

**AMENDMENT NO. 5  
TO SUBSTANCE USE DISORDER SERVICES AGREEMENT A-14018  
BY AND BETWEEN  
COUNTY OF MONTEREY AND COMMUNITY HUMAN SERVICES**

**This AMENDMENT NO. 5** to Agreement A-14018 is made by and between the County of Monterey, hereinafter referred to as “COUNTY,” and **Community Human Services**, hereinafter referred to as “CONTRACTOR.”

**WHEREAS**, the COUNTY and CONTRACTOR have heretofore entered into Agreement A-14018 dated June 26, 2018 (Agreement), Amendment No. 1 dated January 16, 2019, Amendment No. 2 dated June 19, 2019, Amendment No. 3 dated July 1, 2019, Amendment No. 4 dated June 30, 2020; and

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

1. Update Narcotic Treatment Program rates for FY 2020-21 to reflect Drug Medi-Cal rates published by the Department of Health Care Services.

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

1. EXHIBIT A-4: PROGRAM DESCRIPTION is replaced by EXHIBIT A-5: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A-4 shall be construed to refer to EXHIBIT A-5.
2. EXHIBIT B-4: PAYMENT PROVISIONS is replaced by EXHIBIT B-5: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B-4 shall be construed to refer to EXHIBIT B-5.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-14018 are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement.
4. This Amendment maintains the current contract amount of \$14,135,440.
5. This Amendment No. 5 is effective July 1, 2020.
6. A copy of this Amendment No. 5 shall be attached to the original Agreement executed by the County on June 26, 2018.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to Agreement A-14018 as of the date and year written below:

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Elsa M. Jimenez, Director of Health

Date: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_  
Marina Pantchenko, Deputy County Counsel

Date: \_\_\_\_\_

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Gary Giboney, Chief Deputy Auditor/Controller

Date: \_\_\_\_\_

Approved as to Liability Provisions

By: \_\_\_\_\_  
Les Girard, Risk Management

Date: \_\_\_\_\_

Approved as to Content

By: \_\_\_\_\_  
Lucero Robles, Interim Behavioral Health Director

Date: \_\_\_\_\_

Contractor\*

By: \_\_\_\_\_  
DocuSigned by:  
*Robin McCrae*  
Robin McCrae, Executive Director

Date: 10/22/2020 | 12:56 PM PDT

By: \_\_\_\_\_  
DocuSigned by:  
*Sharon Lagana*  
Sharon Lagana, CFO\*

Date: 10/22/2020 | 1:18 PM PDT

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

**EXHIBIT A-5:  
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES**

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**PROGRAM 1: RESIDENTIAL/INPATIENT SERVICES (ASAM Level 3)**

**Program Location**

1140 Sonoma Avenue  
Seaside, CA 93955

1146 Sonoma Avenue  
Seaside, CA 93955

1152 Sonoma Avenue  
Seaside, CA 93955

**Hours of Operation**

Services are provided on a 24-hour, 7-day a week basis.

Business Hours- Mon-Fri, 8am to 5pm.

**Program Description**

1. Short term (length of treatment varies by individual, approximately 1-3 months), highly structured residential drug treatment for up to 28 adults. Priority admission is given to intravenous drug users and HIV+ individuals. Residential drug treatment services include:

- Room and board with 24-hour staff supervision
- Comprehensive substance abuse assessment
- Abridged mental health status exam
- Individualized treatment plan
- Medically supervised detoxification/withdrawal
- Random drug testing
- Ongoing, basic medical services, including initial examination
- Group counseling (5 times/week, facilitated by counseling staff)
- Individual counseling (minimum, 1 time/week, facilitated by counseling staff)
- Family counseling (by appointment, facilitated by counseling staff)
- Introduction to 12-step recovery programs/peer support groups
- On-site AA and NA meetings (2 per week)
- Substance abuse education
- Relapse prevention
- Discharge and Aftercare planning
- Case management
- Transportation
- Referrals/linkages to other community services
- Continuing Care Group (weekly, facilitated by counseling staff)

2. Residential Drug Treatment is structured in three (3) phases:

Phase I – Threshold (2 weeks):

Short term detoxification and stabilization coinciding with “black out period” (no unauthorized visitors/communications allowed). The goals are detoxification/withdrawal and emotional stabilization, identification of basic feelings and issues, introduction to 12-step principles, and acceptance of responsibility for one’s own recovery. Residents are

admitted to Threshold upon entry to the program. Relapse prevention begins in Threshold and continues in Phase II and Phase III.

Phase II - Core (4 weeks):

The goals of the Core Program are continued abstinence, work on treatment plan, processing of basic feelings and issues, active involvement in one's own recovery, including attendance at 12-step meetings and obtaining a sponsor. Residents begin to clarify values. Legal, financial and familial responsibilities are addressed, as well as employment and housing needs. Discharge and aftercare planning begins in Phase II and is completed in Phase III.

Phase III - Re-Entry (6 weeks):

The goal of Re-Entry is preparation for re-integration into the community with emphasis on resolving housing and employment issues, as well as identifying support for maintenance of recovery, including participation in weekly Grad Group.

### **ASAM Service Levels**

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

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

### **ASAM Service Level Description**

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

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

CONTRACTOR will provide Drug Medi-Cal (DMC) Residential/Inpatient Services to Beneficiaries in a Department of Health Care Services (DHCS) licensed residential facility that also has DMC certification and has been designated by DHCS as capable of delivering care consistent with ASAM criteria. Residential services can be provided in facilities of any size. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

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

**The Components of Residential Treatment Services are:**

Intake: The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

Individual Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and the patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as

well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.

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

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem,
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Discharge Services (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment returns or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

**Length of Stay**

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a “short-term resident” of the residential facility. The length of residential services ranges from 1 to 90 days with a 90-day maximum for adults; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. Only two non-continuous 90-day regimens will be authorized in a one-year period. The average length of stay for residential services is 30 days. Residential Services for Adults- Residential services for adults may be authorized for up to 90 days in one continuous period. Reimbursement will be limited to two non-continuous regimens for adults in any one-year period (365 days). One extension of up to 30 days beyond the maximum length of stay of 90 days may be authorized for one continuous length of stay in a one-year period (365 days). Peri-natal clients may receive a longer length of stay for residential services based on medical necessity. Criminal justice offenders may receive a longer length of stay for residential services if assessed for need (e.g. up to 6 months).

