_____
Agreement Number

COUNTY OF MONTEREY
DEPARTMENT OF HEALTH
SUBSTANCE USE DISORDER
SERVICE CONTRACT

_____
COUNTY Department Contract Representative
Elsa M. Jimenez, MPH
Director of Health
1270 Natividad Road, Salinas, CA 93906

This Agreement is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter "COUNTY," and _____, a voluntary health and welfare agency exempt from Federal taxation under Internal Revenue Code Section 501 (c) (3), hereinafter referred to as "CONTRACTOR", for the purpose of: **providing covered Drug Medi-Cal Organized Delivery System (DMC-ODS) services for substance use disorder (SUD) treatment in the CONTRACTOR's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14021.51–14021.53 and 14124.20–14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&I Code), Part 438 and 455 of the Code of Federal Regulations (hereinafter referred to as 42 CFR 438), and the Special Terms and Conditions (STCs) of the DMC-ODS waiver (**Exhibit A Attachment I- DMC-ODS Exhibit B- ODS 2022-2023.pdf (ca.gov)**)**

RECITALS:

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

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

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

3. WHEREAS CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all federal,

State of California (State), State Department of Healthcare Services (DHCS) and local laws, regulations, rules, and guidelines pertaining to the provision of substance use disorder services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. SERVICES TO BE PROVIDED

COUNTY hereby engages CONTRACTOR to perform and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are summarized as follows: **Provide Drug/Medi-Cal- Organized Delivery System (DMC-ODS) Substance Use Disorder (SUD) treatment services.**

2. CONTRACT ADMINISTRATION

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

3. PERFORMANCE STANDARDS AND COMPLIANCE

3.1 Performance standards. CONTRACTOR shall meet the contracted level of service and the specified performance standards as set forth in this Agreement and in all applicable Drug Medi-Cal regulations, state plans and waivers.

3.2 Compliance with terms of State and/or Federal grants. This Agreement has been or will be funded with monies received by the COUNTY pursuant to a contract with the state or federal government in which the COUNTY is the grantee of the Drug Medi-Cal plan for Monterey County Medi-Cal beneficiaries with covered substance abuse conditions. CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, COUNTY will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

3.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees and subcontractor performing services under this Agreement are specially, trained, experienced, competent, and appropriately licensed and/or certified to perform the work and deliver the services required under this Agreement. All personnel providing services shall maintain active Drug Medi-Cal provider certification by the appropriate state entity throughout the term of this Agreement.

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

licensed personnel shall be performed in accordance with such licensing requirements and state Medi-Cal provider certification.

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

3.6 Contract Monitoring and Quality Control. COUNTY shall monitor services provided under this Agreement to evaluate the effectiveness, quality, appropriateness and timeliness of services provided. The DIRECTOR shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The procedure utilized to monitor the Agreement will be as follows:

3.6.1 The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") plan and all applicable state and federal beneficiary protection, quality improvement and financial integrity requirements.

3.6.2 CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting, as stipulated in the Cost Reporting/Data Collection ("CR/DC") Manual, are subject to special review and audit.

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

4. EXHIBITS

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

EXHIBIT A	PROGRAM DESCRIPTION
EXHIBIT B	PAYMENT AND BILLING PROVISIONS
EXHIBIT C	BEHAVIORAL HEALTH PLAN SUD INVOICE
EXHIBIT D	CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT E	ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT F	ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY'S CULTURAL COMPETENCY POLICY
EXHIBIT G	BUSINESS ASSOCIATE AGREEMENT
EXHIBIT H	BUDGET AND EXPENDITURE REPORT
EXHIBIT I	AUDITS AND AUDIT APPEALS

5. TERM AND TERMINATION

5.1 Term. This Agreement shall be effective _____ and shall remain in effect until _____, unless sooner terminated pursuant to the terms of this Agreement.

5.2 Termination.

5.2.1 Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided before the date of termination.

5.2.2 Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures and financial integrity requirements;
2. CONTRACTOR'S failure to abide by Grievance decisions;
3. CONTRACTOR'S failure to meet COUNTY qualification criteria;
4. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period.
5. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
6. CONTRACTOR loses its licensure or certification;
7. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
8. Breach by CONTRACTOR of any confidentiality obligation;
9. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
10. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;
11. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
12. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
13. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or

breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

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

5.3.1 CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

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

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

5.3.4 Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Exhibit D to this Agreement, HIPAA and PHI in accordance with Exhibit G to this Agreement, indemnification described in Section 8.1 to this Agreement, professional liability insurance described in Section 8.4.1 to this Agreement, and access to and audit of records described in Section 19 to this Agreement, and in accordance with all applicable laws; and

5.3.5 CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

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

6. TERMINATION FOR REDUCTION OF GOVERNMENT FUNDING

6.1 This Agreement is made with the understanding that the State and/or Federal Governments are providing and will continue to provide funds to COUNTY so that COUNTY can make the payments to CONTRACTOR under this Agreement. The funds identified for the fiscal years are subject to increase or decrease dependent upon the availability of the appropriations by the State Legislature and the Federal Government or tax transfers made by the State Controller. Increases or decreases in the amount COUNTY allocates to the CONTRACTOR as identified in Exhibit B will require a written amendment to this Agreement in accordance with Section 27.

6.2 Notwithstanding any other provision of this Agreement, if the State or Federal Government terminates or reduces its funding to the COUNTY for services that are to be

provided under this Agreement, COUNTY in its sole and absolute discretion, after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR, effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, it is mutually agreed that the Agreement may be amended to reflect any reduction in funding in Exhibit B, in accordance with Section 27.

7. INDEPENDENT CONTRACTOR STATUS

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

8. INDEMNIFICATION AND INSURANCE

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

8.2 Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the COUNTY upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of

the CONTRACTOR.

8.3 Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.

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

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

8.4.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over $100,000 or if not less than $500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is $100,000 and less.

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

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

8.5 Other Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

8.5.1 Each liability policy shall provide that the COUNTY shall be given notice in

writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

8.5.2 *Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.*

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

8.5.4 CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Analyst and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Sections 5 and 6, for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section Five (5).

9. NONDISCRIMINATION

9.1 Non-Discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate or engage in unlawful harassment against applicants, employees, or recipients of services because of actual or perceived sex, gender, sexual orientation, gender identity or expression, race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical (including HIV and AIDS) or mental disability or genetic information, veteran's, or other legally protected status, or because of association with a person or group with one or more of these actual or perceived characteristics, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. During the performance of this Agreement, CONTRACTOR also shall not retaliate against such persons because they have asserted their rights under the law. The

provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination.

9.2 Discrimination Defined. The terms "discrimination," "harassment," and "retaliation," as used in this Agreement, are the same terms used in Monterey County Code, Chapter 2.80, the Civil Rights Ordinance, and the COUNTY's Nondiscrimination Policy and COUNTY Sexual Harassment Policy, adopted January 9, 2018.

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

9.4 Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit unlawful discrimination, harassment, and/or retaliation including, but not limited to, the following:

9.4.1 California Code of Regulations, Title 9, §§ 526, 527;

9.4.2 California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;

9.4.3 California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;

9.4.4 Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);

9.4.5 Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;

9.4.6 Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);

9.4.7 Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.

9.4.8 California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

9.4.9 Title IX of the Education Amendments of 1972 (regarding education programs and activities).
9.4.10 Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
9.4.11 The Age Discrimination Act of 1975
9.4.12 Age Discrimination in Employment Act (29 CFR Part 1625)
9.4.13 The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
9.4.14 When applicable, Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment and under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

9.5 Written Assurances. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations. CONTRACTOR shall have a written assurance that their treatment programs are accessible to people with disabilities. In addition, CONTRACTOR shall post in conspicuous place notices available to all employee and clients for employment setting forth the provisions of the Equal Opportunity Act.

9.6 Written Statement of Nondiscrimination Policies. CONTRACTOR shall maintain a written statement of its nondiscrimination policies that shall be consistent with the terms of this Agreement. Such statement shall be posted and be available to employees, recipients of services, and members of the public, upon request. In addition, the clients' rights statement provided by CONTRACTOR shall inform recipients of services of CONTRACTOR'S nondiscrimination policies, including The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse and the right to file a complaint alleging discrimination or a violation of civil rights, and the right to be free from unlawful discrimination, harassment, and retaliation.

9.7 Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

9.8 Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any State agency providing funds for this Agreement upon reasonable notice at any time

during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

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

10. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

10.1 CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and comply with 42 CFR 438.206(c)(2).

10.2 CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

10.3 Information Access for Individuals with Limited English Proficiency
CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

10.4 For the purposes of this Section, "access" is defined as the availability of medically necessary substance use disorder services in a manner that promotes and provides the opportunity for services and facilitates their use.

11. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

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

11.2 CONTRACTOR shall comply with all the necessary COUNTY and State licensing and certification requirements and shall obtain appropriate licenses for mode of service and display the same in a public location that is reasonably conspicuous. CONTRACTOR shall maintain applicable certification by the State Department of Health Care Services (DHCS) for mode of service and comply with appropriate COUNTY or State service standards. CONTRACTOR shall have and maintain a valid fire clearance at the specified service delivery sites where direct services are provided to clients.

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

- Health and Safety Code, Division 10.5;
- Title 9, California Code of Regulations (CCR), Division 4; and language specifically pertaining to the Substance Abuse and Crime Prevention Act: Sections 9530(f)(k)(2), 9532(b)(1), 9535(e), 9545(a)(b)(d)(e)(g) and (h);
- Government Code, Article 1.7, Federal Block Grants, Chapter 2, Part 2, Division 4, Title 2, commencing at Section 16366.1;
- Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- Title 42, United State Code (USC); Section 300x-5; Reports and Audits for Block Grants;
- Block Grant [Public Law 102-321 (Title 42, USC, commencing at Section 1010];
- Block Grant [Public Law 103-227 (pro-Children Act of 1994];
- Block Grant [Public Law 107-116;
- Single Audit Act of 1984 (Public Law 98-502) and the Signal Audit Act Amendments of 1996 (Public Law 104-156) and corresponding OMB Circular A-133 (Revised June 30, 1997); and
- Title 45 Code of Federal Regulations (CFR), Part 84, Section 84.7 and Part 96 Subparts B, C, and L, Substance Abuse Prevention and Treatment Block Grant.
- Title 21 CFR, Part 291 (Food and Drug Administration Requirements for Narcotic Treatment Programs)
- Title 21 CFR, Part 1300 (Drug Administration Requirements for Food and Drugs)
- State Administrative Manual, Chapter 7200

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

- Health and Safety Code (HSC), Sections 11987.3 and 11987.5(b) and (c) and Sections 11758.40 through 11758.47

- Welfare and Institutions Code (W&IC), Chapter 7, Sections 14000, et seq., and 11987.5(b) and (c) and Sections 11758.40 through 11758.47
- 42 USC 1396(a)(30-33) and Title 42, Code of Federal Regulations, Sections 456.2 through 456.6 inclusive.
- Title 21 Code of Federal Regulations (CFR) Parts 291 and 1300, et seq. And CCR, Title 9, Sections 10,000, et seq.;
- Balanced Budget Act of 1997
- Title 22, California Code of Regulations, Sections 51341.1, 51490.1 and 51516.1;
- Title 9, CCR, Division 4 and Chapter 5, Sections 10500, et seq.;
- Drug Medi-Cal Certifications Standards for Substance Abuse Clinics;
- Standards for Drug Treatment Programs; and
- In instances where inconsistencies occur, the provisions of Title 22, California Code of Regulations shall apply.

11.5 Other provisions.

11.5.1. California Department of Health Care Services Youth Treatment Guidelines. CONTRACTORS providing youth treatment services shall comply with the requirements for youth programs as contained in "Youth Treatment Guidelines 2020" until such time new Youth Treatment Guidelines are established and adopted. The Youth Treatment Guidelines may be found on the DHCS Website: Adolescent Best Practices Guide OCTOBER 2020 (ca.gov)

11.5.2. Perinatal Network Guideline Requirements. CONTRACTORS providing Perinatal Program services shall comply with the requirements as contained in "Perinatal Services Network Guidelines FY 2018-19" until such time new Perinatal Services Network Guidelines are established and adopted. The Perinatal Services Network Guidelines may be found on the DHCS Website:
PPG FY 18-19 FINAL (ca.gov)

11.5.3 Medicaid Managed Care Plan. CONTRACTORs providing substance use disorder services shall comply with the requirements contained in the Medicaid Managed Care Plan. The policy may be found on the Monterey County Behavioral Health QI website at: http://qi.mtyhd.org/wp-content/uploads/2014/09/108-Medicaid-Managed-Care-Plan.pdf

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

12. COMPLIANCE WITH STATE DHCS DRUG MEDI-CAL WAIVER REGULATIONS

12.1 The parties shall comply with all applicable State DHCS Drug Medi-Cal Waiver Substance Use Disorder Program laws and regulations including applicable sub-regulatory guidance, such as Behavioral Health Information Notices, Mental Health SUDS Information Notices, and provisions of COUNTY's state or federal contracts governing client services in performing the work and providing the services specified in this Agreement.

12.2 CONTRACTOR shall fully participate in the California Outcome Measurement (CalOMS) for treatment services; the Drug and Alcohol Treatment Access Report (DATAR), and any other data collection systems required by the COUNTY or the State Department of Health Care Services, Substance Use Disorder Program Division. Contractors receiving Substance Abuse Block Grant (SABG) funds for Prevention Services shall fully participate in the Primary Prevention Services data collection system required by the COUNTY or the State Department of Health Care Services, Substance Disorder Program Policy and Fiscal Division Prevention and Family Services Section.

CONTRACTOR shall ensure that all data stored or submitted to the COUNTY, DHCS or other data collection sites is accurate and complete.

12.2.1 California Outcomes Measurement System Treatment (CalOMS Tx). CalOMS Tx data shall be submitted by CONTRACTOR to DHCS via electronic submission within 45 days from the end of the last day of the report month. This data shall be submitted during this time frame.

12.2.2 Drug and Alcohol Treatment Access Report (DATAR). DATAR data shall be submitted by CONTRACTOR as specified by COUNTY, either directly to DHCS or by other means established by COUNTY, by the 10th of the month following the report activity month.

12.2.3 Substance Abuse and Prevention Treatment Block Grant (SABG) Funding reporting. Contractors providing services to beneficiaries in counties using SABG funds will collect and report performance data to COUNTY monthly.

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

12.4 Child Support Compliance Act

CONTRACTOR acknowledges that it:

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

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

12.5 Domestic Partners Act

Pursuant to the Public Contract Code 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in

the amount of $100,000 or more with a CONTRACTOR, who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

12.6 IV Drug Use Treatment

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

12.7 Tuberculosis (TB) Treatment

CONTRACTOR shall ensure the following related to Tuberculosis (TB)

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

12.7.2 Reduce barriers to Patients accepting TB treatment; and,

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

12.8 Licensure and Certification. All CONTRACTORs of residential services that are subject to reimbursement from Medicare or Medi-Cal shall be licensed through DHCS and DMC certified, in accordance with applicable laws and regulations. All CONTRACTORs of outpatient or intensive outpatient services that are subject to reimbursement from Medicare or Medi-Cal shall be licensed through DHCS and DMC certified, in accordance with applicable laws and regulations. In signing this Agreement, CONTRACTOR agrees to comply with the following regulations and guidelines:

12.8.1 Title 21, CFR Part 1300.01 through 1301.93 Department of Justice Controlled Substances, Title 42, CFR, Part 8

12.8.2 Drug Medi-Cal Certification Standards for Substance Abuse Clinics

12.8.3 Title 22, CCR, Sections 51341.1, 51490.1 and 51516.1

12.8.4 Standards for Drug Treatment Programs (October 21, 1981)

12.8.5 Title 9, CCR, sections 5100 et seq.

12.8.6 Title 22, CCR, sections 51000 et. Seq.

In the event of conflicts, the most stringent provision shall prevail.

CONTRACTOR acknowledges that if it is under investigation by DHCS or any state, local or federal law enforcement agency for fraud or abuse, the State may suspend temporarily the CONTRACTOR from the DMC program, pursuant to W&IC Section 14043.36(a)

If, at any time, a CONTRACTOR's license, registration, DHCS certification, DMC certification, ASAM certification, approval to operate a substance use disorder abuse treatment program and provide covered services, is revoked, suspended, modified, or not renewed, the COUNTY may amend or terminate this Agreement.

A CONTRACTOR's certification to participate in DMC program(s) shall automatically terminate in the event that the CONTRACTOR or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction

shall include a plea of guilty or nolo contendere.

CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Drug Medi-Cal ODS Waiver services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

CONTRACTOR shall notify COUNTY in writing of any change in organizational name, Head of Service or principal business at least 15 business days in advance of the change. DHCS shall certify CONTRACTOR to participate in the DMC-ODS program. CONTRACTOR cannot reduce or relocate without first receiving approval by DHCS. A DMC certification application shall be submitted to the DHCS Provider Enrollment Division (PED) 60 days prior to the desired effective date of the reduction of covered services or relocation. CONTRACTOR shall be subject to continuing certification requirements at least once every five years. Said notice shall become part of this Agreement upon acknowledgment in writing by the COUNTY, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

CONTRACTOR must immediately notify COUNTY of a change in ownership, organizational status, licensure, or ability of CONTRACTOR to provide the quantity or quality of the contracted services in a timely fashion.

12.9 Access to Services for Persons with Disabilities

To ensure access to persons with Disabilities, the parties shall comply with all applicable State Substance Use Disorder Program laws and regulations in performing the work and providing the services specified in this Agreement including the following:

12.9.1 Americans with Disability Act (ADA)

12.9.2 Section 504 of the Rehabilitation Act of 1973 (Exhibit E)

12.9.3 45 Code of Federal Regulations (CFR), Part 84, Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance

12.9.4 Title 24, California Code of Regulations (CCR), Part 2, Activities Receiving Federal Financial Assistance

12.9.5 Unruh Civil Rights Act California Civil Code (CCC) Sections 51 through 51.3 and all applicable laws related to services and access to services for persons with disabilities (PWD).

