

**AMENDMENT NO. 1
TO ALCOHOL AND/OR DRUG SERVICE AGREEMENT A-13209
BY AND BETWEEN
COUNTY OF MONTEREY AND
VALLEY HEALTH ASSOCIATES**

This AMENDMENT NO. 1 to Agreement A-13209 is made by and between the County of Monterey, hereinafter referred to as "COUNTY," and **Valley Health Associates**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into Agreement A-13209 in the amount of \$2,488,863 for the term July 1, 2016 – June 30, 2019; and

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

1. Revise drug treatment rates to reflect the FY 2016-17 Drug Medi-Cal rates published by the Department of Health Care Services;
2. Revise Exhibit A: Program Description, Program 3 - Outpatient Program - Drug Diversion Program to a Level I program; and
3. Revise Exhibit H: Compliance with State Alcohol and Drug Program Regulations.

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

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B: PAYMENT PROVISIONS is replaced by EXHIBIT B-1: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. EXHIBIT H: COMPLIANCE WITH STATE ALCOHOL AND DRUG PROGRAM REGULATIONS is replaced by EXHIBIT H-1: COMPLIANCE WITH STATE ALCOHOL AND DRUG PROGRAM REGULATIONS. All references in the Agreement to EXHIBIT H shall be construed to refer to EXHIBIT H-1.
4. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-13209 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. 1 is effective July 1, 2016.
6. A copy of this Amendment shall be attached to the original Agreement executed by the County on June 28, 2016.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Agreement A-13209 as of the date and year written below:

COUNTY OF MONTEREY


By: _____
Contracts/Purchasing Officer

Date: _____

By: 
Elsa Jimenez, Director of Health

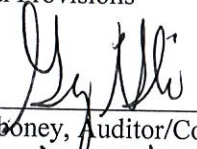
Date: 12/06/2016

Approved as to Form¹

By: 
Stacy L. Saetta, Deputy County Counsel

Date: 12/2/2016

Approved as to Fiscal Provisions²

By: 
Gary Giboney, Auditor/Controller

Date: 12/5/16

Approved as to Liability Provisions³

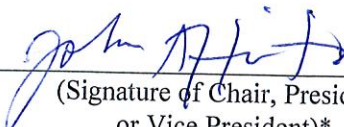
By: _____
Steve Mauck, Risk Management

Date: _____


CONTRACTOR

VALLEY HEALTH ASSOCIATES

Contractor's Business Name*

By: 
(Signature of Chair, President,
or Vice President)*

Date: 11-10-16

By: 
(Signature of Secretary, Asst. Secretary,
CFO or Treasurer or Asst. Treasurer)*

Date: 11/10/16

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.

¹Approval 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.

²Approval by Auditor-Controller is required.

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

Valley Health Associates

Amendment No. 1 to Alcohol and/or Drug Service Contract A-13209
FY 2016-2019

EXHIBIT A-1: PROGRAM DESCRIPTION

PROGRAM 1 – NARCOTIC MAINTENANCE

Program Location

338 Monterey Street
Salinas, CA 93901

Program Hours

1. Hours of Operation: Monday through Friday, 6:30am - 3:00pm
2. Medication dispensed: Monday through Friday, 6:30am - 10:30am
Holidays and weekends, 7:30am - 9:00am
3. Intake hours: Tuesday, 7:30 am - 11:00 am
4. Screening and interviews are by appointment.

Program Description

Opiate Treatment Programs are included as outpatient care by the State Department of Alcohol and Drug Programs' "Drug Program Fiscal System Manual and Services" defined as follows: Outpatient care is a medication or counseling visit in the clinic setting in accordance with Title 9 (for narcotics), and Title 22, California Code of Regulations. Narcotic maintenance is an opiate replacement treatment whereby methadone is used in sustained, stable, medically determined dosage levels for a period in excess of 21 days, to reduce or eliminate chronic opiate addiction. A licensed narcotic treatment program may receive exception to state admission requirements for a two-year history of addiction and two treatment failures (California Code of Regulations Title 9). CONTRACTOR will provide the client with a comprehensive range of treatment services including:

- Physical examination by the program physician;
- Assessment and treatment planning;
- Medication;
- Individual counseling;
- Education and or
- Group counseling;
- Referrals for ancillary services; and
- Drug screening.