**Assessment, Referral and Admission**

Individuals requesting admission to the Residential Recovery Program may have an ASAM Criteria assessment completed by the Behavioral Health Bureau Access Team or qualified CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process and within 30 days of initial treatment. Residential Treatment Service requests originating from the providers must be reviewed and authorized by the Behavioral Health Bureau Access Team prior to admission. Upon completion of the assessment, a pre-authorization referral packet (including the ASAM assessment) will be sent by the Provider to the Behavioral Health Bureau Access Team for review and authorization for funded services only. During the process, the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services. The COUNTY will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider. The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine if residential treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical

necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services.

The provider shall assure a counselor or LPHA completes a personal, medical and substance use history for each beneficiary upon admission to treatment. Assessment for all beneficiaries shall include at a minimum: Drug/Alcohol use history, medical history, family history, psychiatric/psychological history, social/recreational history, financial status history, educational history, employment history, criminal history, legal status, and previous substance use treatment history. The medical director or LPHA shall review each beneficiary's personal, medical and substance use history if assessment is completed by a counselor.

The provider shall include in its' policies, procedures, and practice, written admission and readmission criteria for determining beneficiary's eligibility and the medical necessity for treatment. These criteria shall include at minimum: DSM diagnosis, use of alcohol/drugs of abuse, physical health status, and documentation of social and psychological problems.

Residential Service referrals submitted by the Behavioral Health Bureau to the CONTRACTOR will include the submission of an electronic copy of the completed ASAM assessment.

#### **Admission Criteria for Residential Treatment/Withdrawal Management Services**

1. Program participation is voluntary. To be admitted persons must meet medical necessity and the ASAM criteria for residential services.
2. CONTRACTOR shall give admission priority to pregnant women HIV+ and IV drug users.
3. To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and
  - a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and
  - a. Abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and
  - b. Be free from communicable diseases which require reporting by Title 17, California Administrative Code, Section 2500.
4. Individuals must be free of the effects of alcohol and mood-altering drugs to the extent that they can reasonably participate in the assessment and admission process, except for allowances under 2b above
5. No person shall be admitted who, on the basis of staff judgment:
  - a. Exhibits, or has exhibited, behavior dangerous to self, residents, staff or others; or
  - b. Requires an immediate medical evaluation or care by a licensed physician.

If a client meets the aforementioned criteria for admission into residential services and the CONTRACTOR does not have an available bed, Provider staff shall recommend a referral to outpatient services. If the CONTRACTOR does not have capacity for new referrals to their outpatient services program, Provider shall refer the client to other residential programs within



the COUNTY DMC-ODS Service Provider Network that offer the same level of residential services.

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

### **Service Objectives**

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Health Care Services license regulations. Genesis House is licensed for 36 beds: 28 co-ed residential drug treatment beds and 8 perinatal residential drug treatment beds.
2. Provide the following estimated residential services and bed days to continuously enrolled Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

<b>FY 2018-19</b>	<b>UOS</b>
Residential Services (3.1)	7,000
Residential (3.1) Board and Care	7,000
Residential Services (3.5)	1,250
Residential (3.5) Board and Care	1,250
Residential Service-Case Management (3.1, 3.2, 3.5 and Peri)	50,000 (mins)
<b>FY 2019-20</b>	<b>UOS</b>
Residential Services (3.1)	6,802
Residential (3.1) Board and Care	6,802
Residential Services (3.5)	1,215
Residential (3.5) Board and Care	1,215
Residential Service-Case Management (3.1, 3.2, 3.5 and Peri)	48,762 (mins)
<b>FY 2020-21</b>	<b>UOS</b>
Residential Services (3.1)	5,636
Residential (3.1) Board and Care	5,636
Residential Services (3.5)	2,500
Residential (3.5) Board and Care	2,500
Residential Service-Case Management (3.1, 3.2, 3.5 and Peri)	55,257 (mins)

### **Target Population**

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

**Fees**

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

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

**PROGRAM 2: PERINATAL RESIDENTIAL DRUG TREATMENT**

**Program Location**

1140 Sonoma Avenue Seaside, CA 93955	1146 Sonoma Avenue Seaside, CA 93955	1152 Sonoma Avenue Seaside, CA 93955
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**Hours of Operation**

Services are provided on a 24-hour, 7-day a week basis.

**Program Description**

1. Long term (approximately 3 – 9 months, depending on medical necessity) highly structured residential drug treatment for perinatal women. Up to six (6) children (age birth to 5) may reside with their mothers in treatment.
2. Perinatal residential drug treatment is designed to provide up to nine (9) months of unique services to the women and children in the program. Perinatal residential drug treatment services include on-site childcare, coordination of prenatal, postpartum and well-baby medical care, parenting education, nutritional counseling and family planning, in addition to all the services listed under Program 1: Residential/Inpatient Services.

**ASAM Service Levels**

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

CONTRACTOR will provide Level 3.5: Clinically Managed High-Intensity Residential Services (Adult Criteria) in a DHCS licensed and DHCS/ASAM designated facility consisting of structure and support designed to serve individuals who, because of specific functional limitations, need a 24-hour supportive treatment environment to initiate or continue a recovery process that has failed to progress. Many individuals placed in this level of care have significant social, behavioral and psychological problems. This treatment setting is staffed by licensed or credentialed clinical staff

such as addiction counselors who work with allied health professional staff in an interdisciplinary team approach. Staff are knowledgeable about the biological and psychosocial dimensions of co-occurring substance use and mental health disorders and their treatment. Primary focus of treatment is delivery of evidence based clinical services that improve the individual's ability to structure and organize the tasks of daily living and to develop and practice prosocial behaviors within the therapeutic community.

