THIRD AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS THIRD AMENDMENT to the Agreement for Services of Independent Contractor, **BC #19-137** (hereafter Third Amended Agreement), is made by and between the **County of Santa Barbara** (County) and **Council on Alcoholism and Drug Abuse** (Contractor), for the continued provision of 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 authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC 19-137, on November 6, 2018 for the provision of alcohol and drug services for the period of December 1, 2018 to June 30, 2021 for a Maximum Contract Amount not to exceed **$3,510,016**;

WHEREAS, the First Amendment to the Agreement approved the County Board of Supervisors, on January 29, 2019, added language for the provision of Alcohol and Drug Recovery Residences Program under the Department of Health Care Services Substance Abuse Prevention and Treatment Block Grant from December 1, 2018 to January 31, 2019; added a new program for Drug Medi-Cal Organized Delivery System Residential Treatment and Withdrawal Management Services, which began on February 1, 2019; increased the contract maximum by $2,075,200, with a total contract maximum not to exceed **$5,585,216** inclusive of $1,206,936 for FY 18-19, $2,189,140 for FY 19-20, and $2,189,140 for FY 19-20 Alcohol Drug Program (ADP) funds; and incorporated the terms and conditions set forth in the original Agreement on November 6, 2018, except as modified in the First Amended Agreement;

WHEREAS, the Second Amended Agreement, authorized by the County Board of Supervisors on June 18, 2019, updated language for compliance with state and federal regulations, increased alcohol and drug funding by $11,003, and increased mental health services and funding by **$217,964** for a total contract maximum amount not to exceed **$5,814,183**, consisting of ADP funds of **$5,596,219**, inclusive of $1,206,937 for FY 18-19, $2,194,641 for FY 19-20, and $2,194,641 for FY 20-21, and Mental Health Services (MHS) funds, inclusive of $108,982 for FY 19-20 and $108,982 for FY 20-21, and replaced in total the terms and conditions set forth in the contract approved by the County Board of Supervisors on November 6, 2018 and as amended by the First Amendment on January 29, 2019;

WHEREAS, due to changes in state and federal regulations, this Third Amended Agreement updates the Agreement for Exhibit A-1 ADP General Provisions, Exhibit A-2 ADP Outpatient Services (OS) and Intensive Outpatient Services (IOS), Exhibit A-5 ADP Residential Treatment Services, Exhibit A-7 MHS General Provisions, Exhibit A-8 MHS Carpinteria START; Exhibit B-1 ADP Schedule of Rates and Contract Maximum for FY 18-19, Exhibit B MHS Financial Provisions, and Exhibit B-1 MHS Schedule of Rates, and Contract Maximum for FY 19-20 and FY 20-21, and add Exhibit B-3 ADP Sliding Fee Scale for FY 20-21 with no change to the Maximum Contract Amount of **$5,814,183** for FYs 18-21, consisting of ADP funds of **$5,596,219,** inclusive of $1,206,937 for FY 18-19, $2,194,641 for FY 19-20, and $2,194,641 for FY 20-21, and MHS funds of **$217,964,** inclusive of $108,982 for FY 19-20 and $108,982 for FY 20-21; and delegates the authority to make immaterial changes to the Agreement; amend program staffing requirements for Exhibit A-8 MHS Carpinteria START of the Agreement; amend the program goals, outcomes, and measures in Exhibit E: ADP and Exhibit E: MHS of the Agreement; reallocate funds between funding sources during the term of the Agreement and in the year-end cost settlement; increase or remove the MHS County Maximum Allowable rate (CMA) based on operating needs for FY 20-21 and approve in writing in the year-end cost settlement that the CMA was waived for

settlement purposes; all without altering the Maximum Contract Amount, without requiring a formal amendment to the Agreement, and subject to the Board's ability to rescind this delegated authority at any time; and incorporate the terms and conditions set forth in the Second Amended Agreement, approved on June 18, 2019, except as modified in this Third Amended Agreement; and

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

I. Delete from the Standard Terms and Conditions of the Agreement, Section 1 (Designated Representative) and Section 2 (Notices) and replace it with the following:

1. DESIGNATED REPRESENTATIVE.

The Director, at phone number (805) 681-5220, is the representative of County and will administer this Agreement for and on behalf of County. Scott Whiteley, at phone number (805) 722-1301, is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County:
Director
County of Santa Barbara
Department of Behavioral Wellness
300 N. San Antonio Road
Santa Barbara, CA 93110
Fax: (805) 681-5262

To Contractor:
Scott Whiteley, Executive Director
Council on Alcoholism and Drug Abuse (CADA)
PO Box 28
Santa Barbara, CA 93102
Phone: (805) 722-1301
Fax: (805) 993-4099

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

II. Add the following Section 39 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Standard Terms and Conditions:

39. **UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The Contractor shall comply with the requirements of 2 CFR Part 200 which are hereby incorporated by reference in this Agreement.

III. Delete Exhibit A-1 ADP General Provisions, Section 2 (Staff) and replace with the following:

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, for 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 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; and

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 SUD treatment services are required to complete a minimum of 18 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 the 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 bwellcontractsstaff@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 if 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 do 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.