12.9.6 Charitable Choice Requirements. No federal funds shall be used by CONTRACTORs to provide direct, immediate or substantial support to any religious activity. CONTRACTORs shall not use funds provided through this contract for inherently religious activities, such as sectarian worship, religious instruction, or proselytization. CONTRACTORs that are religious organizations shall establish a referral process to a reasonably accessible program for clients who may object to the religious nature of the CONTRACTOR's program and CONTRACTORs shall be

required to notify clients of their rights prohibiting discrimination and to be referred to another program if they object to the religious nature of the program at intake. Referrals that were made due to the religious nature of the CONTRACTOR's program shall be submitted annually to the County Alcohol and Drug Administrator by June 30 for referrals made during the fiscal year. CONTRACTOR shall establish such processes and procedures as necessary to comply with the following provisions. Title 43 CFR Part 54 and 54A,

1. 42 CFR Part 54 sections 54.4 – 54.8 (Nondiscrimination and Institutional Safeguards for Religions Providers),
2. SABG Policy Manual, 42 CFR § 54 Charitable Choice: 42 USC 300x-65,
3. 45 Code of Federal Regulations (CFR) §96.122.

12.10 Trafficking Victims Protection Act of 2000 (TVPA)

CONTRACTOR and its employees, subrecipients under this Agreement, and subcontractors employees may not:

12.10.1 Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;

12.10.2 Procure a commercial sex act during the period of time that the Agreement is in effect; and,

12.10.3 Use forced labor in the performance of the award or sub awards under the Agreement.

12.10.4 CONTRACTOR must inform the COUNTY and DHCS immediately of any information CONTRACTOR receives from any source alleging a violation of a prohibition in subparagraph 12.10 (above).

12.11 Force Majeure

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

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of the State DHCS, Substance Use Disorder Program Regulations.

12.12 CONTRACTOR shall comply with all provisions of the contract between the State DHCS and COUNTY, including Special Terms and Conditions which is not attached but is incorporated by this reference, and which is available to CONTRACTOR upon request,

including provisions not specifically set forth in this Agreement.

12.13 Advanced Directive. CONTRACTOR shall comply with all COUNTY policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. § 422.128.

12.14 Transition of Care. CONTRACTOR shall follow COUNTY's transition of care policy in accordance with applicable state and federal regulations, MHSUDS IN 18-051: DMC-ODS Transition of Care Policy, and any BHINs issued by DHCS for parity in SUD and mental health benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

Clients shall be allowed to continue receiving covered DMC-ODS services with an out-of-network provider when their assessment determines that, in the absence of continued services, the client would suffer serious detriment to their health or be at risk of hospitalization or institutionalization. DMC-ODS treatment services with the existing provider (out-of-network) provider shall continue for a period of no more than 90 days unless medical necessity requires the services to continue for a longer period of time, not exceeding 12 months. Specific criteria must be met.

12.15 Advertising Requirements. CONTRACTOR, to protect the health, safety, and welfare of clients with a SUD, shall not use false or misleading advertisement for their medical treatment or medical services as per SB 434 Health and Safety Code § 11831.9 and BHIN 22-022.

12.16 Physical Accessibility. In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, CONTRACTOR must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal clients with physical or mental

13. PERSONNEL

13.1 CONTRACTOR warrants that, during the term of this Agreement, each employee or subcontractor of CONTRACTOR providing the services described in this Agreement satisfies the professional standards and qualifications required by local, state, or federal law.

13.2 Counselor Registration and Certification. CONTRACTOR warrants that, during the term of this Agreement, each employee or subcontractor of CONTRACTOR providing the services described in this Agreement has and maintains in good standing the appropriate registration or certification for Substance Use Disorder (SUD) Counseling from a State of California-approved certifying body. CONTRACTOR shall maintain in a file and within the COUNTY's Electronic Health Records System (EHR), Avatar, available for COUNTY's review during an audit of this Agreement, a copy of the appropriate certification for SUD counseling of each employee or subcontractor providing the services described in this Agreement. Pursuant to Title 9, CCR, Division 4, Chapter 8, §13000, CONTRACTOR staff that provides counseling services shall be certified in SUD Counseling by a State-approved

certifying body. Counseling services include:

13.2.1 Evaluating clients' SUD treatment recovery needs, including ASAM intake placement screening prior to admission, and assessment of need for treatment services at the time of admission;

13.2.2 Developing and updating of a treatment plan or recovery plan;

13.2.3 Implementing the treatment or recovery plan;

13.2.4 Continued assessment and treatment planning;

13.2.5 Individual and group counseling sessions, face-to-face interviews or counseling for families, couples and other individuals significant in the life of the participants; and

13.2.6 Documenting counseling activities, assessment, treatment and recovery planning, clinical reports related to treatment provided, progress notes, discharge plan and discharge summaries and all other beneficiary-related data.

13.3 Pursuant to 45 Code of Federal Regulations (CFR), §96.132(b), the CONTRACTOR shall ensure continuing education is made available to all staff who provide services or activities to Beneficiaries in such services or activities.

13.4 Professional staff must be licensed, registered, certified, or recognized under California State scope of practice statutes. Clinical staff, who are rendering SUD services to Medi-Cal clients on behalf of CONTRACTOR, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to DHCS requirements, the 21st Century Cures Act, and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Licensed Practitioner of the Healing Arts includes: Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), and Licensed Marriage and Family Therapist (LMFT) and license-eligible practitioners working under the supervision of licensed clinicians. CONTRACTOR shall maintain in a file and within the Electronic Health Records System (EHR), Avatar, available for COUNTY's review during an audit of this Agreement, a copy of the appropriate certification for SUD counseling of each employee or subcontractor providing the services described in this Agreement.

13.5 Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any volunteer staff and subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement. CONTRACTOR shall maintain in a file or files, available for COUNTY's review during an audit of this Agreement, documentation of training received.

13.6 CONTRACTOR shall ensure that its personnel, including volunteer staff and subcontractor(s) performing services under this Agreement, shall not engage in conduct that constitutes unprofessional conduct pursuant to Business and Professions Code 4982 and 4992.3 which provides in relevant part: "The board may deny a license or registration or may

suspend or revoke the license or registration of a license or registrant if he or she has been guilty of unprofessional conduct. Unprofessional conduct includes, but is not limited to, the following: " (a) Engaging in sexual relations with a client, or a former client within two years following termination of therapy, soliciting sexual relations with a client, or committing an act of sexual abuse, or sexual misconduct with a client, or committing an act punishable as a sexually related crime, if that act or solicitation is substantially related to the qualifications, functions, or duties of a marriage and family therapist." Section 4992.3 provides in relevant part: The board may deny a license or a registration or may suspend or revoke a license or registration of a licensee or registrant if he or she has been guilty of unprofessional conduct.

13.7 CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used by the CONTRACTOR or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at http://www.opm.gov/oca. SABG Block Grant funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG Block Grant funds.

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

13.9 CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

13.10 Debarment and Suspensions- As required by Executive Order 12549, Debarment and Suspension, certain contracts shall not be made to parties listed on the nonprocurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Executive Order 12549 and 12689). The CONTRACTOR certifies that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department of agency; (b) have not within a three year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or

receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (15)(b) of this certification' and (d) have not within a three-year period preceding this Agreement term had one or more public transactions (Federal, State or Local) terminated for cause or default and where the CONTRACTOR is unable to certify any of the statements in this certification, he/she shall attach an explanation to this Agreement.

13.11 CONTRACTOR shall not employ or contract for services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California State DHCS.

13.11.1 CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

13.11.2 The OIG list is currently found at the following web address: http://exclusions.oig.hhs.gov. The S&I list is currently found at the following web address: http://www.medi-cal.ca.gov/references.asp.

14. CLIENT FEES/REVENUE GENERATION

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

14.1.1 The fee system must be equitable;

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

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

14.1.4 The DIRECTOR must approve the fee system.

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

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

15. RECORDS AND REPORTS

15.1 Maintenance of Records**.** CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

CONTRACTOR shall maintain proper clinical and fiscal records relating to clients served under the terms of this Agreement, as required by the Director, DHCS, and all applicable state and federal statutes and regulations. Client records shall include but not be limited to admission records, diagnostic studies and evaluations, client interviews and progress notes, and records of services provided. All such records shall be maintained in sufficient detail to permit evaluation of the services provided and to meet claiming requirements.

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

Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, CONTRACTOR shall permit authorized COUNTY, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

15.3 Access to Audit Records by Government Agencies. DHCS, Centers for Medicare and Medicaid Services (CMS), the Health and Human Services (HHS) Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the subcontractor, or of the subcontractor's Contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time.

Subcontractors and the CONTRACTOR will make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid beneficiaries.

DHCS, CMS, the HHS Inspector General, the Comptroller General, or their designees' right to audit the subcontractor or CONTRACTOR will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

If the DHCS, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor's Contractor at any time.

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

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

15.6 The CONTRACTOR shall furnish all data and reports required to implement the Client Data System within the COUNTY'S EMR, AVATAR established by the COUNTY. The CONTRACTOR shall submit input reports in the format and timelines as prescribed by the COUNTY.

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

16. CONFIDENTIALITY

16.1 Individual Beneficiary Records. CONTRACTOR shall maintain individual beneficiary records, which includes electronic health records. Such records shall contain all data necessary to prepare any reports reasonably required by the Contact Monitor or his/her designee or by the State DHCS. CONTRACTOR agrees to provide copies of these records to the COUNTY upon request. Unless otherwise provided, CONTRACTOR shall retain all client records for adult beneficiaries for a period of ten (10) years from the expiration of this Agreement or any extension thereof and shall retain all client records for adolescent beneficiaries for a period of ten (10) years beyond the beneficiary's eighteenth birthday. Upon closure of a facility or termination of a modality within a facility, all original client charts associated with the closed facility or terminated modality and other individual beneficiary documentation shall be transferred to COUNTY. Upon termination of the contract, all original client charts and other individual beneficiary documentation shall be transferred to COUNTY.

16.2 CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State documentation and claims certification requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare certified claims for services reports to the State, including treatment plans, records of client interviews, and progress notes.

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

- Title 42, Code of Federal Regulations, Part 2, Sections 2.1 through 2.67, inclusive and 290 dd-2;
- Welfare and Institutions Code Sections 14100.2; Health and Safety Code, Division 10.5, Section 11977; and

– Title 22, California Code of Regulations, Section 51009.

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

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

17. PATIENT RIGHTS

17.1 CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

17.2 As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit E and incorporated by reference as if fully set forth herein.

17.3 CONTRACTOR shall ensure that its beneficiaries have the right to receive information regarding CONTRACTOR's Prepaid Inpatient Health Plan and plan in accordance with 42 CFR §428.10.

17.4 If the privacy rule as set forth in 45 CFR parts 160 and 164 sub parts A and E, applies, Beneficiary may request and receive a copy of his or her medical records, and request that they be amended or corrected, as specified in 45 CFR §§164.524 and 164.526.

18. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

18.1 Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the DIRECTOR by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a

detailed description of the incident.

18.2 Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

18.3 Elder and Dependent Adult Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

19. AUDITS

19.1 CONTRACTOR shall provide two (2) copies of its audited financial statements within one hundred eighty (180) days after the end of the COUNTY's fiscal year, or close of the contract period if shorter, unless such requirement is waived by written notice by DIRECTOR.

19.2 Providers receiving more than $750,000 in federal Substance Use Disorder funding are subject to the audit requirements of the Code of Federal Regulations, Subpart 200.501 (a).

19.3 Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR. CONTRACTOR agrees to develop and implement corrective action plans in a manner acceptable to the COUNTY in order to comply with recommendations contained in the audit report. Such corrective action plans shall include time specific objectives to allow for measurement of progress. The Department shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

19.4 Overpayment. If the results of any audit, shows that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I of this Agreement.

19.5 All expenditures of State and federal funds furnished by COUNTY are subject to audit by COUNTY. Such audits shall build upon audits already performed. Objectives of such

audits may include, but not be limited to, the following:

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

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

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

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

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

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

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

19.7 Subject to State and federal confidentiality requirements, CONTRACTOR agrees to furnish duly authorized representatives from State, federal or COUNTY government access to patient and/or client records necessary to review or audit contract services and to disclose all financial transactions that pertain to the subject services.

19.8 All budgeted funds associated with this Agreement must be expended for activities authorized pursuant to Title 42 USC, Section 300x-21(b) through 300x-66; and Title 45 CDR, Subpart L. shall be expended by the CONTRACTOR within each fiscal year. Any funds not utilized within the allotted fiscal year shall not be carried over to the next fiscal year and shall be returned to the COUNTY for subsequent return to the Federal government. CONTRACTORs shall comply with the financial management standards contained in Title 45, CFR, Part 92, Sections 92.20(b)(1) through (6); Title 45 CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7); and Title 45 CFR, Part 96, Section 96.30.

19.9 Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

19.10 Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the COUNTY. COUNTY programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

20. DRUG FREE WORKPLACE

20.1 CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

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

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

20.2.1 The dangers of drug abuse in the workplace;

20.2.2 The person's or organization's policy of maintaining a drug-free workplace;

20.2.3 Any available drug counseling, rehabilitation, and employee assistance programs;

20.2.4 The penalties that may be imposed upon employees for drug abuse violations;

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

20.3 No Unlawful Use or Unlawful Use Messages Regarding Drugs

CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

20.4 CONTRACTOR shall require that smoking tobacco, e-cigarettes and vaping not be permitted in any portion of any indoor facility used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 21.

21. SUBCONTRACTING

21.1 CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions and with applicable law of this Agreement, including, without limitation, the licensing, certification, privacy, data security and confidentiality requirements set forth herein, and include the applicable provisions of 42 C.F.R. § 438.230. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and

persons either directly or indirectly employed by subcontractor(s).

22. POLITICAL ACTIVITIES PROHIBITED

22.1 Byrd Anti-Lobbying Amendment (31 USC 1352). CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

22.2 Hatch Act. CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

23 UNION ORGANIZING

23.1 CONTRACTOR shall not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
23.2 No state funds received under this Agreement shall be used to assist, promote or deter union organizing.
23.3 CONTRACTOR shall not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
23.4 If CONTRACTOR incurs cost, or makes expenditures to assist, promote or deter union organizing, CONTRACTOR shall maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and CONTRACTOR shall provide those records to the Attorney General upon request.

24. DELEGATION AND ASSIGNMENT

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

25. NOTICES

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

COUNTY OF MONTEREY	CONTRACTOR
Kathryn Eckert, MBA	Name
Behavioral Health Director	Title
Department of Health, Behavioral Health Bureau	Agency
1270 Natividad Road. Room 200	Address
Salinas, CA 93906-3198	

26. AMENDMENT

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

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

27. PURCHASE OF AMERICAN MADE EQUIPMENT AND PRODUCTS

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

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

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

29. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

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

30. HEALTH INSURANCE AND PORTABILITY AND ACCOUNTABILITY ACT

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

31. AGREEMENT PREPARATION

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

32. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32.15 Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.

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

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

MONTEREY COUNTY	**CONTRACTOR**
Contracts/Purchasing Officer	Signature of Chair/Director or Vice President
Dated:	Dated:
	By:
Elsa Mendoza-Jimenez, Director of Health	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Dated:	
Approved as to Fiscal Provisions[2]	Printed Name and Title
	Dated:
Auditor/Controller	
Dated:	
Approved as to Liability Provisions[3]	
Risk Management	
Dated:	
Approved as to Form [1]	
Office of County Counsel	
Dated:	

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

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

[2]Approval by Auditor-Controller is required

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

PROGRAM 1: RESIDENTIAL (ASAM Level 3)

Program Location
Add site address

Hours of Operation
Services are provided on a …..
Business Hours-

Program Description

Program Integrity

In accordance with Health and Safety Code section 111834.015, DHCS has adopted the ASAM treatment criteria, or other equivalent evidenced based criteria as the minimum standard of care for AOD facilities. For this Agreement and subsequential services, CONTRACTOR shall adopt ASAM as the evidenced based practice standard for LOC. CONTRACTOR shall ensure treatment staff of all SUD treatment programs receive adequate training in ASAM criteria prior to providing services that includes but is not limited to in person or e-training modules:

- ASAM Module I- Multidimensional Assessment
- ASAM Module II- From Assessment to Service Planning and Level of Care
- ASAM Module III-Introduction to the ASAM Criteria

ASAM Service Levels
CONTRACTOR will provide Level 3.1: Clinically Managed Low-Intensity Residential Services in a DHCS licensed and DHCS/ASAM designated facility consisting of 24-hour structure and support with available trained personnel and at least 5 hours of clinical service/week. This treatment setting has a primary focus on the development of interpersonal skills and strengthening recovery so that individuals are prepared for transition to outpatient treatment, a sober living environment, and/or direct reintegration into the community.

CONTRACTOR will provide Level 3.5: Clinically Managed High-Intensity Residential Services (Adult Criteria) in a DHCS licensed and DHCS/ASAM designated facility consisting of structure and support designed to serve individuals who, because of specific functional limitations, need a 24-hour supportive treatment environment to initiate or continue a recovery process that has failed to progress. Many individuals placed in this level of care have significant social, behavioral, and psychological problems. This treatment setting is staffed by licensed or credentialed clinical staff such as addiction counselors who work with allied health professional staff in an interdisciplinary team approach. Staff are knowledgeable about the biological and psychosocial dimensions of co-occurring substance use and mental health

disorders and their treatment. Primary focus of treatment is delivery of evidence based clinical services that improve the individual's ability to structure and organize the tasks of daily living and to develop and practice prosocial behaviors within the therapeutic community.

ASAM Service Level Description

Residential Treatment (American Society of Addiction Medicine Level 3) is a non-institutional, 24-hour non- medical, short-term residential program that provides rehabilitation services to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized treatment plan.

These services are intended to be individualized to treat the functional deficits identified in the American Society of Addiction Medicine Criteria (ASAM). In the residential treatment environment, an individual's functional cognitive deficits may require treatment that is primarily slower paced, more concrete and repetitive in nature. The daily regimen and structured patterns of activities are intended to restore cognitive functioning and build behavioral patterns within a community. Each beneficiary shall live on the premises and shall be supported in their efforts to restore, maintain and apply interpersonal and independent living skills and access community support systems. Providers and residents work collaboratively to define barriers, set priorities, establish goals, create treatment plans, and solve problems. Goals include sustaining abstinence, preparing for relapse triggers, improving personal health and social functioning, and engaging in continuing care.

