

**SECOND AMENDED AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS SECOND AMENDMENT to the AGREEMENT for Services of Independent Contractor, referenced as BC 19-200 (Agreement), by and between the **County of Santa Barbara** (County), a political subdivision of the state of California, and **The Salvation Army** (Vendor or Contractor), a California corporation, wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

WHEREAS, the County Board of Supervisors (the Board) authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC 19-200, on April 9, 2019 for the provision of Substance Use Disorder (SUD) services under the Drug Medi-Cal (DMC) Organized Delivery System (ODS) for a total amount not to exceed \$4,171,576 for the period of March 1, 2019 through June 30, 2021;

WHEREAS, the Board authorized the County to enter into the First Amendment to the Agreement on September 10, 2019, which added language for compliance with state and federal regulations to the Agreement; added mental health services for shelter beds to the Agreement; increased the Agreement contract maximum amount by \$131,400 for a new contract maximum not to exceed \$4,302,976; and replaced in total the terms and conditions set forth in the Agreement;

WHEREAS, this Second Amendment to the Agreement adds language to Exhibit A-1-Statement of Work: Alcohol Drug Program (ADP) General Provisions of the Agreement for compliance with state and federal regulations and adds ADP Residential Treatment Services (RTS) Level 3.5 to the Agreement effective September 1, 2020 with no change in the contract maximum amount of \$4,302,976 for the period of March 1, 2019 to June 30, 2021, inclusive of \$669,064 for FY 18-19, \$1,751,256 for FY 19-20 and \$1,751,256 for FY 20-21 in ADP funds and \$65,700 for FY 19-20 and \$65,000 for FY 20-21 in MHS funds; and incorporates the terms and conditions set forth in the First Amended Agreement and approved by the Board on September 10, 2019, except as modified in this Second Amendment to the Agreement; and

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

- I. Delete Exhibit A-1 Statement of Work: ADP General Provisions and replace with the following:**

EXHIBIT A-1

STATEMENT OF WORK: ADP

GENERAL PROVISIONS

The following terms shall apply to all Alcohol and Drug Programs (“ADP”) operated under this Agreement for Services of Independent Contractor:

1. PERFORMANCE.

- A. Compliance with County, State and Federal Requirements.** Contractor shall adhere to all County requirements, all relevant provisions of the California Code of Regulations Title 9, Division 4, the Code of Federal Regulations Title 42 Part 438, and all relevant provisions of applicable law, including but not limited to Medicaid laws and regulations, including applicable sub-regulatory guidance, Health and Safety Code section 11848.5, and Welfare and Institutions Code chapter 7, Sections 14000 et seq., that are now in force or which may hereafter be in force.
- B. Enrollment with DHCS as Medicaid Provider.** Contractor shall be at all times currently enrolled with the California Department of Health Care Services (DHCS) as a Medicaid provider, consistent with the provider disclosure, screening and enrollment requirements of 42 CFR part 455, subparts B and E.
- C. Compliance with Drug Medi-Cal Organized Delivery System (DMC-ODS) Requirements.** Contractor shall abide by all applicable State Program Certification standards and regulations, and all applicable Medi-Cal contract provisions including the Special Terms and Conditions (STCs) of the DMC-ODS waiver, and by the Intergovernmental Agreement between the County Department of Behavioral Wellness (Department) and DHCS for providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Substance Use Disorder treatment, Agreement Number 18-95148, including but not limited to Articles I and II of Exhibit A Attachment I of the Intergovernmental Agreement, available at <http://countyofsb.org/behavioral-wellness>.
- D. Compliance with SAPT Requirements.** Contractor shall abide by all applicable provisions of the State SAPT Block Grant Agreement (Number 17-94159 and any amendments thereto) and all relevant provisions of law governing Substance Abuse Prevention and Treatment Block Grants, including but not limited to the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, Subpart II and III. Contractor shall furnish all medically necessary services in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 CFR 440.230.

2. **STAFF.**

A. Training Upon Hire and Annually Thereafter. Contractor shall ensure the following training, including through attendance at County-sponsored training sessions as required, to each Program staff member, within thirty (30) days of the date of hire or beginning services, and at least once annually thereafter (unless otherwise indicated):

1. **For Treatment Programs:**

- i. HIPAA Privacy and Security Training;
- ii. 42 CFR, Part 2 Training;
- iii. Behavioral Wellness Code of Conduct Training;
- iv. Cultural Competence Training;
- v. Consumer and Family Culture Training;
- vi. *ASAM Multidimensional Assessment* by the Change Companies (only required once prior to providing DMC-ODS services);
- vii. *From Assessment to Service Planning and Level of Care* by the Change Companies (only required once prior to providing DMC-ODS services);
- viii. ADP Clinician's Gateway Training (only required once upon hire);
- ix. DMC-ODS Documentation Training; and
- x. ADP ShareCare Training/CalOMS Data Entry (for ShareCare users only).

B. Additional Mandatory Trainings: Contractor shall ensure the completion of the following mandatory trainings. In order to meet this requirement, trainings must be provided by the County, or must be certified by the County Quality Care Management (QCM) Manager, or designee, as equivalent to the County-sponsored training. Program staff must complete the following additional trainings at least once annually:

1. **For Treatment Programs:**

- i. DMC-ODS Continuum of Care Training;
- ii. Motivational Interviewing Training;
- iii. Cognitive Behavioral Treatment/Counseling Training;
- iv. All applicable evidence-based prevention models and programs as agreed between provider and County in writing

C. 18 CEU Hours Alcohol and Other Drug Clinical Training. All direct service staff who provide direct Substance Use Disorder (SUD) treatment services are required to complete a minimum of 18 Continuing Education (CEU) hours of alcohol and other drug specific clinical training per year.

D. Continuing Medical Education in Addiction Medicine. Contractor physicians shall receive a minimum of five hours of continuing medical education related to addiction medicine each year; training shall be documented in the personnel records.

E. Overdose Prevention Training. Contractor shall:

1. Ensure all direct treatment staff become familiar with overdose prevention principles and techniques, including through trainings and materials provided by Behavioral Wellness; and
2. Make available and distribute prevention overdose materials, as provided by Behavioral Wellness, to all staff and clients.

F. Experienced Staff for Direct Client Services. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders.

G. Notice of Staffing Changes Required. Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 4.B. (Reports). Contractor shall notify QCM ADP BwellQCMADP@SBCBWELL.org and bwelcontractsstaff@co.santa-barbara.ca.us within one business day for unexpected termination when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.

H. Staff Background Investigations. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless of whether the Contractor's staff passes or fails the background clearance investigation.

I. Staff Removal for Good Cause Shown. County may request that Contractor's staff be immediately removed from working on the County Agreement for good cause during the term of the Agreement.

J. Denial or Termination of Facility Access. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

K. Staff Disqualification. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

3. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS.

A. Obtain and Maintain Required Credentials. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Drug Medi-Cal provider if Title 22 California Code of Regulations (CCR) Drug Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable

to Contractor's facility(s) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to the Department of Behavioral Wellness Quality Care Management in alignment with *Department Policy #4.015 Staff Credentialing and Licensing*.

- B. Pre-Registration Requirements for New AOD Counselors.** Contractor shall follow the pre-registration requirements for new alcohol and other drug (AOD) counselors in California. California law requires registration and certification of individuals providing AOD counseling services, as specified in Title 9 CCR, Division 4, Chapter 8, Sections 13000 et seq. (This new requirement does NOT apply to counselors already registered with or certified by State approved and nationally-accredited agencies, or to interns registered with the California Board of Psychology or the California Board of Behavioral Sciences, in accordance with Title 9 CCR, Section 13015).
- C. Confirmation of Staff Licensure/Certification.** In the event license/certification status of a staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement per *Department Policy #4.015 Staff Credentialing and Licensing*.
- D. Reduction of Services or Relocation.** Contractor shall not implement any reduction of covered services or relocations until the approval is issued by DHCS. Within 35 days of receiving notification of Contractor's intent to reduce covered services or relocate, the County shall submit, or require Contractor to submit, a DMC certification application to Provider Enrollment Division (PED). The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation. .
- E. Keep Informed of Current Guidelines.** If Contractor is a participant in the Drug Medi-Cal Organized Delivery System, Contractor shall keep fully informed of all current guidelines disseminated by the Department of Health Care Services (DHCS), Department of Public Health (DPH) and Department of Social Services (DSS), as applicable, including, but not limited to, procedures for maintaining Drug Medi-Cal certification of all its facilities in alignment with DHCS rules and regulations.
- F. Enrollment in DATAR.** By its signature on this Agreement, Contractor attests that it is enrolled in Drug and Alcohol Treatment Access Report (DATAR) at the time of execution of this Agreement.

4. REPORTS.

- A. Treatment Programs.** In accepting funds for treatment services, Contractor agrees to submit the following:
 - 1. Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 Code of Federal Regulations (CFR) Section 96.126. These reports shall be submitted using the DHCS DATAR system on a monthly basis and must be completed not later than 10 calendar days from the last day of the month.
 - 2. Complete CalOMS County Admission Assessments and CalOMS County Discharge Assessments in the County MIS system for each client within 30 days

from admission/discharge. CalOMS County Annual Update Assessments must be completed for clients in treatment for 12 continuous months or more and must be completed no later than 12 months from the admission date.

3. Contractor shall report to Behavioral Wellness monthly on the rate of timely completion of Comprehensive ASAM Assessments.
- B. Staffing.** Contractor shall submit quarterly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by the County, and shall report actual staff hours worked by position and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, hire date, and, if applicable, termination date. The reports shall be received by County no later than 25 calendar days following the end of the quarter being reported.
- C. Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include the following:
1. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps shall be taken to achieve satisfactory progress;
 2. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes;
 3. The number of active cases and the number of clients admitted or discharged;
 4. The Measures described in Exhibit E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and Behavioral Wellness. Amendments to Exhibit E do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees. In addition, Contractor may include in its report any other data that demonstrate the effectiveness of Contractor's programs; and
 5. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births.
- D. Network Adequacy Certification Tool (NACT).** Contractor shall submit all required information to the County in order to comply with the *Department's Policy and Procedure # 2.001 Network Adequacy Standards and Monitoring*. Network data reporting shall be submitted to QCM ADP BwellQCMADP@SBCBWELL.org as required by the State Department of Health Care Services.
- E. Additional Reports.** Contractor shall maintain records and make statistical reports as required by County State Department of Health Care Services (DHCS), Department of Public Health (DPH) or Department of Social Services (DSS), as applicable, on forms provided by or acceptable to, the requesting agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow 30 days for Contractor to respond.