IV. Delete Exhibit A-1 ADP General Provisions, Section 3 (Licenses, Permits, Registrations, Accreditations, and Certifications) and replace with the following:

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 DATAR at the time of execution of this Agreement.

V. Delete Exhibit A-1 ADP General Provisions, Section 4 (Reports) and replace with the following:

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; and

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.

VI. Delete Exhibit A-1 ADP General Provisions, Section 8 (Client and Family Member Empowerment) and replace with the following:

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 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.

VII. Delete Exhibit A-1 ADP General Provisions, Section 10 (Notification Requirements) and replace with the following:

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 that 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 (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).)

VIII. Delete Exhibit A-1 ADP General Provisions, Section 13 (Signature Pads) and replace with the following:

13. SIGNATURE PADS.

A. County to Provide Signature Pads. County shall purchase one signature pad for each physical address identified for Contractor's Alcohol and Drug Programs in this Agreement. The signature pad will be compatible with the County's Electronic Health Record (EHR), Clinician's Gateway. Contractor shall use the electronic versions of the Intake Form, Treatment Consent Form, Client Treatment Plan, Discharge Plan, and Medication Consent Form to ensure a complete client medical record exists within Clinician's Gateway. Contractor shall obtain client signatures on these electronic documents using the signature pads. Upon initial purchase, County shall install the signature pads on Contractor's hardware and provide a tutorial for Contractor's staff. Contractor shall be responsible for ongoing training of new staff.

B. Contractor Replacement Due to Loss or Damage. In the event that Contractor damages or loses the signature pads provided by County, Contractor shall be responsible for purchasing a new Clinician's Gateway compatible signature pad as a replacement from the County inventory at the current cost of replacement.

IX. Delete Exhibit A-1 ADP General Provisions, Section 14 (Additional Program Requirements) and replace with the following:

14. 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. <u>Provide Materials in English and Spanish</u>. 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. <u>Maintain Provider Directory</u>. 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 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. <u>Specific Curricula</u>:

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 https://www.countyofsb.org/behavioral-wellness/formsforstaff-providers.sbc.

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; and
    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 sections 438.3(h) and 438.3(u); and
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 the 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.

X. Delete Exhibit A-2 Statement of Work: ADP (Outpatient Services (OS) and Intensive Outpatient Services), Section 3 (Services) and replace with the following:

3. SERVICES.

A. Outpatient Services (OS) ASAM Level 1.0.

1. **OS ASAM Level 1.0 - Frequency and Setting.**

Outpatient Services shall consist of services, when determined to be medically necessary and in accordance with an individualized treatment plan, and made available:

i. To adults, for up to nine (9) hours per week, and

ii. To adolescents, for less than six (6) hours per week.

Services may be provided in-person, by telephone, or by telehealth and in appropriate settings in the community in compliance with *Policy #7.009 Drug Medi-Cal Organized Delivery System (DMC-ODS) Outpatient Treatment Services.*

2. **OS ASAM Level 1.0 Services.**

Contractor shall ensure that ASAM Level 1.0 services are provided, including group counseling, intake and assessment, treatment planning, collateral services, crisis services, discharge services, individual counseling, and medication services as follows:

i. **Outpatient Services (OS) - Group Counseling.** Group counseling services means face-to-face contacts with one or more therapists or counselors who treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. Contractor shall ensure that each client receives counseling sessions depending on the client's needs and treatment plan or be subject to discharge, as specified in 22 CCR Section 51341.1(d). Group counseling sessions shall focus on short-term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Services shall be provided as scheduled. Clients must be DMC eligible to claim DMC reimbursement for the group session.

ii. **Outpatient Services (OS) - Individual.** Individual services are contacts between a client and a Licensed Practitioner of the Healing Arts (LPHA) or counselor and may include the following services:

a. **OS Individual - Intake and Assessment:** The process of determining that a client meets the Medical Necessity criteria and admitting the client into a substance use disorder (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 substance use disorder treatment and treatment planning.

b. **OS Individual – Treatment Planning:** Contacts between a client and a LPHA or counselor to prepare and/or update an individualized written treatment plan.

c. **OS Individual – 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.

d. **OS Individual - 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.

e. **OS Individual - 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.

f. **OS Individual - Individual Counseling:** Face-to face contacts between a client and a therapist or counselor which will focus on psychosocial issues related to substance use and goals outlined in the client's individualized treatment plan. Individual counseling may also include family support, family therapy, or patient education as defined below:

   1) **Family Support:** linkages to childcare, parent education, child development support services, and family and marriage education.

   2) **Family Therapy:** including 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 members may provide social support to beneficiaries, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

   3) **Patient Education:** providing research-based education on addiction, treatment, recovery and associated health risks.

g. **Medication Services:** The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

B. Intensive Outpatient Services (IOS) ASAM Level 2.1.

1. **Intensive Outpatient Services (IOS) - Frequency and Setting.** Intensive Outpatient Services are structured programming services provided to beneficiaries when determined to be medically necessary and in accordance with an individualized treatment plan, and made available:

   i. To adults, a minimum of nine (9) hours with a maximum of 19 hours a week, and

   ii. To adolescents, a minimum of six (6) hours with a maximum of 19 hours a week.

