

**AMENDMENT NO. 2  
TO ALCOHOL AND/OR DRUG SERVICE CONTRACT AGREEMENT A-12777  
BY AND BETWEEN  
COUNTY OF MONTEREY AND COMMUNITY HUMAN SERVICES**

**This AMENDMENT NO. 2** to Agreement A-12777 is made by and between the County of Monterey, hereinafter referred to as "COUNTY," and **Community Human Services**, hereinafter referred to as "CONTRACTOR."

**WHEREAS**, on June 23, 2015, the COUNTY and CONTRACTOR entered into Agreement A-12777 in the amount of \$6,296,421 for the term July 1, 2015 – June 30, 2018; and

**WHEREAS**, on April 19, 2016, the COUNTY and CONTRACTOR entered into Amendment No. 1 to Agreement A-12777 for a revised contract amount of \$7,125,882 for the term July 1, 2015 – June 30, 2018; and

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

1. Increase the rates and funding for Program 1, 2, 4, and 5 for FY 2016-18;
2. Add Program 7: AB 109 Perinatal Residential Drug Treatment to begin July 1, 2016;
3. Revise FY 2016-18 drug treatment rates to reflect the FY 2016-17 Drug Medi-Cal rates published by the Department of Health Care Services; and
4. Revise Exhibit H: Compliance with State Department of Health Care Services Regulations.

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

1. EXHIBIT A-1: PROGRAM DESCRIPTION is replaced by EXHIBIT A-2: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2.
2. EXHIBIT B-1: PAYMENT PROVISIONS is replaced by EXHIBIT B-2: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B-1 shall be construed to refer to EXHIBIT B-2.
3. EXHIBIT H: COMPLIANCE WITH STATE DEPARTMENT OF HEALTHCARE SERVICES REGULATIONS is replaced by EXHIBIT H-2: COMPLIANCE WITH STATE DEPARTMENT OF HEALTHCARE SERVICES REGULATIONS. All references in the Agreement to EXHIBIT H shall be construed to refer to EXHIBIT H-2.
4. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-12777 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. This Amendment No. 2 is effective July 1, 2016.
6. A copy of this Amendment shall be attached to the original Agreement executed by the County on June 23, 2015.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Agreement A-12777 as of the date and year written below:

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

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

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

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

By: \_\_\_\_\_  
Stacy L. Saetta, Deputy County Counsel

Date: \_\_\_\_\_  
2/28/17

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

By: \_\_\_\_\_  
Gary Giboney, Auditor/Controller

Date: \_\_\_\_\_  
3/3/17

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

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

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

**CONTRACTOR**

COMMUNITY HUMAN SERVICES

By: \_\_\_\_\_  
Robin McCrae, Chief Executive Officer

Date: \_\_\_\_\_  
2/2/17

By: \_\_\_\_\_  
Sharon Lagana, Chief Financial Officer

Date: \_\_\_\_\_  
2/3/17

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

<sup>1</sup>Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII

**EXHIBIT A-2**  
**PROGRAM DESCRIPTION**

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**PROGRAM 1: RESIDENTIAL DRUG TREATMENT**

**Program Location**

1140 Sonoma Avenue  
Seaside, CA 93955

1146 Sonoma Avenue  
Seaside, CA 93955

1152 Sonoma Avenue  
Seaside, CA 93955

**Target Population**

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

**Program Description**

1. Long term (length of treatment varies by individual, approximately 3 months), highly structured residential drug treatment for up to 21 adults. Priority admission is given to intravenous drug users and HIV+ individuals. Residential drug treatment services include:

- Room and board with 24-hour staff supervision
- Comprehensive substance abuse assessment
- Abridged mental health status exam
- Individualized treatment plan
- Medically supervised detoxification/withdrawal
- Random drug testing
- Ongoing, basic medical services, including initial examination
- Group counseling (5 times/week, facilitated by counseling staff)
- Individual counseling (minimum, 1 time/week, facilitated by counseling staff)
- Family counseling (by appointment, facilitated by counseling staff)
- Introduction to 12-step recovery programs/peer support groups
- On-site AA and NA meetings (2 per week)
- Substance abuse education
- Relapse prevention
- Discharge and Aftercare planning
- Case management
- Transportation
- Referrals/linkages to other community services
- Grad Group (weekly, facilitated by counseling staff)

