosure is required by law; or

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

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

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

III. AVAILABILITY OF PHI

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

IV. TERMINATION

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

By: _____

Title: Director of Health

Date: 7/12/12

***BUSINESS ASSOCIATE*:**
Community Human Services

By: _____

Title: Executive Director

Date: 4/20/12

EXHIBIT H: COMPLIANCE WITH STATE ALCOHOL AND DRUG PROGRAM REGULATIONS

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

1. Contractor shall fully participate in the California Outcome Measurement (CalOMS) for treatment services; the Drug and Alcohol Treatment Access Report (DATAR), and any other data collection systems required by the County or the State Department of Alcohol and Drug Programs.

2. Contractor shall adhere to the Computer Software Copyright laws: CONTRACTOR certifies that it has appropriate systems and controls in place to ensure that state or federal funds available under this Contract will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws. (Reference: Executive Order D-10-99 and Department of General Services Management Memo 00-02).

3. Child Support Compliance Act

CONTRACTOR acknowledges that it:

A. Recognizes the importance of child and family support obligations and shall comply fully with all applicable state and federal laws, relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earning assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and,

B. To the best of its knowledge, if fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

4. Domestic Partners Act

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

5. IV Drug Use Treatment

CONTRACTOR shall ensure that all individuals in need of IVDU treatment shall be encouraged to undergo AOD Treatment (42 USC 300x-23(b) of PHS Act).

6. Tuberculosis (TB) Treatment

CONTRACTOR shall ensure that following related to Tuberculosis (TB)

A. Routinely makes available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;

B. Reduce barriers to patients' accepting TB treatment; and,

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

7. Limited English Proficiency

To ensure equal access to quality care by diverse populations, the provider shall:

A. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.

B. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.

C. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical and support staff that are trained and qualifies to address the needs of the racial and ethnic communities being served.

D. Require and arrange for ongoing education and training for administrative clinical, and support staff in culturally and linguistic competent service delivery.

E. Provide all clients with limited English Proficiency access to bilingual staff or interpretation services.

F. Provide oral and written notices, including translated signage at key points of contact, to clients, in their primary language informing them of their right to receive no-cost interpreter services.

G. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language group in the area.

H. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relative to clinical on non-clinical encounters. Family or friends are not considered adequate substitutes because they actually lack these abilities.

I. Ensure that the clients' primary spoken language and self identifies race/ethnicity are included in the providers' management information system as well as any clients records used by provider staff.

8. Counselor Certification

Any individual providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in an ADP licensed or certified program is required to be certified as defined in CCR, Title 9, Division 4, Chapter 8.

9. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, fright, embargo, public related utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the CONTRACTOR arises out of default of its Subcontractor, and if such default of such Subcontractor arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without fault or negligence of either of them, the CONTRACTOR shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees,

agents, and subcontractors providing services hereunder of the State's Alcohol and Drug Program Regulations.

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

	Community Human Services
	Business Name of Contractor
Robin McCrae	*Robin McCrae*
Signature of Authorized Representative	*Name of Authorized Representative (printed)*
4/26/12	*Executive Director*
Date	*Title of Authorized Representative*

EXHIBIT I:

ADP BULLETIN NO. 09-05
REQUIREMENTS TO ENSURE ACCESS TO SERVICES FOR PERSONS WITH DISABILITIES

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

- □ Americans with Disability Act (ADA);
- □ Section 504 of the Rehabilitation Act of 1973;
- □ 45 Code of Federal Regulations (CFR), Part 84, Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance;
- □ Title 24, California Code of Regulations (CCR), Part 2, Activities Receiving Federal Financial Assistance and;
- □ Unruh Civil Rights Act California Civil Code (CCC) Sections 51 through 51.3 and all applicable laws related to services and access to services for persons with disabilities (PWD).

Any enterprise licensed or certified by the Department of Alcohol and Drug Programs (ADP) or any entity (counties or providers) receiving state or federal funding that has been allocated by ADP must comply with these requirements and ensure access to services by the disabled. These statutory and regulatory requirements assist in ensuring Persons with Disabilities are provided access to alcohol and other drug (AOD) prevention, treatment, and recovery services.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of the State's requirements as stipulated in ADP Bulletin No. 09-05 (See attached bulletin and exhibits).

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

	Community Human Services
	Business Name of Contractor
Robin McCrae	***Robin McCrae***
Signature of Authorized Representative	***Name of Authorized Representative (printed)***
4/20/12	***Executive Director***
Date	***Title of Authorized Representative***

Exhibit J **Monterey County Behavioral Health Division Behavioral Health Initial Authorization**

1441 Constitution Blvd. Bldg.400 Ste.202, Salinas 93906 Phone (831) 796-1700 Fax (831) 769-8621

Client Name:	**Medi-Cal** ☐	**Home Telephone:**
Address: **City, State, Zip:**		**Work Telephone:**

DOB: / /	**Social Security #:**	**Probation/Parole Officer** **Telephone #**	**Defense Attorney** **Telephone #**

List children with gender & ages: **Date of Conviction:**

Preferred Language:	**Appointment Date/Time:**	**Staff Completing Assessment**

FINANCIAL

Gross Monthly Income $_____Primary Source (Circle One)

SSI SSI/SSD CalWORKS SDI Other____

Number of Persons Dependent on Income:

EMPLOYMENT

If Employed Insurance

☐ Yes ☐ No

DIAGNOSIS

Axis I: Code:	Axis I: Code:
Axis I: Code:	Axis II: Code:
Axis III: Code/s:	Axis IV: Axis V: Current Year _____ Average in Past Year _____

Presenting Problem/Treatment Focus: AB109 client

Measurable Goal: 1) No use of illegal drugs or alcohol. 2) Complete ALL program intake appointments. Do NOT miss any appointments. 3) Attend and Complete substance use treatment program. 4) Comply with all program requirements. 5) Attend NA/AA as directed by probation/parole or treatment program. 6) Obtain a sponsor and complete 12-Step work. 7) Comply with all terms of probation/parole. 8) Follow any medical recommendations.
9) Contact your probation/parole officer and Behavioral Health social worker IMMEDIATELY if you stop attending the treatment program.