   Services may be provided in-person, by telephone, or by telehealth and in appropriate settings in the community in compliance with *Department Policy #7.009 Drug Medi-Cal Organized Delivery System (DMC-ODS) Outpatient Treatment Services.*

2. **IOS ASAM Level 2.1 Services.** Contractor shall ensure that ASAM Level 2.1 services are provided, including assessment, treatment planning, individual and group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, and discharge planning and coordination, as defined in Section 3.A.2 (Outpatient Services (OS)–Individual) above, and following:

   i. **Intensive Outpatient Services (IOS) - Group Counseling.** Group counseling services means face-to-face contacts with one or more therapists or counselors who treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. Contractor shall ensure that each client receives counseling sessions depending on the client's needs and treatment plan or be subject to discharge, as specified in 22 CCR Section 51341.1(d). Group counseling sessions shall focus on short-term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Services shall be provided as scheduled. Clients must be DMC eligible to claim DMC reimbursement for the group session.

C. 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 substance use disorder (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 Substance Use Disorder (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, and 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.

D. <u>Recovery Services</u>.

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 assist 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, and 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.

E. 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 OS and IOS services.

F. 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 Outpatient 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.

G. 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.

H. Youth and Family Treatment. Contractor will provide Youth and Family treatment to address youth-specific developmental issues, provide comprehensive and integrated services, involve families, and allow youth to remain in the most appropriate, but least restrictive, setting so they can be served within their families, group, and community. Contractor will provide Youth and Family treatment services which shall include:

1. Individual, group counseling, and drug testing that is age appropriate in alignment with the State of California Youth Treatment Guidelines: http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf.
2. Family engagement activities and services which initiate and encourage family participation in treatment, such as groups to provide an introduction and orientation to the treatment program.
    i. Family education activities and services which educate families about relevant topics such as substance abuse, treatment, recovery, and relapse prevention.
    ii. Parenting education activities and services that foster effective parenting, with an emphasis on positive parenting, communication between parents and their children, setting clear and appropriate behavioral expectations and logical consequences, awareness of social issues that confront children and how parents can help, and other topics which increase parent effectiveness and family functioning.

iii. Substance use treatment services to families or other significant persons in a client's life which focus on the client's treatment needs to support the client's treatment goals. All treatment services must include Motivational Interviewing and/or Cognitive Behavioral Treatment. Services must address specific needs and goals in the client's treatment plan.

iv. Specific and scheduled outreach activities designed to increase local community awareness of treatment services. **]**

I. Perinatal Services.

Contractor shall provide perinatal substance use disorder treatment services to pregnant and postpartum women and their children. Contractor will provide perinatal services in a "perinatal certified substance use disorder program," meaning a Medi-Cal certified program which provides substance use disorder services to pregnant and postpartum women with substance use disorder diagnoses. Medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy shall be maintained in the beneficiary record. Perinatal Services shall include:

1. Individual, group counseling, and drug testing that is in alignment with the current State of California Perinatal Practice Guidelines, and any updates thereto: http://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf;
2. Services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills;
3. Mother/child habilitative and rehabilitative services, such as parenting skills and training in child development;
4. Access to services, such as arrangement for transportation;
5. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant; and
6. Coordination of ancillary services, such as medical/dental, education, social services, and community services.

J. Transitions to Other Levels of Care (LOC):

Contractor shall ensure all clients are reassessed using the ASAM LOC Screening, at a minimum of every 90 days, unless medical necessity warrants more frequent reassessments to ensure clients are receiving treatment in the appropriate LOC. Contractor shall ensure that clients are transitioned to the appropriate LOC no later than 10 business days from the time of the assessment/reassessment or screening, with no interruption in treatment services.

K. 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 disorders 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 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 based on the capacity of the program.

ii. Treatment planning and group programming shall include specific interventions to help clients manage their addiction and mental health symptoms.

iii. All staff are supported and assisted to be co-occurring competent so that all staff can work as an integrated team.

2. Contractor shall provide Multi-Family Therapy for both adults and adolescents when determined to be medically necessary.

i. Multi-Family Therapy shall be provided in alignment with an individualized treatment plan by qualified staff as medically necessary.

3. Contractor shall provide **Additional MAT-Monitoring (MAT)** to clients receiving Medication Assisted Treatment (MAT). Monitoring may include physician consultation and assessment of the side effects or results of the medication conducted by staff lawfully authorized to provide such services within their scope of practice or license. If the client refuses treatment services for a specified period of time, continuation of MAT medications will be reevaluated by the physician or licensed prescriber.

4. Contractor shall provide Transition Age Youth (TAY) specific groups for clients aged 18-24.

XI. Delete Exhibit A-2 Statement of Work: ADP (Outpatient Services (OS) and Intensive Outpatient Services), Section 6 (Admission Process) and replace with the following:

6. ADMISSION PROCESS.

A. ASAM Screening Form Review. Contractor shall review County approved ASAM screening form and referral information upon receiving it via electronic-fax.