5. BILLING DOCUMENTATION.

- A. Enter Claims Using County MIS System.** Contractor shall use County's MIS system to enter claims for all Drug Medi-Cal (DMC-ODS) services and all Intensive Outpatient Treatment, Rehabilitative/Ambulatory Outpatient or Outpatient Services – Group, and Rehabilitative/Ambulatory Outpatient Services – Individual Services, as specified in Exhibit B. Contractor shall document progress notes in the client's file. All progress notes shall adhere to Drug Medi-Cal guidelines and shall include, but not be limited to, i) the date the progress note was completed and ii) the start and end time of the documentation of the progress note. These notes will serve as documentation for billable Drug Medi-Cal units of service. If Contractor and County have an agreement on file to upload services through a designated batch upload process, this upload process shall be completed within 10 calendar days of the end of the month in which the service was provided. If Contractor enters services directly into the ADP Electronic Health Record, claims shall be submitted to the County MIS Unit within 72 hours of service delivery.
- B. Notice Provided if MIS Offline.** In the event that the MIS system is offline, County will notify providers within 24 hours for reporting purposes.

6. DRUG MEDI-CAL VERIFICATION.

Contractor shall be responsible for verifying client's Drug Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.

7. CONFIDENTIALITY.

- A. Maintain Confidentiality.** Contractor agrees to maintain the confidentiality of patient records and any other health and enrollment information that identifies a particular beneficiary pursuant to: Title 42 United States Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 42 CFR section 438.224; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibit D(F), Paragraph 13; Exhibit F; and Paragraph 33 (the Compliance with HIPAA) of this Agreement, to the extent that these requirements are applicable. Patient records must comply with all appropriate State and Federal requirements.
- B. No Publication of Client Lists.** Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

8. CLIENT AND FAMILY MEMBER EMPOWERMENT.

- A. Support Active Involvement.** Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
- B. Beneficiary Rights.** Contractor shall comply with any applicable Federal and state laws that pertain to beneficiary rights and comply with *Department of Behavioral Wellness' Policy and Procedure #3.000 Beneficiary Rights*, available at

www.countyofsb.org/behavioral-wellness/policies, and ensure that its employees and/or subcontracted providers observe and protect those rights.

- C. **Maintain Grievance Policy/Procedure.** Contractor shall adopt *Department Policy #4.020 Client Problem Resolution Process* available at [available at](http://www.countyofsb.org/behavioral-wellness/policies) www.countyofsb.org/behavioral-wellness/policies, to address client/family complaints in compliance with beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424. .

9. CULTURAL COMPETENCE.

- A. **Report on Capacity.** Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
1. The number of bilingual and bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
 2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B. **Communicate in Preferred Language.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C. **Bilingual Staff for Direct Service Positions.** Contractor will strive to fill direct service positions with bilingual staff in County's threshold language Spanish that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; Lompoc service area (including Buellton and Solvang) – 33%.
- D. **Cultural Considerations When Providing Services.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- E. **Services and Programs in Spanish.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language.
- F. **Staff Cultural Training.** Contractor shall provide staff with regular training on cultural competence, sensitivity and the cultures within the community.

10. NOTIFICATION REQUIREMENTS.

- A. **Notice to QCM.** Contractor shall immediately notify Behavioral Wellness' Quality Care Management (QCM) at 805-681-5113 in the event of:
1. Known serious complaints against licensed/certified staff;
 2. Restrictions in practice or license/certification as stipulated by a State agency;

3. Staff privileges restricted at a hospital;
 4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness' Policy and Procedure #4.004, Unusual Occurrence Reporting*, available at www.countyofsb.org/behavioral-wellness/policies.
- B. Notice to Compliance Hotline.** Contractor shall immediately contact the Behavioral Wellness' Compliance Hotline (805-884-6855) should any of the following occur:
1. Suspected or actual misappropriation of funds under Contractor's control;
 2. Legal suits initiated specific to the Contractor's practice;
 3. Initiation of criminal investigation of the Contractor; or
 4. HIPAA breach.
- C. Notice to Case Manager/Regional Manager/Staff.** For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client's Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client's care, or the applicable Regional Manager should any of the following occur:
1. Side effects requiring medical attention or observation;
 2. Behavioral symptoms presenting possible health problems; or
 3. Any behavioral symptom that may compromise the appropriateness of the placement.
- D. Notice to Contracts Division.** Contractor may contact the Behavioral Wellness' Contracts Division at bwellcontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.
- E. Definition of "Immediately."** "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (Phone number: 805-884-6855).
- F. Beneficiary's Health Record.** Contractor shall maintain and share, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with this Agreement, all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6)).

11. MONITORING.

- A. County Monitoring Process.** Contractor agrees to cooperate with the County's Monitoring process which ensures medical necessity (for Drug Medi-Cal services) appropriateness and quality of care, and an annual onsite review. This review may include clinical record peer review, client survey, and other program monitoring practices, as required by the Intergovernmental Agreement, Contract Number 18-95148, and the State SAPT Block Grant Agreement, Number 17-94159, Section 3 of

Exhibit A, Attachment I. Contractor shall cooperate with these programs, and shall furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this Agreement.

B. Periodic Review Meetings with Contractor. County shall assign staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, documentation, fiscal and overall performance activity. Behavioral Wellness staff shall conduct periodic on-site reviews of Contractor's facility and program.

C. County Corrective Action Plan. Contractor shall comply with County Corrective Action Plan (CAP) requirements in order to address any deficiencies identified during the County's monitoring process. CAP's shall be submitted within the required timeframes and shall be documented on Contractor letterhead, shall provide a specific description of how the deficiency shall be corrected, and shall be signed and dated by program staff.

D. Fraud, Waste or Abuse.

1. If Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
2. County shall suspend payments to Contractor when it or the State determines there is a credible allegation of fraud. Contractor shall implement and maintain arrangements or procedures that include provision for the suspension of payments to independent contractors for which the State, or County, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a), (a)(8) and 455.23.)
3. Contractor shall notify County within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services or when it has identified or recovered over payments due to potential fraud, (42 C.F.R. §§ 438.608(a), (a)(2)). Contractor shall return any overpayments pursuant to Exhibit B, Section VI.I (Overpayments) of this Agreement.

12. COLLABORATIVE MEETINGS.

Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed with Contractor to collaboratively discuss Programmatic, Fiscal, and Contract matters.

13. ADDITIONAL PROGRAM REQUIREMENTS.

A. Coordination of Services. Contractor shall provide services in coordination and collaboration with Behavioral Wellness, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.

B. Recovery Environment. Contractor shall provide a safe, clean and sober environment for recovery.

C. Provide DMC-ODS Beneficiary Handbook to Clients. Contractor shall provide the County of Santa Barbara DMC-ODS Beneficiary Handbooks to all clients in an approved method listed in the *Department of Behavioral Wellness' Policy and*

Procedures #4.008 Beneficiary Informing Materials, upon beneficiary enrollment into DMC-ODS treatment program or upon request within five business days, and shall inform all clients of where the information is placed on the County website in electronic form. The Handbook shall contain all information specified in 42 CFR Section 438.10(g)(2)(xi) about the grievance and appeal system.

D. Provide Materials in English and Spanish. Contractor shall make its written materials that are critical to obtaining services available to all clients in both English and Spanish including, at a minimum, provider directories, County of Santa Barbara Beneficiary Handbooks, appeal and grievance notices, denial and termination notices, and program curriculum. (42 C.F.R. § 438.10(D)(3)). Contractor shall maintain an adequate supply of County-provided written materials and shall request additional written materials from County as needed.

E. Maintain Provider Directory. Contractor shall collaborate with the County to maintain a current provider directory, as required by the Intergovernmental Agreement, Contract Number 18-95148, by providing monthly updates as applicable. Contractor shall ensure that all listing licensed individuals employed by the Contractor to deliver DMC-ODS services are included on the County provider directory with the following information:

1. Provider's name;
2. Provider's business address(es);
3. Telephone number(s);
4. Email address;
5. Website as appropriate;
6. Specialty in terms of training, experience and specialization, including board certification (if any);
7. Services/modalities provided;
8. Whether the provider accepts new beneficiaries;
9. The provider's cultural capabilities;
10. The provider's linguistic capabilities;
11. Whether the provider's office has accommodations for people with physical disabilities;
12. Type of practitioner;
13. National Provider Identifier Number;
14. California License number and type of license; and
15. An indication of whether the provider has completed cultural competence training.

F. Specific Curricula:

1. Contractor shall stay informed on, and implement current evidence-based practice curriculum that is approved by the County, in providing treatment services.
2. Contractor shall provide Seeking Safety (training provided by County) or other trauma-informed services where indicated.

3. Contractor shall utilize Motivational Interviewing techniques, as defined by Treatment Improvement Protocol (TIP) 35: Enhancing Motivation for Change in Substance Use Disorder Treatment (SAMHSA) in providing treatment services (training provided by County).
 4. Contractor shall utilize Cognitive Behavioral Treatment (CBT) in providing treatment services (training provided by County).
- G. Support Groups.** Contractor shall require clients to attend Twelve Step or other self-help support groups and activities unless not clinically indicated.
- H. Tuberculosis (TB) Screening.** Contractor shall require each client to be screened for Tuberculosis (TB) prior to admission using the Alcohol and Drug Program (ADP) TB Screening Questions and Follow-Up Protocol available at <http://countyofsb.org/behavioral-wellness>.
- I. Referral to Perinatal Specialized Services.** Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.
- J. Compliance with Requirements.** Contractor shall adhere to all applicable State, Federal, and County requirements, with technical assistance from Behavioral Wellness.
- K. Compliance with Grant Requirements.** Grant-funded services, such as those funded by Substance Abuse and Mental Health Services Administration (SAMHSA) shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, as provided by Behavioral Wellness, if applicable.
- L. Attendance at Department ADP User Group and CBO Collaborative Meetings.** Contractor shall attend Behavioral Wellness ADP User Group and CBO Collaborative meetings to receive information and support in addressing treatment concerns.
- M. Recordkeeping Requirements.** Contractor shall retain, as applicable, the following information for a period of no less than 10 years:
1. Beneficiary grievance and appeal records specified in 42 CFR section 438.416 and maintained in accordance with the Intergovernmental Agreement, Contract Number 18-95148, including at minimum, all of the following information:
 - i. A general description of the reason for the appeal or grievance.
 - ii. The date received.
 - iii. The date of each review, or if applicable, review meeting.
 - iv. Resolution at each level of the appeal or grievance, if applicable.
 - v. Date of resolution at each level, if applicable.
 - vi. Name of the covered person for whom the appeal or grievance was filed.
 2. Data, information and documentation specified in 42 CFR sections 438.604, 438.606, 438.608, and 438.610.
 3. Records for each service rendered, to whom it was rendered, and the date of service, pursuant to WIC 14124.1 and 42 CFR 438.3(h) and 438.3(u).
 4. Should Contractor discontinue its contractual agreement with the County, or cease to conduct business in its entirety, Contractor shall provide to County its fiscal and

program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

N. Parity in Mental Health and Substance Use Disorder Benefits (42 CFR §438.900 et seq.) To ensure compliance with the parity requirements set forth in 42 CFR §438.900 et seq., Contractor shall not impose, or allow its subcontractors, if any, to impose any financial requirements, Quantitative Treatment Limitations, or Non-Quantitative Treatment Limitations in any classification of benefit (inpatient, outpatient, emergency care, or prescription drugs) other than those limitations permitted and outlined in the Intergovernmental Agreement, Contract Number 18-95148.