### **ASAM Service Level Description**

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

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

CONTRACTOR will provide Drug Medi-Cal (DMC) Residential/Inpatient Services to Perinatal Beneficiaries in a Department of Health Care Services (DHCS) licensed residential facility that also has DMC certification and has been designated by DHCS as capable of delivering care consistent with ASAM criteria. Residential services can be provided in facilities of any size. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA) and will include the following components: Intake, Individual and Group Counseling, Family Therapy, Patient Education, Medication Services, Collateral Services, Crisis Intervention Services, Treatment Planning, and Discharge Services. The definitions for these components are outlined in pages 4-7, Program 1: Residential/Inpatient Services.

### **Length of Stay**

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a "short-term resident" of the residential facility. The length of residential services range from 1 to 90 days with a 90-day maximum for adults; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. Only two non-continuous 90-day regimens will be authorized in a one-year period. The average length of stay for residential services is 30 days. Residential Services for Adults-

Residential services for adults may be authorized for up to 90 days in one continuous period. Reimbursement will be limited to two non-continuous regimens for adults in any one-year period (365 days). One extension of up to 30 days beyond the maximum length of stay of 90 days may be authorized for one continuous length of stay in a one-year period (365 days) Peri-natal clients may receive a longer length of stay for residential services based on medical necessity. Criminal justice offenders may receive a longer length of stay for residential services if assessed for need (e.g. up to 6 months).

### **Assessment, Referral and Admission**

Individuals requesting admission to the Residential Recovery Program may have an ASAM Criteria assessment completed by the Behavioral Health Bureau Access Team or qualified CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process and within 30 days of initial treatment. Residential Treatment Service requests originating from the providers must be reviewed and authorized by the Behavioral Health Bureau Access Team prior to admission. Upon completion of the assessment, a pre-authorization referral packet (including the ASAM assessment) will be sent by the Provider to the Behavioral Health Bureau Access Team for review and authorization for funded services only. During the process, the COUNTY will review the DSM and ASAM Criteria to ensure that the client meets the requirements for residential services The COUNTY will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider. Residential Service referrals submitted by the Behavioral Health Bureau to the CONTRACTOR will include the submission of an electronic copy of the completed ASAM assessment The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine if residential treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for

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

### **Admission Criteria for Perinatal Residential Treatment/Withdrawal Management Services**

- 1 Program participation is voluntary. To be admitted persons must meet medical necessity and the ASAM criteria for residential services.
- 2 To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and
  - a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and
  - b. Abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and
  - c. Be free from communicable diseases, which require reporting by Title 17, California Administrative Code, Section 2500.
3. Individuals must be free of the effects of alcohol and mood-altering drugs to the extent that they can reasonably participate in the assessment and admission process, except for allowances under 2b above
4. No person shall be admitted who, on the basis of staff judgment:
  - a. Exhibits, or has exhibited, behavior dangerous to self, residents, staff or others; or
  - b. Requires an immediate medical evaluation or care by a licensed physician.

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

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

### **Service Objectives**

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Health Care Services license regulations. Genesis Residential Center is licensed for 8 perinatal residential drug treatment beds.
2. Contracted Capacity and Estimated Occupancy:  
Provide the following estimated residential services and bed days to continuously enrolled Perinatal Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

<b>FY 2018-19</b>	<b>UOS</b>
Perinatal Residential	1,250
Perinatal Residential Board and Care	1,250
<b>FY 2019-20</b>	<b>UOS</b>
Perinatal Residential	1,215
Perinatal Residential Board and Care	1,215
<b>FY 2020-21</b>	<b>UOS</b>
Perinatal Residential	1,007
Perinatal Residential Board and Care	1,007

**Target Population**

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

**Fees**

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

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

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

1140 Sonoma Avenue  
Seaside, CA 93955

1146 Sonoma Avenue  
Seaside, CA 93955

1152 Sonoma Avenue  
Seaside, CA 93955

**Hours of Operation**

Services are provided on a 24-hour, 7-day a week basis.

**ASAM Service Level**

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

withdrawal management and increase likelihood of continuing treatment or recovery.

### **ASAM Service Level Description**

Withdrawal Management services are provided in a continuum of WM services as per the five levels of WM in the ASAM Criteria when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized client plan. Each beneficiary shall reside at the facility if receiving a residential service and will be monitored during the detoxification process. Medically necessary habilitative and rehabilitative services are provided in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber, and approved and authorized according to the state of California requirements

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

### **Withdrawal Management Services will include the following components:**

1. Intake and assessment including the diagnosis of substance use disorders and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
2. Observation: The process of monitoring the beneficiary's course of withdrawal, to be conducted as frequently as deemed appropriate for the beneficiary and the level of care the beneficiary is receiving. This may include but is not limited to observation of the beneficiary's health status.
3. Medication Services: The prescription or administration related to substance use disorder treatment services, or the assessment of the side effects or results of that medication, conducted by staff lawfully authorized to provide such services within their scope of practice or license.
4. Discharge Services: The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

### **Length of Stay**

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

### **Assessment, Referral and Admission**

Individuals requesting Residential Withdrawal Management Services may have an ASAM assessment completed by the Behavioral Health Bureau or CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine if residential withdrawal management treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services.

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.

### **Service Objectives**

1. **In FY 2018-19**, an estimated **500** 3.2 WM: Clinically Managed Residential Withdrawal Management services and **500** 3.2 WM board and care days will be provided to approximately **42** clients. **In FY 2019-20**, an estimated **486** 3.2 WM: Clinically Managed Residential Withdrawal Management services and **486** 3.2 WM board and care days will be provided to approximately **40** clients. **In FY 2020-21**, an estimated **1,258** 3.2 WM: Clinically Managed Residential Withdrawal Management services and **1,258** 3.2 WM board and care days will be



provided to approximately **90** clients. A Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

2. At the time of discharge from withdrawal management services, **100%** of the residents' withdrawal signs and symptoms will be sufficiently resolved so that the resident can be safely managed at less intensive level of care such as residential or outpatient treatment services.
3. At the time of discharge from withdrawal management services, **80%** of the residents will be referred/linked to essential supportive/recovery services so that they may successfully reenter into the community.
4. Program staff providing services will be trained in the use of Evidence Based Practices (EBPs) including but not limited to two EBPs such as: Motivational Interviewing, Seeking Safety, Trauma Informed Seeking Safety, and Assessment to Change: Effective Strategies for Serving Justice-Involved Consumers in Behavioral Health services.