Note: Your signature on this document indicates your awareness that this form will be provided to Monterey County Behavioral Health and Contracted Service Providers

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

Client Signature: **Date:**

Client Name	**Client Record Number**

CONFIDENTIAL CLIENT INFORMATION SEE CALIFORNIA WELFARE & INSTITUTIONS CODE SECTION 5328

Exhibit K **Monterey County Behavioral Health Division Behavioral Health Authorization**

1441 Constitution Blvd. Bldg.400 Ste.202, Salinas 93906 Phone (831) 796-1700 Fax (831) 769-8621

Authorization for Recovery Programs - Effective Date / / to / /

Authorizing Staff Printed Name

Signature

Date Faxed to Provider:

Community Human Services

□ **Genesis House Residential**
1152 Sonoma, Seaside, CA Phone: 899-2436 Fax: 899-7405

Program Code:
ZADP Genesis Residential Adult Drug Ct
Z21RESADC
Service Code: A111

Door to Hope

□ **Outpatient Treatment**
130 Church St. Salinas, CA
Phone: 758-0181 Fax: 758-5127

Program Code:
ZADP Door to Hope Outpatient Adult Drug
Z02OPADC
Service Code: A340 Individual
A350 Group

Sun Street Centers

□ **Sun Street Residential**
8 Sun St. Salinas, CA
Phone: 753-5145
Fax: 753-6007

Program Code:

ZADP Sun Street Residential Adult DrugCt
Z10RESADC
Service Code: A111

Valley Health Associates

□ **Outpatient Treatment**
338 Monterey St. Salinas, CA
Phone: 424-6655 Fax:424-9717

Program Code:
ZADP Valley Health Outpatient Adult Drug

Z99OPADC
Service Code: A340 Individual
A350 Group

Note: Your signature on this document indicates your awareness that this form will be provided to Monterey County Behavioral Health and Contracted Service Providers

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

Client Signature: **Date**

Client Name	Client Record Number

Drug Treatment Court II
Alcohol and Drug Program Re-Authorization / Extension Request Form

Requests will be considered when submitted 2-weeks prior to end of initial authorization period.

CLIENT NAME: _____ **ADMISSION DATE:** _____
SSN: _____ **DOB:** _____ **CLIENT #:** _____

AGENCY: _____

CURRENT AUTHORIZATION: **FROM:** _____ **TO:** _____

REQUEST TYPE

RESIDENTIAL ☐
RESIDENTIAL-REASON FOR REQUEST:

_____
_____
_____

MEASURABLE GOAL(S) TO ACCOMPLISH DURING EXTENSION PERIOD:

_____
_____
_____

OUTPATIENT ☐
OUTPATIENT-REASON FOR REQUEST:

_____
_____
_____

TOTAL # SESSIONS COMPLETED: GROUP_____ **INDIVIDUAL**_____

MEASURABLE GOAL(S) TO ACCOMPLISH DURING EXTENSION PERIOD:

_____
_____
_____
_____
_____

COMPLETED BY: _____
Counselor name and Title

DATE: _____

****

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

APPROVED ☐ **NEW AUTHORIZATION PERIOD FROM** _____ **TO** _____
DENIED ☐

COMMENTS:

_____
_____
_____

_____ _____
BH REVIEWER / TITLE **DATE**

Monterey County Behavioral Health Division

AB 109 Program
Alcohol and Drug Program Re-Authorization / Extension Request Form

Requests will be considered when submitted 2-weeks prior to end of initial authorization period.

CLIENT NAME: _____ **ADMISSION DATE:** _____
SSN: _____ **DOB:** _____ **CLIENT #:** _____

AGENCY: _____

CURRENT AUTHORIZATION: **FROM:** _____ **TO:** _____

REQUEST TYPE

RESIDENTIAL ☐
RESIDENTIAL-REASON FOR REQUEST:

_____
_____
_____

MEASURABLE GOAL(S) TO ACCOMPLISH DURING EXTENSION PERIOD:

_____
_____
_____

OUTPATIENT ☐
OUTPATIENT-REASON FOR REQUEST:

_____
_____
_____

TOTAL # SESSIONS COMPLETED: GROUP_____ **INDIVIDUAL**_____

MEASURABLE GOAL(S) TO ACCOMPLISH DURING EXTENSION PERIOD:

_____
_____
_____
_____
_____

COMPLETED BY: _____
Counselor name and Title

DATE: _____

****

REQUEST STATUS (***To be completed by BH AB 109 Program Staff Only***)

APPROVED ☐ **NEW AUTHORIZATION PERIOD FROM** _____ **TO** _____
DENIED ☐

COMMENTS:

_____
_____
_____

_____ _____
BH REVIEWER / TITLE **DATE**

Monterey County Behavioral Health Division