CONTRACTOR's physician determines continued participation in the maintenance program.

Target Population

Medi-Cal eligible adults age 18 years or older with primary addiction to heroin or other morphine addicted individuals in Monterey County (including temporary transfers) who wish to stabilize and decrease their addiction through their participation in a narcotic maintenance program. CONTRACTOR will place special emphasis on the needs of pregnant women.

Service Objectives

1. Operate and maintain a State licensed narcotic maintenance treatment program in accordance with all applicable State and Federal laws.
2. Provide the estimated Narcotic Treatment Program (NTP) units of service as specified in the table below to those individuals continuously enrolled in the program.

Program 1	FY 2016-17	FY 2017-18	FY 2018-19
NTP Methadone Dosing (DMC)	31,025	31,025	31,025
NTP Individual Counseling (DMC)	20,400	20,400	20,400
NTP Group Counseling (DMC)	4,080	4,080	4,080

Target Population

AB 109 eligible adults age 18 years or older with primary addiction to heroin or other morphine addicted individuals in Monterey County (including temporary transfers) who wish to stabilize and decrease their addiction through their participation in a narcotic maintenance program. CONTRACTOR will place special emphasis on the needs of pregnant women.

Service Objectives

1. Operate and maintain a State licensed narcotic maintenance treatment program in accordance with all applicable State and Federal laws.
2. Provide the estimated NTP units of service as specified in the table below to those individuals continuously enrolled in the program.

Program 1	FY 2016-17	FY 2017-18	FY 2018-19
NTP Methadone Dosing (AB 109)	5,475	5,475	5,475
NTP Individual Counseling (AB 109)	3,600	3,600	3,600
NTP Group Counseling (AB 109)	720	720	720

Admission Criteria

1. Client must be age 18 years or older (proof of birth date required).
2. Client must agree to provide a urine test that substantiates addiction to heroin or opiate like substances.
3. Client must have been assessed a medical judgment for physiologic dependence of approximately most of one year (6 months + 1 day) prior to admission date.
4. Penal documentation – Client must have resided in a penal institution for one month or more – must be admitted within 6 months after discharge – without being in withdrawal but must be eligible prior to incarceration.
5. Must have laboratory tests for Tuberculosis and Syphilis.

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

Valley Health Associates

Amendment No. 1 to Alcohol and/or Drug Service Contract A-13209

FY 2016-2019

PROGRAM 2 – OUTPATIENT DRUG FREE PROGRAM

Program Location

338 Monterey Street
Salinas, CA

Program Hours

1. Office Hours: Monday through Friday, 6:30am - 3:00 pm
2. Group Sessions: Monday through Thursday, 4:30 pm - 6:00 pm
3. Orientation: Wednesday, 12:45pm
4. Intake Hours: Monday through Friday by appointment

Program Description

CONTRACTOR operates a three month outpatient treatment program for men and women who are defendants and/or Drug Medi-Cal eligible individuals with significant alcohol and/or drug problems that necessitate outpatient services to initiate and maintain abstinence from the use of alcohol and other drugs. The outpatient drug-free program offers both State-certified Drug/Medi-Cal and Non Drug/Medi-Cal services and operates in accordance with applicable State and Federal laws. CONTRACTOR shall offer the following outpatient services to eligible program participants based on the assessment and treatment needs of each client:

- Orientation;
- Assessment and treatment planning;
- Weekly education sessions;
- 6 Individual counseling sessions;
- 32 Group sessions (90 minutes each);
- Relapse prevention;
- Drug screening;
- Treatment and Discharge planning;
- Case management;
- 12-Step meetings;
- Information/referrals for obtaining health, social, vocation and other community services;
- and
- Exit/recovery planning.

CONTRACTOR will provide culturally and linguistically competent services using the evidenced based practices of Motivational Interviewing, Seeking Safety, and Matrix.

Failure to successfully complete the three month program will result in a case management meeting including staff from COUNTY Behavioral Health Bureau, Probation and/or Parole, and CONTRACTOR. If deemed appropriate, clients may continue in CONTRACTOR outpatient services for additional services months as prescribed by the case management team.