### **Target Population**

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

### **Fees**

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

### **Designated Program Monitor**

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

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

**Program Location**

1083 South Main Street  
Salinas, CA 93901

**Hours of Operation**

Weekdays: 6am-2:30pm  
Weekends and Holidays: 7am-9:30am (dosing only)

**Program Description**

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

**ASAM Service Level Description**

Contractor will provide Drug Medi-Cal Opioid (Narcotic) Treatment Services to COUNTY beneficiaries in a State Department of Health Care Services licensed OTP facility. Medically necessary services are provided in accordance with an individualized treatment plan determined by a licensed physician or licensed prescriber and approved and authorized according to the State of California requirements. NTPs/OTPs are required to offer and prescribe medications to patients covered under the DMC-ODS formulary including methadone, buprenorphine, naloxone and disulfiram. A patient must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided based on medical necessity.

**The Components of Opioid (Narcotic) Treatment Programs are:**

**Intake:** The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

**Individual Counseling:** Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

**Group Counseling:** Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

**Family Therapy:** The effects of addiction are far-reaching and patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery

can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.

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

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:

- A statement of problems to be addressed.
- Goals to be reached which address each problem.
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals.
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Medical Psychotherapy: Type of counseling services consisting of a face- to- face discussion conducted by the Medical Director of the NTP/OTP on a one- on-one basis with the patient.

Discharge Services (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment returns or reentry into the

community, and/or the linkage of the individual to essential community treatment, housing and human services

### **Admission Criteria**

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

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

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

### **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 as specified in the table below to those individuals continuously enrolled in the program.

<b>Program 4</b>	<b>FY 2018-19</b>
NTP Methadone Dosing (DMC)	67,000
NTP Methadone Dosing (DMC)- Peri	3,000
NTP Individual Counseling (DMC)	480,000
NTP Group Counseling (DMC)	4,000
NTP Individual Counseling (DMC)- Peri	15,000

NTP Group Counseling (DMC)- Peri	1,000
NTP Case Management	10,000
Disulfiram	1,500
Disulfiram Peri	250
Buprenorphine	4,000
Buprenorphine Peri	1,000
Narcan	400
Narcan Peri	100

<b>Program 4</b>	<b>FY 2019-20</b>
NTP Methadone Dosing (DMC)	65,124
NTP Methadone Dosing (DMC)- Peri	2,916
NTP Individual Counseling (DMC)	486,115
NTP Group Counseling (DMC)	4,000
NTP Individual Counseling (DMC)- Peri	10,513
NTP Group Counseling (DMC)- Peri	798
NTP Case Management	9,752
Disulfiram	1,162
Disulfiram Peri	200
Buprenorphine	4,205
Buprenorphine Peri	971
Narcan	400
Narcan Peri	100

<b>Program 4</b>	<b>FY 2020-21</b>
NTP Methadone Dosing (DMC)	66,707
NTP Methadone Dosing (DMC)- Peri	2,370
NTP Individual Counseling (DMC)	251,013
NTP Group Counseling (DMC)	2,958
NTP Individual Counseling (DMC)- Peri	8,564
NTP Group Counseling (DMC)- Peri	584
NTP Case Management	18,770
Disulfiram	895
Disulfiram Peri	152
Buprenorphine	1,421
Buprenorphine Peri	511
Narcan	250
Narcan Peri	10

### **Target Population**

Medi-Cal eligible adults age 18 years or older with primary addiction to heroin or other opioid addicted individuals in Monterey County (including temporary transfers) who wish to stabilize and decrease their addiction through their participation in an opioid treatment program. Priority admission is given to pregnant, HIV+ and IV drug users.

**Fees**

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

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

**PROGRAM 5: DRUG AND ALCOHOL INTERVENTION SERVICES FOR YOUTH PROGRAM (DAISY)**

**Target Population**

At-risk Monterey County youth and their families are the population of focus. Services are available for substance-abusing, pre-delinquent youth (including status offenders, pre-court, probation without wardship, first time offenders, etc.) who are primarily in grades 7 – 12 through the Drug and Alcohol Intervention Services for Youth program (DAISY).

**Program Description**

1. Employment of one (1) full-time bilingual/Spanish counselor, to provide counseling and case management and assess referrals for eligibility and suitability for services for qualified court-involved youths, utilizing funding from the Juvenile Justice Crime Prevention Act (JJCPA).
2. The program uses the *Seven Challenges curricula*.
3. Collaborate as necessary with other agencies involved in the Silver Star Youth Program.
4. Participate in team meetings with school, Probation, or other relevant staff, when necessary as well as attend collaborative meetings to coordinate the overall implementation of the JJCPA programs.
5. Communicate regularly with Probation regarding cash management, program implementation, records or whatever necessary to determine the effectiveness and outcomes of this project.

**Service Objectives**

In FYs 2018-19, 2019-20 and 2020-21, provide services for an estimated 30 clients per year, for an estimated **630** units of service per year (individual and group counseling).

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

**PROGRAM 6: OUTPATIENT SERVICES (ASAM Level 1)**

**Program Locations:**

- 1087 South Main Street, Salinas, CA 93901
- 2560 Garden Rd., Ste.201 A, Monterey, CA 93940

**Hours of Operation**

8:00 am to 5:00 pm. Monday through Friday.

**Program/ASAM Service Level Description**

Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults, and less than 6 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Services can be provided by a licensed professional or a registered or certified counselor in any appropriate setting in the community.

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).

**Program Description**

Long term 3-4 months- structured drug and alcohol treatment program providing individual, family and group counseling and educational groups in an outpatient setting. Treatment needs are assessed at time of intake and can vary from three to five sessions per week.

***Community Human Services Outpatient Treatment Program will provide the following services:***

- Intake and Screening
- Assessment
- Medical Assessment/Physical Examination
- Individualized case management
- Group Counseling
- Individual Counseling
- Family Counseling
- Addiction and Recovery Information
- 12 Step Program facilitation

- Relapse Prevention
- Individualized Treatment Planning
- Trauma Counseling and Groups
- Communicable Illness Education
- Toxicology drug Screening
- Discharge Planning
- Referrals to community Resources

Continuing Care Support Groups **Program/ASAM Service Level Description**

Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults, and less than 6 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Services can be provided by a licensed professional or a registered or certified counselor in any appropriate setting in the community.