Residential Treatment services for adults in ASAM Levels 3.1, and 3.5 are provided by DMC-certified providers who must be licensed and enrolled in accordance with all applicable state and federal laws and regulations. All facilities delivering Residential Treatment services under DMC-ODS must also be designated as capable of delivering care consistent with the ASAM Criteria. Residential treatment facilities licensed by DHCS offering ASAM levels 3.1, 3.5, and 3.2-WM must also have a DHCS Level of Care (LOC) Designation and/or an ASAM LOC Certification that indicates that the program is capable of delivering care consistent with the ASAM Criteria.

Residential services can be provided in facilities of any size. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

The Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through face-to-face review or telehealth (when available) with the counselor to establish a beneficiary meets medical necessity criteria.

Residential Treatment services include the following components:

- Assessment
- Care Coordination
- Counseling (individual and group)

- Family Therapy
- Medication Services
- MAT for OUD
- MAT for AUD and other non-opioid SUDs
- Patient Education
- Recovery Services
- SUD Crisis Intervention Services

Length of Stay (LOS)

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a "short-term resident" of the residential facility. The length of stay for residential services (3.1 and 3.5) may be authorized by the COUNTY for up to 90- days continuous period maximum for adults and is determined by individualized clinical need (statewide LOS goal is 30 days). LOS for clients shall be determined by an LPHA and authorized by the COUNTY as medically necessary. Clients receiving residential treatment must be transitioned to another LOC when clinically appropriate based on treatment progress. If the client requires residential treatment beyond 90 days, the CONTRACTOR LPHA may request an extension of up to 30 days and every 30 days thereafter and must be authorized by the COUNTY as medically necessary. Perinatal clients may receive a longer LOS than those described above, if determined to be medically necessary. Nothing in this section overrides any Early and Periodic Screening, Diagnostic and Treatment (EPSDT) requirements. EPSDT clients may receive a longer length of stay based on medical necessity.

Assessment, Referral and Admission

Individuals requesting admission to the Residential Recovery Program may have an ASAM Criteria assessment completed by qualified Behavioral Health Bureau staff or qualified CONTRACTOR staff prior to admission of the residential recovery program.

An ASAM Criteria assessment completed by qualified Behavioral Health Bureau staff may act as authorization for SUD Residential Services.

CONTRACTOR shall complete a full ASAM criteria assessment for self-referred clients during the initial assessment phase. For clients who meet medical necessity for SUD Residential treatment based on the full ASAM criteria assessment complete with the CONTRACTOR, the CONTRACTOR must request prior authorization for SUD residential treatment. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHIN 23-001, or any subsequent DHCS notices.

For SUD Residential and Inpatient Levels of Care service authorization, CONTRACTOR shall have in place, and follow, COUNTY written authorization policies and procedures for processing requests for initial and continuing authorization, or prior authorization, for

residential treatment services, including inpatient services, but excluding withdrawal management services. COUNTY will review the DSM and ASAM Criteria to ensure that the beneficiary meets the requirements for the service. Prior authorization for residential and inpatient services (excluding withdrawal management services) shall be made within 24 hours of the prior authorization request being submitted by the provider.

COUNTY will ensure that prior authorization processes are completed in a manner that assures the provision of a covered SUD service to a client in a timely manner appropriate for the client's condition. CONTRACTOR shall alert COUNTY when an expediated service authorization decision is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function. Expediated service authorizations shall not exceed 72 hours after receipt of the request for service, with a possible extension of up to 14 calendar days if the client or provider requests an extension.
The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process.

Referral to the Mental Health Plan
Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin, or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed.

Admission Criteria for Residential Treatment

1. Program participation is voluntary. To be admitted persons must meet medical necessity and the ASAM criteria for residential services.
2. CONTRACTOR shall give admission priority to pregnant women HIV+ and IV drug users.
3. To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and
    a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and

b. Abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and
c. Be free from communicable diseases which require reporting by Title 17, California Administrative Code, Section 2500.

4. Individuals must be free of the effects of alcohol and mood-altering drugs to the extent that they can reasonably participate in the assessment and admission process, except for allowances under 2b above
5. No person shall be admitted who, on the basis of staff judgment:
    a. Exhibits, or has exhibited, behavior dangerous to self, residents, staff or others; or
    b. Requires an immediate medical evaluation or care by a licensed physician.

If a client meets the aforementioned criteria for admission into residential services and the CONTRACTOR does not have an available bed, Provider staff shall recommend a referral to outpatient services. If the CONTRACTOR does not have capacity for new referrals to their outpatient services program, Provider shall refer the client to other residential programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of residential services.

For individuals who have a stated desire to recover from alcohol or drug problems, but do not meet the medical necessity/ASAM criteria for admission or continued placement in any of the COUNTY DMC-ODS services, CONTRACTOR will "provide referrals to supportive services within the community, including 12-step recovery support groups".

Coordination and Continuity of Care

CONTRACTOR shall comply with the care and coordination requirements established by the COUNTY and per 42 C.F.R. § 438.208.

CONTRACTOR shall ensure that all care, treatment, and services provided pursuant to this Agreement are coordinated among all providers who are serving the client. Coordination and continuity of care procedures shall meet the following requirements:

- Ensure that each client has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the client. The client shall be provided information on how to contact their designated person or entity.
- All services provided to clients shall be coordinated:
    a. Between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays.
    b. With the services the client receives from any other managed care organization.
    c. With the services the client receives in FFS Medi-Cal.
    d. With the services the client receives from community and social support providers.

- Share with other providers serving the client, as allowed by regulations, the results of any identification and assessment of that client's needs to prevent duplication of those activities.
- Ensure that each provider furnishing services to clients maintains and shares, as appropriate, a client health record in accordance with professional standards.
- Ensure that in the process of coordinating care, each client's privacy is protected in accordance with the privacy requirements in 45 C.F.R. Parts 160 and 164 subparts A and E and 42 C.F.R. Part 2, to the extent that they are applicable.

CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes. To facilitate care coordination, CONTRACTOR will request a HIPPA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state, and federal privacy laws and regulations.

Medications

If CONTRACTOR provides or stores medications, the CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and federal standards. CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.
Prescription and over the counter medications which expire and other bio-hazardous pharmaceutics including used syringes or medications which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record, to be retained for at least one year. CONTRACTOR shall have at least one program staff on duty at all times trained to adequately monitor clients for signs and symptoms of their possible misuse of prescribed medications, adverse medication reactions and related medical complications.

Alcohol and Drug Free Environment

CONTRACTOR shall provide an alcohol and/or drug-free environment for clients. The use of medications for the treatment of SUD, mental illness, or physical conditions, shall be allowed and controlled as per CONTRACTOR's written policies and procedures.
CONTRACTOR shall have written policies regarding service delivery for when clients experience relapse episodes. These policies shall be supportive of and consistent with the alcohol and/or drug-free environment of the program.

Naloxone Requirements

All licensed and/or certified SUD recovery or treatment facilities shall comply with the following requirements:

- Maintain, at all times, at least 2 unexpired doses of naloxone, or any other opioid antagonist medication that is approved by the Food and Drug Administration (FDA) for the treatment of an opioid overdose, on the premises of the licensed SUD recovery or treatment facility.

- Have at least one staff member, at all times, on the premises who knows the specific location of the naloxone, or other FDA-approved opioid antagonist medication, and who has been trained in its administration. Training shall include review of online resources and the National Harm Reduction Coalition's Opioid Overdose Basics website to respond effectively to an opioid-associated overdose emergency. Staff shall certify that they have reviewed and undergone training in opioid overdose prevention and treatment.
- The proof of completion of such training shall be documented in the staff member's individual personnel file, in accordance with California Code of Regulations (CCR), Title 9, § 10564(k).

Informing Materials

Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SUD services. Beneficiary informing materials include but are not limited to:

1. COUNTY DMC-ODS Beneficiary Handbook (BHIN 22-060)
2. Provider Directory
3. DMC-ODS Formulary
4. Advance Health Care Directive Form (required for adult clients only)
5. Notice of Language Assistance Services available upon request at no cost to the client
6. Language Taglines
7. Grievance/Appeal Process and Form
8. Notice of Privacy Practices
9. EPSDT poster (if serving clients under the age of 21)

CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change.

Required informing materials must be electronically available on the CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

Provider Directory

CONTRACTOR must follow the COUNTY's provider directory policy. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about its provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider

information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).
Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change. CONTRACTOR will only need to report changes/updates to the provider directory for each licensed SUD service provider.

Documentation Requirements

CONTRACTOR agrees to comply with documentation requirements for non-hospital services as specified in Article 4.2-4.9 inclusive in compliance with federal, state and COUNTY requirements.
All CONTRACTOR documentation shall be accurate, complete, legible, and shall list each date of service. CONTRACTOR shall document the face-to-face duration of the service, including travel and documentation time for each service. Services must be identified as provided in-person, by telephone, or by telehealth.
All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

Assessment

CONTRACTOR shall use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care.
The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include the provider's LOC determination and recommendation for services. If the assessment of the client is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

The problem list and progress note requirements shall support the medically necessary services or medical necessity of each service provided. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes.

ICD-10

CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SUD services to receive reimbursement from COUNTY.

Under the EPSDT mandate, for youth under the age of 21, a diagnosis from the ICD-10 for Substance-Related and Addictive Disorders is not required for early intervention services.

Problem List

CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
CONTRACTOR must document a problem list that adheres to industry standards.
A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.
The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.
CONTRACTOR shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.
COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

Progress Notes

CONTRACTOR shall create progress notes for the provision of all DMC-ODS services provided under this Agreement. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

I. ICD-10 code
II. Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code
III. Next steps, including, but not limited to, planned action steps by the provider or by the client, collaboration with the client, collaboration with other provider(s) and any update to the problem list as appropriate.

CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
CONTRACTOR shall complete a daily progress note for services that are billed on a daily basis, such as residential and inpatient services, if applicable.

When a group service is rendered by the CONTRACTOR, the following conditions shall be met:

I. A list of participants is required to be documented and maintained by the CONTRACTOR.
II. If more than one provider renders a group service, one progress note may be completed for a group session and signed by one provider. CONTRACTOR shall ensure that in this case, the progress note clearly documents the specific involvement and the specific amount of time of involvement of each provider during the group activity, including documentation time.

Treatment Plans

A. CONTRACTOR shall develop treatment plans for all clients, when required, and these plans of care shall include the following:

I. Statement of problems experienced by the client to be addressed.

II. Statement of objectives to be reached that address each problem.

III. Statement of actions that will be taken by the program and/or client to accomplish the identified objectives.

IV. Target date(s) for accomplishment of actions and objectives.

B. CONTRACTOR shall develop the treatment plan with participation from the client in accordance with the timeframes specified below:

I. For outpatient programs, the treatment plan shall be developed within 30 calendar days from the date of the client's admission. The client's progress shall be reviewed and documented within 30 calendar days after signing the treatment plan and not later than every 30 calendar days thereafter.

II. For residential programs, the treatment plan shall be developed within 10 calendar days from the date of the client's admission.

III. An LPHA, registered or certified counselor shall ensure and document, that together with the client, the treatment plan is reviewed and updated, as necessary, when a change in problem identification or focus of treatment occurs, or no later than 90 calendar days after signing the treatment plan and no later than every 90 calendar days thereafter, whichever comes first.

Telehealth

CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth. All telehealth equipment and service locations must ensure that client confidentiality is maintained. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

Discharge Planning

CONTRACTOR shall have written policies and procedures or shall adopt the COUNTY's policies and procedures regarding discharge. These procedures shall contain the following:

Written criteria for discharge defining:

a. Successful completion of program.
b. Administrative discharge.
c. Involuntary discharge.
d. Transfers and referrals.

A discharge summary that includes:

a. Reason for discharge, including whether the discharge was voluntary or involuntary and whether the client successfully completed the program;
b. Description of treatment episodes;
c. Description of recovery services completed;
d. Current alcohol and/or other drug usage;
e. Vocational and educational achievements;
f. Client's continuing recovery or discharge plan signed by an LPHA, or registered or certified counselor and client;
g. Transfers and referrals; and
h. Client's comments.

Service Objectives

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Health Care Services license regulations. (Program Name) is licensed for ## beds: ## co-ed residential drug treatment beds and 8 perinatal residential drug treatment beds.

2. Provide the following estimated residential services and bed days per Fiscal Year (FY) to continuously enrolled Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

FY	Classification	UOS per FY

Target Population

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

Fees

The program is expected to augment COUNTY funding through the generation of participant

fees. The program will develop and maintain a multi-tiered fee scale to be approved by the COUNTY Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay.

Designated Contract Monitor
Rachel Amerault,
Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd. Salinas, CA 93906
(831) 755-6383

PROGRAM 2: PERINATAL RESIDENTIAL DRUG TREATMENT

Program Location
Site Location Address

Hours of Operation
Services are provided …..

Program Description

1. Long term (approximately 3 – 9 months, depending on medical necessity) highly structured residential drug treatment for perinatal women. Up to six (6) children (age birth to 5) may reside with their mothers in treatment.

2. Perinatal residential drug treatment is designed to provide up to nine (9) months of unique services to the women and children in the program. Perinatal residential drug treatment services include on-site childcare, coordination of prenatal, postpartum and well-baby medical care, parenting education, nutritional counseling and family planning, in addition to all the services listed under Program 1: Residential/Inpatient Services.

Program Integrity

In accordance with Health and Safety Code section 111834.015, DHCS has adopted the ASAM treatment criteria, or other equivalent evidenced based criteria as the minimum standard of care for AOD facilities. For this Agreement and subsequential services, CONTRACTOR shall adopt ASAM as the evidenced based practice standard for LOC. CONTRACTOR shall ensure treatment staff of all SUD treatment programs receive adequate training in ASAM criteria prior to providing services that includes but is not limited to in person or e-training modules:

- ASAM Module I- Multidimensional Assessment
- ASAM Module II- From Assessment to Service Planning and Level of Care
- ASAM Module III-Introduction to the ASAM Criteria

ASAM Service Levels

CONTRACTOR will provide Level 3.1: Clinically Managed Low-Intensity Residential Services in a DHCS licensed and DHCS/ASAM designated facility consisting of 24-hour structure and support with available trained personnel and at least 5 hours of clinical service/week. This treatment setting has a primary focus on the development of interpersonal skills and strengthening recovery so that individuals are prepared for transition to outpatient treatment, a sober living environment, and/or direct reintegration into the community.

CONTRACTOR will provide Level 3.5: Clinically Managed High-Intensity Residential Services (Adult Criteria) in a DHCS licensed and DHCS/ASAM designated facility consisting of structure and support designed to serve individuals who, because of specific functional limitations, need a 24-hour supportive treatment environment to initiate or continue a recovery process that has failed to progress. Many individuals placed in this level of care have significant social, behavioral and psychological problems. This treatment setting is staffed by licensed or credentialed clinical staff such as addiction counselors who work with allied health professional staff in an interdisciplinary team approach. Staff are knowledgeable about the biological and psychosocial dimensions of co-occurring substance use and mental health disorders and their treatment. Primary focus of treatment is delivery of evidence based clinical services that improve the individual's ability to structure and organize the tasks of daily living and to develop and practice prosocial behaviors within the therapeutic community.

ASAM Service Level Description

All Residential (ASAM Level 3) services provided to a client while in a residential may be provided in person, by telehealth, or telephone. Telehealth and telephone services, when provided, shall supplement, not replace, the in-person services and the in-person treatment milieu; most services in a residential or inpatient facility shall be in-person. A client receiving Residential or services pursuant to DMC-ODS, regardless of the length of stay, is a "short-term resident" of the residential facility in which they are receiving the services. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria. Each client shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems. Providers are required to either offer MAT directly or have effective referral mechanisms in place to clinically appropriate MAT services (defined as facilitating access to MAT off-site for beneficiaries while they are receiving residential treatment services if not provided onsite. Providing a beneficiary the contact information for a treatment program is insufficient).

Residential treatment facilities licensed by DHCS offering ASAM levels 3.1, 3.5, and 3.2-WM perinatal clients must also have a DHCS Level of Care (LOC) Designation and/or an ASAM LOC Certification that indicates that the program is capable of delivering care consistent with the ASAM Criteria.

Residential services can be provided in facilities of any size. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance

use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

Perinatal Practice Guidelines

Certified Perinatal programs will adhere to all additional Perinatal Practice Guidelines outlined in the Perinatal Practice Guidelines (PPG) set forth by the Department of Health Care Services. 1 These guidelines address substance use disorder (SUD) treatment services for women, specifically pregnant and parenting women seeking or referred to SUD treatment.

Residential Treatment services include the following components

- Assessment
- Care Coordination
- Counseling (individual and group)
- Family Therapy
- Medication Services
- MAT for OUD
- MAT for AUD and other non-opioid SUDs
- Patient Education
- Recovery Services
- SUD Crisis Intervention Services

Length of Stay

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a "short-term resident" of the residential facility. The length of stay for residential services (3.1 and 3.5) may be authorized by the COUNTY for up to 90- days continuous period maximum for adults and is determined by individualized clinical need (statewide LOS goal is 30 days). LOS for clients shall be determined by an LPHA and authorized by the COUNTY as medically necessary. Clients receiving residential treatment must be transitioned to another LOC when clinically appropriate based on treatment progress. If the client requires residential treatment beyond 90 days, the CONTRACTOR LPHA may request an extension of up to 30 days and every 30 days thereafter and must be authorized by the COUNTY as medically necessary. Perinatal clients may receive a longer LOS than those described above, if determined to be medically necessary. Nothing in this section overrides any EPSDT requirements. EPSDT clients may receive a longer length of stay based on medical necessity.

Assessment, Referral and Admission

Individuals requesting admission to the Residential Recovery Program may have an ASAM Criteria assessment completed by qualified Behavioral Health Bureau staff or qualified CONTRACTOR staff prior to admission of the residential recovery program.

An ASAM Criteria assessment completed by qualified Behavioral Health Bureau staff may act as authorization for SUD Residential Services.

CONTRACTOR shall complete a full ASAM criteria assessment for self-referred clients during the initial assessment phase. For clients who meet medical necessity for SUD Residential treatment based on the full ASAM criteria assessment complete with the CONTRACTOR, the CONTRACTOR must request prior authorization for SUD residential treatment. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHIN 23-001, or any subsequent DHCS notices.

For SUD Residential and Inpatient Levels of Care service authorization, CONTRACTOR shall have in place, and follow, COUNTY written authorization policies and procedures for processing requests for initial and continuing authorization, or prior authorization, for residential treatment services, including inpatient services, but excluding withdrawal management services. COUNTY will review the DSM and ASAM Criteria to ensure that the beneficiary meets the requirements for the service. Prior authorization for residential and inpatient services (excluding withdrawal management services) shall be made within 24 hours of the prior authorization request being submitted by the provider.