O. Timely Access to Services.

1. Contractor shall meet State standards for timely access to care and services, taking into account the urgency of the need for services.
2. Contractor shall ensure that its hours of operations are no less than the hours of operation offered to commercial beneficiaries or comparable to Medicaid FFS, if Contractor serves only Medicaid beneficiaries.
3. Contractor shall make services included in this Agreement available 24 hours a day, 7 days a week, when medically necessary.
4. Contractor shall have policies and procedures in place to screen for emergency medical conditions and immediately refer beneficiaries to emergency medical care.

14. DEFINITIONS.

The following terms as used throughout this Agreement shall have the meanings as set forth below.

A. Drug Medi-Cal Organized Delivery System (DMC-ODS). The DMC-ODS is a Medi-Cal benefit in counties choosing to opt into and implement the Pilot program. DMC-ODS shall be available as a Medi-Cal benefit for individuals who are Medi-Cal eligible, meet the medical necessity criteria, and reside in Santa Barbara County. These services include Early Intervention, Outpatient Services, Intensive Outpatient Services, Residential Treatment Services, Opioid (Narcotic) Treatment Programs, Withdrawal Management, Naltrexone Treatment, Recovery Services, Physician consultation Perinatal Residential Treatment Services, and Case Management Services.

B. CalWORKs. CalWORKs is a program that provides cash aid and services to eligible needy California families, with the goal of transitioning them into the workforce. Through the CalWORKs program, funds are provided for alcohol and drug treatment for CalWORKs clients in order to help them obtain and retain employment. Services are provided through the County's network of providers. Treatment needs are identified in the client's Welfare-to-Work Plan.

C. Licensed Practitioners of the Healing Arts (LPHA). Professional staff shall be licensed, registered, certified, or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. LPHA shall receive a

minimum of five hours of continuing medical education related to addiction medication each year. LPHA include:

1. Physicians;
2. Nurse Practitioners;
3. Physician Assistants;
4. Registered Nurses;
5. Registered Pharmacists;
6. Licensed Clinical Psychologists;
7. Licensed Clinical Social Workers;
8. Licensed Professional Clinical Counselors;
9. Licensed Marriage and Family Therapists; and
10. Licensed Eligible Practitioners working under the supervision of Licensed Clinicians

Registered and certified SUD counselors shall adhere to all requirements in Title 9, Chapter 8.

- D. Medical Necessity Criteria.** An individual shall have received a diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) Fifth Edition for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders or be assessed to be at risk for developing substance use disorder (for youth under 21) and shall meet the ASAM criteria definition of medical necessity for services based on ASAM criteria as determined by a Medical Director or an LPHA. After establishing a diagnosis and documenting the basis for diagnosis, the ASAM Criteria shall be applied to determine placement into the level of assessed services. For beneficiaries in treatment prior to implementation of the DMC-ODS, Contractor must conduct an ASAM assessment by the due date of the next updated treatment plan or continuing services justification, whichever occurs first, and the beneficiary must be placed in the appropriate level of care if the assessment determines a different level of care is warranted. Adolescents are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any EPSDT requirements.
- E. Substance Abuse Treatment Court (SATC).** SATC facilitates recovery of individuals within the criminal justice system by offering alternatives to traditional criminal processing for individuals with charges related to substance abuse. SATC provides a comprehensive and judicially monitored program of drug treatment and rehabilitation services for whom substance use disorder services are determined to be medically necessary and consistent with Title 22 Section 51303 and 51341.1. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SATC Standards and Practices.

- F. Substance Abuse Mental Health Services Administration (SAMHSA).** SAMHSA is a division of the U.S. Department of Health and Human Services. SAMHSA aims to build resilience and facilitate recovery for people with or at risk for mental or substance use disorders. SAMHSA provides funding to support substance abuse treatment.

15. NONDISCRIMINATION

A. State Nondiscrimination Provisions. During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category ("Protected Category") nor shall they discriminate unlawfully against any employee or applicant for employment because of a Protected Category. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105).

B. Federal Nondiscrimination Provision.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era, or other protected category ("Protected Category"). The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to a Protected Category. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment

qualified applicants without discrimination based on their Protected Category status and the rights of applicants and employees.

2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to a Protected Category.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of Paragraphs 15(B)(1) through (B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375,

‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran’s Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

- C. Subcontracts.** Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

16. GENERAL FISCAL AUDIT REQUIREMENTS.

- A.** In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C General Terms and Conditions and Exhibit D(F), Paragraph 7 of the Intergovernmental Agreement, Contract Number 18-95148.
- B.** All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Agreement are subject to audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 CFR, Part 75, Subpart F and/or any independent Contractor audits or reviews. Objectives of such audits may include, but are not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
 2. To validate data reported by the Contractor for prospective contract negotiations.
 3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
 4. To determine the cost of services, net of related patient and participant fees, third party payments, and other related revenues and funds.
 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements.
 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives.

- C. Unannounced visits to the Contractor and/or its subcontractors may be made at the discretion of DHCS.
- D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.
- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments and corrective actions as a result of its finding in any areas.
- G. Contractor and its subcontractors, if any, shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.

17. STATE CONTRACT COMPLIANCE FOR ALL CONTRACT SERVICES.

- A. **Additional Contract Restrictions.** This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.
- B. **Exhibit D(F) to the Intergovernmental Agreement, Contract Number 18-95148.** The following provisions of the Intergovernmental Agreement are hereby incorporated by reference into this Agreement, Paragraphs: 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 10 Intellectual Property Rights; 11 Air and Water Pollution; 12 Prior Approval of Training Seminars, Workshops or Conferences; 13 Confidentiality of Information; 14 Documents, Publications, and Written Reports; 17 Human Subjects Use; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 24 Officials Not to Benefit; and 32 Public Communications; and 33 Lobbying Restrictions and Disclosure Certification.
- C. **Nullification of Drug Medi-Cal (DMC) Treatment Program Substance Use Disorder Services (if applicable).**
 - 1. The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Agreement.
 - 2. In the event the Drug Medi-Cal Treatment Program Services component of this Agreement becomes null and void, an updated Exhibit B-1 will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Agreement. All other requirements and conditions of this Agreement will remain in effect until amended or terminated.
- D. **Hatch Act.** Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- E. No Unlawful Use or Unlawful Use Messages Regarding Drugs.** Contractor agrees that information produced through these funds, and which pertains to drug and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Agreement, Contractor agrees that it shall enforce these requirements.
- F. Noncompliance with Reporting Requirements.** Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and in Exhibit A, Attachment I to the Intergovernmental Agreement, Contract Number 18-95148 (or as identified in Document 1F(a) to the Intergovernmental Agreement (Reporting Requirement Matrix for Counties).
- G. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances.** None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

Contractor is advised of its, and shall advise all subcontractors of their, obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

- H. Health Insurance Portability and Accountability Act (HIPAA) of 1996.** If any of the work performed under this Agreement is subject to HIPAA, then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F of the Intergovernmental Agreement (Contract Number 18-95148), the State, County, and Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Intergovernmental Agreement Exhibit F for additional information.

1. Trading Partner Requirements.

- i. **No Changes.** County and Contractor hereby agree that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a)).
- ii. **No Additions.** County and Contractor hereby agree that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b)).
- iii. **No Unauthorized Uses.** County and Contractor hereby agree that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915 (c)).
- iv. **No Changes to Meaning or Intent.** County and Contractor hereby agree that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d)).

2. **Concurrence for Test Modifications to HHS Transaction Standards.**

County agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

3. **Adequate Testing.**

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. **Deficiencies.**

County and Contractor agree to cure transactions errors or deficiencies identified by the DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. **Code Set Retention.**

Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

6. **Data Transmission Log.**

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Agreement. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Privacy and Security of Other Information Not Subject to HIPAA. In addition to the HIPAA, Contractor shall comply with Exhibits F-2 and F-3 to the Intergovernmental Agreement, Contract Number 18-95148, with respect to personal information and personally identifiable information under the California Information Practices Act, Cal. Civil Code Sections 1798 et seq., and Title 42 CFR, Chapter I, Subchapter A, Part 2.

J. 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.

- K. Cultural and Linguistic Proficiency.** To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and comply with 42 CFR 438.206(c)(2).
- L. Trafficking Victims Protection Act of 2000 (TVPA).** Contractor shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. Section 7104(g), as amended by Section 1702 of Pub.L. 112-239). The County has the authority to terminate the Agreement without penalty within thirty (30) days or to take any other remedial action authorized under 22 U.S.C. Section 7104b(c), if the Contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the Agreement is in effect; (b) Procures a commercial sex act during the period of time that the Agreement is in effect; or (c) Uses forced labor in the performance of the Agreement or subcontracts under the Agreement, in accordance with TVPA of 2000 and in accordance with *Department Policy #7.037 Trafficking Victims Protection Act of 2000* found at: <http://www.countyofsb.org/behavioral-wellness/policies>. Contractor must inform County immediately of any information Contractor receives from any source alleging a violation of a prohibition in this paragraph. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22section7104d&num=0&edition=prelim>
- M. Youth Treatment Guidelines.** Contractor will follow the California Youth Treatment Guidelines available at <http://www.dhcs.ca.gov/individuals/Documents/YouthTreatmentGuidelines.pdf> and incorporated by this reference, in developing and implementing youth treatment programs funded under this Agreement, until such time as new Youth Treatment Guidelines are established and adopted. No formal amendment of this Agreement is required for new guidelines to be incorporated into this Agreement.
- N. Nondiscrimination in Employment and Services.** By signing this Agreement, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.
- O. Federal Law Requirements.** Contractor shall comply with all applicable Federal laws including:
1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
 2. Title IX of the education amendments of 1972 (regarding education and programs and activities), if applicable.
 3. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
 4. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 - 6107), which prohibits discrimination on the basis of age.
 5. Age Discrimination in Employment Act (29 CFR Part 1625).
 6. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

7. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
 8. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
 9. Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
 10. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
 11. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
 12. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
 13. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
 14. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 15. Section 1557 of the Patient Protection and Affordable Care Act.
 16. Contractor shall comply with the conflict of interest safeguards described in 42 CFR section 438.58 and with the prohibitions described in section 1902(a)(4)(C) of the Act applicable to contracting officers, employees, or independent Contractors.
- P. State Law Requirements.** Contractor shall comply with all applicable State laws including:
1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
 2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
 3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
 4. No state or federal funds shall be used by the Contractor for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or to provide direct, immediate, or substantial support to any religious activity.
 5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for the State to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.
- Q. Investigations and Confidentiality of Administrative Actions.**
1. Contractor acknowledges that if it is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to WIC 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a provider pursuant to WIC 14107.11 and

Code of Federal Regulations, Title 42, section 455.23. The County is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

2. County and DHCS have entered a Confidentiality Agreement that permits DHCS to communicate with County concerning subcontracted providers that are subject to administrative sanctions.