2. Residential Drug Treatment is structured in three (3) 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 Health Care Services 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. Annually, Community Human Services will provide to the Monterey County Behavioral Health Bureau a maximum of **5,691** bed days. A residential bed day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

**Assessment and Referral**

Individuals requesting admission to the Residential Drug Treatment program may have an assessment completed by the Behavioral Health Bureau assessment staff or program may complete an intake assessment for self-referred clients. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Bureau for funded services only.

**Designated Contract Monitor**

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

## **PROGRAM 2: PERINATAL RESIDENTIAL DRUG TREATMENT**

### **Program Location**

1140 Sonoma Avenue  
Seaside, CA 93955

1146 Sonoma Avenue  
Seaside, CA 93955

1152 Sonoma Avenue  
Seaside, CA 93955

### **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.

### **Service Objectives**

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Health Care Services license regulations. Genesis Residential Center is licensed for 8 perinatal residential drug treatment beds.
2. Contracted Capacity and Estimated Occupancy:  
Annually, Community Human Services will make available to the Monterey County Behavioral Health Bureau a maximum of 2,326 bed days. A residential bed day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

### **Assessment and Referral**

Individuals requesting admission to the Perinatal Residential Drug Treatment program may have an assessment completed by the Behavioral Health Bureau assessment staff or program may complete an intake assessment for self-referred clients. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Bureau for funded services only.

### **Designated Contract Monitor**

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

### **PROGRAM 3: OUTPATIENT NARCOTIC TREATMENT PROGRAM (NTP)**

#### **Program Location**

1083 South Main Street  
Salinas, CA 93901

#### **Target Population**

Medi-Cal (Non-Perinatal or Perinatal) eligible or AB 109 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**

Operate and maintain a State licensed, Drug/Medi-Cal certified outpatient narcotic treatment program in accordance with all applicable State and Federal laws.

1. Provide an estimated **57,938** methadone doses to continuously enrolled Drug/Medi-Cal eligible clients.
2. Provide an estimated **2,160** methadone doses to continuously enrolled Perinatal Drug/Medi-Cal eligible clients.
3. Provide an estimated **461** methadone doses to continuously enrolled AB 109 eligible clients.
4. Provide an estimated **36,797** individual counseling units to continuously enrolled Drug/Medi-Cal eligible clients. Each counseling unit shall be 10 minutes.
5. Provide an estimated **1,440** individual counseling units to continuously enrolled Perinatal Drug/Medi-Cal eligible clients. Each counseling unit shall be 10 minutes.
6. Provide an estimated **293** individual counseling units to continuously enrolled AB 109 eligible clients. Each counseling unit shall be 10 minutes.
7. Provide an estimated **400** group counseling units to continuously enrolled Drug/Medical eligible clients. Each counseling unit shall be 10 minutes.

#### **Designated Contract Monitor**

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

## **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 uses 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**

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

## **PROGRAM 5: AB 109 - RESIDENTIAL TREATMENT PROGRAM**

### **Program Location**

1140 Sonoma Avenue Seaside, CA 93955

1146 Sonoma Avenue Seaside, CA 93955

1152 Sonoma Avenue Seaside, CA 93955

### **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 on Post Release Community Supervision (PRCS). In addition to PRCS clients, the Behavioral Health Team at Probation provides services to individuals on mandatory supervision pursuant to Penal Code Section 1170h split sentences and high risk probationers. Many of these offenders are in need of substance abuse treatment.

