AMENDMENT NO. 1
TO ALCOHOL AND/OR DRUG SERVICE AGREEMENT A-17396
BY AND BETWEEN
COUNTY OF MONTEREY AND
VALLEY HEALTH ASSOCIATES

This AMENDMENT NO. 1 to Agreement A-17396 is made by and between the County of Monterey, hereinafter referred to as "COUNTY," and **Valley Health Associates**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into Agreement A-17396 dated July 1,, 2025; and

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

1. Revise Exhibit A and add DHCS required regulation language regarding Narcotic Treatment Program Services (NTP) language and system changes for FY 2025-26.

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

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

2. EXHIBIT B: PAYMENT PROVISIONS is replaced by EXHIBIT B-1: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.

3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-17396 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.

4. This Amendment maintains the current contract amount of $1,718,007.00.

5. A copy of this Amendment shall be attached to the original Agreement executed by the County on July 1, 2025.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Agreement A-17396 as of the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
C7A30BA59CA8423...
Elsa Mendoza-Jimenez, Director of Health Services

Dated: 8/21/2025 | 3:45 PM PDT

Approved as to Fiscal Provisions[2]

DocuSigned by:
E79EF64E57454F6...
Auditor/Controller

Dated: 8/20/2025 | 2:15 PM PDT

Approved as to Liability Provisions[3]

Risk Management

Dated:

Approved as to Form

DocuSigned by:
CF464EA4829E4B5...
Office of County Counsel

Dated: 8/20/2025 | 9:10 AM PDT

CONTRACTOR

Signed by:
E93E1510179A492...
Harold Kahn, President

Dated: 8/14/2025 | 9:28 AM PDT

By: Signed by:
0FF915BC3B99482...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Anna Diaz-Infante, CFO
Printed Name and Title

Dated: 8/14/2025 | 10:18 AM PDT

*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.

[2]Approval by Auditor-Controller is required.

[3]Approval by Risk Management is necessary only if changes are made to Insurance or Indemnification provisions.

EXHIBIT A-1
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES

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

Program Location

913 Blanco Cricle
Salinas, CA 93901

Hours of Operation

l. Hours of Operation:	Monday through Friday, 6:30am - 3:00pm (Sat/Sun 7:30am - 10:00am)
2. Medication dispensed:	Monday through Friday, 6:30am – 11:00am & 12:30p – 2:00pm Closed from 11:00 am to 12:30 pm for lunch Holidays and weekends, 7:30am – 10:00 am
3. Intake hours:	Tuesdays and Thursdays, 7:30 am - 11:00 am

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, and DHCS Behavioral Health Information Notice 25-008. 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.

Upon completion of the initial care plan, the program shall provide the patient with a minimum of 50 minutes of counseling services (individual, group, or medical psychotherapy session) per calendar month, which shall include harm reduction interventions, psychoeducation, and recovery-oriented counseling. A NTP may provide counseling services via telehealth. However, a patient has the right to request and receive in-person counseling. Before admitting an applicant to detox or maintenance treatment, the medical director, program physician, or physician extender shall conduct a screening evaluation of the patient or review a screening evaluation that was performed by an appropriately licensed health care provider no more than seven days prior to admission. The screening evaluation may be conducted via telehealth if the medical director, program physician, or physician extender determines that an adequate evaluation of the patient can be accomplished via telehealth. For patients initiating buprenorphine treatment via telehealth, the screening evaluation may be conducted on an "audio-visual" or "audio-only" telehealth platform. For patients initiating methadone treatment via telehealth, the screening evaluation can be conducted on an "audio-visual" telehealth platform only if the medical director, program physician, or physician extender determines & documents that an adequate evaluation of the patient has been, or can be, accomplished via an "audio-visual" platform; or on an "audio-only" telehealth platform only if the patient is in the presence of a licensed health care provider who is registered to prescribe and dispense controlled substances.

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.

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
- Drug Screening

Admission Criteria

1. Individuals who are age 16 and older. Individuals under the age of 16 years must have the consent of the parent or legal guardian to be admitted into an NTP.
2. Provide voluntary consent for treatment.
3. Participate in a screening evaluation to confirm there are no contraindications to treatment with MOUD and the patient meets diagnostic criteria for an opioid use disorder.
4. Perform a test or analysis for illicit drug use.

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.

Care Coordination consists of activities to provide coordination of SUD care, mental health care, and medical care and to support the member with linkages to services and supports designed to restore the member to their best possible functional level. Care coordination shall be provided to a member in conjunction with all levels of treatment.
Care coordination includes one or more of the following components:

(1) Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
(2) 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. (3) 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.