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).

**The components of Outpatient Services are:**

Intake: The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

Individual Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service and are reimbursed without distinction.

Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.



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

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Discharge Services (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

### 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.

**Assessment, Referral and Admission:**

Individuals requesting admission to the Outpatient Program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether outpatient services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for outpatient services.

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

**Target Population**

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

**Fees**

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

**Service Objectives**

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

<b>Program 6: Outpatient Services</b>	<b>FY 2018-19 (Mins)</b>
Outpatient Individual Counseling	120,000
Outpatient Group Counseling	160,000
Outpatient Case Management	25,000

<b>Program 6: Outpatient Services</b>	<b>FY 2019-20 (Mins)</b>
Outpatient Individual Counseling	116,656
Outpatient Group Counseling	155,542
Outpatient Case Management	24,381
MAT Med Support or Physician Time (IOT and ODF)	1,094

<b>Program 6: Outpatient Services</b>	<b>FY 2020-21 (Mins)</b>
Outpatient Individual Counseling	103,000
Outpatient Group Counseling	50,000
Outpatient Case Management	32,178
MAT Med Support or Physician Time (IOT and ODF)	1,200

3. Establish an outpatient treatment program that will reduce the negative impact of substance abuse on the individual and family.
4. Establish and maintain a broad spectrum of treatment services to address the diverse treatment needs of men and women.
5. Develop and establish an outpatient program that will empower clients in the collaborative treatment plan development process by matching treatment options and decisions based on the Participant's individual needs.
6. Treatment will be easily accessible and available to all clients needing services who meet the diagnostic criteria for admission.
7. Treatment planning and case management services will address each participant's level of need for appropriate stabilization and ongoing care.

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

**PROGRAM 7: INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)**

**Program Locations**

1087 South Main Street, Salinas, CA 93901  
2560 Garden Rd., Ste.201 A, Monterey, CA 93940

**Hours of Operation**

The program will operate from 8:00 A. M. to 5:00 P. M. Monday through Friday.  
Evening Groups as needed.

**Program/ASAM Service Level Description**

Intensive Outpatient Treatment (ASAM Level 2.1) structured programming services are provided to beneficiaries (a minimum of nine hours with a maximum of 19 hours a week for adults, and a minimum of six hours with a maximum of 19 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Lengths of treatment can be extended when determined to be medically necessary. Services consist primarily of counseling and education about addiction-related problems. Services can be provided by a licensed professional or a certified counselor in any appropriate setting in the community. Services can be provided in-person, by telephone or by telehealth.

CONTRACTOR will provide Drug Medi-Cal Intensive Outpatient Services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by the State of California, operated and maintained to provide intensive outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA) and will include the following components: Intake, Individual and Group Counseling, Family Therapy, Patient Education, Medication Services, Collateral Services, Crisis Intervention Services, Treatment Planning, and Discharge Services. The definitions for these components are outlined in pages 49-50, Program 6: Outpatient Services.

**Length of Stay**

Duration of the program is dependent upon the nature of an individual's presenting problems, current level of multidimensional instability, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends three (3) to four (4) times weekly; services consist primarily of counseling and education about addiction-related and mental health problems. The individual's needs for psychiatric and medical treatment are determined through consultation and referrals to external

support if the client remains stable and requires only maintenance monitoring. Program staff should have sufficient cross-training to understand symptoms of mental health disorders and to understand the use and effects of psychotropic medications and their effect on substance use/addictive disorders. Duration of the program averages four to six (4-6) months. Individual, Group and family Therapy is based upon motivational interviewing, enhancement, and engagement strategies to address both substance related and mental health issues that negatively impact relationships, coping skills, and sustainable recovery.

### **Assessment, Referral and Admission**

Individuals requesting admission to Intensive Outpatient Services program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether intensive outpatient services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for intensive outpatient services.

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

### **Target Population**

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

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

<b>Program 7: Intensive Outpatient Services</b>	<b>FY 2018-19 (Mins)</b>
Intensive Outpatient Services	70,000
Intensive Outpatient Group Counseling	125,000
Intensive Outpatient Case Management	25,000

<b>Program 7: Intensive Outpatient Services</b>	<b>FY 2019-20 (Mins)</b>
Intensive Outpatient Individual Counseling (7/1/19-9/30/19)	548
Intensive Outpatient Individual Counseling (10/1/19-6/30/20)	66,936
Intensive Outpatient Group Counseling (7/1/19-9/30/19)	5,940
Intensive Outpatient Group Counseling (10/1/19-6/30/20)	110,212
Intensive Outpatient Case Management	24,381

<b>Program 7: Intensive Outpatient Services</b>	<b>FY 2020-21 (Mins)</b>
Intensive Outpatient Individual Counseling	20,000
Intensive Outpatient Group Counseling	38,700
Intensive Outpatient Case Management	20,203

### **Fees**

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

### **Drug Medi-Cal Organized Delivery System Support Services**

#### **Recovery Services**

Recovery Services are important to the beneficiary's recovery and wellness. CONTRACTOR will provide Drug Medi-Cal Recovery Services in accordance with applicable State and Federal laws. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, beneficiaries will be linked to applicable recovery services. The treatment community becomes a therapeutic agent through which patients are empowered and prepared to manage their health and health care. Therefore, treatment must emphasize the patient'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 patients. Services are provided as medically necessary. Beneficiaries may access recovery services after completing their course of treatment whether they are triggered, have relapsed or as a preventative measure to prevent relapse. Recovery services may be provided face-to-face, by telephone, or by telehealth with the

beneficiary and may be provided anywhere in the community.

The components of Recovery Services are:

- Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care;
- Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
- Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
- Support Groups: Linkages to self-help and support, spiritual and faith- based support; vii.
- Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.
- Assessment and Referral

Individuals requesting Recovery Services need to have completed a treatment program; service is not to be delivered to individuals who have not completed a treatment program with one of the COUNTY's DMC-ODS network providers. Referrals may be completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who are referred by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment.

