

**AMENDMENT NO. 1
TO ALCOHOL AND/OR DRUG SERVICE AGREEMENT A-17394
BY AND BETWEEN
COUNTY OF MONTEREY AND
SUN STREET CENTERS**

This AMENDMENT NO. 1 to Agreement A-17394 is made by and between the County of Monterey, hereinafter referred to as “COUNTY,” and **Sun Street Centers**, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR entered into Agreement A-17394 dated June 24, 2025; and

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

1. Revise Exhibit A and add DHCS required regulation language regarding Narcotic Treatment Program Services (NTP) language and system changes for FY 2025-26.
2. Increase funding and Units of Service for Residential and Outpatient Services for FY 2025-2026.

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

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B: PAYMENT PROVISIONS is replaced by EXHIBIT B-1: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-17394 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. This Amendment increases the original Agreement amount of \$7,690,955.00 by \$1,684,875.00 for a new Agreement amount of \$9,375,830.00.
5. A copy of this Amendment shall be attached to the original Agreement executed by the County on June 24, 2025.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Agreement A-17394 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR


Elsa Mendoza-Jimenez, Director of Health Services

Signed by:



B2CE94D3B05240B...
Signature of CEO, Chair/Director or Vice President

Dated:

Anna Foglia, Chief Executive Officer

Approved as to Fiscal Provisions²
Signed by:


E79EF64E57454F6...
Auditor/Controller

Dated: 6/3/2026 | 6:18 PM PDT
Signed by:


8C52A6F0D58041C...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Dated: 6/4/2026 | 2:37 PM PDT

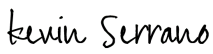
Renee Frasier, Chief Financial Officer
Printed Name and Title

Approved as to Liability Provisions³

Dated: 6/3/2026 | 5:37 PM PDT

Risk Management

Dated:

Approved as to Form
Signed by:


CF464EA4829E4B5...
Office of County Counsel

Dated: 6/4/2026 | 1:10 PM PDT

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

¹Approval by County Counsel is required.

²Approval by Auditor-Controller is required.

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

**SUN STREET CENTERS
EXHIBIT A-1
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES**

PROGRAM 1: RESIDENTIAL (ASAM Level 3.1 and 3.5, MAT Med Support, Recovery Services, Clinician Consultation, Peer Support Services, and Care Coordination)

Program Location

8 Sun Street
Salinas, CA 93901
(831) 753-5145

641 Broadway Street
King City, CA 93930
(831) 525-8181

Hours of Operation

Services are provided on a 24-hour 7-day a week basis.
Business Hours: Monday – Friday, 8am to 5pm

Program Description

Residential/Inpatient Services:

Short term (length of treatment varies by individual, approximately 1-3 months), highly structured residential drug treatment for up to 55 adults. Priority admission is given to intravenous drug users, HIV+, and/or pregnant individuals.

CONTRACTOR provides a licensed/certified "social model" Residential Recovery Program for males in Salinas and males and females in King City. CONTRACTOR is licensed and certified for fifty-five (55) beds by the State of California Department of Health Care Services.

Participation in the Salinas site program is limited by current license to males, 18 years and older.

Participation in the King City site program is limited by current license to men and women, 18 years and older.

All services provided to clients are bi-lingual English/Spanish.

Drug Medi-Cal Organized Delivery System Support Services:

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

MAT includes all FDA-approved medications and biological products to treat AUD, OUD, and any SUD. MAT may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of a level of care listed in

this “Covered DMC-ODS Services” section. MAT may be provided with the following service components:

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

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

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

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

Recovery Services

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

Recovery Services include the following service components:

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

Clinician Consultation

Clinician Consultation replaces and expands the previous “Physician Consultation” service that were used to describe the DMC-ODS program during the years 2015-2021. Clinician Consultation consists of DMC-ODS LPHAs consulting with LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. Clinician Consultation is not a direct service provided to DMC-ODS beneficiaries. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS beneficiaries. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

Peer Support Services

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

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

Peer Support Services consist of the following activities:

- *Educational Skill Building Groups*: providing a supportive environment in which beneficiaries and their families learn coping mechanisms and problem solving skills

in order to help the beneficiaries achieve desired outcomes. These groups promote skill building for the beneficiaries in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

- *Engagement services*: activities and coaching led by Peer Support Specialists to encourage and support beneficiaries to participate in behavioral health treatment. Engagement may include supporting beneficiaries in their transitions between levels of care and supporting beneficiaries in developing their own recovery goals and processes.
- *Therapeutic Activity*: a structured non-clinical activity provided by Peer Support Specialists to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the beneficiary’s treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the beneficiary; promotion of self-advocacy; resource navigation; and collaboration with the beneficiaries and others providing care or support to the beneficiary, family members, or significant support persons.

Program Integrity

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

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

Program/ASAM Service Levels

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

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

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

ASAM Service Level Description

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

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

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

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

If the assessment of the member is completed by a registered or certified counselor, then a Licensed Practitioner of the Healing Arts (LPHA) shall review that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA

and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

Residential Treatment services include the following components:

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

Length of Stay (LOS)

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a “short-term resident” of the residential facility. The statewide goal for the average length of stay for Residential Treatment Services provided by DMC-ODS plans is 30 days. The goal for a statewide average length of stay for residential services of 30 days is not a quantitative treatment limitation or hard “cap” on individual stays; lengths of stay in residential treatment settings shall be determined by individualized clinical need. CONTRACTOR shall ensure that members receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress. CONTRACTOR shall adhere to the length of stay monitoring requirements set forth by DHCS and length of stay performance measures established by DHCS and reported by the external quality review organization. The length of stay for residential services (3.1 and 3.5) may be authorized by the COUNTY for up to 90- days continuous period maximum for adults and is determined by individualized clinical need. If the client requires residential treatment beyond 90 days, the CONTRACTOR may request a Re Authorization of up to 30 days and every 30 days thereafter and must receive prior authorization by the COUNTY. Perinatal clients may receive a longer LOS than those described above, if determined to be medically necessary. Nothing in this section overrides any Early and Periodic Screening, Diagnostic and Treatment (EPSDT) requirements. EPSDT clients may receive a longer length of stay based on medical necessity.

Admission

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

When the ASAM Criteria screening, completed by qualified CONTRACTOR staff, indicates preliminary LOC 3.1 or 3.5, documentation must be sent to COUNTY for authorization approval prior to admission. CONTRACTOR will collaborate with COUNTY to complete residential authorization requests in line with COUNTY (Policy 730) and DHCS policy. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHIN 24-001, or any subsequent DHCS notices.