R. Additional Federal and State Requirements. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Agreement in any manner.

S. Regulations and Guidelines. Contractor shall comply with the following regulations and guidelines:

1. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;
2. Drug Medi-Cal Certification Standards for Substance Abuse Clinics;
3. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1;
4. Standards for Drug Treatment Programs (October 21, 1981);
5. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.;
6. Title 22, CCR, sections 51000 et seq;
7. HSC, Division 10.5, commencing with Section 11760;
8. Title 9, Division 4, Chapter 8, commencing with Section 13000;
9. Government Code Section 16367.8;
10. Title 42, CFR, Sections 8.1 through 8.6;
11. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and
12. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures)

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

T. Control Requirements.

1. Contractor shall establish written policies and procedures consistent with these requirements:
 - a. HSC, Division 10.5, commencing with Section 11760.
 - b. Title 9, Division 4, Chapter 8, commencing with Section 13000.
 - c. Government Code Section 16367.8.
 - d. Title 42, CFR, Sections 8.1 through 8.6.
 - e. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
 - f. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

2. Contractor shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors, if any, are also familiar with such requirements.

U. State Revocation. The DHCS may revoke this Agreement, in whole or in part, or may revoke the activities or obligations delegated to Contractor by the County, or pursue other remedies permitted by State or Federal law, if DHCS determines that Contractor has not performed satisfactorily. In such event, this Agreement shall be terminated in accordance with the Standard Terms and Conditions paragraph regarding Termination.

V. Participation in the County Behavioral Health Director's Association of California.

1. County's AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD services.
2. County's AOD Program Administrator shall attend any special meetings called by the Director of DHCS.

18. ADDITIONAL REQUIREMENTS FOR SABG/SAPT-FUNDED SERVICES.

A. General Provisions.

1. The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This Agreement is a subcontract of the subaward to County of the federal award to DHCS.
2. Non-profit subcontractors receiving SABG funds shall comply with the financial management standards contained in 45 CFR Section 75.302(b)(1) through (4) and (b)(7), and 45 CFR Section 96.30.

B. Additional Control Requirements.

1. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall establish written policies and procedures consistent with these requirements:
 - a. Title 9, Division 4, commencing with Section 9000.
 - b. Government Code Title 2, Division 4, Part 2, Chapter 2, Article 1.7.
 - c. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
 - d. Title 42 United State Code (USC), Sections 300x-21 through 300x-31 , 300x-34, 300x- 53, 300x-57, and 330x-64 through 66.
 - e. Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
 - f. Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.

- g. Title 42, CFR, Sections 8.1 through 8.6.
 - h. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).
 - i. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances
 - j. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).
2. Contractor shall be familiar with the above laws, regulations, and guidelines and shall ensure that its subcontractors, if any, are also familiar with such requirements.
 3. Contractor and all its subcontractors shall comply with the Minimum Quality Drug Treatment Standards for SABG for all SUD treatment programs either partially or fully funded by SABG. The Minimum Quality Drug Treatment Standards for SABG are attached to the SAPT Contract No. 17-94159 between DHCS and the County as Document 2F(b), incorporated herein by reference. The incorporation of any new Minimum Quality Drug Treatment Standards into this Agreement shall not require a formal amendment.
 4. Restrictions on Salary. Contractor agrees that no part of any federal funds provided under this Agreement shall be used by the Contractor or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at https://grants.nih.gov/grants/policy/salcap_summary.htm.

SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds.

C. Additional Contract Compliance Provisions.

1. **Restriction on Distribution of Sterile Needles.** No funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting-drug-users with Substance Abuse Prevention and Treatment Block Grant funds.
2. **Nondiscrimination and Institutional Safeguards for Religious Providers.** In order to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42 CFR Part 54, Contractor is required to submit to the County ADP Program Manager, the "Survey on Ensuring Equal Opportunity for Applicants" form, available from ADP Program Director, to identify if the organization is a religious provider. Contractor shall not use funds provided through this Agreement for inherently religious activities, such as worship, religious instruction, or proselytization. If Contractor conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds from the Department. Contractor may not discriminate against a client or prospective client on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

Contractors identifying as religious organizations shall establish a referral process to a reasonably accessible alternative program for clients who may object to the religious nature of the Contractor's Program. Referrals that were made due to the religious nature of the Contractor's Program shall be submitted within three (3) days to the County.

3. **Intravenous Drug Use (IVDU) Treatment.** Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x-23(96.126(e))).
4. **Tuberculosis Treatment.** Contractor shall ensure the following related to Tuberculosis (TB):
 - i. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
 - ii. Reduce barriers to patients' accepting TB treatment; and
 - iii. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
5. **Tribal Communities and Organizations.** County shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.
6. **Perinatal Practice Guidelines.** As applicable, Contractor shall be properly certified to provide perinatal DMC services and shall comply with the applicable requirements contained in Article III. PP of the Intergovernmental Agreement, Exhibit A, Attachment I. Contractor must also comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The "*Perinatal Practice Guidelines*" are incorporated by reference. The Contractor must comply with the current version of these guidelines http://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Agreement shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the *Perinatal Practice Guidelines*, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

7. **Byrd Anti-Lobbying Amendment (31 USC 1352).** Contractor shall provide a certification to the County per Exhibit D that Contractor will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Contractor shall also disclose to County any lobbying with non-Federal funds that takes place in connection with obtaining and Federal award.

Contractor shall comply with the Lobbying Restrictions and Disclosure requirements included in Exhibit D(F) to the Intergovernmental Agreement, Contract Number 18-95148.

8. **Information Access for Individuals with Limited English Proficiency.**

- A. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
- B. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

II. Add ADP Residential Treatment Services Level 3.5 to Exhibit A-3 ADP, Statement of Work, Residential Treatment Services as follows:

ALCOHOL AND DRUG PROGRAMS

EXHIBIT A-3

STATEMENT OF WORK: ADP

RESIDENTIAL TREATMENT SERVICES

Effective March 1, 2019

1. PROGRAM SUMMARY.

The Contractor shall provide residential alcohol and other drug (AOD) treatment to assist adult (age 18 and older) clients with a substance use disorder diagnosis to obtain and maintain sobriety (hereafter, “the Program”). Treatment services will include best practice individual and group counseling, and drug testing. The Program shall be licensed by the Department of Health Care Services (DHCS) for residential treatment and Drug Medi-Cal (DMC) certified to provide Residential Treatment Services with an ASAM designation of Level 3.1, Level 3.5, and Withdrawal Management 3.2. The Program will be located at 423 Chapala St., Santa Barbara, CA 93101.

2. PROGRAM GOALS.

- A.** Introduce participants to an ongoing process of recovery designed to reduce the harmful effects of AOD and achieve abstinence from AOD wherever possible;
- B.** Promote self-sufficiency and empower clients with substance use disorders (SUD) to achieve their full potential;
- C.** Provide a positive and client centered residential treatment experience as evidenced by positive scores and comments on the Treatment Perception Survey;
- D.** Successfully transition clients from residential treatment to other ASAM levels of care whenever medically necessary and indicated;
- E.** Provide integrated care and linkages to other service areas such as mental health and primary care where indicated;
- F.** Reduce recidivism and increase community safety;
- G.** For Withdrawal Management services:
 - 1. The purpose of Withdrawal Management is to provide a safe withdrawal from the drug(s) of dependence and mitigate acute withdrawal symptoms;
 - 2. Withdrawal Management services support a smooth transition for individuals from detoxification to community support services with the development and documentation of a referral plan appropriate for each individual.

3. SERVICES.

Contractor shall provide:

A. Withdrawal Management Services - ASAM Level 3.2.

Withdrawal Management services shall be provided at the residential facility and the client shall be monitored during the detoxification process, including 24-hour support. Medically necessary habilitative and rehabilitative services shall be provided in accordance with an individualized treatment plan prescribed by a physician. Contractor shall ensure that ASAM Level 3.2 services are provided including intake, observation, medication services, and discharge services. Services shall be provided in compliance with Department Policy # 7.007 *Drug Med-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services*.

1. **Withdrawal Management Services** - Withdrawal Management services shall only be provided in Residential Treatment Service facilities to clients with a substance use disorder diagnosis as determined by a Medical Director or Licensed Practitioner of the Healing Arts (LPHA) when medically necessary and in accordance with the individual treatment plan. The length of Withdrawal Management services shall be individualized, but in most cases lasts between four (4) to seven (7) days. Withdrawal Management Services may include:
 - i. **Intake:** The process of determining that a client meets the Medical Necessity criteria and admitting the client into a substance use disorder treatment program. Intake shall include: completion of all intake paperwork; the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may also include a physical examination and laboratory testing necessary for substance use disorder treatment.
 - ii. **Observation:** The process of monitoring the client's course of withdrawal. Observation shall be conducted as frequently as deemed appropriate for the client and for ASAM Level 3.2. This may include, but is not limited to, observation of the client's health status.
 - iii. **Medication Services:** The prescription or administration related to substance use disorder treatment services, or the assessment of the side effects or results of that medication, conducted by staff lawfully authorized to provide such services within their scope of practice or license. Medication services shall only be provided on-site in compliance with Department of Health Care Services (DHCS) licensing requirements for Incidental Medical Services (IMS).
 - iv. **Discharge Services:** The process to prepare the client for referral into another level of care, post treatment return or reentry into the community, and /or the linkage of the individual to essential community treatment, housing and human services.

- v. **Acupuncture:** Acupuncture is an evidence-based practice used in detoxification. A maximum of four (4) acupuncture sessions may be provided to clients who request such services.

B. Residential Treatment Services - ASAM Level 3.1.

Residential Treatment services shall consist of non-medical, short-term services provided 24/7 in a residential program that provides rehabilitation services to clients with a substance use disorder diagnosis, when determined by a Medical Director or LPHA as medically necessary and in accordance with the individual client treatment plan. Contractor shall ensure that ASAM Level 3.1 services are provided including: assessment, treatment planning, individual and group counseling, family therapy, patient education, safeguarding medications, collateral services, crisis intervention services, and discharge planning and transportation services. Services must be provided in compliance with Department Policy # 7.007 Drug Med-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services.

C. Residential Treatment Services, ASAM Level 3.5.

Effective July 1, 2020

Clinically Managed High-Intensity Residential Services that are designed to serve individuals whose addiction is currently so out of control that they need a 24-hour supportive treatment environment to initiate or continue a recovery process that has failed to progress. Their multidimensional needs are of such severity that they cannot be treated in less intensive levels of care. Clients within this level of care can require up to 15 – 25 hours of treatment services per week.