B. Comprehensive ASAM Assessment. Contractor shall complete a Comprehensive ASAM Assessment within ten (10) business days of request for services. 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 and 42 CFR 438.10.

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, as described below.

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. <u>Notify Access Line/QCM If Client Not Accepted Into Program</u>.

Contractor shall notify ACCESS Line/Quality Care Management (QCM) staff if client is not accepted into the Program, based on Section 7 (Exclusion Criteria), within one business day of completing the intake or assessment.

G. <u>QCM Documentation If Client Needs Another Level of Care</u>.

Contractor shall document in the assessment the actual level of care placement. Any variance in placement shall be documented in the comprehensive assessment, and will include the reasons for the difference in level of care.

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

Should space not be available in the Program, Contractor shall notify ACCESS Line/Quality Care Management (QCM) staff within one business day of receiving the referral.

XII. Delete <u>Exhibit A-2</u> Statement of Work: ADP (Outpatient Services (OS) and Intensive Outpatient Services), <u>Section 8 (Documentation Requirements)</u> and replace with the following:

8. DOCUMENTATION REQUIREMENTS.

A. <u>Data Entry Into County's MIS System</u>. 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 annual update of the CalOMS treatment data on the anniversary of client's admission to the Program (for clients in the same treatment service for one year or more), and when the client is discharged from the treatment service.

B. <u>Comprehensive ASAM Multidimensional Assessment</u>. No later than ten (10) days after receipt of initial client referral, 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. <u>Treatment Plan</u>. No later than thirty (30) days after client admission into Program, Contractor shall complete a Treatment Plan. The provider 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 updated every ninety (90) days or more frequently as determined medically necessary. The treatment plan will be consistent with the qualifying diagnosis and will be signed by the client, the counselor, and/ or LPHA, or the Medical Director. The treatment plan and updates must 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 the Provider 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 should be present on the treatment plan;
9. If documentation of a client's physical examination, which was performed during the prior twelve months, indicates a client has a significant medical illness, a goal that the client obtains appropriate treatment for the illness shall be included on the treatment plan;
10. Individualization based on engaging the client in the treatment planning process; and
11. Treatment planning must conform to DMC Regulations as defined in Title 22, CCR Section 51341.1(h) (2).

D. <u>Additional Documentation Requirements</u>. Contractor must comply with all additional documentation requirements pursuant to Title 22 Section 51303 and 51341.1 and DMC-ODC Standard Terms and Conditions (STCs).

XIII. Delete <u>Exhibit A-5</u> Statement of Work: ADP (Residential Treatment Services), <u>Section 3 (Services)</u> and replace it with the following:

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.

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. <u>Requirements Applicable to All Residential Services (ASAM Level 3.1).</u>

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 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.

D. <u>Case Management Services</u>.

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 *Department Policy #7.008 Drug Medi-Cal Organized Delivery System (DMC-ODS) Case Management.*

E. 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.

F. 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.

G. 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.

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. 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.

J. 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.

K. 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.

XIV. Delete Exhibit A-5 Residential Treatment Services, Section 5 (Referrals) and replace with the following:

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;
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; and
4. For perinatal clients, medical documentation that substantiates the client's pregnancy and the last day of pregnancy.

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 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.

XV. Delete Exhibit A-5 Residential Treatment Services, Section 6 (Admission Process) and replace with the following:

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 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.

XVI. Delete Exhibit A-5 Residential Treatment Services, Section 8 (Documentation Requirements) and replace with the following:

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, the counselor, and/or LPHA or 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 the Contractor and/or client to accomplish identified goals;
4. Target dates for accomplishment of action 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;
10. Individualization based on engaging the client in the treatment planning process; and
11. 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).
4. Perinatal clients may receive lengths of stay up to the length of the pregnancy and postpartum period (60 days after the pregnancy ends), if determined to be medically necessary.

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).

XVII. Delete Exhibit A-5 Residential Treatment Services, Section 9 (Discharges) and replace with the following:

9. DISCHARGES.

A. **Discharge Planning Required.** Contractor shall provide discharge planning for clients prior to discharge or referral into another level of care ensures 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 may be 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.*

XVIII. Delete Exhibit A-7 (MHS General Provisions), Section 1 (Performance) and replace with the following:

1. PERFORMANCE.

A. Contractor shall adhere to all applicable County, State, and Federal laws, including the applicable sections of the state Medicaid plan and waiver, in the performance of this Agreement, including but not limited to the statutes and regulations referenced therein and those set forth below. Contractor shall comply with any changes to these statutes and

regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. Contractor's performance shall be governed by and construed in accordance with the following:

1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan ("MHP") (Contract No. 17-94613) between the County Department of Behavioral Wellness and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including but not limited to subparagraphs C and F of the MHP, Exhibit E, Paragraph 7, and the applicable provisions of Exhibit D(F) to the MHP referenced in Paragraph 19.D of this Exhibit;
2. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at www.countyofsb.org/behavioral-wellness;
3. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
4. All applicable Medicaid laws and regulations, including applicable sub-regulatory guidance and contract provisions;
5. California's Mental Health Services Act;
6. California Code of Regulations Title 9, Division 1; and
7. 42 C.F.R. § 438.900 *et seq*. requiring provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.