CONTRACTOR shall complete and finalize a full ASAM criteria assessment within 72 hours of the date of admission into the residential program. For clients who meet medical necessity for SUD Residential treatment based on the full/finalized ASAM criteria assessment completed by the CONTRACTOR, the CONTRACTOR may provide treatment for up to 90 days. For clients who do not meet medical necessity for SUD Residential treatment based on the full/finalized ASAM criteria assessment completed by the CONTRACTOR, the CONTRACTOR must discharge the client to a lower level of care within 72 hours of the date of admission of the residential program. COUNTY will monitor ASAM criteria assessments for medical necessity for SUD Residential treatment programs for clients staying beyond the 72-hour admission timeframe.

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

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

The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process.

Referral to the Mental Health Plan

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

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

Admission Criteria for Residential Treatment

1. Be 18 years of age or older; and
2. Program participation is voluntary. To be initially admitted, persons must have a finalized ASAM Screening for residential treatment and prior approval from COUNTY. To stay beyond the first 72 hours of admission, persons must meet medical necessity and the ASAM criteria for residential services through completion of an ASAM Criteria Assessment.
3. CONTRACTOR shall give admission priority to pregnant women, HIV+, and IV drug users.
4. 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.
5. 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 4b above
6. 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 beneficiary 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".

Target Population

Monterey COUNTY males/females, age 18 years or older with primary addiction to drug(s). Intravenous drug users, HIV+ , and pregnant female 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.

Coordination and Continuity of Care

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

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

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

- Ensure that each provider furnishing services to clients maintains and shares, as appropriate, a client health record in accordance with professional standards.
- Ensure that in the process of coordinating care, each client's privacy is protected in accordance with the privacy requirements in 45 C.F.R. Parts 160 and 164 subparts A and E and 42 C.F.R. Part 2, to the extent that they are applicable.

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

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

Care coordination includes one or more of the following components:

- (1) Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
- (2) Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
- (3) Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

Medications

If CONTRACTOR provides or stores medications, the CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and federal standards.

CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.

Prescription and over the counter medications which expire and other bio-hazardous pharmaceuticals including used syringes or medications which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record, to be retained for at least one year. CONTRACTOR shall have at least one program staff on duty at all times trained to adequately monitor clients for signs and symptoms of their possible misuse of prescribed medications, adverse medication reactions and related medical complications.

Alcohol and Drug Free Environment

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

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

Naloxone Requirements

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

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

Informing Materials

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

1. COUNTY DMC-ODS Beneficiary Handbook (BHIN 23-048)
2. Provider Directory
3. DMC-ODS Formulary
4. Advance Health Care Directive Form (required for adult clients only)
5. Notice of Language Assistance Services available upon request at no cost to the client
6. Language Taglines
7. Grievance/Appeal Process and Form
8. Notice of Privacy Practices
9. EPSDT poster (if serving clients under the age of 21)

CONTRACTOR shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment. CONTRACTOR shall give each client

notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change.

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

Provider Directory

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

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

Documentation Requirements

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

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

All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 23-068 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

Assessment

CONTRACTOR shall use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care. Medi-Cal behavioral health delivery systems shall accept an ASAM assessment completed by a qualified provider using the ASAM CONTINUUM software in the electronic health record. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include provider's recommendations for ASAM Level of Care and medically necessary services, and

additional provider referrals, as clinically appropriate. If the assessment of the client is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

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

ICD-10

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

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

Problem List

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

CONTRACTOR must document a problem list that adheres to industry standards.

A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.

The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.

CONTRACTOR shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 23-068.

Progress Notes

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

- I. ICD-10 code
- II. Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code
- III. A brief description of how the service addressed the member's behavioral health needs (e.g., symptom, condition, diagnosis, and/or risk factors).
- IV. A brief summary of next steps, including, but not limited to, planned action steps by the provider or by the client, collaboration with the client, collaboration with other provider(s) and any update to the problem list as appropriate.

CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within one (1) calendar day. The day of the service shall be considered day zero (0).

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

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

- I. A list of participants is required to be documented and maintained by the CONTRACTOR.
- II. If more than one provider renders a group service, one progress note may be completed for a group session and signed by one provider. CONTRACTOR shall ensure that in this case, the progress note clearly documents the specific involvement and the specific amount of time of involvement of each provider during the group activity, including documentation time.
- III. Every participant shall have a progress note in their clinical record that documents the service encounter and their attendance in the group.
- IV. The progress note for the group service encounter shall also include a brief description of the member's response to the service.

Treatment Plans

- A. CONTRACTOR shall develop treatment plans for all clients, when required, and these plans of care shall include the following:
 - I. Statement of problems to be addressed as identified in the SUD Assessment and any other intake documentation.
 - II. Specific quantifiable goals to be reached which address each problem.
 - III. Specific quantifiable action steps which will be taken by the SUD Counselor and/or person in care to accomplish identified goals.
 - IV. Target date(s) for accomplishment of actions and objectives.
 - V. A description of services including the type(s) of interventions/modality.

- B. CONTRACTOR shall develop the treatment plan with participation from the client in accordance with the timeframes specified below:
 - I. For residential programs, the treatment plan shall be developed within 10 calendar days from the date of the client's admission.
 - II. The person in care's progress shall be reviewed and documented within 30 calendar days after signing the treatment plan and no later than every 30 calendar days thereafter.

Telehealth

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

Discharge Planning

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

Written criteria for discharge defining:

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

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

- a. AOD Counselor or LPHA will develop the discharge summary for each client upon leaving the program within seven (7) days of the client's discharge.
- b. The discharge summary will include the following:
 - (i) Summary of the services provided;
 - (ii) Date of termination of services;
 - (iii) Reason for termination of services; and
 - (iv) Referral(s), if any.

- c. In addition to the discharge summary requirements in (b) above, a licensed alcoholism or drug abuse recovery or treatment facility (residential) shall include the following additional information:
- (i) Description of treatment episodes;
 - (ii) Description of recovery services completed;
 - (iii) Current alcohol and/or other drug usage;
 - (iv) Vocational and educational achievements; and
 - (v) Client’s comments.

:

Service Objectives

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Health Care Services license regulations.
2. Provide the following estimated residential services and bed days per Fiscal Year 2025-26 to continuously enrolled Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client’s control of the bed during an overnight period.