COUNTY will ensure that prior authorization processes are completed in a manner that assures the provision of a covered SUD service to a client in a timely manner appropriate for the client's condition. CONTRACTOR shall alert COUNTY when an expediated service authorization decision is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function. Expediated service authorizations shall not exceed 72 hours after receipt of the request for service, with a possible extension of up to 14 calendar days if the client or provider requests an extension.
The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process.

Referral to the Mental Health Plan

Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or

significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed.

Admission Criteria for Perinatal Residential Treatment

1 Program participation is voluntary. To be admitted persons must meet medical necessity and the ASAM criteria for residential services.

2 To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and

a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and

b. Abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and

c. Be free from communicable diseases, which require reporting by Title 17, California Administrative Code, Section 2500.

3. Individuals must be free of the effects of alcohol and mood-altering drugs to the extent that they can reasonably participate in the assessment and admission process, except for allowances under 2b above

4. No person shall be admitted who, on the basis of staff judgment:

a. Exhibits, or has exhibited, behavior dangerous to self, residents, staff or others; or

b. Requires an immediate medical evaluation or care by a licensed physician.

If a client meets the aforementioned criteria for admission into perinatal residential services and the CONTRACTOR does not have an available bed, Provider staff shall recommend a referral to outpatient services. If the CONTRACTOR does not have capacity for new referrals to their outpatient services program, Provider shall refer the client to other residential programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of residential services.

For individuals who have a stated desire to recover from alcohol or drug problems, but do not meet the medical necessity/ASAM criteria for admission or continued placement in any of the COUNTY DMC-ODS services, CONTRACTOR will "provide referrals to supportive services within the community, including 12-step recovery support groups.

Coordination and Continuity of Care

CONTRACTOR shall comply with the care and coordination requirements established by the COUNTY and per 42 C.F.R. § 438.208.

CONTRACTOR shall ensure that all care, treatment, and services provided pursuant to this Agreement are coordinated among all providers who are serving the client. Coordination and continuity of care procedures shall meet the following requirements:

- Ensure that each client has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the client. The client shall be provided information on how to contact their designated person or entity.
- All services provided to clients shall be coordinated:
    a. Between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays.
    b. With the services the client receives from any other managed care organization.
    c. With the services the client receives in FFS Medi-Cal.
    d. With the services the client receives from community and social support providers.
- Share with other providers serving the client, as allowed by regulations, the results of any identification and assessment of that client's needs to prevent duplication of those activities.
- Ensure that each provider furnishing services to clients maintains and shares, as appropriate, a client health record in accordance with professional standards.
- Ensure that in the process of coordinating care, each client's privacy is protected in accordance with the privacy requirements in 45 C.F.R. Parts 160 and 164 subparts A and E and 42 C.F.R. Part 2, to the extent that they are applicable.

CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes. To facilitate care coordination, CONTRACTOR will request a HIPPA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state, and federal privacy laws and regulations.

Medications

If CONTRACTOR provides or stores medications, the CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and federal standards. CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.
Prescription and over the counter medications which expire and other bio-hazardous pharmaceutics including used syringes or medications which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record, to be retained for at least one year.
CONTRACTOR shall have at least one program staff on duty at all times trained to adequately monitor clients for signs and symptoms of their possible misuse of prescribed medications, adverse medication reactions and related medical complications.

Alcohol and Drug Free Environment

CONTRACTOR shall provide an alcohol and/or drug-free environment for clients. The use of medications for the treatment of SUD, mental illness, or physical conditions, shall be allowed and controlled as per CONTRACTOR's written policies and procedures.

CONTRACTOR shall have written policies regarding service delivery for when clients experience relapse episodes. These policies shall be supportive of and consistent with the alcohol and/or drug-free environment of the program.

Naloxone Requirements

All licensed and/or certified SUD recovery or treatment facilities shall comply with the following requirements:

- Maintain, at all times, at least 2 unexpired doses of naloxone, or any other opioid antagonist medication that is approved by the FDA for the treatment of an opioid overdose, on the premises of the licensed SUD recovery or treatment facility.
- Have at least one staff member, at all times, on the premises who knows the specific location of the naloxone, or other FDA-approved opioid antagonist medication, and who has been trained in its administration. Training shall include review of online resources and the National Harm Reduction Coalition's Opioid Overdose Basics website to respond effectively to an opioid-associated overdose emergency. Staff shall certify that they have reviewed and undergone training in opioid overdose prevention and treatment.
- The proof of completion of such training shall be documented in the staff member's individual personnel file, in accordance with California Code of Regulations (CCR), Title 9, § 10564(k).

Informing Materials

Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SUD services. Beneficiary informing materials include but are not limited to:

1. COUNTY DMC-ODS Beneficiary Handbook (BHIN 22-060)
2. Provider Directory
3. DMC-ODS Formulary
4. Advance Health Care Directive Form (required for adult clients only)
5. Notice of Language Assistance Services available upon request at no cost to the client
6. Language Taglines
7. Grievance/Appeal Process and Form
8. Notice of Privacy Practices
9. EPSDT poster (if serving clients under the age of 21)

CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change.

Required informing materials must be electronically available on the CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service

(CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

Provider Directory

CONTRACTOR must follow the COUNTY's provider directory policy. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about its provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).
Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change. CONTRACTOR will only need to report changes/updates to the provider directory for each licensed SUD service provider.

Documentation Requirements

CONTRACTOR agrees to comply with documentation requirements for non-hospital services as specified in Article 4.2-4.9 inclusive in compliance with federal, state and COUNTY requirements.
All CONTRACTOR documentation shall be accurate, complete, legible, and shall list each date of service. CONTRACTOR shall document the face-to-face duration of the service, including travel and documentation time for each service. Services must be identified as provided in-person, by telephone, or by telehealth.

All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

Assessment

CONTRACTOR shall use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care.
The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include the provider's LOC determination and recommendation for services. If the assessment of the client is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

The problem list and progress note requirements shall support the medically necessary services or medical necessity of each service provided. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes.

ICD-10

CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SUD services to receive reimbursement from COUNTY.

Under the EPSDT mandate, for youth under the age of 21, a diagnosis from the ICD-10 for Substance-Related and Addictive Disorders is not required for early intervention services.

Problem List

CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
CONTRACTOR must document a problem list that adheres to industry standards
A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.
The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.
CONTRACTOR shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.
COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

Progress Notes

CONTRACTOR shall create progress notes for the provision of all DMC-ODS services provided under this Agreement. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
CONTRACTOR shall complete a daily progress note for services that are billed on a daily basis, such as residential and inpatient services, if applicable.

When a group service is rendered by the CONTRACTOR, the following conditions shall be met:

I. A list of participants is required to be documented and maintained by the CONTRACTOR.

II. If more than one provider renders a group service, one progress note may be completed for a group session and signed by one provider. CONTRACTOR shall ensure that in this case, the progress note clearly documents the specific involvement and the specific amount of time of involvement of each provider during the group activity, including documentation time.

Treatment Plans

A. CONTRACTOR shall develop treatment plans for all clients, when required, and these plans of care shall include the following:

I. Statement of problems experienced by the client to be addressed.

II. Statement of objectives to be reached that address each problem.

III. Statement of actions that will be taken by the program and/or client to accomplish the identified objectives.

IV. Target date(s) for accomplishment of actions and objectives.

B. CONTRACTOR shall develop the treatment plan with participation from the client in accordance with the timeframes specified below:

I. For outpatient programs, including NTPs, the treatment plan shall be developed within 30 calendar days from the date of the client's admission. The client's progress shall be reviewed and documented within 30 calendar days after signing the treatment plan and not later than every 30 calendar days thereafter.

II. For residential programs, including withdrawal management, the treatment plan shall be developed within 10 calendar days from the date of the client's admission.

III. An LPHA, registered or certified counselor shall ensure and document, that together with the client, the treatment plan is reviewed and updated, as necessary, when a change in problem identification or focus of treatment occurs, or no later than 90 calendar days after signing the treatment plan and no later than every 90 calendar days thereafter, whichever comes first.

Telehealth

CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth. All telehealth equipment and service locations must ensure that client confidentiality is maintained. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

Discharge Planning

CONTRACTOR shall have written policies and procedures or shall adopt the COUNTY's policies and procedures regarding discharge. These procedures shall contain the following: Written criteria for discharge defining:

a. Successful completion of program;
b. Administrative discharge;
c. Involuntary discharge;
d. Transfers and referrals.

A discharge summary that includes:

a. Reason for discharge, including whether the discharge was voluntary or involuntary and whether the client successfully completed the program;
b. Description of treatment episodes;
c. Description of recovery services completed;
d. Current alcohol and/or other drug usage;
e. Vocational and educational achievements;
f. Client's continuing recovery or discharge plan signed by an LPHA, or registered or certified counselor and client;
g. Transfers and referrals; and
h. Client's comments.

Service Objectives

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Health Care Services license regulations. Genesis Residential Center is licensed for 8 perinatal residential drug treatment beds.

2. Contracted Capacity and Estimated Occupancy:
   Provide the following estimated residential services and bed days to continuously enrolled Perinatal Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

FY	Classification	UOS per FY

Target Population
Pregnant and parenting women who are residents of Monterey COUNTY and age 18 years or older with primary addiction to drug(s). Priority admission is given to pregnant women, intravenous drug users and HIV+ women.

Fees
The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the COUNTY Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay

Designated Contract Monitor
Rachel Amerault,
Substance Use Disorder Services Manager
Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd. Salinas, CA 93906
(831) 755-6383

PROGRAM 3: Withdrawal Management (ASAM Level 3.2-WM)

Program Location
Site Address

Hours of Operation
Services are provided on a …..

Program Description

Program Integrity

In accordance with Health and Safety Code section 111834.015, DHCS has adopted the ASAM treatment criteria, or other equivalent evidenced based criteria as the minimum standard of care for AOD facilities. For this Agreement and subsequential services, CONTRACTOR shall adopt ASAM as the evidenced based practice standard for LOC. CONTRACTOR shall ensure treatment staff of all SUD treatment programs receive adequate training in ASAM criteria prior to providing services that includes but is not limited to in person or e-training modules:

- ASAM Module I- Multidimensional Assessment
- ASAM Module II- From Assessment to Service Planning and Level of Care
- ASAM Module III-Introduction to the ASAM Criteria

ASAM Service Level

CONTRACTOR will provide Level 3.2 WM: Clinically Managed Residential Withdrawal Management Services in a DHCS licensed Residential Facility with Detox Certification consisting of 24-hour structure and clinically managed support with medical evaluation and consultation services available 24 hours a day. This treatment setting has a primary focus on serving individuals who are experiencing moderate withdrawal symptoms but need 24-hour supervision and support to complete withdrawal management and increase likelihood of continuing treatment or recovery.

ASAM Service Level Description

Clinically managed residential withdrawal management services (ASAM 3.2) are provided to beneficiaries experiencing withdrawal and provided in residential setting. Each beneficiary shall reside at the facility. All beneficiaries receiving Withdrawal Management services shall be monitored during the detoxification process. Providers are required to either offer MAT directly, or have effective referral mechanisms to the most clinically appropriate MAT services in place (defined as facilitating access to MAT off-site for beneficiaries while they are receiving withdrawal management services if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient).

Withdrawal management services are urgent and provided on a short-term basis. When provided as part of withdrawal management services, service activities, such as the assessment, focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where comprehensive treatment services are provided. A full ASAM Criteria assessment shall not be required as a condition of admission to a facility providing Withdrawal Management. To facilitate an appropriate care transition, a full ASAM assessment, brief screening, or other tool to support referral to additional services is appropriate. If it has not already been completed in relation to the Withdrawal Management episode, the full ASAM Criteria assessment shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered/certified counselor for non Withdrawal Management services (or 60 days for beneficiaries under 21, or beneficiaries experiencing homelessness), as described above.

CONTRACTOR will provide Drug Medi-Cal Withdrawal Management services to beneficiaries at a facility that is licensed by DHCS, maintained and operated to provide 24-hour, residential, non-medical, withdrawal management services. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be staffed by appropriately credentialed personnel who are trained and competent to implement physician approved protocols for patient observation and supervision, determination of appropriate level of care, and facilitation of the patients transition to continuing care. All services provided to clients are bi-lingual English/Spanish.

Withdrawal Management Services include the following service components:

- Assessment
- Care Coordination
- Medication Services
- MAT for OUD
- MAT for AUD and other non-opioid SUDs
- Observation Recovery Services

Length of Stay

Withdrawal Management Services continue until withdrawal signs/symptoms are sufficiently resolved so that the individual can be safely managed at a lower level of care; the individuals signs/symptoms have failed to respond to this level of treatment necessitating transition to a more intensive level of Withdrawal Management treatment, or the individual is unable to complete this level of treatment, despite adequate involvement in treatment services, due to coexisting treatment variables such as significant mental health issues which would necessitate transfer to a more intense level of care and/or involvement in additional clinical services to concurrently address mental health symptoms.

Access to Services during Initial Assessment Phase

For individuals who have been assessed by the Behavioral Health Bureau, the referral process may include the submission of an electronic copy of the completed Behavioral Health Bureau assessment with full ASAM criteria.

CONTRACTOR shall complete ASAM screening for self-referred clients to ensure that individuals to whom the CONTRACTOR provides SUD services meet access criteria requirements.

Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

A. CONTRACTOR shall have written admission criteria for determining the client's eligibility and suitability for treatment and services. All clients admitted shall meet the admission criteria and this shall be documented in the client's record.
B. Programs shall ensure that their policies, procedures, practices, and rules and regulations do not discriminate against the above special populations. Whenever the needs of the client cannot be reasonably accommodated, efforts shall be made to make referral(s) to appropriate programs.
C. CONTRACTOR should recognize and educate staff and collaborative partners that Parole and Probation status is not a barrier to SUD services.
D. CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time-of-service provision as outlined in this Agreement.

Initial Assessment Phase

Individuals requesting Residential Withdrawal Management Services may receive Withdrawal Management Services during the initial assessment phase in accordance with access criteria. The initial ASAM Criteria assessment shall be performed face-to-face, by telehealth or by telephone by an Licensed Practitioner of the Healing Arts (LPHA) or registered or certified counselor and may be done in the community or the home (expect for residential and NTP services). If the assessment of the client is completed by a registered or certified counselor, then an LPHA shall evaluate that assessment with the counselor and the LPHA shall make the final diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

CONTRACTOR shall comply with beneficiaries' access criteria and services provided during the initial assessment process requirements:

I. For beneficiaries 21 years of age and older, a full assessment using the ASAM Criteria shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered or certified counselor, or Peer Support Specialist (except for residential treatment services)

II. For beneficiaries under the age of 21, a full assessment using the ASAM Criteria shall be completed within 60 days of the beneficiary's first visit with an LPHA or registered or certified counselor (except for residential treatment services).

III. For beneficiaries experiencing homelessness and where the provider documents that due to homelessness additional time is required to complete the assessment, a full assessment using the ASAM Criteria shall be completed within 60 days of the beneficiary's first visit with an LPHA or registered or certified counselor (except for residential treatment services).

IV. If a client withdraws from treatment prior to completion of the assessment or prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorder, and later returns, the 30-day or 60-day time period starts over.

ICD-10

CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SUD services to receive reimbursement from COUNTY.

Under the EPSDT mandate, for youth under the age of 21, a diagnosis from the ICD-10 for Substance-Related and Addictive Disorders is not required for early intervention services.

Diagnosing During Initial Assessment Phase

A. CONTRACTOR may use the following options during the assessment phase of client's treatment when a diagnosis has yet to be established:

I. ICD-10 codes Z55-Z65 Potential health hazards related to socioeconomic and psychological circumstances: may be used by all providers as appropriate during the

assessment period prior to diagnosis and do not require certification as, or supervision, of, an LPHA.

II. ICD-10 code Z03.89 Encounter for observation for other suspected diseases and conditions ruled out: may be used by an LPHA during the assessment phase of a client's treatment when a diagnosis has yet to be established.

III. CMS approved diagnosis code on the ICD 10 tabular, available in the CMS 2022 ICD-10-CM page at: https://www.cms.gov/medicare/icd-10/2022-icd-10-cm, which may include Z codes. LPHAs may use any clinically appropriate ICD-10 code, for example, codes for "Other specified" and "Unspecified" disorders, or "Factors influencing health status and contact with health services".

Assessment of Tobacco Use Disorder during Initial Assessment Phase

All licensed and/or certified SUD recovery or treatment facilities shall conduct an assessment of tobacco use at the time of the client's initial intake, as part of the physical exam requirement for determining whether a client has a tobacco use disorder.
The licensed and/or certified SUD recovery or treatment facility shall do the following:

I. Provide information to the client on how continued use of tobacco products could affect their long-term success in recovery from SUD.
II. Recommend treatment for tobacco use disorder in the treatment plan.
III. Offer either treatment, subject to the limitation of the license or certification issued by DHCS, or a referral for treatment for tobacco use disorder.

After initial Assessment Requirements

CONTRACTOR shall comply with beneficiaries' access criteria after initial assessment requirements:

I. Beneficiaries 21 years of age and older, to qualify for DMC-ODS services after the initial assessment, must meet one of the following criteria:
   a. Have at least one diagnosis from the most current edition of the Diagnostic and Statistical Manual (DSM) of Mental Disorders for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, OR
   b. Have had at least one diagnosis from the most current edition of the DSM for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.

II. Beneficiaries under the age of 21, qualify for DMC-ODS medically necessary services after the initial assessment, in the following circumstances:
   a. All services that are Medi-Cal-coverable, appropriate, and medically necessary, needed to correct and ameliorate health conditions shall be provided, as per federal Early & Periodic Screening, Diagnostic and Treatment (EPSDT) statutes and regulations.
   b. Services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs, consistent with federal guidance.

Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

ASAM Level of Care Determination

A. CONTRACTOR shall use the ASAM Criteria to determine placement into the appropriate level of care (LOC) for all beneficiaries, which is separate and distinct from determining medical necessity. LOC determinations shall ensure that beneficiaries are able to receive care in the least restrictive LOC that is clinically appropriate to treat their condition.
B. For clients who withdraw from treatment prior to completing the ASAM Criteria assessment or prior to establishing a diagnosis from the DSM for Substance-Related and Addictive Disorders, and later return, the time period for initial assessment starts over.
C. A full ASAM Criteria assessment, or brief screening ASAM Criteria tool for preliminary LOC recommendations, shall not be required to begin receiving DMC-ODS services.
D. A full ASAM Criteria assessment does not need to be repeated unless the client's condition changes.
E. Requirements for ASAM LOC assessments apply to NTP clients and settings.

Medical Necessity

A. Pursuant to BHIN 23-001 and consistent with Welfare & Institutions Code § 14059.5, DMC-ODS services must be medically necessary.
B. For beneficiaries 21 years of age and older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.
C. For beneficiaries under the age of 21, a service is "medically necessary" or a "medical necessity" if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

Service Authorization after initial assessment phase:

For SUD Non-Residential and Non-Inpatient Levels of Care service authorization: CONTRACTOR is not required to obtain service authorization for non-residential/non-inpatient levels of care. Prior authorization is prohibited for non-residential DMC-ODS services.

For SUD Residential: After the initial assessment phase, clients who meet medical necessity for SUD Residential or Inpatient treatment may request prior authorization for SUD

residential or Inpatient treatment. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHIN 23-001, or any subsequent DHCS notices.

For SUD Residential and Inpatient Levels of Care service authorization, CONTRACTOR shall have in place, and follow, COUNTY written authorization policies and procedures for processing requests for initial and continuing authorization, or prior authorization, for residential treatment services, including inpatient services, but excluding withdrawal management services. COUNTY will review the DSM and ASAM Criteria to ensure that the beneficiary meets the requirements for the service. Prior authorization for residential and inpatient services (excluding withdrawal management services) shall be made within 24 hours of the prior authorization request being submitted by the provider.

COUNTY will ensure that prior authorization processes are completed in a manner that assures the provision of a covered SUD service to a client in a timely manner appropriate for the client's condition. CONTRACTOR shall alert COUNTY when an expediated service authorization decision is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function. Expediated service authorizations shall not exceed 72 hours after receipt of the request for service, with a possible extension of up to 14 calendar days if the client or provider requests an extension.

Referral to the Mental Health Plan

Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed.

Coordination and Continuity of Care

CONTRACTOR shall comply with the care and coordination requirements established by the COUNTY and per 42 C.F.R. § 438.208.

CONTRACTOR shall ensure that all care, treatment, and services provided pursuant to this Agreement are coordinated among all providers who are serving the client. Coordination and continuity of care procedures shall meet the following requirements:

- Ensure that each client has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the client. The client shall be provided information on how to contact their designated person or entity.
- All services provided to clients shall be coordinated:
    a. Between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays.
    b. With the services the client receives from any other managed care organization.
    c. With the services the client receives in FFS Medi-Cal.
    d. With the services the client receives from community and social support providers.
- Share with other providers serving the client, as allowed by regulations, the results of any identification and assessment of that client's needs to prevent duplication of those activities.
- Ensure that each provider furnishing services to clients maintains and shares, as appropriate, a client health record in accordance with professional standards.
- Ensure that in the process of coordinating care, each client's privacy is protected in accordance with the privacy requirements in 45 C.F.R. Parts 160 and 164 subparts A and E and 42 C.F.R. Part 2, to the extent that they are applicable.

CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes. To facilitate care coordination, CONTRACTOR will request a HIPPA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state, and federal privacy laws and regulations.

Medications

If CONTRACTOR provides or stores medications, the CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and federal standards. CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.
Prescription and over the counter medications which expire and other bio-hazardous pharmaceutics including used syringes or medications which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record, to be retained for at least one year.
CONTRACTOR shall have at least one program staff on duty at all times trained to adequately monitor clients for signs and symptoms of their possible misuse of prescribed medications, adverse medication reactions and related medical complications.

Alcohol and Drug Free Environment

CONTRACTOR shall provide an alcohol and/or drug-free environment for clients. The use of medications for the treatment of SUD, mental illness, or physical conditions, shall be allowed and controlled as per CONTRACTOR's written policies and procedures.
CONTRACTOR shall have written policies regarding service delivery for when clients experience relapse episodes. These policies shall be supportive of and consistent with the alcohol and/or drug-free environment of the program.

Naloxone Requirements

All licensed and/or certified SUD recovery or treatment facilities shall comply with the following requirements:

- Maintain, at all times, at least 2 unexpired doses of naloxone, or any other opioid antagonist medication that is approved by the FDA for the treatment of an opioid overdose, on the premises of the licensed SUD recovery or treatment facility.
- Have at least one staff member, at all times, on the premises who knows the specific location of the naloxone, or other FDA-approved opioid antagonist medication, and who has been trained in its administration. Training shall include review of online resources and the National Harm Reduction Coalition's Opioid Overdose Basics website to respond effectively to an opioid-associated overdose emergency. Staff shall certify that they have reviewed and undergone training in opioid overdose prevention and treatment.
- The proof of completion of such training shall be documented in the staff member's individual personnel file, in accordance with California Code of Regulations (CCR), Title 9, § 10564(k).

Informing Materials

Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SUD services. Beneficiary informing materials include but are not limited to:

1. COUNTY DMC-ODS Beneficiary Handbook (BHIN 22-060)
2. Provider Directory
3. DMC-ODS Formulary
4. Advance Health Care Directive Form (required for adult clients only)
5. Notice of Language Assistance Services available upon request at no cost to the client
6. Language Taglines
7. Grievance/Appeal Process and Form
8. Notice of Privacy Practices
9. EPSDT poster (if serving clients under the age of 21)

CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change.

Required informing materials must be electronically available on the CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

Provider Directory

CONTRACTOR must follow the COUNTY's provider directory policy. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about its provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).

Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change. CONTRACTOR will only need to report changes/updates to the provider directory for each licensed SUD service provider.

Documentation Requirements

CONTRACTOR agrees to comply with documentation requirements for non-hospital services as specified in Article 4.2-4.9 inclusive in compliance with federal, state and COUNTY requirements.
All CONTRACTOR documentation shall be accurate, complete, legible, and shall list each date of service. CONTRACTOR shall document the face-to-face duration of the service, including travel and documentation time for each service. Services must be identified as provided in-person, by telephone, or by telehealth.
All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

Assessment

CONTRACTOR shall use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care.
The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include the provider's LOC determination and recommendation for services. If the assessment of the client is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the

LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

The problem list and progress note requirements shall support the medically necessary services or medical necessity of each service provided. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes.

ICD-10

CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SUD services to receive reimbursement from COUNTY.

Under the EPSDT mandate, for youth under the age of 21, a diagnosis from the ICD-10 for Substance-Related and Addictive Disorders is not required for early intervention services.

Problem List

CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
CONTRACTOR must document a problem list that adheres to industry standards
A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.
The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.
CONTRACTOR shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

Progress Notes

CONTRACTOR shall create progress notes for the provision of all DMC-ODS services provided under this Agreement. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
CONTRACTOR shall complete a daily progress note for services that are billed on a daily basis, such as residential and inpatient services, if applicable.

When a group service is rendered by the CONTRACTOR, the following conditions shall be met:

I. A list of participants is required to be documented and maintained by the CONTRACTOR.
II. If more than one provider renders a group service, one progress note may be completed for a group session and signed by one provider. CONTRACTOR shall ensure that in this case, the progress note clearly documents the specific involvement and the specific amount of time of involvement of each provider during the group activity, including documentation time.

Treatment Plans

A. CONTRACTOR shall develop treatment plans for all clients, when required, and these plans of care shall include the following:

I. Statement of problems experienced by the client to be addressed.

II. Statement of objectives to be reached that address each problem.

III. Statement of actions that will be taken by the program and/or client to accomplish the identified objectives.

IV. Target date(s) for accomplishment of actions and objectives.

B. CONTRACTOR shall develop the treatment plan with participation from the client in accordance with the timeframes specified below:

I. For outpatient programs, the treatment plan shall be developed within 30 calendar days from the date of the client's admission. The client's progress shall be reviewed and documented within 30 calendar days after signing the treatment plan and not later than every 30 calendar days thereafter.
II. For residential programs, the treatment plan shall be developed within 10 calendar days from the date of the client's admission.
III. An LPHA, registered or certified counselor shall ensure and document, that together with the client, the treatment plan is reviewed and updated, as necessary, when a change in problem identification or focus of treatment

occurs, or no later than 90 calendar days after signing the treatment plan and no later than every 90 calendar days thereafter, whichever comes first.

IV. For residential programs, including withdrawal management, the treatment plan shall be developed within 10 calendar days from the date of the client's admission.

Telehealth

CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth. All telehealth equipment and service locations must ensure that client confidentiality is maintained. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

Discharge Planning

CONTRACTOR shall have written policies and procedures or shall adopt the COUNTY's policies and procedures regarding discharge. These procedures shall contain the following: Written criteria for discharge defining:

a. Successful completion of program;
b. Administrative discharge;
c. Involuntary discharge;
d. Transfers and referrals.

A discharge summary that includes:

a. Reason for discharge, including whether the discharge was voluntary or involuntary and whether the client successfully completed the program;
b. Description of treatment episodes;
c. Description of recovery services completed;
d. Current alcohol and/or other drug usage;
e. Vocational and educational achievements;
f. Client's continuing recovery or discharge plan signed by an LPHA, or registered or certified counselor and client;
g. Transfers and referrals; and
h. Client's comments.

Service Objectives

1. **In FY 202x-xx,** an estimated ### 3.2 WM: Clinically Managed Residential Withdrawal Management services and ### 3.2 WM board and care days will be provided to approximately ### clients. A Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

   In FY 202x-xx, an estimated ### 3.2 WM: Clinically Managed Residential Withdrawal Management services and ### 3.2 WM board and care days will be provided to approximately ### clients. A Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.
2. At the time of discharge from withdrawal management services, **100%** of the residents' withdrawal signs and symptoms will be sufficiently resolved so that the resident can be safely managed at less intensive level of care such as residential or outpatient treatment services.
3. At the time of discharge from withdrawal management services, **80%** of the residents will be referred/linked to essential supportive/recovery services so that they may successfully reenter into the community.
4. Program staff providing services will be trained in the use of Evidence Based Practices (EBPs) including but not limited to two EBPs such as: Motivational Interviewing, Seeking Safety, Trauma Informed Seeking Safety, and Assessment to Change: Effective Strategies for Serving Justice-Involved Consumers in Behavioral Health services.

Target Population

The program is designed for men and women, 18 years and older who are in need of residential withdrawal management services. The program's mission is to target its services toward the individual seeking recovery as well as his environment, which includes family, significant others, employers, and the general community. CONTRACTOR shall give admission priority to pregnant women, HIV+ and
IV drug users.

Fees

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay.

Designated Program Monitor

Rachel Amerault,
Substance Use Disorder Services Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6383

PROGRAM 4: OPIOID (NARCOTIC) TREATMENT PROGRAM (ASAM OTP Level 1)

Program Location
Site address

Hours of Operation
Weekdays: ###
Weekends and Holidays:

Program Description
CONTRACTOR will provide Narcotic Treatment Program services, including the provision of methadone, buprenorphine, disulfiram and/or naloxone as prescribed by a physician, to Beneficiaries to alleviate the symptoms of withdrawal from narcotics; and other activities and services provided in compliance with CCR, Title 9, Division 4, Chapter 4, beginning with §10000. CONTRACTOR's physician determines continued participation in the maintenance program.

Program Integrity

In accordance with Health and Safety Code section 111834.015, DHCS has adopted the ASAM treatment criteria, or other equivalent evidenced based criteria as the minimum standard of care for AOD facilities. For this Agreement and subsequential services, CONTRACTOR shall adopt ASAM as the evidenced based practice standard for LOC. CONTRACTOR shall ensure treatment staff of all SUD treatment programs receive adequate training in ASAM criteria prior to providing services that includes but is not limited to in person or e-training modules:

- ASAM Module I- Multidimensional Assessment
- ASAM Module II- From Assessment to Service Planning and Level of Care
- ASAM Module III-Introduction to the ASAM Criteria

ASAM Service Level Description
NTP, also described in the ASAM criteria as an OTP, is an outpatient program that provides Food and Drug Administration (FDA)-approved medications and biological products to treat SUDs when ordered by a physician as medically necessary. NTPs are required to administer, dispense, or prescribe medications to patients covered under the DMC-ODS formulary including methadone, buprenorphine (transmucosal and long-acting injectable), naltrexone (oral and long-acting injectable), disulfiram, and naloxone. If the NTP is unable to directly administer or dispense medically necessary medications covered under the DMC-ODS formulary, the NTP must prescribe the medication for dispensing at a pharmacy or refer the beneficiary to a provider capable of dispensing the medication. The NTP shall offer the beneficiary a minimum of fifty minutes of counseling services per calendar month. NTPs shall comply with all federal and state NTP licensing requirements. If the NTP cannot comply with all federal and state NTP requirements, then the NTP must assist the beneficiary in choosing another MAT provider, ensure continuity of care, and facilitate a warm hand-off to ensure

engagement. NTP services are provided in DHCS-licensed NTP facilities pursuant to the California Code of Regulations, Title 9, Chapter 4, Division 4, and title 42 of the CFR. Counseling services provided in the NTP modality can be provided in person, by telehealth, or by telephone. However, the medical evaluation for methadone treatment (which consists of a medical history, laboratory tests, and a physical exam) must be conducted in-person).

NTP Services include the following service components:

- Assessment
- Care Coordination
- Counseling (individual and group)
- Family Therapy
- Medical Psychotherapy
- Medication Services
- MAT for OUD
- MAT for AUD and other non-opioid SUDs
- Patient Education
- Recovery Services
- SUD Crisis Intervention Services

Admission Criteria

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

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the

program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed. CONTRACTOR shall give admission priority to pregnant women, HIV + and IV drug users.

If a client meets the aforementioned criteria for admission to narcotic treatment program services and the CONTRACTOR does not have available capacity, CONTRACTOR shall refer the client to another NTP program within the COUNTY DMC-ODS Service Provider Network that offer the same level of NTP services.

Coordination and Continuity of Care

CONTRACTOR shall comply with the care and coordination requirements established by the COUNTY and per 42 C.F.R. § 438.208.

CONTRACTOR shall ensure that all care, treatment, and services provided pursuant to this Agreement are coordinated among all providers who are serving the client. Coordination and continuity of care procedures shall meet the following requirements:

- Ensure that each client has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the client. The client shall be provided information on how to contact their designated person or entity.
- All services provided to clients shall be coordinated:
    a. Between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays.
    b. With the services the client receives from any other managed care organization.
    c. With the services the client receives in FFS Medi-Cal.
    d. With the services the client receives from community and social support providers.

- Share with other providers serving the client, as allowed by regulations, the results of any identification and assessment of that client's needs to prevent duplication of those activities.
- Ensure that each provider furnishing services to clients maintains and shares, as appropriate, a client health record in accordance with professional standards.
- Ensure that in the process of coordinating care, each client's privacy is protected in accordance with the privacy requirements in 45 C.F.R. Parts 160 and 164 subparts A and E and 42 C.F.R. Part 2, to the extent that they are applicable.

CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes. To facilitate care coordination, CONTRACTOR will request a HIPPA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state, and federal privacy laws and regulations.

Medications

If CONTRACTOR provides or stores medications, the CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and federal standards. CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.
Prescription and over the counter medications which expire and other bio-hazardous pharmaceutics including used syringes or medications which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record, to be retained for at least one year.
CONTRACTOR shall have at least one program staff on duty at all times trained to adequately monitor clients for signs and symptoms of their possible misuse of prescribed medications, adverse medication reactions and related medical complications.

Alcohol and Drug Free Environment

CONTRACTOR shall provide an alcohol and/or drug-free environment for clients. The use of medications for the treatment of SUD, mental illness, or physical conditions, shall be allowed and controlled as per CONTRACTOR's written policies and procedures.
CONTRACTOR shall have written policies regarding service delivery for when clients experience relapse episodes. These policies shall be supportive of and consistent with the alcohol and/or drug-free environment of the program.

Naloxone Requirements

All licensed and/or certified SUD recovery or treatment facilities shall comply with the following requirements:

- Maintain, at all times, at least 2 unexpired doses of naloxone, or any other opioid antagonist medication that is approved by the FDA for the treatment of an opioid overdose, on the premises of the licensed SUD recovery or treatment facility.
- Have at least one staff member, at all times, on the premises who knows the specific location of the naloxone, or other FDA-approved opioid antagonist medication, and who has been trained in its administration. Training shall include review of online resources and the National Harm Reduction Coalition's Opioid Overdose Basics website to respond effectively to an opioid-associated overdose emergency. Staff shall certify that they have reviewed and undergone training in opioid overdose prevention and treatment.
- The proof of completion of such training shall be documented in the staff member's individual personnel file, in accordance with California Code of Regulations (CCR), Title 9, § 10564(k).

Informing Materials

Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SUD services. Beneficiary informing materials include but are not limited to:

1. COUNTY DMC-ODS Beneficiary Handbook (BHIN 22-060)
2. Provider Directory
3. DMC-ODS Formulary
4. Advance Health Care Directive Form (required for adult clients only)
5. Notice of Language Assistance Services available upon request at no cost to the client
6. Language Taglines
7. Grievance/Appeal Process and Form
8. Notice of Privacy Practices
9. EPSDT poster (if serving clients under the age of 21)

CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change.

Required informing materials must be electronically available on the CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

Provider Directory

CONTRACTOR must follow the COUNTY's provider directory policy. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about its provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).

Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change. CONTRACTOR will only need to report changes/updates to the provider directory for each licensed SUD service provider.

Documentation Requirements

CONTRACTOR agrees to comply with documentation requirements for non-hospital services as specified in Article 4.2-4.9 inclusive in compliance with federal, state and COUNTY requirements.

All CONTRACTOR documentation shall be accurate, complete, legible, and shall list each date of service. CONTRACTOR shall document the face-to-face duration of the service,

including travel and documentation time for each service. Services must be identified as provided in-person, by telephone, or by telehealth.
All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

Assessment

Narcotic Treatment Programs (NTPs) shall conduct a history and physical exam by a LPHA pursuant to state and federal regulations. This history and physical exam done at admission to a NTP qualifies for the purpose of determining medical necessity under the DMC-ODS.
NTPs are still required to completed full ASAM criteria assessment and refer beneficiaries to other identified services.
CONTRACTOR shall use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care.
The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include the provider's LOC determination and recommendation for services. If the assessment of the client is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

The problem list and progress note requirements shall support the medically necessary services or medical necessity of each service provided. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes.