B. Contractor shall be at all times currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider disclosure, screening, and enrollment requirements of 42 CFR part 455, subparts B and E.

XIX. Delete Exhibit A-7 (MHS General Provisions), Section 16 (Training Requirements) and replace with the following:

16. TRAINING REQUIREMENTS.

A. Contractor shall ensure that all staff providing services under this Agreement complete mandatory trainings, including through attendance at County-sponsored training sessions as available. The following trainings must be completed at hire and annually thereafter:

1. HIPAA Privacy and Security;
2. Consumer and Family Culture;
3. Behavioral Wellness Code of Conduct;
4. Cultural Competency;
5. County Management Information System (MIS), including the California Outcomes Measurement System (CalOMS) Treatment for service staff who enter data into the system;
6. Applicable evidence-based treatment models and programs as agreed between Contractor and County in writing; and

7. Mental Health Services Act (MHSA) (one time training).

B. Training Requirements for Mental Health Staff who provide direct service/document in Clinician's Gateway.

The following trainings must be completed at hire and annually thereafter:

1. Clinician's Gateway (one time upon hire);
2. Documentation; and
3. Assessment and Treatment Plan.

XX. Exhibit A-7 (MHS General Provisions), add Subsection R (Client Service Plan) to Section 17 (Additional Program Requirements) as follows:

R. Client Service Plan. Contractor shall complete a Client Service Plan and assessment for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual http://countyofsb.org/behavioral-wellness/asset.c/5670.

XXI. Delete Exhibit A-8 (Statement of Work: MHS Carpinteria START), Section 3 (Services) and replace with the following:

3. SERVICES. Contractor shall provide the following services to students enrolled at all schools within the Carpinteria Unified School District (CUSD):

A. Contractor shall operate an office at each campus to allow clients the opportunity to voluntarily seek mental health counseling as they so choose;

B. Contractor shall provide the following mental health services, as needed, to Program clients:

1. **Assessment/Reassessment.** Assessment is designed to evaluate the current status of a client's mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the client's clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures, as defined in Title 9 CCR Section 1810.204.

   i. Contractor shall complete the Child & Adolescent Needs & Strengths (CANS) for each client. The CANS must be administered by trained clinical staff (County/CBO) at:

      a. Intake;

      b. Every 6 months thereafter; and

      c. Discharge.

   ii. The CANS must be shared with CWS/Probation with a Release of Information for open Child Welfare Services/Probation clients.

   iii. Annual training and certification of clinicians is required for use of the CANS. In order to be certified in the CANS, clinicians must demonstrate reliability on a case vignette of 0.70 or greater. Online training and certification is provided at www.canstraining.com.

   iv. CANS must be reported on the CBO Quarterly Reports to include the percentage of completed CANS with the expectation of 100% and the positive change in at least half (3 out of 6) of the following CANS domains:

a. Functioning;

b. School;

c. Behavioral/Emotional;

d. Strength Behavior;

e. Risk Behavior; and

f. Caregiver Needs and Strengths.

v. The Contractor shall oversee completion of the Pediatric Symptom Checklist (PSC) to be completed by the child's parent/guardian at:

a. Intake;

b. Every 6 months thereafter; and

c. Discharge.

vi. Contractor shall report on the CBO quarterly report the percentage of parents/guardians completing the PSC, with an expectation that 100% of all parents complete the document at intake and every 6 months.

2. **Case Management.** Services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.

3. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the mental health needs of the client in terms of achieving the goals of the client's Client Service Plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1.

   Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s) in achieving the goals of the client plan. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.

4. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, for or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to, assessment, collateral, and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements as defined in Title 9 CCR Sections 1840.338 and 1840.348.

Crisis intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.

5. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring and recording the client's progress, as defined in Title 9 CCR Section 1810.232.

6. **Rehabilitation.** A service activity that includes, but is not limited to, assistance, ~~in~~ improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 CCR Section 1810.243.

7. **Therapy.** Therapy is a service activity of therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.

C. Contractor shall provide Secondary Prevention/Early Intervention services which are designed to come between a substance user and their actions in order to modify behavior. It includes a wide spectrum of activities ranging from user education to formal intervention and referral to appropriate treatment/recovery services. The service aims to encourage those individuals in need of treatment to undergo such treatment.

XXII. Delete <u>Exhibit A-8</u> MHS Statement of Work: Carpinteria START, <u>Section 8 (Staffing Requirements)</u> and replace with the following:

8. STAFF REQUIREMENTS. Contractor shall adhere to the Program staffing requirements outlined below, unless otherwise approved by Behavioral Wellness in writing. Amendments to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees.