Target Population

County of Monterey residents, men and/or women. Each applicant for outpatient treatment services is appropriately screened for eligibility based on meeting stated admission criteria. Access to the program for AB 109 eligible women and men will be by referral by COUNTY Behavior Bureau assessment staff.

Service Objectives

1. Operate and maintain a state certified outpatient drug free program in accordance with applicable State and Federal laws.
2. Program staff providing services will be trained in the practices of motivational interviewing and seeking safety and will utilize these practices when serving clients under this grant funded program.
3. Program staff will complete an Addiction Severity Index (ASI) Assessment on each client being served under this program.
4. Provide structured outpatient treatment services to a minimum of 60 clients. Provide weekly progress reports to authorized AB 109, Probation staff (Refer to Exhibit L of original agreement).
5. Contractor will provide the following estimated outpatient sessions to Drug/Medi-Cal eligible clients for FY 2016-19.

Program 2	FY 2016-17	FY 2017-18	FY 2018-19
Outpatient Individual Counseling (DMC)	300	300	300
Outpatient Group Counseling (DMC)	1,600	1,600	1,600

Contractor will provide the following estimated outpatient sessions to continuously enrolled Non-Drug/Medi-Cal eligible clients for FY 2016-19.

Program 2	FY 2016-17	FY 2017-18	FY 2018-19
Outpatient Individual Counseling (AB 109)	60	60	60
Outpatient Group Counseling (AB 109)	320	320	320

Admission Criteria

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

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

Assessment and Referral

Individuals requesting admission to the Outpatient Program (AB 109) 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 who will provide an Initial Authorization Form (See Exhibit K). CONTRACTOR may complete an assessment for self-referred clients who are Drug Medi-Cal (DMC) eligible requesting admission to the Outpatient Program.

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 M).

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 PROGRAM – DRUG DIVERSION

Program Location

338 Monterey Street
Salinas, CA

Program Hours

1. Office hours: Monday through Friday, 6:30am - 3:00pm
2. Group Sessions: Monday through Thursday, 4:30pm - 6:00pm
3. Orientation: Wednesday, 12:45pm
4. Intake Hours: Monday through Friday by appointment

Program Description

The Drug Diversion program PC1000 will consist of requirements set forth by California State Penal Code Section 1211(a). These minimum requirements shall include, but not be limited to, all of the following: (1) An initial assessment of each divertee, which may include all of the following: (a) Social, economic, and family background; (b) Education; (c) Vocational achievements; (d) Criminal history; (e) Medical history; and (f) Drug history and previous treatment. (2) A minimum of 20 hours of either effective education or counseling or any combination of both for each divertee. (3) An exit conference which shall reflect the divertee's progress during her or her participation in the program.

CONTRACTOR provides a certified drug diversion program as regulated by COUNTY standards of operations as detailed in Exhibit I. The Outpatient Program - Drug Diversion program is a sixteen (16) week Level I program requiring the client to:

- Complete an orientation;
- Complete an intake assessment ;
- Complete 20 hours of either group and/or individual counseling or a combination of both;
- Agree to undergo and authorize a minimum of four (2) random drug screenings;
- Attend an exit interview upon completion of the program; and,
- Attend 12-Step meetings.

Each participant will receive an orientation into the Drug Diversion program prior to an assessment appointment to include two random unsupervised and/or supervised drug screen(s). Clients who do not successfully complete Level I and or should test positive on a urinalysis drug screen on more than one occasion, the DEJ PC 1000 counselor will refer the client to an Outpatient setting of his or her choice.

CONTRACTOR may terminate clients who attend program activities while under the influence of alcohol or drugs.

Target Population

Adult men and women offenders referred by Department 10 of the Courts as a Deferred Entry Judgment.

Service Objectives

1. Complete intake/assessment within fifteen (15) working days after client schedules an intake appointment for enrollment into the program.
2. Upon client's completion of the intake/assessment session, CONTRACTOR will complete the "Enrollment Status" for the individual to take to the Court.
3. Counseling staff and/or CONTRACTED representative will act as a conduit between Monterey County Courts and CONTACTOR verifying treatment.

Admission Criteria

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. Non-residential locations are handicapped accessible. Visually and hearing impaired participants are welcome and interpreters will be utilized as needed. For each individual participant, including family members or significant others:

- Involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation.
- All participation shall be voluntary.
- All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program.
- No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others.