FY 2025-2026	
Residential Services (3.1)	9,100
Residential Board and Care (3.1)	9,100
Residential Services (3.5)	3,100
Residential Board and Care (3.5)	3,100
FY 2025-26 (May 1, 2026 - June 30, 2026)	
Residential Services (3.1)	2,915
Residential Board and Care (3.1)	2,915
Residential Services (3.5)	1,624
Residential Board and Care (3.5)	1,624

FY 2025-26 Residential (3.1, 3.2 and 3.5) Care Coordination		
Staff Type	Service	Units (minutes)
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC) Alcohol and Drug Counselor	Care Coordination/Case Management	53,493

Designated Contract Monitor

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

PROGRAM 2: Clinically Managed Residential Withdrawal Management (ASAM Level 3.2-WM, MAT Med Support, Recovery Services, Clinician Consultation, and Care Coordination)

Program Location

8 Sun Street
Salinas, CA 93901
(831) 753-5145

641 Broadway Street
King City, CA 93930
(831) 525-8181

Hours of Operation

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

In Salinas, the guestroom/detox program is located at 8 Sun Street and is accessible through the center office. In King City, the guestroom/detox program is located at 641 Broadway and is accessible through the center office.

Program Description

Withdrawal Management (WM) 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.

Withdrawal Management Services are provided to beneficiaries when medically necessary for maximum reduction of the SUD symptoms and restoration of the member to their best possible functional level.

Participation in the program is limited by current license to females and males, 18 years and older.

Drug Medi-Cal Organized Delivery System Support Services:

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

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

service components:

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

Recovery Services

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

Recovery Services include the following service components:

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

Clinician Consultation

Clinician Consultation replaces and expands the previous “Physician Consultation” service that were used to describe the DMC-ODS program during the years 2015-2021. Clinician Consultation consists of DMC-ODS LPHAs consulting with LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. Clinician Consultation is not a direct service provided to DMC-ODS beneficiaries. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side

effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS beneficiaries. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

Program Integrity

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

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

Program/ASAM Service Level Description

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.

Each beneficiary shall reside at the facility. All beneficiaries receiving Withdrawal Management services shall be monitored during the withdrawal management process. CONTRACTOR will follow DHCS Level of Care Designation requirements for 3.2 as described in Exhibit A of BHIN 21-001, BHIN 25-003 Certification of Alcohol and Other Drug Programs requirements (most recent update February 2025) or in any subsequent DHCS LOC Designation guidance.

Withdrawal management services are urgent and provided on a short-term basis. When provided as part of withdrawal management services, service activities, such as the assessment, focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where comprehensive treatment services are provided. A full ASAM Criteria assessment shall not be required as a condition of admission to a facility providing Withdrawal Management. To facilitate an appropriate care transition, a full ASAM assessment, brief screening, or other tool to support referral to additional services is appropriate.

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 protocols for supervision, physical and vital signs checks & documentation in the client's chart as per Certification of Alcohol and Other Drug Programs requirements and determination of appropriate level of care, and facilitation of the patients transition to continuing care.

All services provided to clients are bi-lingual English/Spanish.

Withdrawal Management Services include the following service components:

- Assessment (including the diagnosis of substance use disorders and the assessment of treatment needs to provide medically necessary services. Assessment may include a physical examination and laboratory testing necessary for substance use disorder treatment.)
- Care Coordination
- 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.)
- MAT for OUD
- MAT for AUD and other non-opioid SUDs
- Observation (monitoring the member's course of withdrawal and may include but is not limited to completion of physical checks and vital signs check. Conducted at the frequency required by applicable state and federal laws, regulations, and standards)
- Recovery Services

Length of Stay

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

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

- a) Pursuant to BHIN 24-001 and consistent with Welfare & Institutions Code § 14059.5(a), DMC-ODS services must be medically necessary.
- b) For individuals 21 years of age or older: a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

- c) For individuals under 21 years of age: a service is “medically necessary” or a “medical necessity” if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Section 14059.5(b)(1)).

Referral

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

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

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

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

DMC – ODS Assessments

DHCS Level of Care (LOC) Designation requirements for providers of residential treatment services or withdrawal management services

- (A) Providers of Residential Treatment Services shall ensure each member receives a multidimensional LOC assessment within 72 hours of admission.
- (B) A member receiving withdrawal management services is exempt from the requirement to conduct a multidimensional assessment within 72 hours of admission (as described in Exhibit A of BHIN 21-001 or subsequent DHCS LOC Designation guidance). A member receiving detoxification services upon

admission is exempt from the multidimensional assessment, if completion of a pre-assessment within 72 hours following admission for detoxification services occurs and there are contingency plans to transfer the resident to a subsequent level of care where a full assessment would be conducted.

Initial Assessment Process

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

- I. To ensure that members receive the right service, at the right time, and in the right place, CONTRACTOR shall use their clinical expertise to complete initial assessments and subsequent assessments as expeditiously as possible, in accordance with each member's clinical needs and generally accepted standards of practice.
- II. COUNTY shall monitor timely completion of assessments to ensure appropriate access to, and utilization of, services. COUNTY shall not enforce standards for timely initial assessments, or subsequent assessments, in a manner that fails to permit adequate time to complete assessments when such time is necessary due to a member's individual clinical needs.
- III. Assessments shall be updated as clinically appropriate, such as when the member's condition changes.

Diagnosing During Initial Assessment Process

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

Assessment of Tobacco Use Disorder during Initial Assessment Phase

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

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

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

Access Criteria After Assessment

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

- I. Beneficiaries 21 years of age and older, to qualify for DMC-ODS services after the initial assessment, must meet one of the following criteria:
 - a. Have at least one diagnosis from the most current edition of the Diagnostic and Statistical Manual (DSM) of Mental Disorders for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, OR
 - b. Have had at least one diagnosis from the most current edition of the DSM for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.
- II. Beneficiaries under the age of 21, qualify for DMC-ODS medically necessary services after the initial assessment, in the following circumstances:
 - a. All services that are Medi-Cal-coverable, appropriate, and medically necessary, needed to correct and ameliorate health conditions shall be provided, as per federal Early & Periodic Screening, Diagnostic and Treatment (EPSDT) statutes and regulations.
 - b. Services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs, consistent with federal guidance. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

ASAM Level of Care Determination

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

- B. A full ASAM Criteria assessment is not required to deliver prevention and early intervention services for members under 21; a brief screening ASAM Criteria tool is sufficient for these services.
- C. A full ASAM Criteria assessment, or brief screening ASAM Criteria tool for preliminary LOC recommendations, shall not be required to begin receiving DMC-ODS services.
- D. A full ASAM Criteria assessment does not need to be repeated unless the client's condition changes.
- E. Requirements for ASAM LOC assessments apply to NTP clients and settings.

Service Authorization:

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

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

When the ASAM Criteria screening tool, completed by qualified CONTRACTOR staff, indicates preliminary residential or inpatient level of care, documentation must be sent to COUNTY for authorization approval prior to admission. CONTRACTOR will collaborate with COUNTY to complete residential authorization requests in line with COUNTY (Policy 730) and DHCS policy. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHIN 24-001, or any subsequent DHCS notices.