D. Requirements Applicable to All Residential Services (ASAM Level 3.1 and ASAM Level 3.5).

1. **Minimum Requirements.** Residential services must include a minimum of fourteen (14) hours of treatment services per week; services may include group, individual counseling sessions, and family counseling. Contractor shall ensure that lengths of stay do not exceed 90 days with the average length of stay being 45 days. Residential services shall focus on interpersonal and independent living skills and access to community support systems. Contractor shall work with clients collaboratively to define barriers, set priorities, establish individualized goals, create treatment plans and solve problems. Services shall be provided daily on the premises as scheduled.
2. **Residential Services.** Residential Services may include:
 - i. **Intake and Assessment:** The process of determining that a client meets the Medical Necessity criteria and admitting the client into a SUD treatment program. Intake must include: completion of all intake paperwork; evaluation or analysis of substance use disorders; diagnosis of substance use disorders; and assessment of treatment needs to provide medically necessary services. Intake may also include a physical examination and laboratory testing necessary for SUD treatment and treatment planning.
 - ii. **Group Counseling:** Group counseling services means face-to-face contacts with one or more therapists or counselors who treat two (2) or

more clients at the same time with a maximum of twelve (12) in the group, focusing on the needs of the individuals served.

- iii. **Individual Counseling:** Face-to face contacts between a client and a LPHA or counselor which will focus on psychosocial issues related to substance use and goals outlined in the client's individualized treatment plan.
- iv. **Patient Education:** Provide research-based education on addiction, treatment, recovery, and associated health risks.
- v. **Family Therapy or Family Counseling / Education:** Includes a beneficiary's family members and loved ones in the treatment process, and education about factors that are important to the beneficiary's recovery as well as their own recovery can be conveyed. Family therapy may only be provided by an LPHA while Family Counseling / Education may be provided by an AOD Counselor.
- vi. **Safeguarding Medications:** Facilities will store all resident medication and facility staff members may assist with resident's self-administration of medication.
- vii. **Collateral Services:** Sessions with therapists or counselors and significant persons in the life of the client, focused on the treatment needs of the client in terms of supporting the achievement of the client's treatment goals. "Significant persons" are individuals that have a personal, not official or professional, relationship with the client.
- viii. **Crisis Intervention Services:** Contact between a therapist or counselor and a client in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the client an imminent threat of relapse. Crisis Intervention Services shall be limited to the stabilization of the client's emergency situation.
- ix. **Treatment Planning:** The Contractor shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan will be consistent with the qualifying diagnosis and will be signed by the client and the Medical Director or LPHA.
- x. **Transportation Services:** Provision of or arrangement for transportation to and from medically necessary treatment.
- xi. **Discharge Services:** The process to prepare the client for referral into another level of care, post-treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

E. Case Management Services.

Case Management Services are medically necessary services provided by a LPHA or registered/certified AOD counselor to assist clients in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These services focus on coordination of SUD care, integration around primary care (especially for clients with a chronic SUD), and interaction with the criminal justice system, if needed. All Case Management services should be provided in the context of an individualized client treatment plan that includes specific Case Management goals and identifies Case Management services. Contractor shall provide Case Management to clients who meet medical necessity as outlined in the *Department Policy 7.008 Drug Medi-Cal Organized Delivery System (DMC-ODS) Case Management*. Case Management may include:

1. **Transition to a Higher or Lower Level of SUD Care.** Transfers to the next service provider will be completed through “warm hand-offs”.
2. **Communication, Coordination, Referral and Related Activities.** These activities help link the client with medical, social, or educational providers, or other programs and services that are capable of providing needed services to address identified needs and achieve goals specified in the client treatment plan.
3. **Monitoring Service Delivery to Ensure Client Access to Service and the Service Delivery System.** Monitoring and associated follow-up activities are necessary to adequately address the client’s needs, and may be done with the client, family members, service providers, or other entities or individuals and may be conducted as frequently as necessary.
4. **Monitoring the Client’s Progress.** This includes making any necessary modifications to the client’s treatment plan and updating service arrangements with providers. Monitoring does not include evaluation or “check-ins” with a client when all client treatment plan goals have been met.
5. **Patient Advocacy, Linkages to Physical and Mental Health Care, Transportation and Retention in Primary Care Services.** All services, including transportation for the purposes of continuous engagement, support and linkage to treatment services, must link back to the stated goals and interventions in the client’s treatment plan.

F. Recovery Services.

Recovery Services are medically necessary services to assist clients in the recovery and wellness process following a completed course of treatment. Recovery Services are designed to emphasize the client’s central role in managing their health, promote the use of effective self-management support strategies, and provide internal and community resources to support ongoing self-management. All Recovery Services should be provided in the context of an individualized client treatment plan that includes specific goals and identifies Substance Use Disorder Assistance services including peer-to-peer services and relapse prevention as needed. Contractor shall provide Recovery Services to clients who have completed their course of treatment and meet medical necessity as outlined in the *Department Policy 7.010 Drug Medi-Cal Organized Delivery System (DMC-ODS) Recovery Services*. Recovery Services may include:

1. **Outpatient Counseling Services in the Form of Individual or Group Counseling.** Outpatient counseling services are intended to stabilize the client and then reassess if the client needs further care.
2. **Recovery Monitoring.** Recovery monitoring includes recovery coaching and monitoring via telephone, telehealth, and the internet.
3. **Substance Use Disorder Assistance.** This includes peer-to-peer services and relapse prevention provided by SUD Peer Support Staff. The amount, duration, and scope of peer-to-peer services must be specified in the client's treatment plan. Services must be provided by qualified peer support staff who assists clients with recovery from their SUDs in accordance with the Peer Support Training Plan.
4. **Support for Education and Job Skills.** This includes linkages to life skills, employment services, job training, and education services.
5. **Family Support.** This includes linkages to childcare, parent education, child development support service, family/marriage education.
6. **Support Groups.** This includes linkages to self-help and faith-based support groups.
7. **Ancillary Services.** This includes linkages to housing assistance, transportation, case management, and individual services coordination.

G. Drug Testing. Contractor shall provide random drug testing at laboratories in accordance with Clinical Laboratory Improvement Amendments of 1988 (CLIA) and section 353 of the Public Health Act as indicated for clients enrolled in Residential Treatment services.

H. Physician Consultation.

Contractor may bill and be reimbursed for their Medical Director and/or licensed physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists for complex cases to address medication selection, dosing, side effect management, adherence, drug-to-drug interactions or level of care considerations.

I. For Clients Needing Medication Assisted Treatment (MAT).

1. **Contractor Will Accept Clients On Medication Assisted Treatment.** Contractor shall not deny services to any client who meets medical necessity and who is authorized for Residential Treatment Services while also receiving Medication Assisted Treatment.
2. **Assessments.** Contractor will assess all clients for opioid use disorders and alcohol use disorders that may benefit from Medicated Assisted Treatment and these clients will be referred to a psychiatrist/physician (MD), physician's assistant (PA) or nurse practitioner (NP) for further evaluation. Clients deemed eligible and willing to participate in MAT will be linked with an Opioid Treatment Program/Narcotic Treatment Program (OTP/NTP) or considered for MAT treatment within a contracted SUD provider.
3. **Coordination of Care.** Contractor will pursue coordination of care for clients on Medication Assisted Treatment to the extent allowed by the Welfare and

Institutions Code (WIC), the Health Insurance Portability and Accountability Act (HIPAA), and the Code of Federal Regulations (CFR) Title 42, Part 2 by making reasonable efforts to obtain client releases of information (ROI) for any health care or health service providers also serving the client.

J. Incidental Medical Services.

Contractor may provide Incidental Medical Services (IMS) in compliance with DHCS licensing requirements for IMS. IMS are services provided at a licensed residential facility by a health care practitioner that address medical issues associated with either detoxification or the provision of alcoholism or drug abuse recovery or treatment services to assist in the enhancement of treatment services. IMS does not include the provision of general primary medical care and can only be done pursuant to IMS licensing approval.

K. Transitions to Other Levels of Care (LOC).

Contractor shall ensure all clients are reassessed using the ASAM LOC Screening, at a minimum of every 30 days, unless medical necessity warrants more frequent reassessments, to ensure clients are receiving treatment in the appropriate LOC. Contractor shall ensure that clients length of stay not exceed 90 days. Contractor shall ensure that clients are transitioned to the appropriate LOC prior to expiration of Residential Services authorization or no later than 10 business days from the time of the assessment/reassessment or screening, with no interruption in treatment services.

L. Additional Contractor-Specific Services. Contractor shall provide the additional services indicated below:

1. Contractor shall provide Co-Occurring Capable treatment services as defined by the American Society of Addiction Medicine (ASAM). Co-Occurring Capable services have a primary focus on substance-use disorder but are capable of treating clients with sub-threshold or diagnosable but stable mental disorders. Psychiatric services shall be available on-site or by consultation; identified program staff are competent to understand and identify signs and symptoms of acute psychiatric conditions.
 - i. Contractor shall serve a diverse population including individuals with no mental health condition or trauma history, individuals with mild to moderate mental health conditions, and a small percentage of individuals who have more serious psychiatric conditions or those who may intermittently have flare ups of acute symptoms but do not need acute mental health treatment as Program capacity allows.
 - ii. Treatment planning and group programming shall include specific interventions to help clients manage their addiction and mental health symptoms.
 - iii. All staff shall be supported and assisted to be co-occurring competent so that all staff can work as an integrated team.

4. CLIENTS.

- A. Contractor shall provide services as described in Section 3 (Services) to Residential Treatment Services ASAM Level 3.1 and ASAM Level 3.5, or Withdrawal Management Services ASAM Level 3.2 adult clients referred by sources described in Section 5 (Referrals), up to the funding levels projected in Exhibit B-1 ADP for this Program.
- B. Contractor shall admit clients with co-occurring disorders where appropriate.

5. REFERRALS.

- A. **ACCESS Line Referrals.** Contractor shall receive referrals from the Department of Behavioral Wellness ACCESS Line after the initial screening tool for the American Society of Addiction Medicine (ASAM) placement criteria is completed by the County and an initial level of care is determined authorizing Residential Treatment Services or Withdrawal Management Services.
- B. **Walk-In Clients.** When a client walks into or calls a Contractor directly, the client shall be referred to call by telephone the ACCESS Line (1-888-868-1649) to receive a complete County approved ASAM screening and authorization for Residential Treatment Services.
- C. **Submit Authorization Request to QCM.** Alternatively, Contractor may submit a request for initial authorization for Residential Treatment Services or Withdrawal Management Services to the Department's Quality Care Management (QCM) division. Authorization requests are to be submitted by residential providers to QCM or other assigned staff using the SUD Residential Authorization Request as specified in *Department Policy #7.007 Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services*. All requests must be submitted following documentation in the client's record of the following:
 - 1. Evidence of eligibility determination (i.e. a copy of the client's Medi-Cal eligibility response, evidence of County residence);
 - 2. Completed intake documentation including the Treatment Consent, Intake Form and the Health History Questionnaire; and
 - 3. Completed ODS Comprehensive Assessment including ASAM placement criteria, the indicated level of care, and information gathered for the basis for diagnosis of a substance-related and addictive disorder found in the DSM-5.
- D. **QCM Notice Within 24 Hours.** Contractor will be notified via electronic-fax within 24 hours of receipt of a request regarding authorization for Residential Treatment Services or Withdrawal Management Services. This notification will include the rationale of the decision, types of services authorized, and the number of days authorized. QCM reserves the right to modify the types of services and number of days authorized based on established Medical Necessity and ASAM criteria.
- E. **Verifying Non-Continuous Stays.** Prior to authorization of services, Contractor and QCM will ensure that clients have not exceeded two (2) non-continuous stay authorizations in a one-year period for Residential Treatment Services; clients are limited to two (2) non-continuous stays in a one-year period (365 days) per County managed care plan.