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 direct service duration, 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

Within fourteen (14) calendar days following admission, the Narcotic Treatment Programs (NTPs) shall do all of the following:

1. Perform a full medical history and physical examination, in accordance with section (f) of Chapter 5, Article 1, § 10270 of NTP regulations, or review a full medical history and physical examination performed by an appropriately licensed health care provider no later than fourteen (14) calendar days following admission and document in the patient's file.
2. Complete a behavioral health assessment of an admitted patient in accordance with section (g) of Chapter 5, Article 1, § 10270 of NTP regulations and document in the patient's file. NTPs are still required to complete a SUD Screening tool to refer beneficiaries to other identified services.

CONTRACTOR shall use the American Society of Addiction Medicine (ASAM) Criteria 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. ASAM assessments 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.
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.

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/Care 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.
   III. Narcotic Treatment Plans (NTP) must complete an initial care plan within fourteen (14) calendar days following admission with short & long-term goals and mutually agreed upon actions for the patient to meet goals. An updated care plan should be completed whenever necessary or at least once every three (3) months from the effective date of the initial care plan. Required elements for the NTP initial and updated care plans can be found in BHIN 25-008 and Chapter 4, Article 3, § 10305 of NTP regulations.

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 meeting current DHCS Certification for Alcohol and Other Drug Program requirements:

a. AOD Counselor or LPHA will develop the discharge summary for each client upon leaving the program within seven (7) days of the client's discharge.
b. The discharge summary will include the following:
    (i) Summary of the services provided;
    (ii) Date of termination of services;
    (iii) Reason for termination of services; and
    (iv) Referral(s), if any.
c. In addition to the discharge summary requirements in (b) above, a licensed alcoholism or drug abuse recovery or treatment facility (residential) shall include the following additional information:
    (i) Description of treatment episodes;
    (ii) Description of recovery services completed;
    (iii) Current alcohol and/or other drug usage;
    (iv) Vocational and educational achievements; and
    (v) 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 2025-2026 as specified in the table below to those individuals continuously enrolled in the program.

FY 2025-26	
Drug	**UOS**
NTP Methadone Dosing (DMC)	37,007
NTP Disulfiram Dosing (DMC)	655
NTP Buprenorphine Dosing - MONO	278
NTP Buprenorphine (Combo)	4,252
NTP Narcal Brand	20
NTP Narcl Generic	20

Designated Contract Monitor

Rachel Amerault,
Substance Use Disorder Administrator
Monterey County Behavioral Health
1270 Natividad Rd. Salinas, CA 93906
(831) 755-4307

PROGRAM 2: OUTPATIENT SERVICES (ASAM Level 1, 2.1, MAT Med Support, Recovery Services, Clinician Consultation, Peer Support Services, and Care Coordination)

Program Locations:
913 Blanco Circle
Salinas, CA 93901

Hours of Operation
Monday – Friday 9:00am – 1:00pm & 2:00pm – 6:00pm

Program Description:
CONTRACTOR will operate and maintain an outpatient program offering services in accordance with applicable State and Federal laws. This program will provide recovery support to Drug/Medi-Cal eligible adults (18 years and older) and adolescent (ages 12-17) clients. A person's length of stay in the program is dependent upon the nature of 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 offers up to 26 group sessions and 6 individual sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, and stress management, and relapse prevention.

CONTRACTOR promotes abstinence-based goals while utilizing motivational enhancement and cognitive-behavioral therapy. CONTRACTOR utilizes an interdisciplinary team approach in the provision of recovery services, which includes a clinical supervisor, licensed therapists, certified counselors, peer recovery specialist and parent educators.

Outpatient Treatment Services
CONTRACTOR provides outpatient treatment services (OP) to adult and adolescent individuals when medically necessary.

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

Per Behavioral Health Info Notice 23-054, CONTRACTOR (an alcohol or other drug recovery or treatment facility licensed and/or certified by DHCS) shall offer MAT directly to the beneficiary or have an effective referral process in place with narcotic treatment programs, community health centers, or other MAT providers that provides a beneficiary access to all FDA-approved medications for SUDs. An effective referral process shall include an established relationship with a MAT provider and transportation to appointments for MAT. Providing contact info for a MAT provider does not meet DHCS' requirement.

CONTRACTOR will conduct evidence-based assessments of clients' needs for Medications for Addiction Treatment (MAT). MAT assessments, as described in BHIN 23-054 or subsequent guidance, need not meet the comprehensive ASAM assessment requirements described in BHIN 23-068.

CONTRACTOR will have and maintain a MAT policy approved by DHCS that includes all requirements written in BHIN 23-054 or any subsequent DHCS notices.

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.

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.

Peer Support Services

Peer Support Services are conducted by a Medi-Cal Certified Peer Support Specialist and are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower beneficiaries through strength-based coaching, support linkages to community resources, and to educate beneficiaries and their families about their conditions and the process of recovery. Peer support services may be provided with the beneficiary or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other people supporting the beneficiary. Peer support services can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

Peer Support Services are based on a plan of care that includes specific individualized goals. The Peer Support Services plan of care must be approved by a Peer Support Specialist Supervisor. The plan of care shall be documented within the progress notes in the beneficiary's clinical record.