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

COUNTY will ensure that prior authorization processes are completed in a manner that assures the provision of a covered SUD service to a client in a timely manner appropriate for the client's condition. CONTRACTOR shall alert COUNTY when an expedited service authorization decision is necessary due to a client's specific needs and circumstances that

could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function. Expediated service authorizations shall not exceed 72 hours after receipt of the request for service, with a possible extension of up to 14 calendar days if the client or provider requests an extension.

Target Population

The program is designed for males/females, 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 their 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.

Referral to the Mental Health Plan

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

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

Coordination and Continuity of Care

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

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

- Ensure that each client has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the client. The client shall be provided information on how to contact their designated person or entity.
- All services provided to clients shall be coordinated:

- a. Between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays.
 - b. With the services the client receives from any other managed care organization.
 - c. With the services the client receives in FFS Medi-Cal.
 - d. With the services the client receives from community and social support providers.
- Share with other providers serving the client, as allowed by regulations, the results of any identification and assessment of that client's needs to prevent duplication of those activities.
 - Ensure that each provider furnishing services to clients maintains and shares, as appropriate, a client health record in accordance with professional standards.
 - Ensure that in the process of coordinating care, each client's privacy is protected in accordance with the privacy requirements in 45 C.F.R. Parts 160 and 164 subparts A and E and 42 C.F.R. Part 2, to the extent that they are applicable.

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

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

Care coordination includes one or more of the following components:

- (1) Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
- (2) Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
- (3) Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

Medications

If CONTRACTOR provides or stores medications, the CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and federal standards. CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.

Prescription and over the counter medications which expire and other bio-hazardous pharmaceuticals including used syringes or medications which are not removed by the client upon termination of services shall be disposed of by the program director or a designated

substitute, and one other adult who is not a client. Both shall sign a record, to be retained for at least one year.

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

Alcohol and Drug Free Environment

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

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

Naloxone Requirements

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

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

Informing Materials

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

1. COUNTY DMC-ODS Beneficiary Handbook (BHIN 23-048)
2. Provider Directory
3. DMC-ODS Formulary
4. Advance Health Care Directive Form (required for adult clients only)
5. Notice of Language Assistance Services available upon request at no cost to the client.
6. Language Taglines

7. Grievance/Appeal Process and Form
8. Notice of Privacy Practices
9. EPSDT poster (if serving clients under the age of 21)

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

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

Provider Directory

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

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

Documentation Requirements

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

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

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

Assessment

CONTRACTOR shall use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care. Medi-Cal behavioral health delivery systems shall accept an ASAM assessment completed by a

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

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

ICD-10

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

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

Problem List

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

CONTRACTOR must document a problem list that adheres to industry standards.

A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.

The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.

CONTRACTOR shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

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

Progress Notes

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

- I. ICD-10 code
- II. Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code
- III. A brief description of how the service addressed the member's behavioral health needs (e.g., symptom, condition, diagnosis, and/or risk factors).
- IV. A brief summary of next steps, including, but not limited to, planned action steps by the provider or by the client, collaboration with the client, collaboration with other provider(s) and any update to the problem list as appropriate.

CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within one (1) calendar day. The day of the service shall be considered day zero (0).

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

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

- I. A list of participants is required to be documented and maintained by the CONTRACTOR.
- II. If more than one provider renders a group service, one progress note may be completed for a group session and signed by one provider. CONTRACTOR shall ensure that in this case, the progress note clearly documents the specific involvement and the specific amount of time of involvement of each provider during the group activity, including documentation time.
- III. Every participant shall have a progress note in their clinical record that documents the service encounter and their attendance in the group.
- IV. The progress note for the group service encounter shall also include a brief description of the member's response to the service.

Treatment Plans

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

- I. Statement of problems experienced by the client to be addressed.
- II. Statement of objectives to be reached that address each problem.
- III. Statement of actions that will be taken by the program and/or client to accomplish the identified objectives.
- IV. Target date(s) for accomplishment of actions and objectives.

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

- I. For outpatient programs, the treatment plan shall be developed within 30 calendar days from the date of the client's admission. The client's progress shall be reviewed and documented within 30 calendar days after signing the treatment plan and not later than every 30 calendar days thereafter.
- II. For residential programs, the treatment plan shall be developed within 10 calendar

days from the date of the client's admission.

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

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

Telehealth

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

Discharge Planning

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

Written criteria for discharge defining:

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

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

- a. AOD Counselor or LPHA will develop the discharge summary for each client upon leaving the program within seven (7) days of the client's discharge.
- b. The discharge summary will include the following:
 - (i) Summary of the services provided;
 - (ii) Date of termination of services;
 - (iii) Reason for termination of services; and

- (iv) Referral(s), if any.
- c. In addition to the discharge summary requirements in (b) above, a licensed alcoholism or drug abuse recovery or treatment facility (residential) shall include the following additional information:
 - (i) Description of treatment episodes;
 - (ii) Description of recovery services completed;
 - (iii) Current alcohol and/or other drug usage;
 - (iv) Vocational and educational achievements; and
 - (v) Client’s comments.

Service Objectives

1. Provide the following estimated 3.2 WM 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:

FY 2025-2026	
Residential Services (3.2)	1,250
Residential Board and Care (3.2)	1,250
FY 2025-2026 (May 1, 2026- June 30, 2026)	
Residential Services (3.2)	173
Residential Board and Care (3.2)	173

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.

Designated Program Monitor

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

PROGRAM 3: OUTPATIENT SERVICES (ASAM Level 1, 2.1, MAT Med Support, Recovery Services, Clinician Consultation, Peer Support Services, and Care Coordination)

Program Locations

12 Sun Street Salinas, CA 93901
128 E. Alisal Street Salinas, CA 93905
3043 Mac Arthur Blvd. Marina, CA 93933
1760 Fremont Blvd. Suite. E-1 Seaside, CA 93955
641 Broadway St., King City, CA 93930

Hours of Operation

The program will operate from 8:00 A. M. to 9:00 P. M. Monday through Friday.

Program Description:

CONTRACTOR will operate and maintain an outpatient program offering services in accordance with applicable State and Federal laws. This program will provide recovery support to Drug/Medi-Cal eligible adult (18 years and older) and adolescent (ages 12-17) clients. A person's length of stay in the program is dependent upon the nature of presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program offers up to 26 group sessions and 6 individual sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, and stress management, and relapse prevention.

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

Outpatient Treatment Services

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

Intensive Outpatient Services

CONTRACTOR provides intensive outpatient treatment (IOT) for adults and adolescent individuals who have significant alcohol and/or drug problems that necessitate a higher intensity of service delivery to initiate and maintain abstinence. The IOT Program is a structured recovery program that provides a more intensive delivery of outpatient services to assist the client to achieve and sustain sobriety. The intensity of treatment services may be modified as the client progresses through the program.