ICD-10

CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SUD services to receive reimbursement from COUNTY.

Under the EPSDT mandate, for youth under the age of 21, a diagnosis from the ICD-10 for Substance-Related and Addictive Disorders is not required for early intervention services.

Problem List

CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
CONTRACTOR must document a problem list that adheres to industry standards

A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.
The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.
CONTRACTOR shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

Progress Notes

CONTRACTOR shall create progress notes for the provision of all DMC-ODS services provided under this Agreement. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

A. Progress notes shall include all the following elements, whether the note be for an individual or group service, and shall include:

CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
CONTRACTOR shall complete a daily progress note for services that are billed on a daily basis, such as residential and inpatient services, if applicable.

Treatment Plans

A. CONTRACTOR shall develop treatment plans for all clients, when required, and these plans of care shall include the following:

I. Statement of problems experienced by the client to be addressed.

II. Statement of objectives to be reached that address each problem.

III. Statement of actions that will be taken by the program and/or client to accomplish the identified objectives.

IV. Target date(s) for accomplishment of actions and objectives.

B. CONTRACTOR shall develop the treatment plan with participation from the client in accordance with the timeframes specified below:

I. For outpatient programs, including NTPs, the treatment plan shall be developed within 30 calendar days from the date of the client's admission. The client's progress shall be reviewed and documented within 30 calendar days after signing the treatment plan and not later than every 30 calendar days thereafter.

II. An LPHA, registered or certified counselor shall ensure and document, that together with the client, the treatment plan is reviewed and updated, as necessary, when a change in problem identification or focus of treatment occurs, or no later than 90 calendar days after signing the treatment plan and no later than every 90 calendar days thereafter, whichever comes first.

Narcotic Treatment Programs (NTP) are required to create a treatment plan for clients as per federal law. This requirement is not impacted by the documentation requirements in BHIN 22-019. NTPs shall continue to comply with federal and state regulations regarding plans of care and documentation requirements.

Telehealth

CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth. All telehealth equipment and service locations must ensure that client confidentiality is maintained. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

Discharge Planning

CONTRACTOR shall have written policies and procedures or shall adopt the COUNTY's policies and procedures regarding discharge. These procedures shall contain the following: Written criteria for discharge defining:

a. Successful completion of program;
b. Administrative discharge;
c. Involuntary discharge;

d. Transfers and referrals.

A discharge summary that includes:

a. Reason for discharge, including whether the discharge was voluntary or involuntary and whether the client successfully completed the program;
b. Description of treatment episodes;
c. Description of recovery services completed;
d. Current alcohol and/or other drug usage;
e. Vocational and educational achievements;
f. Client's continuing recovery or discharge plan signed by an LPHA, or registered or certified counselor and client;
g. Transfers and referrals; and
h. Client's comments.

Service Objectives

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

2. Provide the estimated Narcotic Treatment Program (NTP) units of service per FY 2021-23 as specified in the table below to those individuals continuously enrolled in the program.

Fiscal Year	Classification	UOS

Target Population

Medi-Cal eligible adults age18 years or older with primary addiction to heroin or other opioid addicted individuals in Monterey County (including temporary transfers) who wish to stabilize and decrease their addiction through their participation in an opioid treatment program. Priority admission is given to pregnant, HIV+ and IV drug users.

Fees
The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay.

Designated Contract Monitor
Rachel Amerault,
Substance Use Disorder Services Manager
Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd. Salinas, CA 93906
(831) 755-6383

PROGRAM 5: OUTPATIENT SERVICES (ASAM Level 1)

Program Locations:
Site location address

Hours of Operation

Program Description:

Program Integrity

In accordance with Health and Safety Code section 111834.015, DHCS has adopted the ASAM treatment criteria, or other equivalent evidenced based criteria as the minimum standard of care for AOD facilities. For this Agreement and subsequential services, CONTRACTOR shall adopt ASAM as the evidenced based practice standard for LOC. CONTRACTOR shall ensure treatment staff of all SUD treatment programs receive adequate training in ASAM criteria prior to providing services that includes but is not limited to in person or e-training modules:

- ASAM Module I- Multidimensional Assessment
- ASAM Module II- From Assessment to Service Planning and Level of Care
- ASAM Module III-Introduction to the ASAM Criteria

Program/ASAM Service Level Description
Outpatient treatment services (ASAM Level 1) are provided to beneficiaries when medically necessary (offering up to nine hours a week for adults, and six hours a week for adolescents). Services may exceed the maximum based on individual medical necessity. Outpatient

Treatment Services may be provided in person, by telehealth, or by telephone. Providers are required to either offer medications for addiction treatment (MAT, also known as medication-assisted treatment) directly, or have effective referral mechanisms in place to the most clinically appropriate MAT services (defined as facilitating access to MAT off-site for beneficiaries while they are receiving outpatient treatment services if not provided onsite. Providing a beneficiary the contact information for a treatment program is insufficient). CONTRACTOR will provide Drug Medi-Cal Outpatient services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by the State of California, operated and maintained to provide outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

Outpatient Treatment Program will provide the following services:

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

<u>Outpatient treatment services include the following service components:</u>

- Assessment
- Care Coordination
- Counseling (individual and group)
- Family Therapy
- Medication Services
- MAT for Opioid Use Disorder (OUD)
- MAT for Alcohol Use Disorder (AUD) and other non-opioid SUDs
- Patient Education
- Recovery Services
- SUD Crisis Intervention Services

Length of Stay

Duration of the program is dependent upon the nature of an individual's presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program will offer group-counseling sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, stress management, and relapse prevention. Parenting issues and needs will also be addressed in groups focusing on parenting-skills, child growth and development, home management, nutrition, bonding, and effective discipline.

Access to Services during Initial Assessment Phase

For individuals who have been assessed by the Behavioral Health Bureau, the referral process may include the submission of an electronic copy of the completed Behavioral Health Bureau assessment with full ASAM criteria.

CONTRACTOR shall complete ASAM screening for self-referred clients to ensure that individuals to whom the CONTRACTOR provides SUD services meet access criteria requirements.

Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

A. CONTRACTOR shall have written admission criteria for determining the client's eligibility and suitability for treatment and services. All clients admitted shall meet the admission criteria and this shall be documented in the client's record.
B. Programs shall ensure that their policies, procedures, practices, and rules and regulations do not discriminate against the above special populations. Whenever the needs of the client cannot be reasonably accommodated, efforts shall be made to make referral(s) to appropriate programs.
C. CONTRACTOR should recognize and educate staff and collaborative partners that Parole and Probation status is not a barrier to SUD services.
D. CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time-of-service provision as outlined in this Agreement.

Initial Assessment Phase

Individuals requesting Outpatient services may receive Outpatient Services during the initial assessment phase in accordance with access criteria.

The initial ASAM Criteria assessment shall be performed face-to-face, by telehealth or by telephone by an Licensed Practitioner of the Healing Arts (LPHA) or registered or certified counselor and may be done in the community or the home (expect for residential and NTP

services). If the assessment of the client is completed by a registered or certified counselor, then an LPHA shall evaluate that assessment with the counselor and the LPHA shall make the final diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

A. CONTRACTOR shall comply with beneficiaries' access criteria and services provided during the initial assessment process requirements:
   I. For beneficiaries 21 years of age and older, a full assessment using the ASAM Criteria shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered or certified counselor, or Peer Support Specialist (except for residential treatment services)
   II. For beneficiaries under the age of 21, a full assessment using the ASAM Criteria shall be completed within 60 days of the beneficiary's first visit with an LPHA or registered or certified counselor (except for residential treatment services).
   III. For beneficiaries experiencing homelessness and where the provider documents that due to homelessness additional time is required to complete the assessment, a full assessment using the ASAM Criteria shall be completed within 60 days of the beneficiary's first visit with an LPHA or registered or certified counselor (except for residential treatment services).
   IV. If a client withdraws from treatment prior to completion of the assessment or prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorder, and later returns, the 30-day or 60-day time period starts over.

Diagnosing During Initial Assessment Phase

A. CONTRACTOR may use the following options during the assessment phase of client's treatment when a diagnosis has yet to be established:
   I. ICD-10 codes Z55-Z65 Potential health hazards related to socioeconomic and psychological circumstances: may be used by all providers as appropriate during the assessment period prior to diagnosis and do not require certification as, or supervision, of, an LPHA.
   II. ICD-10 code Z03.89 Encounter for observation for other suspected diseases and conditions ruled out: may be used by an LPHA during the assessment phase of a client's treatment when a diagnosis has yet to be established.
   III. CMS approved diagnosis code on the ICD 10 tabular, available in the CMS 2022 ICD-10-CM page at: https://www.cms.gov/medicare/icd-10/2022-icd-10-cm, which may include Z codes. LPHAs may use any clinically appropriate ICD-10 code, for example, codes for "Other specified" and "Unspecified" disorders, or "Factors influencing health status and contact with health services".

Assessment of Tobacco Use Disorder during Initial Assessment Phase

All licensed and/or certified SUD recovery or treatment facilities shall conduct an assessment of tobacco use at the time of the client's initial intake, as part of the physical exam requirement for determining whether a client has a tobacco use disorder.

The licensed and/or certified SUD recovery or treatment facility shall do the following:

I. Provide information to the client on how continued use of tobacco products could affect their long-term success in recovery from SUD.
II. Recommend treatment for tobacco use disorder in the treatment plan.
III. Offer either treatment, subject to the limitation of the license or certification issued by DHCS, or a referral for treatment for tobacco use disorder.

After initial Assessment Requirements

CONTRACTOR shall comply with beneficiaries' access criteria after initial assessment requirements:

I. Beneficiaries 21 years of age and older, to qualify for DMC-ODS services after the initial assessment, must meet one of the following criteria:
a. Have at least one diagnosis from the most current edition of the Diagnostic and Statistical Manual (DSM) of Mental Disorders for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, ORb. Have had at least one diagnosis from the most current edition of the DSM for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.

II. Beneficiaries under the age of 21, qualify for DMC-ODS medically necessary services after the initial assessment, in the following circumstances:
a. All services that are Medi-Cal-coverable, appropriate, and medically necessary, needed to correct and ameliorate health conditions shall be provided, as per federal Early & Periodic Screening, Diagnostic and Treatment (EPSDT) statutes and regulations.
b. Services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs, consistent with federal guidance.

Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

ASAM Level of Care Determination

A. CONTRACTOR shall use the ASAM Criteria to determine placement into the appropriate level of care (LOC) for all beneficiaries, which is separate and distinct from determining medical necessity. LOC determinations shall ensure that beneficiaries are able to receive care in the least restrictive LOC that is clinically appropriate to treat their condition.

B. For clients who withdraw from treatment prior to completing the ASAM Criteria assessment or prior to establishing a diagnosis from the DSM for Substance-Related and Addictive Disorders, and later return, the time period for initial assessment starts over.
C. A full ASAM Criteria assessment, or brief screening ASAM Criteria tool for preliminary LOC recommendations, shall not be required to begin receiving DMC-ODS services.
D. A full ASAM Criteria assessment does not need to be repeated unless the client's condition changes.
E. Requirements for ASAM LOC assessments apply to NTP clients and settings.

Medical Necessity

A. Pursuant to BHIN 23-001 and consistent with Welfare & Institutions Code § 14059.5, DMC-ODS services must be medically necessary.
B. For beneficiaries 21 years of age and older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.
C. For beneficiaries under the age of 21, a service is "medically necessary" or a "medical necessity" if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

Service Authorization after initial assessment phase:

For SUD Non-Residential and Non-Inpatient Levels of Care service authorization: CONTRACTOR is not required to obtain service authorization for non-residential/non-inpatient levels of care. Prior authorization is prohibited for non-residential DMC-ODS services.

For SUD Residential and Inpatient Levels of Care: After the initial assessment phase, clients who meet medical necessity for SUD Residential or Inpatient treatment may request prior authorization for SUD residential or Inpatient treatment. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHIN 23-001, or any subsequent DHCS notices.

For SUD Residential and Inpatient Levels of Care service authorization, CONTRACTOR shall have in place, and follow, COUNTY written authorization policies and procedures for processing requests for initial and continuing authorization, or prior authorization, for

residential treatment services, including inpatient services, but excluding withdrawal management services. COUNTY will review the DSM and ASAM Criteria to ensure that the beneficiary meets the requirements for the service. Prior authorization for residential and inpatient services (excluding withdrawal management services) shall be made within 24 hours of the prior authorization request being submitted by the provider.

COUNTY will ensure that prior authorization processes are completed in a manner that assures the provision of a covered SUD service to a client in a timely manner appropriate for the client's condition. CONTRACTOR shall alert COUNTY when an expediated service authorization decision is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function. Expediated service authorizations shall not exceed 72 hours after receipt of the request for service, with a possible extension of up to 14 calendar days if the client or provider requests an extension.

Referral to the Mental Health Plan

Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome, and interpreters will be utilized as needed. Pregnant, HIV + and/or IV-drug users will receive priority admission.

Target Population

Men and women 18 years of age to 65 years of age who have met the diagnostic criteria in DSM V/ICD10 for a substance abuse disorder and the ASAM placement criteria. Applicants have also met the admission criteria for Community Human Services Outpatient Treatment program.

Fees

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director. Services will not be denied because of an individual's inability to pay.

Coordination and Continuity of Care

CONTRACTOR shall comply with the care and coordination requirements established by the COUNTY and per 42 C.F.R. § 438.208.

CONTRACTOR shall ensure that all care, treatment, and services provided pursuant to this Agreement are coordinated among all providers who are serving the client. Coordination and continuity of care procedures shall meet the following requirements:

- Ensure that each client has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the client. The client shall be provided information on how to contact their designated person or entity.
- All services provided to clients shall be coordinated:
    a. Between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays.
    b. With the services the client receives from any other managed care organization.
    c. With the services the client receives in FFS Medi-Cal.
    d. With the services the client receives from community and social support providers.
- Share with other providers serving the client, as allowed by regulations, the results of any identification and assessment of that client's needs to prevent duplication of those activities.
- Ensure that each provider furnishing services to clients maintains and shares, as appropriate, a client health record in accordance with professional standards.
- Ensure that in the process of coordinating care, each client's privacy is protected in accordance with the privacy requirements in 45 C.F.R. Parts 160 and 164 subparts A and E and 42 C.F.R. Part 2, to the extent that they are applicable.

CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes. To facilitate care coordination, CONTRACTOR will request a HIPPA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state, and federal privacy laws and regulations.

Medications

If CONTRACTOR provides or stores medications, the CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and federal standards.
CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.
Prescription and over the counter medications which expire and other bio-hazardous pharmaceutics including used syringes or medications which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record, to be retained for at least one year.

CONTRACTOR shall have at least one program staff on duty at all times trained to adequately monitor clients for signs and symptoms of their possible misuse of prescribed medications, adverse medication reactions and related medical complications.

Alcohol and Drug Free Environment

CONTRACTOR shall provide an alcohol and/or drug-free environment for clients. The use of medications for the treatment of SUD, mental illness, or physical conditions, shall be allowed and controlled as per CONTRACTOR's written policies and procedures.
CONTRACTOR shall have written policies regarding service delivery for when clients experience relapse episodes. These policies shall be supportive of and consistent with the alcohol and/or drug-free environment of the program.

Naloxone Requirements

All licensed and/or certified SUD recovery or treatment facilities shall comply with the following requirements:

- Maintain, at all times, at least 2 unexpired doses of naloxone, or any other opioid antagonist medication that is approved by the FDA for the treatment of an opioid overdose, on the premises of the licensed SUD recovery or treatment facility.
- Have at least one staff member, at all times, on the premises who knows the specific location of the naloxone, or other FDA-approved opioid antagonist medication, and who has been trained in its administration. Training shall include review of online resources and the National Harm Reduction Coalition's Opioid Overdose Basics website to respond effectively to an opioid-associated overdose emergency. Staff shall certify that they have reviewed and undergone training in opioid overdose prevention and treatment.
- The proof of completion of such training shall be documented in the staff member's individual personnel file, in accordance with California Code of Regulations (CCR), Title 9, § 10564(k).

Informing Materials

Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SUD services. Beneficiary informing materials include but are not limited to:

1. COUNTY DMC-ODS Beneficiary Handbook (BHIN 22-060)
2. Provider Directory
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8. Notice of Privacy Practices
9. EPSDT poster (if serving clients under the age of 21)

CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change.
Required informing materials must be electronically available on the CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

Provider Directory

CONTRACTOR must follow the COUNTY's provider directory policy. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about its provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).
Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change. CONTRACTOR will only need to report changes/updates to the provider directory for each licensed SUD service provider.

Documentation Requirements

CONTRACTOR agrees to comply with documentation requirements for non-hospital services as specified in Article 4.2-4.9 inclusive in compliance with federal, state and COUNTY requirements.
All CONTRACTOR documentation shall be accurate, complete, legible, and shall list each date of service. CONTRACTOR shall document the face-to-face duration of the service, including travel and documentation time for each service. Services must be identified as provided in-person, by telephone, or by telehealth.
All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

Assessment

CONTRACTOR shall use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care.
The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include the provider's LOC determination and recommendation for services. If the assessment of the client is completed by a registered or

certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

The problem list and progress note requirements shall support the medically necessary services or medical necessity of each service provided. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes.

ICD-10

CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SUD services to receive reimbursement from COUNTY.

Under the EPSDT mandate, for youth under the age of 21, a diagnosis from the ICD-10 for Substance-Related and Addictive Disorders is not required for early intervention services.

Problem List

CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
CONTRACTOR must document a problem list that adheres to industry standards
A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.
The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.
CONTRACTOR shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.
COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

Progress Notes

CONTRACTOR shall create progress notes for the provision of all DMC-ODS services provided under this Agreement. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
CONTRACTOR shall complete a daily progress note for services that are billed on a daily basis, such as residential and inpatient services, if applicable.

When a group service is rendered by the CONTRACTOR, the following conditions shall be met:

I. A list of participants is required to be documented and maintained by the CONTRACTOR.
II. If more than one provider renders a group service, one progress note may be completed for a group session and signed by one provider. CONTRACTOR shall ensure that in this case, the progress note clearly documents the specific involvement and the specific amount of time of involvement of each provider during the group activity, including documentation time.