A. Contractor, in partnership with Family Service Agency (FSA), shall provide direct staff for the START Teams.

B. Contractor shall provide a total of:

1. 2.6 FTE Counselors who shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR Section 1810.223 and 1810.254 and below in subdivisions i and ii. or Qualified Mental Health Workers (QMHW) as described below in subdivision iii or interns and trainees as described below in subdivision iv.:

    i. Licensed mental health professional under Title 9 CCR Section 1810.223 includes:

        a. Licensed physicians;

        b. Licensed psychologists;

        c. Licensed clinical social workers;

        d. Licensed marriage and family therapists;

        e. Licensed psychiatric technicians;

        f. Registered Nurses; and

        g. Licensed Vocational Nurses.

ii.. Waivered/Registered Professional under Title 9 CCR Section 1810.254 includes an individual who has:

a. A waiver of psychologist licensure issued by the Department; or

b. Registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure;

iii. **Qualified Mental Health Workers (QMHW)** is assigned to the job classification of Case Worker within the County and meets the education requirements as an "Other Qualified Provider." The employment standards for a QMHW are set at the discretion of the County. A QMHW qualifies for the position by meeting one of the following employment standards:

a. Possession of a B.A. degree in social or behavioral sciences, including psychology, social work or sociology, and six (6) months of experience performing work on a full-time basis providing client care in a mental health setting; or

c. Possession of a high school diploma or equivalent degree and two (2) years of experience performing work on a full-time basis providing client care in a mental health setting and/or support services to mental health clients and their families.

iv. **Interns and Trainees.** Contractor may utilize interns or trainees as staff to provide services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and as follows:

a. Graduate student Interns/Trainees under the direct supervision of Contractor's licensed, registered or waivered Mental Health clinician; and

b. Interns/Trainees who have graduated and are in the 90-day period prior to obtaining their associate number, if a Livescan is provided by the Contractor.

C. Training.

1. Contractor staff shall be trained and skilled at working with persons with serious mental illness (SMI), shall adhere to professionally recognized best practices for rehabilitation assessment, service planning, and service delivery, and shall become proficient in the principles and practices of Integrated Dual Disorders Treatment.

2. Within 30 days of the date of hire, Contractor shall provide training relevant to working with high risk mental health clients.

D. Contractor staff hired to work directly with clients shall have competence and experience in working with clients at high risk for acute inpatient or long-term residential care.

E. Contractor shall conduct a check of all clinical and support staff against Centers for Medicare & Medicaid Services (CMS) Exclusions List and staff found to be on this list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal.

XXIII. Delete Exhibit B MHS Financial Provisions, Section III. (Operating Budget and Provisional Rate) and replace it with the following:

II. Operating Budget and Provisional Rate)

A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs of net revenues as described in this Exhibit B-MH, Section IV (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Contractor shall request, in advance, approval from County for any budgetary changes. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. For recurring contracts, the Provisional Rate shall be established by using the historical data from prior fiscal periods. The Provisional Rate for all new contracts will be based on actual cost or the County Maximum Allowable rate. Quarterly, or at any time during the term of this Agreement, Behavioral Wellness Director or designee shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues and the volume of services provided in prior quarters.

XXIV. Delete Exhibit B MHS Financial Provisions, Section IV. (Accounting for Revenues), Subsection A (Accounting for Revenue) and replace it with the following:

IV. ACCOUNTING FOR REVENUES

A. Accounting for Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and any other revenue, interest, and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget. Contributions designated in Exhibit B-1-MH shall be offset from invoices and the annual cost report, unless otherwise negotiated with the County and approved in writing.

XXV. Delete Exhibit B MHS Financial Provisions, Section VI (Billing and Payment Procedures and Limitations), Subsection A. (Submission of claims and Invoices) and Subsection E. (Withholding of Payment for Unsatisfactory Clinical Documentation) and replace it with the following:

VI. Billing and Payment Procedures and Limitations.

A. Submission of Claims and Invoices.

1. Submission of Claims and Invoices for Medi-Cal Services. Services are to be entered into the Clinician's Gateway System based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall

provide to Contractor a report that: i) summarizes the Medi-Cal UOS approved to be claimed for the month, multiplied by the provisional rate in effect at the time of service, ii) states the amount owed by County, and iii) includes the Agreement number. Contractor shall review the report and indicate concurrence that the report will be the basis for Contractor's provisional payment for the month. Contractor shall indicate concurrence within two (2) business days electronically to the County designated representative or to:

financecbo@co.santa-barbara.ca.us
Santa Barbara County Department of Behavioral Wellness
ATTN: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110 –1316

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

2. Submission of Claims and Invoices for Non Medi-Cal Services. Contractor shall submit a written invoice within 15 calendar days of the end of the month in which non-Medi-Cal services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, including the provisional Medi-Cal payment as described in VI.A.1 of this Exhibit B MH, as appropriate, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Invoices shall be delivered to the designated representative or address described in Section VI.A.1 (Submission of Claims and Invoices for Medi-Cal Services) of this Exhibit B MH. Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts.

3. The Program Contract Maximums specified in Exhibit B-1 MH and this Exhibit B MH are intended to cover services during the entire term of the Agreement, unless otherwise specified in the Exhibit A(s) to this Agreement (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

The Behavioral Wellness Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. County shall make provisional payment for approved claims within thirty (30) calendar days of the generation of said claim(s) and invoice by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

E. Withholding of Payment for Unsatisfactory Clinical Documentation. Behavioral Wellness Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State, and County written standards. County may also deny payment for services that are provided without a current client service plan.