The IOT program requires the participant to attend initial treatment sessions more frequently and followed by a reduced number of sessions as the client remains abstinent and progresses in their recovery.

Drug Medi-Cal Organized Delivery System Support Services:
Medications for Addiction Treatment (also known as medication-assisted treatment or MAT)

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

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

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

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

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

Recovery Services

Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level. Recovery Services emphasize the beneficiary’s central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries. Beneficiaries may receive Recovery

Services based on self-assessment or provider assessment of relapse risk. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD. Services may be provided in person, by telehealth, or by telephone. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in this “Covered DMC-ODS Services” section, or as a service delivered as part of these levels of care.

Recovery Services include the following service components:

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

Clinician Consultation

Clinician Consultation replaces and expands the previous “Physician Consultation” service that were used to describe the DMC-ODS program during the years 2015-2021. Clinician Consultation consists of DMC-ODS LPHAs consulting with LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. Clinician Consultation is not a direct service provided to DMC-ODS beneficiaries. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS beneficiaries. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

Peer Support Services

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

beneficiary. Peer support services can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

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

Peer Support Services consist of the following activities:

- *Educational Skill Building Groups*: providing a supportive environment in which beneficiaries and their families learn coping mechanisms and problem solving skills in order to help the beneficiaries achieve desired outcomes. These groups promote skill building for the beneficiaries in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.
- *Engagement services*: activities and coaching led by Peer Support Specialists to encourage and support beneficiaries to participate in behavioral health treatment. Engagement may include supporting beneficiaries in their transitions between levels of care and supporting beneficiaries in developing their own recovery goals and processes.
- *Therapeutic Activity*: a structured non-clinical activity provided by Peer Support Specialists to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the beneficiary's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the beneficiary; promotion of self-advocacy; resource navigation; and collaboration with the beneficiaries and others providing care or support to the beneficiary, family members, or significant support persons.

Program Integrity

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

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

Program/ASAM Service Level Description

Outpatient treatment services (ASAM Level 1) are provided to beneficiaries when medically necessary (offering up to nine hours a week for adults, and up to six hours a week for adolescents). Intensive Outpatient treatment services (ASAM Level 2.1) are provided to

members for a minimum of 9 hours a week for adults and a minimum of 6 hours a week for adolescents). Services may exceed the maximum based on individual medical necessity. Outpatient and Intensive Outpatient Treatment Services may be provided in person, by telehealth, or by telephone. CONTRACTOR will provide Drug Medi-Cal Outpatient services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by the State of California, operated and maintained to provide outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

Outpatient & Intensive Outpatient Treatment Services include the following service components:

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

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

https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

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

Length of Stay

Duration of the program is dependent upon the nature of an individual’s presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program will offer group-counseling sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, stress

management, and relapse prevention. Parenting issues and needs will also be addressed in groups focusing on parenting-skills, child growth and development, home management, nutrition, bonding, and effective discipline.

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

- a) Pursuant to BHIN 24-001 and consistent with Welfare & Institutions Code § 14059.5(a), DMC-ODS services must be medically necessary.
- b) For individuals 21 years of age or older: a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.
- c) For individuals under 21 years of age: a service is “medically necessary” or a “medical necessity” if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Section 14059.5(b)(1)).

Referral

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

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

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

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

Initial Assessment Process:

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

- A. CONTRACTOR shall comply with beneficiaries’ access criteria and services provided during the initial assessment process requirements:
 - I. To ensure that members receive the right service, at the right time, and in the right place, CONTRACTOR shall use their clinical expertise to complete initial assessments and subsequent assessments as expeditiously as possible, in accordance with each member’s clinical needs and generally accepted standards of practice.
 - II. COUNTY shall monitor timely completion of assessments to ensure appropriate access to, and utilization of, services. COUNTY shall not enforce standards for timely initial assessments, or subsequent assessments, in a manner that fails to permit adequate time to complete assessments when such time is necessary due to a member’s individual clinical needs.
 - III. Assessments shall be updated as clinically appropriate, such as when the member’s condition changes.

Diagnosing During Initial Assessment Process

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

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

Assessment of Tobacco Use Disorder during Initial Assessment Phase

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

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

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

Access Criteria After Assessment:

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

- I. Beneficiaries 21 years of age and older, to qualify for DMC-ODS services after the initial assessment, must meet one of the following criteria:
 - a. Have at least one diagnosis from the most current edition of the Diagnostic and Statistical Manual (DSM) of Mental Disorders for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, OR
 - b. Have had at least one diagnosis from the most current edition of the DSM for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.
- III. Beneficiaries under the age of 21, qualify for DMC-ODS medically necessary services after the initial assessment, in the following circumstances:
 - a. All services that are Medi-Cal-coverable, appropriate, and medically necessary, needed to correct and ameliorate health conditions shall be provided, as per federal Early & Periodic Screening, Diagnostic and Treatment (EPSDT) statutes and regulations.
 - b. Services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs, consistent with federal guidance. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

ASAM Level of Care Determination

- A. CONTRACTOR shall use the ASAM Criteria to determine placement into the appropriate level of care (LOC) for all beneficiaries, which is separate and distinct from determining medical necessity. LOC determinations shall ensure that beneficiaries are

- able to receive care in the least restrictive LOC that is clinically appropriate to treat their condition.
- B. A full ASAM Criteria assessment is not required to deliver prevention and early intervention services for members under 21; a brief screening ASAM Criteria tool is sufficient for these services.
 - C. A full ASAM Criteria assessment, or brief screening ASAM Criteria tool for preliminary LOC recommendations, shall not be required to begin receiving DMC-ODS services.
 - D. A full ASAM Criteria assessment does not need to be repeated unless the client's condition changes.
 - E. Requirements for ASAM LOC assessments apply to NTP clients and settings.

Service Authorization:

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

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

When the ASAM Criteria screening tool, completed by qualified CONTRACTOR staff, indicates preliminary residential or inpatient level of care, documentation must be sent to COUNTY for authorization approval prior to admission. CONTRACTOR will collaborate with COUNTY to complete residential authorization requests in line with COUNTY (Policy 730) and DHCS policy. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHIN 24-001, or any subsequent DHCS notices.

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

COUNTY will ensure that prior authorization processes are completed in a manner that assures the provision of a covered SUD service to a client in a timely manner appropriate for

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

Referral to the Mental Health Plan

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

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

Target Population

Individuals 18 years of age or older who have met the diagnostic criteria in DSM V/ICD10 for a substance abuse disorder and the ASAM placement criteria. Applicants have also met the admission criteria for Sun Street Centers Outpatient Treatment program.