Peer Support Services consist of the following activities:

- *Educational Skill Building Groups*: providing a supportive environment in which beneficiaries and their families learn coping mechanisms and problem solving skills in order to help the beneficiaries achieve desired outcomes. These groups promote skill building for the beneficiaries in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.
- *Engagement services*: activities and coaching led by Peer Support Specialists to encourage and support beneficiaries to participate in behavioral health treatment. Engagement may include supporting beneficiaries in their transitions between levels of care and supporting beneficiaries in developing their own recovery goals and processes.
- *Therapeutic Activity:* a structured non-clinical activity provided by Peer Support Specialists to promote recovery, wellness, self-advocacy, relationship enhancement,

development of natural supports, self-awareness and values, and the maintenance of community living skills to support the beneficiary's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the beneficiary; promotion of self-advocacy; resource navigation; and collaboration with the beneficiaries and others providing care or support to the beneficiary, family members, or significant support persons.

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 up to six hours a week for adolescents). Outpatient treatment services (ASAM Level 2.1) are provided to members for a minimum of 9 hours a week for adults and a minimum of 6 hours a week for adolescents). Services may exceed the maximum based on individual medical necessity. Outpatient and Outpatient Treatment Services may be provided in person, by telehealth, or by telephone. 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 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

CONTRACTOR shall comply with the requirements for youth programs as contained in California Department of Health Care Services - Adolescent Substance Use Disorder Best Practices Guide, OCTOBER 2020, when providing youth treatment services, until such time new Adolescent SUD best practices are established and adopted. The Adolescent Substance Use Disorder Best Practices Guidelines may be found on the California Department of Healthcare Services Website:
https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

CONTRACTOR shall further comply with California Family Code Section 6929, and California Code of Regulations, Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d) when providing services to Minor Consent beneficiaries 12-20 years of age.

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.

DMC-ODS Program Criteria for Services - Medical Necessity of Services

a) Pursuant to BHIN 24-001 and consistent with Welfare & Institutions Code § 14059.5(a), DMC-ODS services must be medically necessary.
b) For individuals 21 years of age or 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 individuals under 21 years of age: 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. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Section 14059.5(b)(1)).

Referral

The referral process from the Behavioral Health Bureau will include completion of an ASAM screening and submission of an electronic copy of the ASAM screening.

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 Process:

Individuals requesting Outpatient services may receive Outpatient Services during the initial assessment process in accordance with access criteria. The ASAM Criteria assessment shall be performed face-to-face, by telehealth or by telephone by a Licensed Practitioner of the Healing Arts (LPHA) or registered or certified counselor and may be done in the community or the home (except 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. To ensure that members receive the right service, at the right time, and in the right place, CONTRACTOR shall use their clinical expertise to complete initial assessments and subsequent assessments as expeditiously as possible, in accordance with each member's clinical needs and generally accepted standards of practice.
    II. COUNTY shall monitor timely completion of assessments to ensure appropriate access to, and utilization of, services. COUNTY shall not enforce standards for timely initial assessments, or subsequent assessments, in a manner that fails to permit adequate time to complete assessments when such time is necessary due to a member's individual clinical needs.
    III. Assessments shall be updated as clinically appropriate, such as when the member's condition changes.

Diagnosing During Initial Assessment Process

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.

Access Criteria After Assessment:

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. A full ASAM Criteria assessment is not required to deliver prevention and early intervention services for members under 21; a brief screening ASAM Criteria tool is sufficient for these services.
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.

Service Authorization:

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: Individuals requesting admission to Residential or Inpatient treatment must have an ASAM Criteria screening completed by qualified Behavioral Health Bureau staff or qualified CONTRACTOR staff prior to admission of the residential recovery program.

When the ASAM Criteria screening tool, completed by qualified CONTRACTOR staff, indicates preliminary residential or inpatient level of care, documentation must be sent to COUNTY for authorization approval prior to admission. CONTRACTOR will collaborate with COUNTY to complete residential authorization requests in line with COUNTY (Policy 730) 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 24-001, 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 an outpatient treatment 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

Individuals 18 years of age or older 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 Valley Health Associates Outpatient Treatment program.

Youth Outpatient: Individuals 12 – 20 years of age who have been screened using ASAM criteria and determined to be as risk for developing an SUD or having an SUD.

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.

Care Coordination consists of activities to provide coordination of SUD care, mental health care, and medical care and to support the member with linkages to services and supports designed to restore the member to their best possible functional level. Care coordination shall be provided to a member in conjunction with all levels of treatment. Care coordination includes one or more of the following components:

(1) Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

(2) 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. (3) 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.