Fees

CONTRACTOR shall assess fees to the client to be used toward the cost of treatment based on CONTRACTOR's Drug Diversion Program Fee Structure. Services will not be denied because of an individual's inability to pay. COUNTY shall receive an administration fee of \$50.00 for each individual referred to CONTRACTOR by COUNTY and who completes the 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

PERINATAL, CalOMS DATA AND CalOMS PREVENTION PROGRAM REQUIREMENTS:

Contractors providing alcohol and drug treatment services shall fully participate in the California Outcome Measurement System (CalOMS) data collection and submission process and shall meet the timelines as established by the County. Contractors providing Perinatal Program services shall comply with the requirements for perinatal programs as contained in "Perinatal Services Network Guidelines FY 2016-17" until such time new Perinatal Services Network Guidelines are established and adopted.

DEBARMENT AND SUSPENSIONS

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

EXHIBIT B-1: PAYMENT PROVISIONS

PAYMENT TYPE

Cost Reimbursed up to the Maximum Contract Amount.

PAYMENT CONDITIONS

- A. COUNTY shall pay CONTRACTOR for services rendered under this Agreement; such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY's maximum liability under this Agreement.
- B. If for any reason this Agreement is canceled, COUNTY's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed below.
- C. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Cost Report or audit report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any Federal, State or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.
- D. **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.
- E. **Timeliness for Claim Submission**
In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as may be required by the County of Monterey, Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on a form acceptable to COUNTY so as to reach the Behavioral Health Bureau no later than the 30th day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services. Invoices for June services shall reach Behavioral Health by July 15th.
- F. **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.
- G. **Disputed Payment Amount**
If COUNTY certifies for payment a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for the modification. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the COUNTY's notice. The

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

H. Cost Control:

CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

Non-Drug/Medi-Cal

1. COUNTY shall pay CONTRACTOR for services rendered to eligible participants, which fall within the general services described in Exhibit A. The rate for Non-Drug/Medi-Cal client services shall be a negotiated rate based upon the estimated cost and units of services. At the end of each fiscal year, COUNTY shall make an adjustment for actual cost 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 Narcotic Maintenance services, CONTRACTOR shall bill County based on the number of doses, individual and group units of service (in 10 minute increments) multiplied by the negotiated rate on Exhibit C, attached to other supporting documentation required by County for Payment. Billings shall be submitted to COUNTY promptly after the close of each calendar month, as required in the County Alcohol and Drug Reporting Guidelines.
 - b. For outpatient services, CONTRACTOR shall bill COUNTY based on the number of individual and group units multiplied by the negotiated rate on Exhibit C, attached to other supporting documentation required by COUNTY for payment.
 - c. COUNTY shall pay the CONTRACTOR the following negotiated rates:

Program		FY 2016-17			FY 2017-18			FY 2018-19		
		Est. Units per FY	Est. Rates	FY Total	Est. Units per FY	Est. Rates	FY Total	Est. Units per FY	Est. Rates	FY Total
1	NTP Methadone Dosing (AB 109)	5,475	\$11.95	\$65,427	5,475	\$11.95	\$65,427	5,475	\$11.95	\$65,427
1	NTP Individual Counseling (AB 109)	3,600	\$13.90	\$50,040	3,600	\$13.90	\$50,040	3,600	\$13.90	\$50,040
1	NTP Group Counseling (AB 109)	720	\$3.05	\$2,196	720	\$3.05	\$2,196	720	\$3.05	\$2,196
2	Outpatient Individual Counseling (AB 109)	60	\$69.50	\$4,170	60	\$69.50	\$4,170	60	\$69.50	\$4,170
2	Outpatient Group Counseling (AB 109)	320	\$27.46	\$8,788	320	\$27.46	\$8,788	320	\$27.46	\$8,788
Total Non-Drug/Medi-Cal				\$130,621						\$130,621

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

Drug/Medi-Cal

At the end of each fiscal year, COUNTY shall make adjustment 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 Exhibit C, attached to supporting documentation as required by COUNTY for payment. Billings shall be submitted to COUNTY promptly after the close of each calendar month, as required in the County Alcohol and Drug Reporting Guidelines.
- b. COUNTY shall pay the CONTRACTOR the following interim rates:

Program		FY 2016-17			FY 2017-18			FY 2018-19		
		Est. Units per FY	Est. Rates	FY Total	Est. Units per FY	Est. Rates	FY Total	Est. Units per FY	Est. Rates	FY Total
1	NTP Methadone Dosing (DMC)	31,025	\$11.95	\$370,749	31,025	\$11.95	\$370,749	31,025	\$11.95	\$370,749
1	NTP Individual Counseling (DMC)	20,400	\$13.90	\$283,560	20,400	\$13.90	\$283,560	20,400	\$13.90	\$283,560
1	NTP Group Counseling (DMC)	4,080	\$3.05	\$12,444	4,080	\$3.05	\$12,444	4,080	\$3.05	\$12,444
2	Outpatient Individual Counseling (DMC)	300	\$69.50	\$20,850	300	\$69.50	\$20,850	300	\$69.50	\$20,850
2	Outpatient Group Counseling (DMC)	1,600	\$27.46	\$43,936	1,600	\$27.46	\$43,936	1,600	\$27.46	\$43,936
Total Drug/Medi-Cal				\$731,539						\$731,539

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

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

attempted to resolve the dispute in person. Any costs incurred for dispute resolution will be split evenly between CONTRACTOR and COUNTY.

Drug Diversion

1. CONTRACTOR shall develop and implement Fee Assessment and Collection procedures in compliance with COUNTY's Standards for the Operation of Certified Drug Diversion Programs attached hereto as Exhibit I. COUNTY DIRECTOR shall approve the fees set forth for the Drug Diversion Program Fee Structure and any changes thereto. CONTRACTOR's Fee Assessment Policy, Fee Schedule and Collection System, which shall describe how the CONTRACTOR charges and collects participation fees, shall comply with the COUNTY's Standards for the Operation of Certified Drug Diversion Programs. CONTRACTOR shall not charge more than this schedule unless an updated fee schedule is approved by the COUNTY DIRECTOR. This system shall be in writing and shall be a matter of public record. Fees for the treatment or rehabilitation of each participant receiving service under a certified drug diversion program shall not exceed the actual cost thereof as determined by the DIRECTOR according to standard accounting principles. The following schedule displays program fees:

DRUG DIVERSION PROGRAM FEE STRUCTURE		
<i>LEVEL I PROGRAM</i>		
SERVICES	FEES	DESCRIPTION
Orientation	\$40.00	<ul style="list-style-type: none"> • Completion of consent forms in a group setting. • Assessment appt. made for intake • Note: Orientation occurring each Wednesday of the month at 12:45 pm – referral by the court.
Assessment	\$75.00	<ul style="list-style-type: none"> • Individual session w/counselor for 60 mins. • Payment plan created/income verification • Scheduling of group session(s) • Note: There is a fee of \$15 for a missed assessment appt. and it will only be rescheduled once. Orientation and assessment fee (\$115.00) must be paid in full before treatment begins.
Group and/or Individual Counseling	<ul style="list-style-type: none"> • 12 Group Sessions \$45 each = \$540 • 1 Individual Sessions \$65 each = \$65.00 • 2 Urinalysis Tests \$50 each = \$100.00 • 1 Exit Interview \$75 .00 • County fee = \$50.00 	<ul style="list-style-type: none"> • If client does not have payment at time of session, then services will not be provided. • An absence will incur a \$15 fee regardless of advance notice. If the client is absent more than two times than they will be terminated without notice. • If the client is terminated then reinstated by the court, each diveree will begin with an orientation session. • County fee will be collected ONLY at time of completion
Total Level I Program Fees	\$945.00	The \$50 dollar County fee included in total cost of Level I program fees.
<i>If the client tests positive on the urinalysis drug screen on more than one occasion, counselor will complete ASAM criteria and refer client to Outpatient treatment.</i>		