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

Fees

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

Coordination and Continuity of Care

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

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

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

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

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

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

(2) Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers. (3) Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

Medications

If CONTRACTOR provides or stores medications, the CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and federal standards.

CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.

Prescription and over the counter medications which expire and other bio-hazardous pharmaceuticals including used syringes or medications which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record, to be retained for at least one year.

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

Alcohol and Drug Free Environment

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

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

Naloxone Requirements

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

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

Informing Materials

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

1. COUNTY DMC-ODS Beneficiary Handbook (BHIN 23-048)
2. Provider Directory
3. DMC-ODS Formulary
4. Advance Health Care Directive Form (required for adult clients only)
5. Notice of Language Assistance Services available upon request at no cost to the client
6. Language Taglines
7. Grievance/Appeal Process and Form
8. Notice of Privacy Practices
9. EPSDT poster (if serving clients under the age of 21)

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

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

Provider Directory

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

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

Documentation Requirements

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

All CONTRACTOR documentation shall be accurate, complete, legible, and shall list each date of service. CONTRACTOR shall document the direct service duration, including travel

and documentation time for each service. Services must be identified as provided in-person, by telephone, or by telehealth.

All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 23-068 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

Assessment

CONTRACTOR shall use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care. Medi-Cal behavioral health delivery systems shall accept an ASAM assessment completed by a qualified provider using the ASAM CONTINUUM software in the electronic health record. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include provider's recommendations for ASAM Level of Care and medically necessary services, and additional provider referrals, as clinically appropriate. If the assessment of the client is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

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

ICD-10

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

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

Problem List

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

CONTRACTOR must document a problem list that adheres to industry standards

A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.

The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.

CONTRACTOR shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 23-068.

Progress Notes

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

- I. ICD-10 code
- II. Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code
- III. A brief description of how the service addressed the member's behavioral health needs (e.g., symptom, condition, diagnosis, and/or risk factors).
- IV. A brief summary of next steps, including, but not limited to, planned action steps by the provider or by the client, collaboration with the client, collaboration with other provider(s) and any update to the problem list as appropriate.

CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within one (1) calendar day. The day of the service shall be considered day zero (0).

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

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

- I. A list of participants is required to be documented and maintained by the CONTRACTOR.
- II. If more than one provider renders a group service, one progress note may be completed for a group session and signed by one provider. CONTRACTOR shall ensure that in this case, the progress note clearly documents the specific involvement and the specific amount of time of involvement of each provider during the group activity, including documentation time.
- III. Every participant shall have a progress note in their clinical record that documents the service encounter and their attendance in the group.
- IV. The progress note for the group service encounter shall also include a brief description of the member's response to the service.

Telehealth

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

Discharge Planning

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

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

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

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

- (ii) Description of recovery services completed;
- (iii) Current alcohol and/or other drug usage;
- (iv) Vocational and educational achievements; and
- (v) Client’s comments.

Service Objectives

1. CONTRACTOR shall operate and maintain a State certified alcohol and drug program in accordance with Department of Health Care Service’s AOD Program Certification Standards for all outpatient Substance Use Disorder (SUD) treatment programs. [Alcohol and/or Other Drug Program Certification Standards](#)
2. In FY 2025-26, CONTRACTOR will provide the following estimated outpatient sessions to Drug/Medi-Cal eligible clients:

FY 2025-26 Outpatient Services		
Staff Type	Services	Units (minutes)
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	OP Indiv/*Group, IOT Indiv/*IOT Group, MAT Med Support, Physician Time, Recovery Svcs Relapse Pv., Care Coordination/Case Management	420,455
Alcohol and Drug Counselor		
FY 2025-26 Outpatient Services (April 1, 2026- June 30, 2026)		
Staff Type	Services	Units (minutes)
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	OP Indiv/*Group, IOT Indiv/*IOT Group, MAT Med Support, Physician Time, Recovery Svcs Relapse Pv., Care Coordination/Case Management	180,210
Alcohol and Drug Counselor		

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

Designated Contract Monitor

Rachel Amerault
Substance Use Disorder Administrator

Monterey County Behavioral Health
1270 Natividad Rd. Salinas, CA 93906
(831) 755-4307

PROGRAM 4: PREVENTION SERVICES (SOUTH COUNTY, PENINSULA and SALINAS REGIONS)

Program Locations

1201 Echo Ave.
Seaside, CA 93955
(831) 899-6577

157 Kidder St.
Soledad, CA 93960
(831) 229-4406

128 East Alisal St.
Salinas, CA 93905
(831) 753-5150

641 Broadway St.
King City, CA 93930

Program Description

Sun Street Centers will provide primary prevention services in the South County, Peninsula and Salinas Region of Monterey County and will utilize a work plan that is aligned with and supports the goals and objectives of the Monterey County Strategic Prevention Framework Plan.

The Community Recovery and Resource Center (CRRC) is a non-residential community-based program providing services to persons affected by alcohol and/or other drug related problems. CRRC programs and services are based on the belief that alcohol and other drug problems result from the reciprocal interactions among individuals, families, the community and the social environment. Therefore, the following programs and services are offered at three (3) Community Recovery and Resource Centers described below.

Peninsula Community Recovery and Resource Center offers; community support groups, Peninsula Prevention Coalition, community meeting rooms, resources and advocacy for community members, education and training on alcohol and drug prevention, neighborhood empowerment training and Responsible Beverage Service Trainings and Special Event trainings. All services are in English and Spanish.

South County Community Recovery and Resource Center offers; community support groups, South County Prevention Coalition, community meeting rooms, resources and advocacy for community members, education and training on alcohol and drug prevention, Responsible Beverage Service training and Special Events trainings. All services are in English and Spanish.

Salinas Community Recovery and Resource Center offers; community support groups, Salinas Prevention Coalition, community meeting rooms, resources and advocacy for community members, education and training on alcohol and drug prevention, Responsible Beverage Service training and Special Events trainings. All services are in English and

Spanish.

Service Objectives:

Work plan strategies for the Peninsula Region will include:

- Planning and assistance with adoption of City and County Social Host laws.
- Impacting the concentrated number of liquor licenses in the city of Marina (as identified as one of the top three areas in the County in the SPF Plan).
- Participate on the Community Action Partnership collaborative, as well as the Crime Prevention Officers Association of Monterey County.
- Provide Life Skills Training and Gateway Drug Training to parents and High schools, continuation schools and community school youth.
- STEPS program (Safe Teens Empowerment project of Seaside).
- Present at Health Fairs, at local High Schools, Continuation Schools and Community Schools.