The COUNTY'S Behavioral Health Bureau will determine whether an AB109 residential treatment program is applicable to the offender. COUNTY's Behavioral Health Bureau 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 Health Care Services 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 Bureau.
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), 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 DHCS Bulletin 11-13-Referral Code for Post-Release Community Supervision (AB 109) clients in the California Outcome Measurement System-Treatment (CalOMS-Tx). The Bulletin may be found on the California Department of Healthcare Services Website: [http://www.dhcs.ca.gov/provgovpart/Documents/Bulletin\\_11-13.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/Bulletin_11-13.pdf)
5. Annually, CONTRACTOR will make available to COUNTY Behavioral Health Bureau the following maximum number of residential bed days:

<b>Fiscal Year</b>	<b>Est. No. of Bed Days</b>	<b># of Clients to be served</b>
2015-16	1,443	16
2016-17	1,443	16
2017-18	1,443	16

A residential bed day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

### **Target Population**

Monterey County Health Department's Behavioral Health Bureau 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 Residential Treatment Program must have an assessment completed by the Behavioral Health Bureau assessment staff. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Bureau assessment staff (Refer to Exhibit J of agreement).

### **Extension of Services**

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

### **Designated Contract Monitor**

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

## **PROGRAM 6: OUTPATIENT DRUG FREE (ODF)**

### **Target Population**

Men and women 18 years of age to 65 years of age who have met meet the diagnostic criteria in DSMIV/ICD10 for a substance abuse disorder and have met the admission criteria for Community Human Services Outpatient Treatment program.

### **Program Description**

Long term 3-6 months structured drug and alcohol treatment program providing individual, family and group counseling and educational groups in an outpatient setting. Treatment needs are assessed at time of intake and can vary from three to five sessions per week.

***Community Human Services Outpatient Treatment Program will provide the following services:***

- Intake and Screening
- Assessment
- Medical Assessment/Physical Examination
- Individualized case management
- Group Counseling
- Individual Counseling
- Family Counseling
- Addiction and Recovery Information
- 12 Step Program facilitation
- Relapse Prevention
- Individualized Treatment Planning
- Trauma Counseling and Groups
- Communicable Illness Education
- Toxicology drug Screening
- Discharge Planning
- Referrals to community Resources
- Continuing Care Support Groups

### **Service Objectives**

1. Operate and maintain a State certified alcohol and drug program in accordance with Department of Health Care Service's certification standards.
2. Estimated capacity will be 75 outpatient clients in each location:
  - 1087 South Main Street, Salinas, CA 93901
  - 2560 Garden Rd., Ste.201 A, Monterey, CA 93940
3. Anticipate serving 50 clients per week between the two sites.
  - Provide an estimated **750** individual counseling units to continuously enrolled Drug/Medi-Cal eligible clients. Each counseling unit shall be 50 minutes.

- Provide an estimated **162** individual counseling units to continuously enrolled AB 109 eligible clients. Each counseling unit shall be 50 minutes.
  - Provide an estimated **3,900** group counseling units to continuously enrolled Drug/Medi-Cal eligible clients. Each counseling unit shall be 90 minutes.
  - Provide an estimated **702** group counseling units to continuously enrolled AB 109 eligible clients. Each counseling unit shall be 90 minutes.
4. Establish an outpatient treatment program that will reduce the negative impact of substance abuse on the individual and family.
  5. Establish and maintain a broad spectrum of treatment services to address the diverse treatment needs of men and women.
  6. Develop and establish an outpatient program that will empower clients in the collaborative treatment plan development process by matching treatment options and decisions based on the participant's individual needs.
  7. Treatment will be easily accessible and available to all clients needing services who meet the diagnostic criteria for admission.
  8. Treatment planning and case management services will address each participant's level of need for appropriate stabilization and ongoing care.

#### **Assessment and Referral**

Individuals requesting admission to the AB 109 Outpatient Program must have an assessment completed by the Behavioral Health Bureau Assessment staff. Upon completion of the assessment, access to the program will be made by a referral from the Behavioral Health Bureau Assessment staff (Refer to Exhibit J). Contractor may complete an assessment for self-referred clients who are Drug Medi-Cal (DMC) eligible requesting admission to the Outpatient Program.