2. Fees charged to participants shall be determined based upon the participant's ability to pay for services. CONTRACTOR shall retain documentation relating to participant's ability to pay and participation in the program and allow COUNTY access to it in accordance Section 12 RECORDS AND REPORTS of this Agreement. CONTRACTOR shall not refuse services because of inability to pay and shall make provisions for persons who cannot afford such fees in order to enable such persons to participate in the program. CONTRACTOR shall exercise diligence in the billing and collection of participant fees.
3. CONTRACTOR is required to submit administrative fees to the Behavioral Health Bureau of the Monterey County Health Department on a quarterly basis along with the Quarterly Drug Diversion Program Report. CONTRACTOR shall pay an administrative fee of **\$50 per individual who completes the program** to COUNTY, which shall be due fifteen (15) days after end of quarter.
4. If analysis of any audit or program review shows that the CONTRACTOR has underpaid the COUNTY, then the CONTRACTOR shall reimburse the amount of the underpayment in a single payment to the COUNTY within thirty (30) days after the COUNTY notifies the CONTRACTOR of the underpayment.

MAXIMUM OBLIGATION OF THE COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$2,586,480** or services rendered under this Agreement.

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

Fiscal Year 2016-2019												
Program Number	Program	Avatar Program Name	Avatar Program ID	Contract	Drug Medi-Cal							
					Federal Substance Abuse Prevention & Treatment (SAPT) Block Grant	(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 Funds	Other Non-State/Non-Federal Funds	TOTAL		
Non-Drug Medi-Cal Programs												
1	NTP Methadone Dosing (AB109)	ZADP Valley Health Narcotic AB109	Z99NNMAB109	\$65,427					\$65,427	\$65,427		
1	NTP Individual Counseling (AB109)	ZADP Valley Health Narcotic AB109	Z99NNMAB109	\$50,040					\$50,040	\$50,040		
1	NTP Group Counseling (AB109)	ZADP Valley Health Narcotic AB109	Z99NNMAB109	\$2,196					\$2,196	\$2,196		
2	Outpatient Individual Counseling (AB109)	TBD		\$4,170					\$4,170	\$4,170		
2	Outpatient Group Counseling (AB109)	TBD		\$8,788					\$8,788	\$8,788		
	Subtotal			\$130,621					\$130,621	\$130,621		
Drug Medi-Cal Programs												
1	NTP Methadone Dosing (DMC)	ZADP Valley Health Narcotic	Z99NM	\$370,749				\$370,749		\$370,749		
1	NTP Individual Counseling (DMC)	ZADP Valley Health Narcotic	Z99NM	\$283,560				\$283,560		\$283,560		
1	NTP Group Counseling (DMC)	ZADP Valley Health Narcotic	Z99NM	\$12,444				\$12,444		\$12,444		
2	Outpatient Individual Counseling (DMC)	TBD		\$20,850				\$20,850		\$20,850		
2	Outpatient Group Counseling (DMC)	TBD		\$43,936				\$43,936		\$43,936		
	Subtotal			\$731,539				\$731,539		\$731,539		
Grand Total				\$862,160	\$0			\$731,539	\$0	\$130,621	\$0	\$862,160

B. Maximum Annual Liability

FISCAL YEAR LIABILITY	AMOUNT
FY 2016-2017	\$862,160
FY 2017-2018	\$862,160
FY 2018-2019	\$862,160
TOTAL AGREEMENT MAXIMUM LIABILITY	\$2,586,480

- C. COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY's maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Cost Report or audit report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any Federal, State or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.
- F. Service Charge Entry, Admission and Discharges. The contractor will be responsible for entering into the AVATAR system, within 72 hours of occurrence, CalOMS Admission and Discharges and entering services provided.

PAYMENT METHOD

1. County will pay CONTRACTOR for the services provided by CONTRACTOR that have been authorized pursuant to this agreement, as hereinafter set forth.
2. CONTRACTOR will submit a separate monthly claim, Exhibit C, and any additional documentation required by COUNTY for each program detailing services rendered via email to MCHDBHFinance@co.monterey.ca.us

Or via U.S mail to:

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

EXHIBIT H-1:**COMPLIANCE WITH STATE ALCOHOL AND DRUG PROGRAM REGULATIONS**

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.

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 1st. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner prescribed by DHCS.

11. Trafficking Victims Protection Act of 2000

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

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

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



Signature of Authorized Representative

11/10/19

Date

Valley Health Associates

Business Name of Contractor

Amy Bravo

Name of Authorized Representative (printed)

Executive Director

Title of Authorized Representative