XXVI. Delete Exhibit B MHS Financial Provisions, Section VIII (Cost Report), Subsection D (Audited Financial Reports) and replace it with the following:

VII. COST REPORT

D. Audited Financial Reports: Contractor is required to obtain an annual financial statement audit and submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.

XXVII. Delete Exhibit B MHS Financial Provisions, Section VIII (Pre-audit Cost Settlements), Subsection A (Pre-audit Cost Report Settlements) and replace it with the following:

VIII. Pre-audit Cost Settlements.

A. Pre-audit Cost Report Settlements. Based on the original and final/reconciled Annual Cost Report(s) submitted pursuant to this Exhibit B MH Section VII (Cost Reports) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the County will perform pre-audit cost report settlement(s). Such settlements will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable Federal and/or State programs. In no event shall the settlement exceed the maximum amount of this Agreement. Settlement for services shall be adjusted to the lower of:

1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board, unless the Contractor is a Nominal Fee Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management, and 24-hour services.
2. The Contractor's actual costs.
3. The County Maximum Allowable rate, unless Director or designee approves in writing in the year-end cost settlement, that use of the County Maximum Allowable rate was waived for settlement purposes.

XXVIII. Delete Exhibit B-1 ADP Schedule of Rates and Contract Maximum FY 18-19 and replace with the following:

EXHIBIT B-1- ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A2 through A-6 for FY 18-19)

Exhibit B-1
Schedule of Rates and Contract Maximum

CONTRACTOR NAME: CADA- Council on Drug and Alcoholism and Drug Abuse — **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 Outpatient Treatment	15 Minute Unit	91	91	23,100	434
		15	ODS Case Management	15 Minute Unit	93	93	6,766	78
		15	ODS Physician Consultation	15 Minute Unit	94	94	361	4
		15	ODS Recovery Services	15 Minute Unit	95	95	4,688	54
		15	ODS Non-NTP Medically Assisted Treatment (MAT)	15 Minute Unit	99	99	361	4
		10	ODS Intensive Outpatient Treatment (IOT)	15 Minute Unit	105	105	3,135	9
	Residential	5	Level 3.2 Withdrawal Management	Bed Day	109	109	1,314	35
		5	Level 3.1 Residential Treatment	Bed Day	112	112	1,971	35

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
		15	ODS Recovery Services Monitoring	15 Minute Unit	98	98	$33.81
		15	ODS Non-NTP Medically Assisted Treatment (MAT)	15 Minute Unit	99	99	$141.59[1]
		15	ODS Non-NTP MAT - Buprenorphine-Naloxone Combination Product	Dose	100	100	$20.10
		15	ODS Non-NTP MAT - Disulfiram	Dose	101	101	$7.36
		15	ODS Non-NTP MAT - Acamprosate	Dose	104	104	$0.00[1]
		10	ODS Intensive Outpatient Treatment (IOT)	15 Minute Unit	105	105	$31.02
	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
Non - Drug Medi-Cal Billable Services	Primary Prevention	N/A	Information Dissemination	Hours	N/A	12	Actual Cost
			Alternatives	Hours	N/A	14	Actual Cost
			Community-Based Process	Hours	N/A	16	Actual Cost
			Environmental	Hours	N/A	17	Actual Cost
	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									
	Project Recovery	Project Recovery - Perinatal	Daniel Bryant Youth & Family Treatment Center	CADA Santa Maria	ODS Non-NTP Medically Assisted Treatment (MAT)	Residential Treatment - Start Up	Residential Treatment	Recovery Residence	SAPT & Friday Night Live / Club Live	TOTAL
	December 1, 2018 to June 30, 2019									
GROSS COST:	$ 1,014,378	$ 153,219	$ 896,919	$ 159,927	$ 51,103	$ -	$ 916,353	$ -	$ 150,681	$ 3,342,580
LESS REVENUES COLLECTED BY CONTRACTOR:										
PATIENT FEES	$ 92,722		$ 61,000				$ 21,658		$ 5,000	$ 180,380
CONTRIBUTIONS	$ 160,386	$ 13,371	$ 74,519	$ 79					$ 100	$ 248,455
OTHER: GOVERNMENT FUNDING	$ 17,792						$ 30,000		$ 35,581	$ 83,373
OTHER: SCHOOL DISCTRICTS	$ 70,000		$ 120,000	$ 62,500						$ 252,500
OTHER: PRIVATE INSURANCE	$ 20,421		$ 17,811							$ 38,232
OTHER: FUNDRAISING			$ 345,000							$ 345,000
TOTAL CONTRACTOR REVENUES	$ 361,321	$ 13,371	$ 618,330	$ 62,579	$ -	$ -	$ 51,658	$ -	$ 40,681	$ 1,147,940
MAXIMUM (NET) CONTRACT AMOUNT PAYABLE :	**$ 653,057**	**$ 139,848**	**$ 278,589**	**$ 97,348**	**$ 51,103**	**$ -**	**$ 864,695**	**$ -**	**$ 110,000**	**$ 2,194,641**
SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**										
Drug Medi-Cal	$ 257,424	$ 77,499	$ 88,029	$ 48,411	$ 22,173		$ 254,957			$ 748,493
Realignment/SAPT - Discretionary	$ 96,921					$ 71,087	$ 88,450	$ 57,604		$ 314,062
Realignment/SAPT - Perinatal		$ 4,079								$ 4,079
Realignment/SAPT - Adolescent Treatment			$ 45,999	$ 4,800						$ 50,799
Realignment/SAPT - Primary Prevention									$ 64,167	$ 64,167
CalWorks[2]								$ 5,000		$ 5,000
Other County Funds			$ 6,980	$ 3,575			$ 9,782			$ 20,337
FY18-19 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	**$ 354,345**	**$ 81,578**	**$ 141,008**	**$ 56,786**	**$ 22,173**	**$ 71,087**	**$ 353,189**	**$ 62,604**	**$ 64,167**	**$ 1,206,937**
FY19-20 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	**$ 653,057**	**$ 139,848**	**$ 278,589**	**$ 97,348**	**$ 51,103**	**$ -**	**$ 864,695**	**$ -**	**$ 110,000**	**$ 2,194,641**
FY20-21 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	**$ 653,057**	**$ 139,848**	**$ 278,589**	**$ 97,348**	**$ 51,103**	**$ -**	**$ 864,695**	**$ -**	**$ 110,000**	**$ 2,194,641**
GRAND TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	**$ 1,660,459**	**$ 361,274**	**$ 698,186**	**$ 251,482**	**$ 124,379**	**$ 71,087**	**$ 2,082,580**	**$ 62,604**	**$ 284,167**	**$ 5,596,219**