Annually, CONTRACTOR will provide the following hours of Peninsula Region Primary Prevention Services:

Prevention Services (Peninsula Region)	Est. No. of Hours Per Year
FY 2025-26	2,427

Work plan Strategies for the South County Region will include:

- Sun Street Centers Prevention Staff will assist with adoption of South County City and County Social Host laws.
- Sun Street will be working on the concentrated number of liquor licenses in King City (as identified in the Monterey County SPF Plan).
- Provide Life Skills Training and Gateway Drugs training to Parents in Spanish and English and to youth in elementary, middle and high schools, as well as to youth in Continuation and Community Schools, and youth diversion programs.
- Provide State Certified Responsible Beverage Service (RBS) to local servers and sellers.
- Provide Life Skills, and Gateway Drug trainings in all South County Cities from Soledad through King City.
- The Safe Teens Empowerment Project of South County will begin to learn strategies of Life Skills and Gateway Drug education, decoy and check point operations with law enforcement, and the use of media to change attitudes and behaviors.

Annually, CONTRACTOR will provide the following hours of South County Region Primary Prevention Services:

Prevention Services (South County Region)	Est. No. of Hours Per Year
FY 2025-26	3,467

Work plan Strategies for the Salinas Region will include:

- Sun Street Centers Prevention Staff will review Social Host laws in the cities of Salinas as well as Prescription Drug Abuse among young adults.
- Sun Street will work on the concentrated number of liquor licenses in Salinas.
- Provide Life Skills Training and Gateway Drugs training to Parents in Spanish and English and to youth in middle and high schools, as well as to youth in Continuation and Community Schools, and youth diversion programs.
- Provide State Certified Responsible Beverage Service (RBS) to local servers and sellers.
- Provide Life Skills, and Gateway Drug trainings in Salinas.
- The Safe Teens Empowerment Project of Salinas will begin to learn strategies of Life Skills and Gateway Drug education, decoy and check point operations with law enforcement, and the use of media to change attitudes and behaviors.

Annually, CONTRACTOR will provide the following hours of Salinas Region Primary Prevention Services:

Prevention Services (Salinas Region)	Est. No. of Hours Per Year
FY 2025-26	3,467

TRAVEL and Mileage for Prevention Staff:

Eligible travel and mileage expenses shall be reimbursed per the County’s Travel and Business Expense Policy.

http://www.in.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf

CONTRACTOR must provide a detailed breakdown of travel expenses.

SUD Prevention Requirements

Prevention services will meet the definition of Primary Prevention as outlined below:

Primary Prevention (source: NNA Contract, Primary Prevention):

Strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic ATOD (alcohol,

tobacco and other drug availability), manufacture, distribution, promotion, sales, and use. Primary prevention strategies are directed at individuals not identified to be in need of treatment.

Prevention will address the six CSAP strategies as they pertain to the Monterey County Five Year SUD Prevention Plan and provide primary prevention services as outlined in federal regulations:

Six CSAP Strategies

Based on the identified population, prevention funds are applied to services that offer sustainable results using the six prevention strategies established by the Center for Substance Abuse Prevention (CSAP). They are:

- **Information Dissemination Strategy - Service Code 12**

“This strategy provides awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use, abuse, and addiction, and their effects on individuals, families, and communities. It also provides knowledge and awareness of available prevention programs and services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two.” (CFR 96.125, p 514)

- **Education Strategy - Service Code 13**

“This strategy involves two-way communication and is distinguished from the Information Dissemination Strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis, and systemic judgement abilities.” (CFR 96.125, p 514)

- **Alternative Strategy - Service Code 14**

“This strategy provides for the participation of target populations in activities that exclude alcohol, tobacco, and other drug use. The assumption is that constructive and healthy activities offset the attraction to or otherwise meet the needs usually filled by alcohol, tobacco, and other drugs and would, therefore, minimize or remove the need to use these substances.” (CFR 96.125, p 514 & 515)

- **Problem Identification and Referral Strategy - Service Code 15**

“This strategy aims at identification of those individuals who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs and to assess if their behavior can be reversed through education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment.” (CFR 96.125, p. 515)

- **Community-Based Process Strategy - Service Code 16**

“This strategy aims to enhance the ability of the community to more effectively provide prevention services for alcohol, tobacco, and drug abuse disorders. Activities in this strategy

include organizing, planning, and enhancing the efficiency and effectiveness of services implementation, interagency collaboration, coalition building, and networking.” (CFR 96.125, p 515)

- **Environmental Strategy- Service Code 17**

“This strategy establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of the use of alcohol, tobacco, and other drugs used in the general population. This strategy is divided into two subcategories to permit distinction between activities which center on legal and regulatory initiatives and those which relate to the service and action-oriented initiatives.” (CFR 96.125, p 515)

Outcomes and Evaluation:

Sun Street Center will provide data, including progress and outcomes on prevention goals and objectives to the County as outlined in their work plans and as requested and/or required to meet PPSDS -Primary Prevention SUD (Substance Use Disorder) Services data reporting requirements.

- Specific goals and objectives outlined in the Monterey County Strategic Prevention Framework Plan and are expressed in the Evaluation Plan by geographic region, including expected results and outcome measurements.
- Specific activities with timelines and measurements will be reported on as outlined in Work Plans to be developed by the COUNTY in coordination with each region.
- All relevant activities will be input to the State of California Cal PPSDS database as outlined by COUNTY Behavioral Health staff.
- Satisfactory level of accomplishment is considered meeting 90% or better of expected goals.

Final evaluation will include a yearly report in a format approved by COUNTY to the Department of Health, Behavioral Health Bureau summing up achievements and obstacles encountered. Questions to be answered will include:

1. Did the project do more or less than what was stated in the work plan?
2. Were the expected outcomes achieved?
3. Did a desired change occur within the community?

ECCO SYSTEM PREVENTION PROGRAM REPORTING REQUIREMENTS:

CONTRACTOR’S providing alcohol and drug prevention services shall fully participate in the ECCO- Prevention data collection and submission process and shall meet the timelines as established by the COUNTY. CONTRACTOR shall report prevention services on a weekly basis as services occur and ensure that services meet COUNTY assigned objectives and County/Provider contract deliverables. CONTRACTOR must utilize the Department of

Health Care Services Substance Use Disorder Primary Prevention Data Quality Standards and Definitions revised June 2023 when entering data into the system.
(Source: Data Quality Standards for Pv Services, Updated June 2023)

ADDITIONAL REPORTING REQUIREMENTS:

CONTRACTOR’S providing alcohol and drug prevention services shall fully participate in the data collection and submission process and shall meet the timelines as established by the COUNTY. Reporting documents and requirements shall be provided by the COUNTY to CONTRACTOR.