- F. Notice of Adverse Benefit Determination.** QCM shall issue a written Notice of Adverse Benefit Determinations (NOABD) to the provider and the client when a decision is made to deny an authorization request or to authorize a service in an amount, duration, or scope that is less than requested by the Contractor.
- G. Assessment Required Within 24 Hours of Authorization.** Contractor shall complete an intake assessment within 24 hours after the authorization for Residential Treatment Services or Withdrawal Management Services is received by QCM and the client shall be scheduled with Contractor for a complete assessment (if not yet completed during the initial authorization request) to determine diagnosis and medical necessity, consistent with Title 22 Section 51303 and 51341.1.
- H. SATC Referrals.** For Substance Abuse Treatment Court (SATC) Referrals:
1. Contractor shall provide SATC Treatment Services within Residential Treatment to Court-referred adults upon receipt of authorization for Residential Treatment Services from QCM.
 2. Contractor shall determine whether substance use disorder services are determined to be medically necessary consistent with Title 22 Section 51303 and 51341.1, per SATC guidelines.
 3. Contractor shall participate in a quarterly graduate activity in collaboration with the Court and other treatment contractors when available.
 4. Contractor shall provide progress reports for court staffing; Contractor shall attend court staffing in person when available.
 5. Contractor shall abide by the Therapeutic Justice Policy Council Treatment Court Guidelines and Procedures as set forth by the Policy Council.
 6. Contractor shall attend SATC Core Team and Policy Council meetings and work with County to develop recommendations, guidelines, and procedures for (adult) treatment services.

6. ADMISSION PROCESS.

- A. Client Placement.** Contractor shall place client in the facility immediately (whenever possible) but no later than 10 days following the initial ASAM Placement screening and referral via the Access Line for Residential Treatment Services or Withdrawal Management Services.
- B. Comprehensive ASAM Assessment.** No later than 24 hours after intake, Contractor shall complete a Comprehensive ASAM Assessment. The Medical Director, licensed physician, or LPHA shall evaluate the assessment and intake information through a face-to-face or telehealth meeting with the client or the counselor who conducted the assessment in order to determine medical necessity in compliance with the DMC-ODS Special Terms and Conditions (STCs) 132 (e) and Title 22 Section 51303 and 51341.1.
- C. Notice of Adverse Benefit Determination.** If Contractor determines that the medical necessity criteria has not been met, then a written Notice of Adverse Benefit Determination (NOABD) shall be issued in accordance with 42 CFR 438.404 in compliance with *Department Policy #4.010 Notice of Adverse Benefit Determination.*

D. Admit Clients Meeting Medical Necessity. Contractor shall admit clients referred by the Department, who meet medical necessity, unless the client meets one or more conditions specified in Section 7 (Exclusion Criteria), or if space is not available in the Program.

E. Admission Documentation.

At Contractor's intake meeting with client, Contractor shall complete admission documentation with the following information:

1. Informed Consent to Treatment form, signed by client;
2. Release of Information form, signed by client;
3. Intake form including financial assessment and contract for fees, signed by client;
4. Medication Consent form, signed by client;
5. Health Questionnaire, signed by client; and
6. Personal/demographic information of client, as described in State of California Alcohol and/or Other Drug Program Certification Standards, including:
 - i. Social, economic and family background;
 - ii. Education;
 - iii. Vocational achievements;
 - iv. Criminal history;
 - v. Legal status;
 - vi. Medical history;
 - vii. Psychiatric/psychological history;
 - viii. Drug history;
 - ix. Previous treatment; and
 - x. Emergency contact information for client.

F. Notify Access Line/ QCM If Client Not Accepted Into Program.

Contractor shall notify ACCESS Line/QCM staff if a client is not accepted into the Program, based on Section 7 (Exclusion Criteria), immediately but no later than 24 hours of completing the intake or assessment.

G. Notify Access Line/ QCM If Client Needs Another Level of Care.

Contractor shall notify ACCESS Line/QCM staff if the assessment indicates that the client should be in another level of care, immediately but no later than 24 hours of completing the comprehensive assessment.

H. Notify Access Line/ QCM If Space Not Available in Program.

Should space not be available in the Program, Contractor shall notify ACCESS Line/QCM staff, immediately but no later than 24 hours of receiving the authorization.

7. EXCLUSION CRITERIA.

On a case-by-case basis, clients may be excluded from receiving services. Clients must be informed of exclusion from the program in compliance with Department Policy #4.010 Notice of Adverse Benefit Determination. The following may be cause for client exclusion from the program:

- A. Client threat of or actual violence toward staff or other clients;
- B. Rude or disruptive behavior that cannot be redirected; and
- C. Client does not meet medical necessity criteria, consistent with Title 22 Section 51303 and 51341.1.

8. DOCUMENTATION REQUIREMENTS.

- A. **Data Entry Into County's MIS System.** Contractor shall enter all CalOMS treatment data and all other client data required by County into the County's MIS system no later than seven (7) days after client entry into Program. Contractor shall complete an update of the CalOMS treatment data when the client is discharged from the treatment service.
- B. **Comprehensive ASAM Assessment.** No later than 24 hours after intake, Contractor shall complete a Comprehensive ASAM Assessment. The Comprehensive ASAM Assessment shall be utilized for determination of medical necessity, determination of level of care, treatment planning and discharge planning. For SATC clients, Contractor shall report the results of the Comprehensive ASAM Assessment and recommendations to the court.
- C. **Treatment Plan.** No later than 48 hours after client admission into Withdrawal Management and no later than ten (10) days after client admission into Residential Services, Contractor shall complete a Treatment Plan. Contractor shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan shall be completed upon intake and updated every ninety (90) days or more frequently as determined medically necessary. The treatment plan shall be consistent with the qualifying diagnosis and shall be signed by the client and the counselor, LPHA, and/or the Medical Director. The treatment plan and updates shall include:
 - 1. A statement of problems identified through the ASAM, other assessment tool(s) or intake documentation;
 - 2. Goals to be reached which address each problem;
 - 3. Action steps that will be taken by Contractor and/or client to accomplish identified goals;
 - 4. Target dates for accomplishment of actions steps and goals;
 - 5. A description of services, including the type of counseling, to be provided and the frequency thereof;
 - 6. Assignment of a primary counselor;
 - 7. The client's DSM-5 diagnosis language as documented by the Medical Director or LPHA;

8. If a client has not had a physical examination within the 12-months prior to the client's admission to treatment date, a goal that the client have a physical examination;
9. If documentation of a client's physical examination, which was performed during the prior twelve (12) months, indicates a client has a significant medical illness, a goal that the client obtains appropriate treatment for the illness; and
10. Individualization based on engaging the client in the treatment planning process.
 - i. Treatment planning must conform to DMC Regulations as defined in Title 22, CCR Section 51341.1(h)(2).

D. Regular Reassessments of Medical Necessity. Contractor shall ensure that all clients shall be regularly reassessed to ensure Medical Necessity. Assessment is an ongoing process and all documentation shall reflect that the client meets Medical Necessity at any point in treatment. Reassessment is particularly important any time there is a significant change in the client's status or diagnosis. Reassessment may be requested by the QCM division, the Medical Director, assigned LPHA, and/or the client.

E. Reauthorization for Ongoing Residential Treatment Services. Reauthorization by the Department for ongoing Residential Treatment Services is required and shall be completed, if indicated, for clients receiving Withdrawal Management Services in order to be considered for Residential Treatment Services following completion of Withdrawal Management.

F. Reassess Residential Treatment Medical Necessity Every 30 Days. Contractor must also reassess the client to demonstrate that Medical Necessity is still present at a minimum of every 30 days, regardless of number of days authorized for Residential Treatment Services in alignment with *Department Policy # 7.007 Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment Services.*

1. For each reauthorization request, the Contractor must submit all documentation as stated previously in Section 5.C (Referrals). As indicated, QCM will consult with the Contractor on continued eligibility, ongoing presence of Medical Necessity, and discharge planning and transition to a lower level of care (if appropriate).
2. Lengths of stay must not exceed 90 days; clients are allowed two (2) non-continuous 90-day placements in a one-year period (365 days).
3. If medically necessary, providers may apply for a one-time extension of up to 30 days- beyond the maximum length of stay of 90 days- for one (1) continuous length of stay in a one-year period (365 days).

G. Submit Reassessment to QCM. Contractor must submit the signed reassessment to QCM five (5) calendar days prior to the end of the previously authorized timeframe. QCM or other assigned staff will notify providers of a decision via email within 72 hours (including weekends and holidays) of receipt of a request for reauthorization.

H. Additional Documentation Requirements. Contractor shall comply with all additional documentation requirements pursuant to Title 22 Section 51303 and 51341.1 and DMC-ODC Standard Terms and Conditions (STCs).

9. DISCHARGES.

- A. Discharge Planning Required.** Contractor shall provide discharge planning for clients prior to discharge or referral into another level of care to ensure continuum of care, post-treatment return, reentry into the community, and/or other linkages necessary treatment success.
- B. Discharge Plan Defined.** A discharge plan is a planned discharge that takes place while the client is still in treatment and must be completed within thirty (30) days prior to the final face-to-face service in compliance with the State of California Alcohol and/or Other Drug Program Certification Standards and in accordance with Title 22 CCR Section 51341.1(h)(6). The Discharge Plan shall include:
1. Recommendations for post-discharge;
 2. A description of each of the client's relapse triggers;
 3. A plan to assist the client to avoid relapse when confronted with each trigger;
 4. A support plan; and
 5. Linkages to other services, where appropriate.
- C. Provide Client With Discharge Plan.** Contractor shall provide the Discharge Plan to the client during the last face-to-face treatment. The counselor or LPHA and the client shall sign and date the Discharge Plan. Contractor shall give client one copy of the Discharge Plan and the original shall be documented in the client's file.
- D. Discharge Summary.** A Discharge Summary is to be completed for all clients, at the end of their treatment episode, regardless of level of care or successful/unsuccessful completion.
- E. Contents of Discharge Summary.** The Discharge Summary must include:
1. The duration of the client's treatment, as determined by dates of admission to and discharge from treatment;
 2. The reason for discharge;
 3. A narrative summary of the treatment episode; and
 4. The client's prognosis.
- F. Document Discharge Information in Department MIS.** Contractor shall document discharge information in CalOMS via the Department MIS system no later than thirty (30) days following discharge.
- G. Discharge Client if Client is Absent Without Leave for a 24 Hour Period.** Any client that is absent without leave for a 24 hour period maybe discharged, as of the date of last services. The date of discharge shall be the last face to face contact.
- H. Involuntary Discharge Requirements.** Discharge of a client from treatment may occur on a voluntary or involuntary basis. An involuntary discharge is subject to the requirements set forth in *Department Policy # 4.010 Notice of Adverse Benefit Determination*.