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

1. In FY 2018-19, an estimated: **105,000 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to NTP and ODF clients. Units of service consist of 15-minute increments.
2. In FY 2019-20, an estimated: **102,096 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to NTP and ODF clients. Units of service consist of 15-minute increments.
3. In FY 2020-21, an estimated: **68,520 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to NTP and ODF clients. Units of service consist of 15-minute increments.

**Case Management:**

The COUNTY will assist in coordinating Case Management services; CONTRACTOR will provide Drug Medi-Cal Case Management Services in accordance with applicable State and Federal laws. These services may be provided by a Licensed Practitioner of the Healing Arts or a registered or certified counselor.

Case management services are defined as a service that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These services focus on coordination of substance use disorder care, integration around primary care especially for beneficiaries with a chronic substance use disorder, and interaction with the criminal justice system, if needed. Case management services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community. Case management services include:

- Comprehensive assessment and periodic reassessment of individual needs to determine the need for continuation of case management services;
- Transition to a higher or lower level SUD of care; Development and periodic revision of a client plan that includes service activities;
- Communication, coordination, referral and related activities;
- Monitoring service delivery to ensure beneficiary access to service and the service delivery system; Monitoring the beneficiary's progress;
- Patient advocacy, linkages to physical and mental health care, transportation and retention in primary care services, Case management shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, and California law.

**Assessment and Delivery of Service:**

Individuals in need of case management services are most often actively involved substance use disorder treatment or in the process of being discharged from a treatment program. This service is not defined in the ASAM criteria; assessment and delivery occurs when a beneficiary is in need of a transition to a different level of substance use disorder treatment, transition to a different level of care, advocacy services such as linkage to physical or mental health care, and determination of need for ongoing substance use disorder care and services, including case management. These services may be provided by the Behavioral Health Bureau Access Team and/or the CONTRACTOR. Units of service consist of 15-minute increments. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**Physician Consultation Services:**

Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with DMC-ODS beneficiaries; rather, they are designed to assist DMC physicians with seeking expert advice on designing treatment plans for specific DMC-ODS beneficiaries.

- a. Physician consultation services are to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.
- b. COUNTY will contract with one or more physicians or pharmacists in order to



provide consultation services. Physician consultation services can only be billed by and reimbursed to DMC providers

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

1. In FY 2018-19, an estimated: **1,500 mins** of service will be available for physician consultation services for Drug-Medi-Cal Clients. Units of service consist of 15-minute increments.
2. In FY 2019-20, an estimated: **2,935 mins** of service will be available for physician consultation services for Drug-Medi-Cal Clients. Units of service consist of 15-minute increments.
3. In FY 2020-21, an estimated: **2,432 mins** of service will be available for physician consultation services for Drug-Medi-Cal Clients. Units of service consist of 15-minute increments.

**Fees**

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

**Designated Program Monitor**

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

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES YOUTH TREATMENT GUIDELINES**

CONTRACTORS providing youth treatment services shall comply with the requirements for youth programs as contained in “Youth Treatment Guidelines 2002” until such time new Youth Treatment Guidelines are established and adopted. The Youth Treatment Guidelines may be found on the California Department of Healthcare Services Website:

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

**PERINATAL, CAL OMS DATA AND CAL OMS TREATMENT PROGRAM REQUIREMENTS:**

CONTRACTORS providing substance use disorder services shall fully participate in the California Outcome Measurement System (CalOMS) data collection and submission process and shall meet the timelines as established by the County. CONTRACTORS providing Perinatal Program services shall comply with the requirements for perinatal programs as contained in “Perinatal Practice Guidelines FY 2018-19” until such time new Perinatal Services Network Guidelines are established and adopted. The Perinatal Practice Guidelines may be found on the California Department of Healthcare Services Website:

[https://www.dhcs.ca.gov/individuals/Documents/Perinatal\\_Practice\\_Guidelines\\_FY1819.pdf](https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf)

**Medicaid Managed Care Plan**

CONTRACTORS providing substance use disorder services shall comply with the requirements contained in the Medicaid Managed Care Plan. The policy may be found on the Monterey County Behavioral Health QI website at:

<http://qi.mtyhd.org/wp-content/uploads/2014/09/108-Medicaid-Managed-Care-Plan.pdf>

**Hatch Act**

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

**No Unlawful Use or Unlawful Use Messages Regarding Drugs**

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

**Byrd Anti-Lobbying Amendment (31 USC 1352)**

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

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

Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

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

**EXHIBIT B-5: PAYMENT PROVISIONS****PAYMENT TYPE**

Cost Reimbursed up to the Maximum Contract Amount.

**Non-Drug/Medi-Cal**

1. COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community, which fall within the general services described in Exhibit A. At the end of each fiscal-year COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 20 of this Agreement.
2. Subject to the cost adjustment described in Section 20, COUNTY shall compensate CONTRACTOR in the following manner:
  - A. For Program 5, CONTRACTOR shall bill COUNTY one- twelfth of the annual amount, monthly, in advance on Exhibit C. At the end of each fiscal year, COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 20 of this Agreement.
  - B. CONTRACTOR shall develop a fee schedule in accordance with Section 14.
3. COUNTY shall pay CONTRACTOR the following rates for the following programs:

		FY 2018-19		
Program		Est. Units	Rates	FY Total
5	DAISY	630		\$40,182
<b>TOTAL PROGRAM AMOUNT</b>				<b>\$40,182</b>

		FY 2019-20		
Program		Est. Units	Rates	FY Total
5	DAISY	630		\$40,182
<b>TOTAL PROGRAM AMOUNT</b>				<b>\$40,182</b>

		FY 2020-21		
Program		Est. Units	Rates	FY Total
5	DAISY	630		\$40,182
<b>TOTAL PROGRAM AMOUNT</b>				<b>\$40,182</b>

**Drug/Medi-Cal**

COUNTY shall pay CONTRACTOR for services rendered to 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 shall be an interim rate based upon the estimated cost and units of services. At the end of each fiscal year, COUNTY shall make adjustments for actual cost in accordance with the procedures set forth in Section 19 of this Agreement.