Treatment Plans

A. CONTRACTOR shall develop treatment plans for all clients, when required, and these plans of care shall include the following:

I. Statement of problems experienced by the client to be addressed.

II. Statement of objectives to be reached that address each problem.

III. Statement of actions that will be taken by the program and/or client to accomplish the identified objectives.

IV. Target date(s) for accomplishment of actions and objectives.

B. CONTRACTOR shall develop the treatment plan with participation from the client in accordance with the timeframes specified below:

I. For outpatient programs, the treatment plan shall be developed within 30 calendar days from the date of the client's admission. The client's progress shall be reviewed and documented within 30 calendar days after signing the treatment plan and not later than every 30 calendar days thereafter.
II. An LPHA, registered or certified counselor shall ensure and document, that together with the client, the treatment plan is reviewed and updated, as necessary, when a change in problem identification or focus of treatment occurs, or no later than 90 calendar days after signing the treatment plan and no later than every 90 calendar days thereafter, whichever comes first.

Telehealth

CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of

care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth. All telehealth equipment and service locations must ensure that client confidentiality is maintained. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

Discharge Planning

CONTRACTOR shall have written policies and procedures or shall adopt the COUNTY's policies and procedures regarding discharge. These procedures shall contain the following:
Written criteria for discharge defining:

a. Successful completion of program;
b. Administrative discharge;
c. Involuntary discharge;
d. Transfers and referrals.

A discharge summary that includes:

a. Reason for discharge, including whether the discharge was voluntary or involuntary and whether the client successfully completed the program;
b. Description of treatment episodes;
c. Description of recovery services completed;
d. Current alcohol and/or other drug usage;
e. Vocational and educational achievements;
f. Client's continuing recovery or discharge plan signed by an LPHA, or registered or certified counselor and client;
g. Transfers and referrals; and
h. Client's comments.

Service Objectives

1. Operate and maintain a State certified alcohol and drug program in accordance with Department of Health Care Service's certification standards.

2. CONTRACTOR will provide the following estimated outpatient sessions to Drug/Medi-Cal eligible clients per FY:

FY	Classification	UOS per FY

3. Establish an outpatient treatment program that will reduce the negative impact of substance abuse on the individual and family.

4. Establish and maintain a broad spectrum of treatment services to address the diverse treatment needs of men and women.

5. Develop and establish an outpatient program that will empower clients in the collaborative treatment plan development process by matching treatment options and decisions based on the Participant's individual needs.

6. Treatment will be easily accessible and available to all clients needing services who meet the diagnostic criteria for admission.

7. Treatment planning and case management services will address each participant's level of need for appropriate stabilization and ongoing care.

Designated Contract Monitor
Rachel Amerault
Substance Use Disorder Services Manager
Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd. Salinas, CA 93906
(831) 755-6383

PROGRAM 7: INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)

Program Locations
Site address

Hours of Operation

Program Description:

Program Integrity

In accordance with Health and Safety Code section 111834.015, DHCS has adopted the ASAM treatment criteria, or other equivalent evidenced based criteria as the minimum standard of care for AOD facilities. For this Agreement and subsequential services, CONTRACTOR shall adopt ASAM as the evidenced based practice standard for LOC. CONTRACTOR shall ensure treatment staff of all SUD treatment programs receive adequate training in ASAM criteria prior to providing services that includes but is not limited to in person or e-training modules:

- ASAM Module I- Multidimensional Assessment
- ASAM Module II- From Assessment to Service Planning and Level of Care
- ASAM Module III-Introduction to the ASAM Criteria

Program/ASAM Service Level Description

Intensive Outpatient Treatment Services (ASAM Level 2.1) are provided to beneficiaries when medically necessary in a structured programming environment (offering a minimum of nine hours with a maximum of 19 hours a week for adults, and a minimum of six hours with a maximum of 19 hours a week for adolescents). Services may exceed the maximum based on individual medical necessity. Intensive Outpatient Treatment Services may be provided in person, by telehealth, or by telephone. Providers must offer MAT directly or have effective referral mechanisms in place to the most clinically appropriate MAT services (defined as facilitating access to MAT off-site for beneficiaries while they are receiving intensive outpatient treatment services if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient).

CONTRACTOR will provide Drug Medi-Cal Intensive Outpatient Services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by the State of California, operated and maintained to provide intensive outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

Intensive Outpatient treatment services include the following service components:

- Assessment
- Care Coordination
- Counseling (individual and group)
- Family Therapy
- Medication Services
- MAT for Opioid Use Disorder (OUD)
- MAT for Alcohol Use Disorder (AUD) and other non-opioid SUDs
- Patient Education
- Recovery Services
- SUD Crisis Intervention Services

Length of Stay

Duration of the program is dependent upon the nature of an individual's presenting problems, current level of multidimensional instability, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends three (3) to four (4) times weekly; services consist primarily of counseling and education about addiction-related and mental health problems. The individual's needs for psychiatric and medical treatment are determined through consultation and referrals to external support if the client remains stable and requires only maintenance monitoring. Program staff should have sufficient cross-training to understand symptoms of

mental health disorders and to understand the use and effects of psychotropic medications and their effect on substance use/addictive disorders. Duration of the program averages four to six (4-6) months. Individual, Group and family Therapy is based upon motivational interviewing, enhancement, and engagement strategies to address both substance related and mental health issues that negatively impact relationships, coping skills, and sustainable recovery.

Access to Services during Initial Assessment Phase

For individuals who have been assessed by the Behavioral Health Bureau, the referral process may include the submission of an electronic copy of the completed Behavioral Health Bureau assessment with full ASAM criteria.

CONTRACTOR shall complete ASAM screening for self-referred clients to ensure that individuals to whom the CONTRACTOR provides SUD services meet access criteria requirements.

Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

A. CONTRACTOR shall have written admission criteria for determining the client's eligibility and suitability for treatment and services. All clients admitted shall meet the admission criteria and this shall be documented in the client's record.
B. Programs shall ensure that their policies, procedures, practices, and rules and regulations do not discriminate against the above special populations. Whenever the needs of the client cannot be reasonably accommodated, efforts shall be made to make referral(s) to appropriate programs.
C. CONTRACTOR should recognize and educate staff and collaborative partners that Parole and Probation status is not a barrier to SUD services.
D. CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time-of-service provision as outlined in this Agreement.

Initial Assessment Phase

Individuals requesting Intensive Outpatient Services may receive Intensive Outpatient Services during the initial assessment phase in accordance with access criteria.
The initial ASAM Criteria assessment shall be performed face-to-face, by telehealth or by telephone by an Licensed Practitioner of the Healing Arts (LPHA) or registered or certified counselor and may be done in the community or the home (expect for residential and NTP services). If the assessment of the client is completed by a registered or certified counselor, then an LPHA shall evaluate that assessment with the counselor and the LPHA shall make the final diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

A. CONTRACTOR shall comply with beneficiaries' access criteria and services provided during the initial assessment process requirements:

I. For beneficiaries 21 years of age and older, a full assessment using the ASAM Criteria shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered or certified counselor, or Peer Support Specialist (except for residential treatment services)

II. For beneficiaries under the age of 21, a full assessment using the ASAM Criteria shall be completed within 60 days of the beneficiary's first visit with an LPHA or registered or certified counselor (except for residential treatment services).

III. For beneficiaries experiencing homelessness and where the provider documents that due to homelessness additional time is required to complete the assessment, a full assessment using the ASAM Criteria shall be completed within 60 days of the beneficiary's first visit with an LPHA or registered or certified counselor (except for residential treatment services).

IV. If a client withdraws from treatment prior to completion of the assessment or prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorder, and later returns, the 30-day or 60-day time period starts over.

ICD-10

A. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

B. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SUD services to receive reimbursement from COUNTY.

C. Under the EPSDT mandate, for youth under the age of 21, a diagnosis from the ICD-10 for Substance-Related and Addictive Disorders is not required for early intervention services.

D. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by DHCS.

Diagnosing During Initial Assessment Phase

A. CONTRACTOR may use the following options during the assessment phase of client's treatment when a diagnosis has yet to be established:

I. ICD-10 codes Z55-Z65 Potential health hazards related to socioeconomic and psychological circumstances: may be used by all providers as appropriate during the assessment period prior to diagnosis and do not require certification as, or supervision, of, an LPHA.

II. ICD-10 code Z03.89 Encounter for observation for other suspected diseases and conditions ruled out: may be used by an LPHA during the assessment phase of a client's treatment when a diagnosis has yet to be established.

III. CMS approved diagnosis code on the ICD 10 tabular, available in the CMS 2022 ICD-10-CM page at: https://www.cms.gov/medicare/icd-10/2022-icd-10-cm, which may include Z codes. LPHAs may use any clinically appropriate ICD-10 code, for example, codes for "Other specified" and "Unspecified"

disorders, or "Factors influencing health status and contact with health services".

Assessment of Tobacco Use Disorder during Initial Assessment Phase

All licensed and/or certified SUD recovery or treatment facilities shall conduct an assessment of tobacco use at the time of the client's initial intake, as part of the physical exam requirement for determining whether a client has a tobacco use disorder.
The licensed and/or certified SUD recovery or treatment facility shall do the following:

I. Provide information to the client on how continued use of tobacco products could affect their long-term success in recovery from SUD.
II. Recommend treatment for tobacco use disorder in the treatment plan.
III. Offer either treatment, subject to the limitation of the license or certification issued by DHCS, or a referral for treatment for tobacco use disorder.

After initial Assessment Requirements

CONTRACTOR shall comply with beneficiaries' access criteria after initial assessment

requirements:

I. Beneficiaries 21 years of age and older, to qualify for DMC-ODS services after the initial assessment, must meet one of the following criteria:
    a. Have at least one diagnosis from the most current edition of the Diagnostic and Statistical Manual (DSM) of Mental Disorders for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, OR
    b. Have had at least one diagnosis from the most current edition of the DSM for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.

II. Beneficiaries under the age of 21, qualify for DMC-ODS medically necessary services after the initial assessment, in the following circumstances:

    a. All services that are Medi-Cal-coverable, appropriate, and medically necessary, needed to correct and ameliorate health conditions shall be provided, as per federal Early & Periodic Screening, Diagnostic and Treatment (EPSDT) statutes and regulations.
    b. Services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs, consistent with federal guidance.

Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

ASAM Level of Care Determination

A. CONTRACTOR shall use the ASAM Criteria to determine placement into the appropriate level of care (LOC) for all beneficiaries, which is separate and distinct from determining medical necessity. LOC determinations shall ensure that beneficiaries are able to receive care in the least restrictive LOC that is clinically appropriate to treat their condition.
B. For clients who withdraw from treatment prior to completing the ASAM Criteria assessment or prior to establishing a diagnosis from the DSM for Substance-Related and Addictive Disorders, and later return, the time period for initial assessment starts over.
C. A full ASAM Criteria assessment, or brief screening ASAM Criteria tool for preliminary LOC recommendations, shall not be required to begin receiving DMC-ODS services.
D. A full ASAM Criteria assessment does not need to be repeated unless the client's condition changes.
E. Requirements for ASAM LOC assessments apply to NTP clients and settings.

Medical Necessity

A. Pursuant to BHIN 23-001 and consistent with Welfare & Institutions Code § 14059.5, DMC-ODS services must be medically necessary.
B. For beneficiaries 21 years of age and older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.
C. For beneficiaries under the age of 21, a service is "medically necessary" or a "medical necessity" if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

Service Authorization after initial assessment phase:

For SUD Non-Residential and Non-Inpatient Levels of Care service authorization: CONTRACTOR is not required to obtain service authorization for non-residential/non-inpatient levels of care. Prior authorization is prohibited for non-residential DMC-ODS services.

For SUD Residential and Inpatient Levels of Care: After the initial assessment phase, client's who meet medical necessity for SUD Residential or Inpatient treatment may request prior authorization for SUD residential or Inpatient treatment. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHIN 23-001, or any subsequent DHCS notices.

For SUD Residential and Inpatient Levels of Care service authorization, CONTRACTOR shall have in place, and follow, COUNTY written authorization policies and procedures for processing requests for initial and continuing authorization, or prior authorization, for residential treatment services, including inpatient services, but excluding withdrawal management services. COUNTY will review the DSM and ASAM Criteria to ensure that the beneficiary meets the requirements for the service. Prior authorization for residential and inpatient services (excluding withdrawal management services) shall be made within 24 hours of the prior authorization request being submitted by the provider.

COUNTY will ensure that prior authorization processes are completed in a manner that assures the provision of a covered SUD service to a client in a timely manner appropriate for the client's condition. CONTRACTOR shall alert COUNTY when an expediated service authorization decision is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function. Expediated service authorizations shall not exceed 72 hours after receipt of the request for service, with a possible extension of up to 14 calendar days if the client or provider requests an extension.

Referral to the Mental Health Plan

Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome, and interpreters will be utilized as needed.

Target Population

Access to the Intensive Outpatient Services program will be for eligible women and men who are self-referred and or referred by the Behavioral Health Bureau assessment staff. Outpatient services are provided to non-perinatal and perinatal beneficiaries. In general, these will be women and men who may also be involved with the Probation Department, Drug Court, or Department of Social Services CalWORKS programs. Many of these women and men are without custody of their children but are working toward reunification with their children and need to address their alcohol or other drug abuse and mental health issues.

Coordination and Continuity of Care

CONTRACTOR shall comply with the care and coordination requirements established by the COUNTY and per 42 C.F.R. § 438.208.

CONTRACTOR shall ensure that all care, treatment, and services provided pursuant to this Agreement are coordinated among all providers who are serving the client. Coordination and continuity of care procedures shall meet the following requirements:

- Ensure that each client has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the client. The client shall be provided information on how to contact their designated person or entity.
- All services provided to clients shall be coordinated:
    a. Between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays.
    b. With the services the client receives from any other managed care organization.
    c. With the services the client receives in FFS Medi-Cal.
    d. With the services the client receives from community and social support providers.
- Share with other providers serving the client, as allowed by regulations, the results of any identification and assessment of that client's needs to prevent duplication of those activities.
- Ensure that each provider furnishing services to clients maintains and shares, as appropriate, a client health record in accordance with professional standards.
- Ensure that in the process of coordinating care, each client's privacy is protected in accordance with the privacy requirements in 45 C.F.R. Parts 160 and 164 subparts A and E and 42 C.F.R. Part 2, to the extent that they are applicable.

CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes. To facilitate care coordination, CONTRACTOR will request a HIPPA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state, and federal privacy laws and regulations.

Medications

If CONTRACTOR provides or stores medications, the CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and federal standards.
CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.
Prescription and over the counter medications which expire and other bio-hazardous pharmaceutics including used syringes or medications which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record, to be retained for at least one year.
CONTRACTOR shall have at least one program staff on duty at all times trained to adequately monitor clients for signs and symptoms of their possible misuse of prescribed medications, adverse medication reactions and related medical complications.

Alcohol and Drug Free Environment

CONTRACTOR shall provide an alcohol and/or drug-free environment for clients. The use of medications for the treatment of SUD, mental illness, or physical conditions, shall be allowed and controlled as per CONTRACTOR's written policies and procedures.
CONTRACTOR shall have written policies regarding service delivery for when clients experience relapse episodes. These policies shall be supportive of and consistent with the alcohol and/or drug-free environment of the program.

Naloxone Requirements

All licensed and/or certified SUD recovery or treatment facilities shall comply with the following requirements:

- Maintain, at all times, at least 2 unexpired doses of naloxone, or any other opioid antagonist medication that is approved by the FDA for the treatment of an opioid overdose, on the premises of the licensed SUD recovery or treatment facility.
- Have at least one staff member, at all times, on the premises who knows the specific location of the naloxone, or other FDA-approved opioid antagonist medication, and who has been trained in its administration. Training shall include review of online resources and the National Harm Reduction Coalition's Opioid Overdose Basics website to respond effectively to an opioid-associated overdose emergency. Staff shall certify that they have reviewed and undergone training in opioid overdose prevention and treatment.
- The proof of completion of such training shall be documented in the staff member's individual personnel file, in accordance with California Code of Regulations (CCR), Title 9, § 10564(k).

Informing Materials

Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SUD services. Beneficiary informing materials include but are not limited to:

1. COUNTY DMC-ODS Beneficiary Handbook (BHIN 22-060)
2. Provider Directory
3. DMC-ODS Formulary
4. Advance Health Care Directive Form (required for adult clients only)
5. Notice of Language Assistance Services available upon request at no cost to the client
6. Language Taglines
7. Grievance/Appeal Process and Form
8. Notice of Privacy Practices
9. EPSDT poster (if serving clients under the age of 21)

CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment. CONTRACTOR shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change.

Required informing materials must be electronically available on the CONTRACTOR's website and must be physically available at the CONTRACTOR agency facility lobby for clients' access. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

Provider Directory

CONTRACTOR must follow the COUNTY's provider directory policy. CONTRACTOR must make available to clients, in paper form upon request and electronic form, specified information about its provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the COUNTY website and is updated by the COUNTY no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).

Any changes to information published in the provider directory must be reported to the COUNTY within two weeks of the change. CONTRACTOR will only need to report changes/updates to the provider directory for each licensed SUD service provider.

Documentation Requirements

CONTRACTOR agrees to comply with documentation requirements for non-hospital services as specified in Article 4.2-4.9 inclusive in compliance with federal, state and COUNTY requirements.

All CONTRACTOR documentation shall be accurate, complete, legible, and shall list each date of service. CONTRACTOR shall document the face-to-face duration of the service, including travel and documentation time for each service. Services must be identified as provided in-person, by telephone, or by telehealth.

All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

Assessment

CONTRACTOR shall use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care.

The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include the provider's LOC determination and recommendation for services. If the assessment of the client is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

The problem list and progress note requirements shall support the medically necessary services or medical necessity of each service provided. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes.

ICD-10

CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SUD services to receive reimbursement from COUNTY.

Under the EPSDT mandate, for youth under the age of 21, a diagnosis from the ICD-10 for Substance-Related and Addictive Disorders is not required for early intervention services.

Problem List

CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
CONTRACTOR must document a problem list that adheres to industry standards
A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.
The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.
CONTRACTOR shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.
COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

Progress Notes

CONTRACTOR shall create progress notes for the provision of all DMC-ODS services provided under this Agreement. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.