III. Delete Exhibit B-1-ADP FY 19-21 and replace with the following:

EXHIBIT B-1- ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM
 (Applicable to programs described in Exhibit A-2)

CONTRACTOR NAME: <u>Salvation Army</u>		FISCAL YEAR: <u>2018-19</u>						
Drug Medi-Cal / Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	Projected Units of Service	Projected Number of Clients
Drug Medi-Cal Billable Services	Outpatient	15	ODS Case Management	15 Minute Unit	93	93	1,697	17
		15	ODS Physician Consultation	15 Minute Unit	94	94	91	1
		15	ODS Recovery Services	15 Minute Unit	95	95	1,042	10
	Residential	5	Level 3.2 Withdrawal Management	Bed Day	109	109	657	28
		5	Level 3.1 Residential Treatment	Bed Day	112	112	1,971	28
Drug Medi-Cal / Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	County Maximum Allowable Rate	
Drug Medi-Cal Billable Services	Outpatient	15	ODS Group Counseling	15 Minute Unit	91	91	\$33.81	
		15	ODS Individual Counseling	15 Minute Unit	92	92	\$33.81	
		15	ODS Case Management	15 Minute Unit	93	93	\$33.81	
		15	ODS Physician Consultation	15 Minute Unit	94	94	\$141.59	
		15	ODS Recovery Services Individual	15 Minute Unit	95	95	\$33.81	
		15	ODS Recovery Services Group	15 Minute Unit	96	96	\$33.81	
		15	ODS Recovery Services Case Management	15 Minute Unit	97	97	\$33.81	
	Residential	5	ODS Recovery Services Monitoring	15 Minute Unit	98	98	\$33.81	
		5	Level 3.2 Withdrawal Management - Treatment Only	Bed Day	109	109	\$184.84	
		5	Level 3.1 Residential Treatment - Treatment Only	Bed Day	112	112	\$122.97	
Non - Drug Medi-Cal Billable Services	Residential	N/A	Level 3.2 Withdrawal Management - Board and Care	Bed Day	N/A	109	Actual Cost ²	
		N/A	Level 3.1 Residential Treatment - Board and Care	Bed Day	N/A	112	Actual Cost ²	
					Program			TOTAL
					Residential Treatment - Start Up Costs	Residential Treatment		
					March 1, 2019 to June 30, 2019			
GROSS COST:					\$ 85,312	\$ 583,752		\$ 669,064
LESS REVENUES COLLECTED BY CONTRACTOR:								
PATIENT FEES					\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS					\$ -	\$ -	\$ -	\$ -
OTHER (LIST):					\$ -	\$ -	\$ -	\$ -
TOTAL CONTRACTOR REVENUES					\$ -	\$ -	\$ -	\$ -
MAXIMUM CONTRACT AMOUNT PAYABLE:					\$ 85,312	\$ 583,752	\$ -	\$ 669,064
WELLNESS FUNDING FOR MAXIMUM								
Drug Medi-Cal						\$ 435,791		\$ 435,791
Realignment/SAPT - Discretionary					\$ 85,312	\$ 142,961		\$ 228,273
Realignment/SAPT - Perinatal								\$ -
Realignment/SAPT - Adolescent Treatment								\$ -
Realignment/SAPT - Primary Prevention								\$ -
CalWORKS						\$ 5,000		\$ 5,000
Other County Funds								\$ -
FY18-19 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)					\$ 85,312	\$ 583,752	\$ -	\$ 669,064
FY19-20 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)					\$ -	\$ 1,751,256	\$ -	\$ 1,751,256
FY20-21 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)					\$ -	\$ 1,751,256	\$ -	\$ 1,751,256
GRAND TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)					\$ 85,312	\$ 4,086,264	\$ -	\$ 4,171,576

CONTRACTOR SIGNATURE: _____
 STAFF ANALYST SIGNATURE: *Christine Johnson*
 FISCAL SERVICES SIGNATURE: _____

**Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness' discretion based on available funding sources.
 ***Projected Units of Service and Projected Number of Clients are estimated targets to assist CBO's in recovering full costs. Actual services provided and clients served may vary.
²Rate based on approved costs.

EXHIBIT B-1- ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A-2)

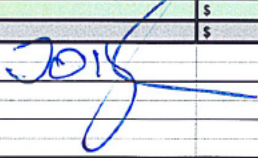
CONTRACTOR NAME:		Salvation Army			FISCAL YEAR:		2018-19	
Drug Medi-Cal / Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	Projected Units of Service	Projected Number of Clients
Drug Medi-Cal Billable Services	Outpatient	15	ODS Case Management	15 Minute Unit	93	93	1,697	17
		15	ODS Physician Consultation	15 Minute Unit	94	94	91	1
		15	ODS Recovery Services	15 Minute Unit	95	95	1,042	10
	Residential	5	Level 3.2 Withdrawal Management	Bed Day	109	109	657	28
		5	Level 3.1 Residential Treatment	Bed Day	112	112	1,971	28
Drug Medi-Cal / Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	County Maximum Allowable Rate	
Drug Medi-Cal Billable Services	Outpatient	15	ODS Group Counseling	15 Minute Unit	91	91	\$33.81	
		15	ODS Individual Counseling	15 Minute Unit	92	92	\$33.81	
		15	ODS Case Management	15 Minute Unit	93	93	\$33.81	
		15	ODS Physician Consultation	15 Minute Unit	94	94	\$141.59	
		15	ODS Recovery Services Individual	15 Minute Unit	95	95	\$33.81	
		15	ODS Recovery Services Group	15 Minute Unit	96	96	\$33.81	
		15	ODS Recovery Services Case Management	15 Minute Unit	97	97	\$33.81	
	Residential	5	Level 3.2 Withdrawal Management - Treatment Only	Bed Day	109	109	\$184.84	
		5	Level 3.1 Residential Treatment - Treatment Only	Bed Day	112	112	\$122.97	
Non - Drug Medi-Cal Billable Services	Residential	N/A	Level 3.2 Withdrawal Management - Board and Care	Bed Day	N/A	109	Actual Cost ²	
		N/A	Level 3.1 Residential Treatment - Board and Care	Bed Day	N/A	112	Actual Cost ²	
				Program			TOTAL	
				Residential Treatment - Start Up Costs	Residential Treatment			
				March 1, 2019 to June 30, 2019				
GROSS COST:				\$ 85,312	\$ 583,752		\$ 669,064	
LESS REVENUES COLLECTED BY CONTRACTOR:								
PATIENT FEES				\$ -	\$ -	\$ -	\$ -	
CONTRIBUTIONS				\$ -	\$ -	\$ -	\$ -	
OTHER (LIST):				\$ -	\$ -	\$ -	\$ -	
TOTAL CONTRACTOR REVENUES				\$ -	\$ -	\$ -	\$ -	
MAXIMUM CONTRACT AMOUNT PAYABLE:				\$ 85,312	\$ 583,752	\$ -	\$ 669,064	
WELLNESS FUNDING FOR MAXIMUM								
Drug Medi-Cal					\$ 435,791		\$ 435,791	
Reassignment/SAPT - Discretionary				\$ 85,312	\$ 142,961		\$ 228,273	
Reassignment/SAPT - Perinatal							\$ -	
Reassignment/SAPT - Adolescent Treatment							\$ -	
Reassignment/SAPT - Primary Prevention							\$ -	
CalWORKS					\$ 5,000		\$ 5,000	
Other County Funds							\$ -	
FY18-19 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)				\$ 85,312	\$ 583,752	\$ -	\$ 669,064	
FY19-20 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)				\$ -	\$ 1,751,256	\$ -	\$ 1,751,256	
FY20-21 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)				\$ -	\$ 1,751,256	\$ -	\$ 1,751,256	
GRAND TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)				\$ 85,312	\$ 4,086,264	\$ -	\$ 4,171,576	
CONTRACTOR SIGNATURE:						Terry O. Hughes - MAR 28 2019 Secretary		
STAFF ANALYST SIGNATURE:								
FISCAL SERVICES SIGNATURE:								
Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness' discretion based on available funding sources. *Projected Units of Service and Projected Number of Clients are estimated targets to assist CBO's in recovering full costs. Actual services provided and clients served may vary. ² Rate based on approved costs.								

Exhibit B-1

Schedule of Rates and Contract Maximum

CONTRACTOR NAME:		Salvation Army				FISCAL YEAR:		2019-21	
Drug Medi-Cal / Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	Projected Units of Service	Projected Number of Clients	
Drug Medi-Cal Billable Services	Outpatient	15	ODS Case Management	15 Minute Unit	93	93	5,090	50	
		15	ODS Physician Consultation	15 Minute Unit	94	94	272	3	
		15	ODS Recovery Services	15 Minute Unit	95	95	3,125	31	
	Residential	5	Level 3.2 Withdrawal Management	Bed Day	109	109	1,971	83	
		5	Level 3.1 Residential Treatment	Bed Day	112	112	5,913	83	
Drug Medi-Cal / Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	County Maximum Allowable Rate		
Drug Medi-Cal Billable Services	Outpatient	15	ODS Group Counseling	15 Minute Unit	91	91	\$33.81		
		15	ODS Individual Counseling	15 Minute Unit	92	92	\$33.81		
		15	ODS Case Management	15 Minute Unit	93	93	\$33.81		
		15	ODS Physician Consultation	15 Minute Unit	94	94	\$141.59		
		15	ODS Recovery Services Individual	15 Minute Unit	95	95	\$33.81		
		15	ODS Recovery Services Group	15 Minute Unit	96	96	\$33.81		
		15	ODS Recovery Services Case Management	15 Minute Unit	97	97	\$33.81		
	Residential	5	Level 3.2 Withdrawal Management - Treatment Only	Bed Day	109	109	\$184.84		
		5	Level 3.1 Residential Treatment - Treatment Only	Bed Day	112	112	\$143.29		
		5	Level 3.5 Residential Treatment - Treatment Only	Bed Day	114	114	\$137.04		
Non - Drug Medi-Cal Billable Services	Residential	N/A	Level 3.2 Withdrawal Management - Board and Care	Bed Day	N/A	109	Actual Cost ²		
		N/A	Level 3.1 Residential Treatment - Board and Care	Bed Day	N/A	112	Actual Cost ²		
		N/A	Level 3.5 Residential Treatment - Board and Care	Bed Day	N/A	114	Actual Cost ²		
					Program			TOTAL	
					Residential Treatment - Start Up Costs	Residential Treatment			
GROSS COST:					\$ 1,765,568		\$ 1,765,568		
LESS REVENUES COLLECTED BY CONTRACTOR:									
PATIENT FEES							\$ -		
CONTRIBUTIONS					\$ 14,312		\$ 14,312		
OTHER (LIST):							\$ -		
TOTAL CONTRACTOR REVENUES					\$ -	\$ 14,312	\$ -	\$ 14,312	
MAXIMUM CONTRACT AMOUNT PAYABLE:					\$ -	\$ 1,751,256	\$ -	\$ 1,751,256	
WELLNESS FUNDING FOR									
Drug Medi-Cal					\$ 1,307,370		\$ 1,307,370		
Realignment/SAPT - Discretionary					\$ 438,886		\$ 438,886		
Realignment/SAPT - Perinatal							\$ -		
Realignment/SAPT - Adolescent Treatment							\$ -		
Realignment/SAPT - Primary Prevention							\$ -		
CalWORKS					\$ 5,000		\$ 5,000		
Other County Funds							\$ -		
FY19-20 TOTAL (SOURCE S OF BEHAVIORAL WELLNESS FUNDING)					\$ -	\$ 1,751,256	\$ -	\$ 1,751,256	
FY20-21 TOTAL (SOURCE S OF BEHAVIORAL WELLNESS FUNDING)					\$ -	\$ 1,751,256	\$ -	\$ 1,751,256	
GRAND TOTAL (SOURCE S OF BEHAVIORAL WELLNESS FUNDING)					\$ -	\$ 3,502,512	\$ -	\$ 3,502,512	
CONTRACTOR SIGNATURE:									
FISCAL SERVICES SIGNATURE:									
**Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness' discretion based on available funding sources.									
***Projected Units of Service and Projected Number of Clients are estimated targets to assist CBO's in recovering full costs. Actual services provided and clients served may vary.									
² Rate based on approved costs.									