COUNTY shall compensate CONTRACTOR in the following manner:

- A. For Programs 1, 2, 3, 4, 6, 7 and Recovery services and Physician Consult, services shall be invoiced to COUNTY in arrears and on a monthly basis.
- B. CONTRACTOR shall bill COUNTY monthly, in arrears, on Exhibit C, attached to supporting documentation as required by COUNTY for payment.
- C. COUNTY shall pay the CONTRACTOR the following rates:

		FY 2018-19		
CHS PROGRAMS		Est. Units	Rate	FY Total
1	Residential (3.1)	7,000	\$95.73	\$670,110
1	Residential Board and Care (3.1)	7,000	\$30.00	\$210,000
1	Perinatal Residential	1,250	\$95.73	\$119,663
2	Perinatal Residential Board and Care	1,250	\$30.00	\$37,500
2	Residential (3.5)	1,250	\$115.08	\$143,850
1	Residential Board and Care (3.5)	1,250	\$30.00	\$37,500
1	Case Mangement Residential (3.1, 3.2, 3.5, and Peri)	50,000	\$1.97	\$98,500
3	Residential Withdrawl Management (3.2)	500	\$119.66	\$59,830
3	Residential Board and Care (3.2)	500	\$30.00	\$15,000
4	NTP Methadone Dosing (DMC)	67,000	\$13.54	\$907,180
4	NTP Perinatal Methadone Dosing (DMC)	3,000	\$14.58	\$43,740
4	OTP Disulfiram	1,500	\$7.36	\$11,040
4	OTP Disulfiram Perinatal	250	\$7.59	\$1,898
4	OTP Buprenorphine	4,000	\$20.10	\$80,400
4	OTP Buprenorphine Perinatal	1,000	\$23.34	\$23,340
4	OTP Narcan	400	\$144.60	\$57,840
4	OTP Narcan Perinatal	100	\$144.60	\$14,460
4	NTP Individual Counseling (DMC)	480,000	\$1.59	\$763,200
4	NTP Perinatal Individual Counseling (DMC)	15,000	\$1.64	\$24,600
4	NTP Group Counseling (DMC)	4,000	\$0.34	\$1,360
4	NTP Perinatal Group Counseling (DMC)	1,000	\$0.43	\$430
4	NTP Case Management DMC)	10,000	\$1.97	\$19,700
6	ODF Individual Counseling (DMC)	120,000	\$3.14	\$376,800
6	ODF Group Counseling (DMC)	160,000	\$3.14	\$502,400
6	ODF Case Management (DMC)	25,000	\$1.97	\$49,250
7	Intensive Outpatient Services Individual Counseling	70,000	\$1.67	\$116,900
7	Intensive Outpatient Services Group Counseling	125,000	\$1.67	\$208,750
7	Intensive Outpatient Services-Case Management	25,000	\$1.97	\$49,250
	MAT Med Support or Physician Time (IOT and ODF)	1,125	\$5.54	\$6,233
	Recovery Services/Relapse Prevention/Recovery Monitoring	105,000	\$2.81	\$295,050
	Physician Consult	1,500	\$5.54	\$8,310
<b>TOTAL DRUG / MEDI-CAL PROGRAMS</b>				<b>\$4,954,083</b>

		<b>FY 2019-20</b>		
<b>CHS PROGRAMS</b>		<b>Est. Units</b>	<b>Rate</b>	<b>FY Total</b>
1	Residential (3.1)	6,802	\$98.51	\$670,066
1	Residential Board and Care (3.1)	6,802	\$30.00	\$204,060
1	Perinatal Residential	1,215	\$98.51	\$119,690
2	Perinatal Residential Board and Care	1,215	\$30.00	\$36,450
2	Residential (3.5)	1,215	\$118.42	\$143,881
1	Residential Board and Care (3.5)	1,215	\$30.00	\$36,450
1	Case Mangement Residential (3.1, 3.2, 3.5, and Peri)	48,762	\$2.02	\$98,500
3	Residential Withdrawl Management (3.2)	486	\$123.13	\$59,842
3	Residential Board and Care (3.2)	486	\$30.00	\$14,580
4	NTP Methadone Dosing (DMC)	65,124	\$13.93	\$907,180
4	NTP Perinatal Methadone Dosing (DMC)	2,916	\$15.00	\$43,740
4	OTP Disulfiram	1,162	\$9.50	\$11,040
4	OTP Disulfiram Perinatal	200	\$9.49	\$1,898
4	OTP Buprenorphine	4,205	\$19.12	\$80,408
4	OTP Buprenorphine Perinatal	971	\$24.04	\$23,334
4	OTP Narcan	400	\$144.66	\$57,840
4	OTP Narcan Perinatal	100	\$144.66	\$14,460
4	NTP Individual Counseling (DMC)	486,115	\$1.57	\$763,200
4	NTP Perinatal Individual Counseling (DMC)	10,513	\$2.34	\$24,601
4	NTP Group Counseling (DMC)	4,000	\$0.34	\$1,360
4	NTP Perinatal Group Counseling (DMC)	798	\$0.54	\$431
4	NTP Case Management DMC)	9,752	\$2.02	\$19,700
6	ODF Individual Counseling	116,656	\$3.23	\$376,799
6	ODF Group Counseling	155,542	\$3.23	\$502,401
6	ODF Case Management	24,381	\$2.02	\$49,250
7	Intensive Outpatient Services Individual Counseling (7/1/19-9/30/19)	548	\$3.23	\$1,770
7	Intensive Outpatient Services Group Counseling (7/1/19-9/30/19)	5,940	\$3.23	\$19,186
7	Intensive Outpatient Services Individual Counseling (10/1/19-6/30/20)	66,936	\$1.72	\$115,130
7	Intensive Outpatient Services Group Counseling (10/1/19-6/30/20)	110,212	\$1.72	\$189,564
7	Intensive Outpatient Services-Case Management	24,381	\$2.02	\$49,250
	MAT Med Support or Physician Time (IOT and ODF)	1,094	\$5.70	\$6,236
	Recovery Services/Relapse Prevention/Recovery Monitoring	102,096	\$2.89	\$295,058
	Physician Consult	2,935	\$5.70	\$16,730
<b>TOTAL DRUG / MEDI-CAL PROGRAMS</b>				<b>\$4,954,085</b>