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.
[1]Cost of Naltrexone tablets and Acamprosate dose is bundled in the rate for ODS Non-NTP Medically Assisted Treatment (MAT).
[2]Rate based on approved costs.

XXIX. Delete Exhibit B-1 MHS Schedule of Rates and Contract Maximum FY 19-20 and FY 20-21 and replace with the following:

EXHIBIT B-1 - MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A8 for FY 19-20)

EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: **Council on Alcoholism and Drug Abuse** **FISCAL YEAR:** **2019-2020**

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate(4)
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	$2.51
			Collateral	Minutes	10	$3.25
			*MHS- Assessment	Minutes	30	$3.25
			MHS - Plan Development	Minutes	31	$3.25
			*MHS- Therapy (Family, Individual)	Minutes	11, 40	$3.25

	PROGRAM					TOTAL
	Carpinteria START					
GROSS COST:	$ 132,958					$132,958
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES						$ -
CONTRIBUTIONS						$ -
OTHER (LIST): Government Funding	$ 23,976					$ 23,976
TOTAL CONTRACTOR REVENUES	$ 23,976	$ -	$ -	$ -		$ 23,976
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	**$ 108,982**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 108,982**
SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)	$ 65,389					$ 65,389
NON-MEDI-CAL						$ -
SUBSIDY	$ 43,593					$ 43,593
OTHER (LIST):						$ -
TOTAL SOURCES OF FUNDING:	**$ 108,982**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 108,982**

CONTRACTOR SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

(1) Additional services may be provided if authorized by Director or designee in writing.

(2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.

(4) CMA does not apply to FY19-20.

* MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waivered Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waivered Mental Health clinician.

EXHIBIT B-1 - MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A8 for FY 20-21)

EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: **Council on Alcoholism and Drug Abuse** **FISCAL YEAR:** **2020-2021**

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate(4)
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	$2.58
			Collateral	Minutes	10	$3.33
			*MHS- Assessment	Minutes	30	$3.33
			MHS - Plan Development	Minutes	31	$3.33
			*MHS- Therapy (Family, Individual)	Minutes	11, 40	$3.33

	PROGRAM					TOTAL
	Carpinteria START					
GROSS COST:	$ 132,958					$132,958
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES						$ -
CONTRIBUTIONS						$ -
OTHER (LIST): Government Funding	$ 23,976					$ 23,976
TOTAL CONTRACTOR REVENUES	$ 23,976	$ -	$ -	$ -		$ 23,976
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	**$ 108,982**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 108,982**
SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)	$ 65,389					$ 65,389
NON-MEDI-CAL						$ -
SUBSIDY	$ 43,593					$ 43,593
OTHER (LIST):						$ -
TOTAL SOURCES OF FUNDING:	**$ 108,982**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 108,982**

CONTRACTOR SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

(1) Additional services may be provided if authorized by Director or designee in writing.

(2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.

(4) Director or designee may increase or remove the CMA based on operating needs. Modifications to the CMA do not alter the Maximum Contract Amount and do not require an amendment to the contract.

* MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waivered Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waivered Mental Health clinician.

XXX. Add Exhibit B-3 ADP Sliding Fee Scale FY 20-21 as follows:

EXHIBIT B-3 ADP

SLIDING FEE SCALE FY 2020-2021

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.

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

XXXI. All other terms remain in full force and effect.

SIGNATURE PAGE

Third Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Council on Alcoholism and Drug Abuse**.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Agreement for Services of Independent Contractor to be effective on July 1, 2020.

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:
COUNCIL ON ALCOHOLISM AND DRUG ABUSE

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, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: _____
Risk Manager