CONTRACTOR shall complete a daily progress note for services that are billed on a daily basis, such as residential and inpatient services, if applicable.

When a group service is rendered by the CONTRACTOR, the following conditions shall be met:

I. A list of participants is required to be documented and maintained by the CONTRACTOR.
II. If more than one provider renders a group service, one progress note may be completed for a group session and signed by one provider. CONTRACTOR shall ensure that in this case, the progress note clearly documents the specific involvement and the specific amount of time of involvement of each provider during the group activity, including documentation time.

Treatment plans

A. CONTRACTOR shall develop treatment plans for all clients, when required, and these plans of care shall include the following:
   I. Statement of problems experienced by the client to be addressed.
   II. Statement of objectives to be reached that address each problem.
   III. Statement of actions that will be taken by the program and/or client to accomplish the identified objectives.
   IV. Target date(s) for accomplishment of actions and objectives.
B. CONTRACTOR shall develop the treatment plan with participation from the client in accordance with the timeframes specified below:
   I. For outpatient programs, the treatment plan shall be developed within 30 calendar days from the date of the client's admission. The client's progress shall be reviewed and documented within 30 calendar days after signing the treatment plan and not later than every 30 calendar days thereafter.
   II. For residential programs, the treatment plan shall be developed within 10 calendar days from the date of the client's admission.
   III. An LPHA, registered or certified counselor shall ensure and document, that together with the client, the treatment plan is reviewed and updated, as necessary, when a change in problem identification or focus of treatment occurs, or no later than 90 calendar days after signing the treatment plan and no later than every 90 calendar days thereafter, whichever comes first.

Telehealth

CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth. All telehealth equipment and service locations must ensure that client confidentiality is maintained. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior

to initiating applicable health care services. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

Discharge Planning

CONTRACTOR shall have written policies and procedures or shall adopt the COUNTY's policies and procedures regarding discharge. These procedures shall contain the following:

Written criteria for discharge defining:

a. Successful completion of program;
b. Administrative discharge;
c. Involuntary discharge;
d. Transfers and referrals.

A discharge summary that includes:

a. Reason for discharge, including whether the discharge was voluntary or involuntary and whether the client successfully completed the program;
b. Description of treatment episodes;
c. Description of recovery services completed;
d. Current alcohol and/or other drug usage;
e. Vocational and educational achievements;
f. Client's continuing recovery or discharge plan signed by an LPHA, or registered or certified counselor and client;
g. Transfers and referrals; and
h. Client's comments.

Service Objectives

1. Operate and maintain a State certified alcohol and drug program in accordance with Department of Health Care Service's certification standards.
2. CONTRACTOR will provide the following estimated outpatient sessions to Drug/Medi-Cal eligible clients per FY:

FY	Classification	UOS per FY

Fees

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director. Services will not be denied because of an individual's inability to pay.

Drug Medi-Cal Organized Delivery System Support Services

Medications for Addiction Treatment (also known as medication-assisted treatment or MAT)

MAT includes all FDA-approved medications and biological products to treat AUD, OUD, and any SUD. MAT may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of a level of care listed in this "Covered DMC-ODS Services" section. MAT may be provided with the following service components:

- Assessment
- Care Coordination
- Counseling (individual and group)
- Family Therapy
- Medication Services
- Patient Education
- Recovery Services
- SUD Crisis Intervention Services
- Withdrawal Management Services

Recovery Services

Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level. Recovery Services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD. Services may be provided in person, by telehealth, or by telephone. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in this "Covered DMC-ODS Services" section, or as a service delivered as part of these levels of care.

Recovery Services include the following service components:

- Assessment
- Care Coordination
- Counseling (individual and group)
- Family Therapy
- Recovery Monitoring, which includes recovery coaching and monitoring designed for the maximum reduction of the beneficiary's SUD.
- Relapse Prevention, which includes interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary's SUD.

Service Objectives: The Program will provide the following services per Fiscal Year:

1. In FY 202x-2x, an estimated: **###** **mins** of recovery services (relapse prevention/recovery monitoring) will be provided to NTP and ODF clients. Units of service consist of 15-minute increments.

2. In FY 202x-xx, an estimated: **###** **mins** of recovery services (relapse prevention/recovery monitoring) will be provided to NTP and ODF clients. Units of service consist of 15-minute increments.

Care Coordination/Case Management

Care coordination also referred to as "case management" that were used to describe the DMC-ODS program for the years 2015- 2021. DHCS has retitled and re-described this benefit as "care coordination." Care coordination shall be provided to a client in conjunction with all levels of treatment. It may also be delivered and claimed as a standalone service. CONTRACTOR shall coordination services with other SUD, physical, and/or mental health services in order to ensure a client-centered and whole-person approach to wellness. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care coordination can be provided in clinical or non-clinical settings (including the community) and can be provided face-to-face, by telehealth, or by telephone.

Care coordination includes one or more of the following components:

- Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

- Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.

- Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

Clinician Consultation

Clinician Consultation replaces and expands the previous "Physician Consultation" service that were used to describe the DMC-ODS program during the years 2015-2021. Clinician Consultation consists of DMC-ODS LPHAs consulting with LPHAs, such as addiction

medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. Clinician Consultation is not a direct service provided to DMC-ODS beneficiaries. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS beneficiaries. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

Service Objectives: The Program will provide the following services per Fiscal Year:

1. In FY 202x-xx, an estimated: **# mins** of service will be available for physician consultation services for Drug-Medi-Cal Clients. Units of service consist of 15-minute increments.
2. In FY 202x-2x, an estimated: **### mins** of service will be available for physician consultation services for Drug-Medi-Cal Clients. Units of service consist of 15-minute increments.

Fees

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director. Services will not be denied because of an individual's inability to pay.

Designated Program Monitor

Rachel Amerault,
Substance Use Disorder Services Administrator
Monterey County Behavioral Health
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-6384

EXHIBIT B: PAYMENT PROVISIONS

PAYMENT TYPE

Cost Reimbursed up to the Maximum Contract Amount.

Non-Drug/Medi-Cal

1. COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community, which fall within the general services described in Exhibit A.

2. COUNTY shall compensate CONTRACTOR in the following manner:

A. For Programs X,X and X, CONTRACTOR shall bill COUNTY one- twelfth of the annual amount, monthly, in advance on Exhibit C.

B. For Programs X, X, X and X services shall be invoiced to COUNTY in arrears and on a monthly basis.

CONTRACTOR shall develop a fee schedule in accordance with Section 14.

3. COUNTY shall pay CONTRACTOR for services using the following negotiated rates for each fiscal year:

Service Description	**Estimated FY Units Of Service**	**Rate**	**Estimated FY _____ Amount**
Total Services Billed to Non-Drug/Medi-Cal:			**$**

Drug/Medi-Cal

COUNTY shall pay CONTRACTOR for Drug Medi-Cal covered services rendered to Monterey County eligible participants and to the community which fall within the general services as outlined in Exhibit A. The rates for Drug/Medi-Cal client services reimbursed to the CONTRACTOR shall be an interim rate approved by the COUNTY and based upon the estimated cost and units of services for the applicable fiscal year. COUNTY shall compensate CONTRACTOR in the following manner:

a. For Programs X and X, Outpatient Program - Drug Medi-Cal (DMC) and Intensive Outpatient Treatment (DMC), CONTRACTOR shall bill COUNTY monthly, in arrears, on Exhibit C, attached to supporting documentation as required by COUNTY for payment.
b. COUNTY shall pay CONTRACTOR for services using the following negotiated rates for each fiscal year:

Classification	UOS	Rate	Estimated FY Amount
Total Services Billed to Drug Medi-Cal:			**$**

4. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by Drug Medi-Cal funds, SABG funds, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on agreed upon rates for providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for substance abuse treatment and/or alcohol and other drug prevention services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S State Approved Rates (SAR), which are based on the CONTRACTOR's submitted budget for each funded program. CONTRACTOR shall be responsible for costs that exceed applicable (SAR)s. In no case shall payments to CONTRACTOR exceed the (SAR). In addition to the (SAR)limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section 3. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section 5.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Drug Medi-Cal funds, SABG funds, or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Drug Medi-Cal Funded Program(s),

CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Drug/Medi-Cal, are not Drug/Medi-Cal eligible or out of county beneficiaries during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on the approved Behavioral Health Plan SUD Invoice Form provided as Exhibit C, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30^{th}) day of the month following the month of service. See Section 3, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit C, Behavioral Health Plan SUD Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall then submit such certified claim to the COUNTY Auditor. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

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

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

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

5. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of $**XXXX** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
TOTAL MAXIMUM LIABILITY	**$**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

6. BILLING AND PAYMENT LIMITATIONS

A. Claiming: CONTRACTOR shall enter claims data into the COUNTY's billing and transactional database system within the timeframes established by COUNTY. CONTRACTOR shall use EHR service codes defined by COUNTY which map/crosswalk to Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes based on service and provider taxonomy. Claims shall be complete and accurate and must include all required information regarding the claimed services. CONTRACTOR shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting denied services for resubmission as needed.

B. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Drug/Medi-Cal claims files, contractual limitations of this Agreement, annual cost, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

C. Allowable Costs: Allowable costs shall be the CONTRACTOR'S Drug Medi-Cal eligible actual costs or charges for delivering the services specified under this Agreement, as

set forth in the Budget and Expenditure Report provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

D. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. All requests for budget amendments must be submitted prior to March 31 of the current Fiscal Year period. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

E. Administrative Overhead: CONTRACTOR's administrative costs shall not exceed fifteen (15%) percent of total program costs.

F. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

G. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Drug/Medi-Cal claims, and billing system data.

7. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR

regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

8. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX MEDICAID SERVICES

A. Under this Agreement, CONTRACTOR has Funded Programs that include Drug/Medi-Cal services. CONTRACTOR shall certify in writing annually, by July 1 of each year, that all necessary documentation shall exist at the time any claims for Drug/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Drug Medi-Cal Organized Delivery System Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Drug/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Drug MC-Organize Delivery System (ODS) Plan, shall submit to the State in a timely manner claims for Drug/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Drug/Medi-Cal services is contingent

upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Medicaid Administrative Activities by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Medicaid, subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. In no event shall CONTRACTOR bill COUNTY for a portion of service costs for which CONTRACTOR has been or will be reimbursed from other contracts, grants or sources.

L. Nothing in this Section 8 shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

9. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with

the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Medicaid, Medicare, private insurance, or other third-party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of Non Drug/Medi-Cal, Drug/Medi-Cal service/activities specified in this Agreement.

C. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of Drug Medi-Cal beneficiaries without deducting those fees from the cost of providing those Drug/Medi-Cal services for which fees were paid.

D. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of Non Drug/Medi-Cal, Drug/Medi-Cal services/activities specified in this Agreement.

E. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Drug Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Drug/Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

10. AUTHORITY TO ACT FOR THE COUNTY

The DIRECTOR may designate one or more persons within the Department of Health, Behavioral Health Bureau for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "DIRECTOR" in all cases shall mean "DIRECTOR or his/her designee.

EXHIBIT C – Behavioral Health Plan SUD Invoice

EXHIBIT C: BEHAVIORAL HEALTH PLAN SUD INVOICE FORM

Contractor :		Invoice Number :	
Address Line 1		County PO No. :	
Address Line 2		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		Final Invoice :	(Check if Yes)
BH Division :	Substance Use Disorder Services	BH Control Number	

Classification	Rate of Reimbursement per Unit	Total Contracted UOS FY 2023-24	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
					0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
					0	0	#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
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TOTALS		0	0	0	0	0	#DIV/0!	$0	0.00	0.00	0.00	$0	#DIV/0!

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: ______________________ Date: ______________________

Title: Chief Financial Officer Telephone: ______________________

Send to:	MCHDBHFinance@co.monterey.ca.us
	Behavioral Health Claims Section

Behavioral Health Authorization for Payment

______________________ ______________________

Authorized Signatory SUD I

EXHIBIT D - CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq., 42 CFR Part 2, Health and Safety Code §120980, Civil Code 56.10 and HIPAA/HITECH.

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

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

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

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

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

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

	Business Name of Contractor
Signature of Authorized Representative	*Name of Authorized Representative (printed)*
Date	*Title of Authorized Representative*

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

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.
Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.
This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).
In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.
CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

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

C.

Contractor's Business Name:			
Name of Contractor's Designee:			
Title of Designee:			
Street:			
City:		State:	Zip:
IRS Employer Identification Number:			
I certify that the above information is complete and correct to the best of my knowledge and belief. --- Signature of Contractor: Date: ____/___/_____			

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

By_____ _____

Contractor's Signature **Date**

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

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

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

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

Collaboration

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

Access

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

Cultural Competent Services:

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

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

Definitions for Cultural Competency

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

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

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

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

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

(Cross, Bazron, Dennis & Issacs, 1989)

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

(Randall David, 1994)

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

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

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

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

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

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

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

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

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

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

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

	Business Name of Contractor
Signature of Authorized Representative	*Name of Authorized Representative (printed)*
Date	*Title of Authorized Representative*

EXHIBIT G: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective_____, 20__ ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and _____ ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. **DEFINITIONS**

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 et seq.), the patient access law (Cal. Health & Safety Code § 123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 et seq.), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. **PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. **RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; May 2021 4817-6588-6700.1

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or nonpermitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity,

provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual;

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for

challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create deidentified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 **Responsibilities of Covered Entity**. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 <u>Term</u>. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below. If to Business Associate, to: _____
Attn:_____
_____
_____
Phone:_____
Fax:_____
Email:_____

If to Covered Entity, to:
County of Monterey Health Department
Attn: Compliance/Privacy Officer
1270 Natividad Road Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "COUNTY"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by

the COUNTY with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the Parties to provide the broadest possible indemnification for the COUNTY. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than $10,000,000 per claim and in the aggregate. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

COUNTY OF MONTEREY, ON BEHALF OF THE HEALTH DEPARTMENT	***CONTRACTOR NAME***
By: _____	By: _____
Print Name: Elsa M. Jimenez	Print Name: _____
Print Title: Director of Health	Print Title: _____
Date: _____	Date: _____

May 2021

EXHIBIT H: BUDGET AND EXPENDITURE REPORT

CONTRACTOR'S NAME

BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health

Fiscal Year

Program Name:		**AVATAR Program(s):**	
Unduplicated Number of Clients Served:		**Address:**	

Service Description	Mode of Service	Service Function Code	Total Units of Service	Amount Due from the COUNTY	Estimated Medi-Cal Units of Service	Estimated Federal Financial Participation (FFP) Revenue
						$ -

	Actual FY 2016-17	Budget FY 2017-18	Budget FY 2018-19	Change
A. PROGRAM REVENUES				
Monterey County Funds (Monterey County's Use):				
Provisional Rates				
Estimated Federal Financial Participation (FFP)	$ -			
Cash Flow Advances				
		$ -		
Total Requested Monterey County Funds	$ -	$ -	$ -	$ -
Other Program Revenues				
TOTAL PROGRAM REVENUES (equals Allowable Costs)	$ -	$ -	$ -	$ -

B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories list. CONTRACTOR is expected to be able to identify direct and indirect costs directly from its financial statements.

I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified specifically with a particular final cost objective.

	A. Mode Costs (Direct Services)	Actual FY 2016-17	Budget FY 2017-18	Budget FY 2018-19	Change
1	Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)				
2	Payroll taxes				
3	Employee benefits				
4	Workers Compensation				
5	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
6	Temporary Staffing				
7	Flexible Client Spending (please provide supporting documents)				
8	Travel (costs incurred to carry out the program)				
9	Employee Travel and Conference				
10	Communication Costs				
11	Utilities				
12	Cleaning and Janitorial				
13	Maintenance and Repairs - Buildings				
14	Maintenance and Repairs - Equipment				
15	Printing and Publications				
16	Memberships, Subscriptions and Dues				
17	Office Supplies				
18	Postage and Mailing				
19	Medical Records				
20	Data Processing				
21	Rent and Leases - equipment				
22	Rent and Leases - building and improvements (please identify the property address and method of cost allocation)				
23	Taxes and assessments (Please identify the property address and method of cost allocation)				
24	Interest in Other Long-term debts (please identify the property address and method of cost allocation)				
25	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost)				
26	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)				
27	Miscellaneous (please provide details)				
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)				
29	**Total Mode Costs**	$ -	$ -	$ -	$ -
	B. Administrative Costs - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service				
30	Salaries and Benefits				
31	Supplies				
32	Others - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.				
33	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)				
34	**Total Administrative Costs**	$ -	$ -	$ -	$ -
35	**TOTAL DIRECT COSTS**	$ -	$ -	$ -	$ -

II Indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. The indirect cost centers correspond directly with the expense accounts defined in the Accounting Standards and Procedures for Counties, which is published by the California State Controller's Office.

	INDIRECT COSTS	Actual FY 2016-17	Budget FY 2017-18	Budget FY 2018-19	Change
36	Equipment (purchase price of less than $5000)				
37	Rent and Leases - equipment				
38	Rent and Leases - building and improvements				
39	Taxes and assessments				
40	Insurance and Indemnity				
41	Maintenance - equipment				
42	Maintenance - building and improvements				
43	Utilities				
44	Household Expenses				
45	Interest in Bonds				
46	Interest in Other Long-term debts				
47	Other interest and finance charges				
48	Contracts Administration				
49	Legal and Accounting (when required for the administration of the County Programs)				
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)				
51	Data Processing				
52	Personnel Administration				
53	Medical Records				
54	Other Professional and Specialized Services				
55	Transportation and Travel				
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)				
57	**Total Indirect costs**	$ -	$ -	$ -	$ -
63	**Total Allowable Costs**	$ -	$ -	$ -	$ -
	COST REPORT INFORMATION:				
64	Land				
65	Buildings and Improvements				
66	Equipment (purchase price of $5000 or more)				
67	Total	0			

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

EHIBIT I: AUDITS AND AUDIT APPEALS

I. AUDIT(S) AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the Monterey County's Auditor-Controller's Office or designated representative. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.

C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.

1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.

2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.

3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

1. For Federal audit exceptions, Federal audit appeal processes shall be followed.

2. CONTRACTOR may appeal the State audit findings in conformance with provisions

of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.

3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.

a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.

b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.

E. Not withstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.

F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

II. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. paid in one cash payment by CONTRACTOR to COUNTY;

2. deducted from future claims over a period not to exceed six (6) months;
3. deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;
4. paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; or
5. a combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.