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 23-048)
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 direct 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 23-068 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. Medi-Cal behavioral health delivery systems shall accept an ASAM assessment completed by a qualified provider using the ASAM CONTINUUM software in the electronic health record. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include provider's recommendations for ASAM Level of Care and medically necessary services, and additional provider referrals, as clinically appropriate. 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 23-068.

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. A brief description of how the service addressed the member's behavioral health needs (e.g., symptom, condition, diagnosis, and/or risk factors).
IV. A brief summary of 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 one (1) calendar day. The day of the service shall be considered day zero (0).
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.
III. Every participant shall have a progress note in their clinical record that documents the service encounter and their attendance in the group.
IV. The progress note for the group service encounter shall also include a brief description of the member's response to the service.

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 meeting current DHCS Certification for Alcohol and Other Drug Program requirements:

a. AOD Counselor or LPHA will develop the discharge summary for each client upon leaving the program within seven (7) days of the client's discharge.
b. The discharge summary will include the following:
    (i) Summary of the services provided;
    (ii) Date of termination of services;
    (iii) Reason for termination of services; and
    (iv) Referral(s), if any.
c. In addition to the discharge summary requirements in (b) above, a licensed alcoholism or drug abuse recovery or treatment facility (residential) shall include the following additional information:
    (i) Description of treatment episodes;
    (ii) Description of recovery services completed;
    (iii) Current alcohol and/or other drug usage;
    (iv) Vocational and educational achievements; and
    (v) Client's comments.

Service Objectives

1. CONTRACTOR shall operate and maintain a State certified alcohol and drug program in accordance with Department of Health Care Service's AOD Program Certification

Standards for all outpatient Substance Use Disorder (SUD) treatment programs. Alcohol and/or Other Drug Program Certification Standards

2. CONTRACTOR will provide the following estimated outpatient sessions to Drug/Medi-Cal eligible clients in FY2025-2026:

Staff Type	Service	Units (minutes)
MD	**OP Indiv/Group, IOT Indiv/Group, MAT Med Support, Physician Time, Recovery Svcs Relapse Pv., Care Coordination/Case Management**	14,672
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)		19,965
Alcohol and Drug Counselor		199,331

	Services	Units
Peer Counselor	**Educational Skill Building Group, Engagement Services, Therapeutic Activity**	13,226

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 males, females, and LGBTQ+.

5. Develop and establish an outpatient program that will empower individuals 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. Care planning and coordination services will address each participant's level of need for appropriate stabilization and ongoing care.

Designated Contract Monitor
Rachel Amerault
Substance Use Disorder Administrator
Monterey County Behavioral Health

1270 Natividad Rd. Salinas, CA 93906
(831) 755-4307

CONTRACTOR Shall also adhere to the following:

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

B. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

EXHIBIT B-1: PAYMENT PROVISIONS

PAYMENT TYPE

Cost Reimbursed up to the Maximum Contract Amount.

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 Outpatient Program - Drug Medi-Cal (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:

VHA OP Services FY 2025-26				
Staff Type	**Service**	**Units (minutes)**	**Rate**	**Total**
MD	**OP Indiv/Group, IOT Indiv/Group, MAT Med Support, Physician Time, Recovery Svcs Relapse Pv., Care Coordination/Case Management**	14,672	$ 12.72	$ 186,627.84
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)		19,965	$ 4.03	$ 80,459
Alcohol and Drug Counselor		199,331	$ 2.54	$ 506,301
Peer Counselor	**Educational Skill Building Group, Engagement Services, Therapeutic Activity**	13,226	$ 2.54	$ 33,594
Total Dollar Amount OP				$ 806,982

VHA NTP Services FY 2025-26			
Drug	**UOS**	**Rate**	**Total**
NTP Methadone Dosing	39,007	$ 19.56	$ 762,977
NTP Disulfiram Dosing	655	$ 10.72	$ 7,022
NTP Buprenorphine Dosing - MONO	278	$ 29.70	$ 8,257
NTP Buprenorphine (Combo)	4,252	$ 30.16	$ 128,240
NTP Narcan Brand	20	$ 130.76	$ 2,615
NTPNarcal Generic	20	$ 95.81	$ 1,916
0			$ 911,027
Total Yearly Contracted Dollar Amount Drug/Medi-Cal			**$ 1,718,007.00**

*Per DHCS, Group services will be paid at a per minute rate divided by 4.5

DMC-ODS/SUBG Funded Services: CONTRACTOR may exceed units/funding provided annual Contract NTE is not exceeded in that funding source and with prior authorization from the County Substance Use Disorder Administrator.

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 (30th) 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@countyofmonterey.gov

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.

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 **$1,718,007.00** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2025-26	$ 1,718,007.00
TOTAL AGREEMENT MAXIMUM LIABILITY	**$ 1,718,007.00**

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.

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