#### **Designated Contract Monitor**

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

## **PROGRAM 7: AB 109: PERINATAL RESIDENTIAL DRUG TREATMENT**

### **Program Location**

1140 Sonoma Avenue  
Seaside, CA 93955

1146 Sonoma Avenue  
Seaside, CA 93955

1152 Sonoma Avenue  
Seaside, CA 93955

### **Target Population**

Pregnant and parenting women who are resident 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 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 on Post Release Community Supervision (PRCS). In addition to PRCS clients, the Behavioral Health team at Probation provides services to individuals on mandatory supervision pursuant to Penal Code Section 1170h split sentences and high risk probationers. Many of these offenders are in need of substance abuse treatment.

The COUNTY's Behavioral Health Bureau will determine whether an AB109 perinatal residential treatment program is applicable to the offender. COUNTY's Behavioral Health Bureau may authorize women, 18 years or older, with primary addiction to alcohol or other drugs for enrollment in this program.

### **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.

### **Service Objectives**

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Health Care Services license regulations. Genesis Residential Center is licensed for 8 perinatal residential drug treatment beds.
2. Contracted Capacity and Estimated Occupancy:  
For Fiscal Year (FY) 2016-17 and FY 2017-18, Community Human Services will make available to the Monterey County Behavioral Health Bureau a maximum of 150 bed days per FY. A residential bed day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

3. Provide intake interviews within forty-eight (48) hours of the eligible AB 109 client's call for an appointment in collaboration with Monterey County Behavioral Health Bureau.
4. Program staff will complete an Addiction Severity Index (ASI) Assessment on each client served under this program.
5. 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), 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 DHCS Bulletin 11-13-Referral Code for Post-Release Community Supervision (AB 109) clients in the California Outcome Measurement System-Treatment (CalOMS-Tx). The Bulletin may be found on the California Department of Healthcare Services Website: [http://www.dhcs.ca.gov/provgovpart/Documents/Bulletin\\_11-13.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/Bulletin_11-13.pdf)

#### **Assessment and Referral**

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

#### **Extension of Services**

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

#### **Designated Contract Monitor**

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

**DEPARTMENT OF ALCOHOL 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 Department of Healthcare Services Website:

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

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

Contractors providing alcohol and drug treatment 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 FY 2016-17" until such time new Perinatal Services Network Guidelines are established and adopted. The Perinatal Services Network Guidelines may be found on the California Department of Healthcare Services Website: <http://www.dhcs.ca.gov/services/adp/Documents/PSNG%20FY%202016-17.pdf>

**DEBARMENT AND SUSPENSIONS**

As required by Executive Order 12549, Debarment and Suspension, certain contracts shall not be made to parties listed on the nonprocurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Executive Order 12549 and 12689). The applicant certifies that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department of agency; (b) have not within a three year period preceding this application been convicted of or had a civil 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-2: 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). At the end of each fiscal year, COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 16 of this Agreement.
2. Subject to the cost adjustment described in Section 16, COUNTY shall compensate CONTRACTOR in the following manner:
  - a. For Program 1, 2 and 4: Residential, Perinatal Residential, and Daisy program services, CONTRACTOR shall bill COUNTY one-twelfth of the annual amount, monthly, in advance, on the Monthly Service Level Report and Invoice, Exhibit C. For Residential and Perinatal Residential, COUNTY shall review actual bed day utilization rate for fixed rate reimbursement programs on a quarterly basis and adjust reimbursement to the CONTRACTOR accordingly. CONTRACTOR shall develop a fee schedule in accordance with Section 14 of this Agreement. Subsequent advance payments will be adjusted to offset the fees collected. Billings shall be presented to COUNTY promptly after the close of each calendar month, as required in the County Alcohol and Drug Reporting Guidelines.
  - b. Programs 3, 5, 6, and 7: AB 109 Narcotic Treatment Program (NTP) service, AB 109 Residential, AB 109 Outpatient Drug Free (ODF), and AB 109 Perinatal Residential service shall be invoiced to COUNTY in arrears and on a monthly basis. CONTRACTOR shall bill COUNTY based on the number of units of service utilized multiplied by the negotiated rate.
  - c. COUNTY shall pay CONTRACTOR at the following rates per Fiscal Year (FY):