		<b>FY 2020-21</b>		
<b>CHS PROGRAMS</b>		<b>Est. Units</b>	<b>Rate</b>	<b>FY Total</b>
1	Residential (3.1)	5,636	\$98.51	\$ 555,202
1	Residential Board and Care (3.1)	5,636	\$30.00	\$169,080
1	Perinatal Residential	1,007	\$98.51	\$99,200
2	Perinatal Residential Board and Care	1,007	\$30.00	\$30,210
2	Residential (3.5)	2,500	\$118.42	\$296,051
1	Residential Board and Care (3.5)	2,500	\$30.00	\$75,000
1	Case Mangement Residential (3.1, 3.2, 3.5, and Peri)	55,257	\$2.02	\$111,620
3	Residential Withdrawl Management (3.2)	1,258	\$123.13	\$154,898
3	Residential Board and Care (3.2)	1,258	\$30.00	\$37,740
4	NTP Methadone Dosing (DMC)	66,707	\$14.20	\$947,239
4	NTP Perinatal Methadone Dosing (DMC)	2,370	\$15.29	\$36,237
4	OTP Disulfiram	895	\$10.22	\$9,147
4	OTP Disulfiram Perinatal	152	\$10.37	\$1,576
4	OTP Buprenorphine	1,421	\$29.06	\$41,294
4	OTP Buprenorphine Perinatal	511	\$33.90	\$17,323
4	OTP Narcan	250	\$144.66	\$36,165
4	OTP Narcan Perinatal	10	\$144.66	\$1,447
4	NTP Individual Counseling (DMC)	251,013	\$1.67	\$419,191
4	NTP Perinatal Individual Counseling (DMC)	8,564	\$2.38	\$20,382
4	NTP Group Counseling (DMC)	2,958	\$0.38	\$1,124
4	NTP Perinatal Group Counseling (DMC)	584	\$0.61	\$356
4	NTP Case Management DMC)	18,770	\$2.02	\$37,916
6	ODF Individual Counseling	103,000	\$3.23	\$332,690
6	ODF Group Counseling	50,000	\$3.23	\$161,500
6	ODF Case Management	32,178	\$2.02	\$65,000
7	Intensive Outpatient Services Individual Counseling	20,000	\$3.23	\$64,600
7	Intensive Outpatient Services Group Counseling	38,700	\$3.23	\$125,001
7	Intensive Outpatient Services-Case Management	20,203	\$2.02	\$40,810
	MAT Med Support or Physician Time (IOT and ODF)	1,200	\$5.70	\$6,840
	Recovery Services/Relapse Prevention/Recovery Monitoring	68,520	\$2.89	\$198,024
	Physician Consult	2,432	\$5.70	\$13,863
<b>TOTAL DRUG / MEDI-CAL PROGRAMS</b>				<b>\$4,106,726</b>

#### 4. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by Drug Medi-Cal funds, SAPT funds, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of 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 Maximum Allowances (CMA), which is based on the CONTRACTOR's submitted budget for each funded program. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed the CMA. In addition to the CMA 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, SAPT 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 or are not Drug/Medi-Cal eligible 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 Cost Reimbursement Invoice Form provided as Exhibit C, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) 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, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

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

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

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

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

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

J. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Drug/Medi-Cal Disallowance Report, Cost Report or Audit Report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse

COUNTY for any state, federal, or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.

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 **\$14,135,440** for services rendered under this Agreement.

B. Maximum Annual Liability:

<b>COMMUNITY HUMAN SERVICES: SUD Agreement</b>	
FY 2018-19 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	<b>\$4,994,265</b>
FY 2019-20 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	<b>\$4,994,267</b>
FY 2020-21 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	<b>\$4,146,908</b>
<b>TOTAL AGREEMENT MAXIMUM LIABILITY</b>	<b>\$14,135,440</b>

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. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and 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.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services 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.

C. 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.

D. Administrative Overhead: CONTRACTOR's administrative costs shall not exceed fifteen (15%) percent of total program costs and are subject to Cost Report Settlement provisions.

E. 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.

F. 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 under taking 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 day time 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 V (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) and Cost Report Settlement 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) and Cost Report Settlement 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.

## Certificate Of Completion

Envelope Id: 72E201F16B714AE8AE13E9943AFC055B	Status: Completed
Subject: Please DocuSign: DRAFT_CHS_SUD Amend No. 5 to A-14018_FY 2018-21.pdf	
Source Envelope:	
Document Pages: 46	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Rosary Moreno
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	morenor@co.monterey.ca.us
	IP Address: 108.67.154.209

## Record Tracking

Status: Original	Holder: Rosary Moreno	Location: DocuSign
10/22/2020 7:31:43 AM	morenor@co.monterey.ca.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Health	Location: DocuSign

## Signer Events

Robin McCrae  
 rmcrae@chservices.org  
 CEO  
 Security Level: Email, Account Authentication (None)

## Signature

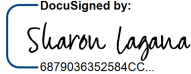
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 Using IP Address: 98.35.252.151

## Timestamp

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 Signed: 10/22/2020 12:56:42 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/22/2020 12:55:07 PM  
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Sharon Lagana  
 slagana@chservices.org  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Using IP Address: 68.93.186.177

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**Electronic Record and Signature Disclosure:**  
 Accepted: 10/22/2020 1:00:11 PM  
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	10/22/2020 12:56:48 PM
Certified Delivered	Security Checked	10/22/2020 1:00:12 PM
Signing Complete	Security Checked	10/22/2020 1:18:06 PM
Completed	Security Checked	10/22/2020 1:18:06 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Health (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Health:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [urenael@co.monterey.ca.us](mailto:urenael@co.monterey.ca.us)

### **To advise Health of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [urenael@co.monterey.ca.us](mailto:urenael@co.monterey.ca.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Health**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [urenael@co.monterey.ca.us](mailto:urenael@co.monterey.ca.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Health**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [urenae1@co.monterey.ca.us](mailto:urenae1@co.monterey.ca.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Health as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Health during the course of your relationship with Health.