IV. Add ADP Exhibit B- 2 Entity Budget By Program FY 2020-2021 to Agreement as follows:

AGENCY NAME:		The Salvation Army				
COUNTY FISCAL YEAR:		Fiscal Year 20-21				
Gray Shaded cells contain formulas, do not overwrite						
LINE #	COLUMN #	1	2	3	4	5
I. REVENUE SOURCES:			TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	ADP Residential Treatment Program	Mental Health
1	Contributions		\$ 126,172	\$ 14,312	\$ 14,312	
2	Foundations/Trusts		\$ 207,101	\$ -		
3	Miscellaneous Revenue			\$ -		
4	Behavioral Wellness Funding		\$ 1,816,956	\$ 1,816,956	\$ 1,751,256	\$ 65,700
5	Other Government Funding		\$ 293,562	\$ -		
6	Other (Gifts-in-Kind)		\$ 14,140	\$ -		
7	Other (Rental/Sales to Public)		\$ 22,789	\$ -		
8				\$ -		
9				\$ -		
10	Total Other Revenue		\$ 2,480,720	\$ 1,831,268	\$ 1,765,568	\$ 65,700
I.B Client and Third Party Revenues:						
11	Client Fees		\$ 9,600	-		
12	SSI			-		
13	Other (specify)			-		
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		\$ 9,600	\$ -	\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET		\$ 2,490,320	\$ 1,831,268	\$ 1,765,568	\$ 65,700

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	ADP Residential Treatment Program	Mental Health
	III.A. Salaries and Benefits Object Level				
16	Salaries (Complete Staffing Schedule)	\$ 1,123,946	\$ 861,885	\$ 801,947	\$ 59,938
17	Employee Benefits	\$ 300,984	\$ 207,292	\$ 207,292	
18	Consultants	\$ 39,000	\$ 36,000	\$ 36,000	
19	Payroll Taxes	\$ 330,853	\$ 255,964	\$ 255,964	
20	Salaries and Benefits Subtotal	\$ 1,794,783	\$ 1,361,141	\$ 1,301,203	\$ 59,938
	III.B Services and Supplies Object Level				
21	Equipment Depreciation and Maintenance	\$ 2,400	\$ 1,200	\$ 1,200	
22	Medical, Dental and Laboratory Supplies		\$ -		
23	Membership Dues		\$ -		
24	Equipment - Rental and Lease / Purchases	\$ 87,459	\$ 43,730	\$ 43,730	
25	Clothing and Personal Supplies	\$ 10,500	\$ 5,250	\$ 5,250	
26	Food & Kitchen Supplies	\$ 60,400	\$ 45,300	\$ 45,300	
27	Laundry Services and Supplies		\$ -		
28	Training / Conferences	\$ 4,500	\$ 2,250	\$ 2,250	
29	Telephone/Communications	\$ 4,200	\$ 2,100	\$ 2,100	
30	Depreciation - Structures and Improvements		\$ -		
31	Insurance	\$ 84,401	\$ 42,201	\$ 42,201	
32	Interest Expense		\$ -		
33	Maintenance/Repairs - Structures, Improvements	144,437	\$ 72,219	\$ 72,219	
34	Office Expense / Postage	4,760	\$ 3,505	\$ 3,505	
35	Publications/Printing and Legal Notices	\$ 1,000	\$ 500	\$ 500	
36	Rents & Leases - Land, Structure, and Improvements		\$ -		
37	Taxes and Licenses	6,002	\$ 3,000	\$ 3,000	
38	Drug Screening and Other Testing	4,800	\$ 3,600	\$ 3,600	
39	Utilities	73,425	\$ 36,713	\$ 36,713	
40	Pharmaceutical		\$ -		
41	Professional and Special Services		\$ -		
42	Transportation / Bus Tokens	\$ 16,697	\$ 8,349	\$ 8,349	
43	Travel		\$ -		
44	Gas, Oil, & Maintenance - Vehicles		\$ -		
45	Rents & Leases - Vehicles		\$ -		
46	Depreciation - Vehicles		\$ -		
47	Other / Misc / Program Supplies	15,812	\$ 15,437	\$ 15,437	
48	Services and Supplies Subtotal	\$ 520,793	\$ 285,354	\$ 285,354	\$ -
49	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)				
50	Assistance To Individuals - Rent/Food	\$ 28,626	\$ 14,312	\$ 14,312	
51	SUBTOTAL DIRECT COSTS	\$ 2,344,202	\$ 1,660,807	\$ 1,600,869	\$ 59,938
52	IV. INDIRECT COSTS				
53	Administrative Indirect Costs (Reimbursement limited to 15%)	146,118	\$ 170,461	\$ 164,699	\$ 5,762
54	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 2,490,320	\$ 1,831,268	\$ 1,765,568	\$ 65,700

V. Add ADP Exhibit B- 3 Sliding Fee Scale FY 2020-2021 to Agreement as follows:

**COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE *
2020-2021**

**ANNUAL GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	17,236	23,336	29,435	35,535	41,635	47,734	53,734	59,834
10	21,556	27,656	33,755	39,855	45,955	52,054	58,054	64,154
15	25,876	31,976	38,075	44,175	50,275	56,374	62,374	68,474
20	30,196	36,296	42,395	48,495	54,595	60,694	66,694	72,794
25	34,516	40,616	46,715	52,815	58,915	65,014	71,014	77,114
30	38,836	44,936	51,035	57,135	63,235	69,334	75,334	81,434
35	43,156	49,256	55,355	61,455	67,555	73,654	79,654	85,754
40	47,476	53,576	59,675	65,775	71,875	77,974	83,974	90,074
45	51,796	57,896	63,995	70,095	76,195	82,294	88,294	94,394
50	56,116	62,216	68,315	74,415	80,515	86,614	92,614	98,714
55	60,436	66,536	72,635	78,735	84,835	90,934	96,934	103,034
60	64,756	70,856	76,955	83,055	89,155	95,254	101,254	107,354
65	69,076	75,176	81,275	87,375	93,475	99,574	105,574	111,674
70	73,396	79,496	85,595	91,695	97,795	103,894	109,894	115,994
75	77,716	83,816	89,915	96,015	102,115	108,214	114,214	120,314
80	82,036	88,136	94,235	100,335	106,435	112,534	118,534	124,634
85	86,356	92,456	98,555	104,655	110,755	116,854	122,854	128,954
90	90,676	96,776	102,875	108,975	115,075	121,174	127,174	133,274

**MONTHLY GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	1,436	1,945	2,453	2,961	3,470	3,978	4,478	4,986
10	1,796	2,305	2,813	3,321	3,830	4,338	4,838	5,346
15	2,156	2,665	3,173	3,681	4,190	4,698	5,198	5,706
20	2,516	3,025	3,533	4,041	4,550	5,058	5,558	6,066
25	2,876	3,385	3,893	4,401	4,910	5,418	5,918	6,426
30	3,236	3,745	4,253	4,761	5,270	5,778	6,278	6,786
35	3,596	4,105	4,613	5,121	5,630	6,138	6,638	7,146
40	3,956	4,465	4,973	5,481	5,990	6,498	6,998	7,506
45	4,316	4,825	5,333	5,841	6,350	6,858	7,358	7,866
50	4,676	5,185	5,693	6,201	6,710	7,218	7,718	8,226
55	5,036	5,545	6,053	6,561	7,070	7,578	8,078	8,586
60	5,396	5,905	6,413	6,921	7,430	7,938	8,438	8,946
65	5,756	6,265	6,773	7,281	7,790	8,298	8,798	9,306
70	6,116	6,625	7,133	7,641	8,150	8,658	9,158	9,666
75	6,476	6,985	7,493	8,001	8,510	9,018	9,518	10,026
80	6,836	7,345	7,853	8,361	8,870	9,378	9,878	10,386
85	7,196	7,705	8,213	8,721	9,230	9,738	10,238	10,746
90	7,556	8,065	8,573	9,081	9,590	10,098	10,598	11,106

* For multi-year contracts, annual fee schedule will be provided to contractor as it becomes available.

VI. Add MHS Exhibit E Program Goals, Outcomes and Measures to Agreement as follows:

MHS SHELTER BED SERVICES		
Program Evaluation		
The Salvation Army (all outcomes are in %)		
Program Goal	Outcome	Measure (Shelter Bed Services)
Provide shelter services to mentally ill clients who are homeless, at risk of homelessness or living in substandard housing.	1. Utilization of beds	Minimum of 469 per quarter
Provide shelter services to mentally ill clients who are homeless, at risk of homelessness or living in substandard housing.	2. Coordination on client case plans	100% of clients utilizing MH shelter beds received case plans.

* Amendments to this Exhibit E may be made by written agreement of the parties and do not require a formal amendment to the Agreement.

VII. All other terms shall remain in full force and effect.

Signature Page

Second Amended Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **The Salvation Army**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

THE SALVATION ARMY

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D.
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
DEPARTMENT OF RISK MANAGEMENT

By: _____
Risk Manager