Program		FY 2015-16			FY 2016-17			FY 2017-18		
		Est. Units	Est. Rates	FY Total	Est. Units	Est. Rates	FY Total	Est. Units	Est. Rates	FY Total
1	Residential	5,691	\$77.01	\$438,264	5,691	\$80.09	\$455,793	5,691	\$80.09	\$455,793
2	Perinatal Residential	2,326	\$161.47	\$375,580	2,326	\$167.93	\$390,606	2,326	\$167.93	\$390,606
3	NTP Methadone Dosing (AB 109)	461	\$11.44	\$5,274	461	\$11.95	\$5,509	461	\$11.95	\$5,509
3	NTP Individual Counseling (AB 109)	293	\$13.39	\$3,924	293	\$13.90	\$4,073	293	\$13.90	\$4,073
4	DAISY	630		\$38,637	630		\$40,182	630		\$40,182
5	Residential (AB 109)	1,443	\$77.01	\$111,126	1,443	\$80.09	\$115,570	1,443	\$80.09	\$115,570
6	ODF Individual Counseling (AB 109)	162	\$66.93	\$10,843	162	\$69.50	\$11,259	162	\$69.50	\$11,259
6	ODF Group Counseling (AB 109)	702	\$27.14	\$19,053	702	\$27.46	\$19,277	702	\$27.46	\$19,277
7	Perinatal Residential (AB 109)				150	\$167.93	\$25,190	150	\$167.93	\$25,190
<b>TOTAL NON-DRUG / MEDI-CAL PROGRAMS</b>				<b>\$1,002,701</b>						<b>\$1,067,459</b>



- d. 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.
- b. COUNTY shall pay the CONTRACTOR the interim rate times the number of units of Narcotic Treatment Program (NTP) service and Outpatient Drug Free (ODF) service. The NTP and ODF interim rates shall be:

PROGRAM		FY 2015-16			FY 2016-17			FY 2017-18		
		Est. Units	Rate	FY Total	Est. Units	Rate	FY Total	Est. Units	Rate	FY Total
3	NTP Methadone Dosing (DMC)	57,938	\$11.44	\$662,811	57,938	\$11.95	\$692,360	57,938	\$11.95	\$692,360
3	NTP Perinatal Methadone Dosing (DMC)	2,160	\$13.58	\$29,333	2,160	\$13.80	\$29,808	2,160	\$13.80	\$29,808
3	NTP Individual Counseling (DMC)	36,797	\$13.39	\$492,712	36,797	\$13.90	\$511,479	36,797	\$13.90	\$511,479
3	NTP Perinatal Individual Counseling (DMC)	1,440	\$21.17	\$30,485	1,440	\$18.43	\$26,540	1,440	\$18.43	\$26,540
3	NTP Group Counseling (DMC)	400	\$3.02	\$1,208	400	\$3.05	\$1,220	400	\$3.05	\$1,220
6	ODF Individual Counseling (DMC)	750	\$66.93	\$50,198	750	\$69.50	\$52,125	750	\$69.50	\$52,125
6	ODF Group Counseling (DMC)	3,900	\$27.14	\$105,846	3,900	\$27.46	\$107,094	3,900	\$27.46	\$107,094
<b>TOTAL DRUG / MEDI-CAL PROGRAMS</b>				<b>\$1,372,593</b>						<b>\$1,420,626</b>

- 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.

### **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 **\$7,351,464** for services rendered under this Agreement.

B. Funding Source and Estimated Amounts per FY:

FY 2015-2016									
Program Number/Name	Avatar Program Name	Avatar Program ID	Contract Amount	Federal Substance Abuse Prevention & Treatment (SAPT) Block Grant	Drug Medi-Cal (Combination of Federal Financial Participation (FFP) and required match Code. Behavioral Health Sub-Account funds are used for the match.)	State Funds- Behavioral Health Sub-Account	State AB109	Other Non-State/Non-Federal Funds	TOTAL
<b>Non-Drug/Medi-Cal Programs</b>									
1 Residential	ZADP Genesis Residential	Z21RES	\$438,264	\$438,264					\$438,264
2 Perinatal Residential	ZADP Genesis Perinatal	Z21RES	\$375,580	\$71,962		\$303,618			\$375,580
3 NTP Methadone Doses (AB109)	ZADP CHS Narcotic AB109	Z35NMAB109	\$5,274				\$5,274		\$5,274
3 NTP Individual Counseling (AB 109)	ZADP CHS Narcotic AB109	Z35NMAB109	\$3,924				\$3,924		\$3,924
4 DAJSY	Not applicable	Not applicable	\$38,637	\$38,637					\$38,637
5 Residential (AB 109)	ZADP Genesis Residential AB109	Z21RSA109	\$111,126				\$111,126		\$111,126
6 ODF Individual Counseling (AB 109)	ZADP CHS Outpatient Salinas AB 109	Z09OPAB109S	\$10,843				\$10,843		\$10,843
	ZADBP CHS Outpatient Monterey AB 109	Z08OPAB109							
6 ODF Group Counseling (AB 109)	ZADP CHS Outpatient Salinas AB 109	Z09OPAB109S	\$19,053				\$19,053		\$19,053
	ZADBP CHS Outpatient Monterey AB 109	Z08OPAB109							
<b>Subtotal</b>			<b>\$1,002,701</b>	<b>\$548,863</b>		<b>\$303,618</b>	<b>\$150,220</b>		<b>\$1,002,701</b>
<b>Drug Medi-Cal Programs</b>									
3 NTP Methadone Doses (DMC)	ZADP CHS Methadone Clinic	Z35MM	\$662,811		\$662,811				\$662,811
3 NTP Perinatal Methadone Doses (DMC)	ZADP CHS Methadone Clinic	Z35MM	\$29,333		\$29,333				\$29,333
3 NTP Individual Counseling (DMC)	ZADP CHS Methadone Clinic	Z35MM	\$492,712		\$492,712				\$492,712
3 NTP Perinatal Individual Counseling (DMC)	ZADP CHS Methadone Clinic	Z35MM	\$30,485		\$30,485				\$30,485
3 NTP Group Counseling (DMC)	ZADP CHS Methadone Clinic	Z35MM	\$1,208		\$1,208				\$1,208
6 ODF Individual Counseling (DMC)	ZADP CHS Outpatient Salinas	Z09OP	\$50,198		\$50,198				\$50,198
	ZADP CHS Outpatient Monterey	Z08OP							
6 ODF Group Counseling (DMC)	ZADP CHS Outpatient Salinas	Z09OP	\$105,846		\$105,846				\$105,846
	ZADP CHS Outpatient Monterey	Z08OP							
<b>Subtotal</b>			<b>\$1,372,593</b>		<b>\$1,372,593</b>				<b>\$1,372,593</b>
<b>Grand Total</b>			<b>\$2,375,294</b>	<b>\$548,863</b>	<b>\$1,372,593</b>	<b>\$303,618</b>	<b>\$150,220</b>		<b>\$2,375,294</b>

**FY 2016-2018**

Program Number/Name	Avatar Program Name	Avatar Program ID	Contract Amount	Federal Substance Abuse Prevention & Treatment (SAPT) Block Grant	Drug Medi-Cal (Combination of Federal Financial Participation (FFP) and required match (% varies based on Aid Code. Behavioral Health Sub-Account funds are used for the match.))	State Funds- Behavioral Health Sub-Account	State AB109	Other Non-State/Non-Federal Funds	TOTAL
Non-Drug/Medi-Cal Programs									
1 Residential	ZADP Genesis Residential	Z21RES	\$455,793	\$455,793					\$455,793
2 Perinatal Residential	ZADP Genesis Perinatal	Z21RES	\$390,606	\$74,841		\$315,765			\$390,606
3 NTP Methadone Doses (AB109)	ZADP CHS Narcotic AB109	Z35NMAB109	\$5,509				\$5,509		\$5,509
3 NTP Individual Counseling (AB 109)	ZADP CHS Narcotic AB109	Z35NMAB109	\$4,073				\$4,073		\$4,073
4 DAISY	Not applicable	Not applicable	\$40,182	\$40,182					\$40,182
5 Residential (AB 109)	ZADP Genesis Residential AB109	Z21RSA109	\$115,570				\$115,570		\$115,570
6 ODF Individual Counseling (AB 109)	ZADP CHS Outpatient Salinas AB 109 ZADBP CHS Outpatient Monterey AB 109	Z09OPAB109S Z08OPAB109	\$11,259				\$11,259		\$11,259
6 ODF Group Counseling (AB 109)	ZADP CHS Outpatient Salinas AB 109 ZADBP CHS Outpatient Monterey AB 109	Z09OPAB109S Z08OPAB109	\$19,277				\$19,277		\$19,277
7 Perinatal Residential (AB 109)	ZADP Genesis Perinatal Residential AB 109	Z21PRAB109	\$25,190				\$25,190		\$25,190
<b>Subtotal</b>			<b>\$1,067,459</b>	<b>\$570,816</b>		<b>\$315,765</b>	<b>\$180,878</b>		<b>\$1,067,459</b>
Drug Medi-Cal Programs									
3 NTP Methadone Doses (DMC)	ZADP CHS Methadone Clinic	Z35MM	\$692,360		\$692,360				\$692,360
3 NTP Perinatal Methadone Doses (DMC)	ZADP CHS Methadone Clinic	Z35MM	\$29,808		\$29,808				\$29,808
3 NTP Individual Counseling (DMC)	ZADP CHS Methadone Clinic	Z35MM	\$511,479		\$511,479				\$511,479
3 NTP Perinatal Individual Counseling (DMC)	ZADP CHS Methadone Clinic	Z35MM	\$26,540		\$26,540				\$26,540
3 NTP Group Counseling (DMC)	ZADP CHS Methadone Clinic	Z35MM	\$1,220		\$1,220				\$1,220
6 ODF Individual Counseling (DMC)	ZADP CHS Outpatient Salinas ZADP CHS Outpatient Monterey	Z09OP Z08OP	\$52,125		\$52,125				\$52,125
6 ODF Group Counseling (DMC)	ZADP CHS Outpatient Salinas ZADP CHS Outpatient Monterey	Z09OP Z08OP	\$107,094		\$107,094				\$107,094
<b>Subtotal</b>			<b>\$1,420,626</b>		<b>\$1,420,626</b>				<b>\$1,420,626</b>
<b>Grand Total</b>			<b>\$2,488,085</b>	<b>\$570,816</b>	<b>\$1,420,626</b>	<b>\$315,765</b>	<b>\$180,878</b>		<b>\$2,488,085</b>

C. Maximum Annual Liability:

COMMUNITY HUMAN SERVICES: AOD Agreement	
FY 2015-16 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$2,375,294
FY 2016-17 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$2,488,085
FY 2017-18 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	\$2,488,085
<b>TOTAL AGREEMENT MAXIMUM LIABILITY</b>	<b>\$7,351,464</b>

**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 Bureau  
**ATTN: Accounts Payable**  
1270 Natividad Road Salinas, CA 93906

**Or**

Email: MCHDBHFinance@co.monterey.ca.us

## **EXHIBIT H-2:**

### **COMPLIANCE WITH STATE ALCOHOL AND DRUG PROGRAM REGULATIONS**

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

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

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

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

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

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

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

performance schedule. However, CONTRACTOR shall use all best efforts to continue with services, in light of the situation.

10. Charitable Choice

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

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

11. Trafficking Victims Protection Act of 2000

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

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

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

Robin McCrae  
Signature of Authorized Representative  
2/2/17  
Date

Community Human Services  
Business Name of Contractor  
Robin McCrae  
Name of Authorized Representative (printed)  
Executive Director  
Title of Authorized Representative