The DHCS data quality standards require that:

1. Quality data is timely.
2. Quality data is logical.
3. Quality data is accurate.
4. Quality data is complete.
5. Quality data is valid

Designated Program Monitor

Rose Moreno, MPA, MA III
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-4716

PROGRAM 5: OUTREACH AND ENGAGEMENT (HOMELESS POPULATION IN SALINAS)

Program Location

8 Sun Street
Salinas, CA 93901
(831) 753-5145

Program Narrative

Certified Alcohol and Drug Counselor will provide education, intervention and assistance to homeless population in Salinas suffering from alcohol and/or drug abuse. Counselor will be based at treatment facility but will conduct services in the community, outreaching to homeless community at one location in cooperation with other service providers. Services will be conducted on weekly basis by a part time FTE.

Annually, CONTRACTOR will provide the following hours of Salinas Homeless Outreach and Engagement Services:

Outreach and Engagement-Homeless Services	Est. No. of Hours Per Year
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FY 2025-26	371
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Program Goals

The purpose of this service is to make a positive impact in educating and serving the homeless population in Salinas providing guidance and resources towards a long-term choice to enter treatment and achieve sobriety, re-engaging into the general community.

Population/Catchment Area to be Served

Homeless Individuals in the Salinas Area.

Legal Status

Voluntary

Reporting Requirements

CONTRACTOR will meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and project outcomes. CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the Department of Health, Behavioral Health Bureau.

Designated Contract Monitor

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

PROGRAM 6: PROPOSITION 47-RESIDENTIAL (ASAM Level 3.1 and 3.5, MAT Med Support, Recovery Services, Clinician Consultation, Peer Support Services, and Care Coordination) (Cohort-3: 7/1/25-3/1/26)

Program Location

8 Sun Street
 Salinas, CA 93901
 (831) 753-5145

641 Broadway Street
 King City, CA 93930
 (831) 525-8181

Hours of Operation

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

Program Description

Residential/Inpatient Services:

Short term (length of treatment varies by individual, approximately 1-3 months), highly structured residential drug treatment for up to 55 adults. Priority admission is given to intravenous drug users, HIV+, and/or pregnant individuals. CONTRACTOR provides a licensed/certified "social model" Residential Recovery Program for males in Salinas and males and females in King City. CONTRACTOR is licensed and certified for fifty-five (55) beds by the State of California Department of Health Care Services. Participation in the Salinas site program is limited by current license to males, 18 years and older. Participation in the King City site program is limited by current license to men and women, 18 years and older. All services provided to clients are bi-lingual English/Spanish.

Drug Medi-Cal Organized Delivery System Support Services:

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

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

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

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

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

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

Recovery Services

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

Recovery Services include the following service components:

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

Clinician Consultation

Clinician Consultation replaces and expands the previous "Physician Consultation" service that were used to describe the DMC-ODS program during the years 2015-2021. Clinician Consultation consists of DMC-ODS LPHAs consulting with LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. Clinician Consultation is not a direct service provided to DMC-ODS beneficiaries. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS beneficiaries. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

Peer Support Services

Peer Support Services are conducted by a Medi-Cal Certified Peer Support Specialist and are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports,

and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower beneficiaries through strength-based coaching, support linkages to community resources, and to educate beneficiaries and their families about their conditions and the process of recovery. Peer support services may be provided with the beneficiary or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other people supporting the beneficiary. Peer support services can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

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

Peer Support Services consist of the following activities:

- *Educational Skill Building Groups*: providing a supportive environment in which beneficiaries and their families learn coping mechanisms and problem solving skills in order to help the beneficiaries achieve desired outcomes. These groups promote skill building for the beneficiaries in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.
- *Engagement services*: activities and coaching led by Peer Support Specialists to encourage and support beneficiaries to participate in behavioral health treatment. Engagement may include supporting beneficiaries in their transitions between levels of care and supporting beneficiaries in developing their own recovery goals and processes.
- *Therapeutic Activity*: a structured non-clinical activity provided by Peer Support Specialists to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the beneficiary's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the beneficiary; promotion of self-advocacy; resource navigation; and collaboration with the beneficiaries and others providing care or support to the beneficiary, family members, or significant support persons.

Program Integrity

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

- ASAM Module I- Multidimensional Assessment

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

Program/ASAM Service Levels

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

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

ASAM Service Level Description

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

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

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

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

If the assessment of the member is completed by a registered or certified counselor, then a Licensed Practitioner of the Healing Arts (LPHA) shall review that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

Residential Treatment services include the following components:

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

Length of Stay (LOS)

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a “short-term resident” of the residential facility. The statewide goal for the average length of stay for Residential Treatment Services provided by DMC-ODS plans is 30 days. The goal for a statewide average length of stay for residential services of 30 days is not a quantitative treatment

limitation or hard “cap” on individual stays; lengths of stay in residential treatment settings shall be determined by individualized clinical need. CONTRACTOR shall ensure that members receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress. CONTRACTOR shall adhere to the length of stay monitoring requirements set forth by DHCS and length of stay performance measures established by DHCS and reported by the external quality review organization. The length of stay for residential services (3.1 and 3.5) may be authorized by the COUNTY for up to 90- days continuous period maximum for adults and is determined by individualized clinical need If the client requires residential treatment beyond 90 days, the CONTRACTOR may request a Re Authorization of up to 30 days and every 30 days thereafter and must receive prior authorization by the COUNTY. Perinatal clients may receive a longer LOS than those described above, if determined to be medically necessary. Nothing in this section overrides any Early and Periodic Screening, Diagnostic and Treatment (EPSDT) requirements. EPSDT clients may receive a longer length of stay based on medical necessity.

Admission

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

When the ASAM Criteria screening, completed by qualified CONTRACTOR staff, indicates preliminary LOC 3.1 or 3.5, documentation must be sent to COUNTY for authorization approval prior to admission. CONTRACTOR will collaborate with COUNTY to complete residential authorization requests in line with COUNTY (Policy 730) and DHCS policy. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHIN 24-001, or any subsequent DHCS notices.

CONTRACTOR shall complete and finalize a full ASAM criteria assessment within 72 hours of the date of admission into the residential program. For clients who meet medical necessity for SUD Residential treatment based on the full/finalized ASAM criteria assessment completed by the CONTRACTOR, the CONTRACTOR may provide treatment for up to 90 days. For clients who do not meet medical necessity for SUD Residential treatment based on the full/finalized ASAM criteria assessment completed by the CONTRACTOR, the CONTRACTOR must discharge the client to a lower level of care within 72 hours of the date of admission of the residential program. COUNTY will monitor ASAM criteria assessments for medical necessity for SUD Residential treatment programs for clients staying beyond the 72-hour admission timeframe.

For SUD Residential and Inpatient Levels of Care service authorization, CONTRACTOR shall have in place, and follow, COUNTY written authorization policies and procedures for processing requests for initial and continuing authorization, or prior authorization, for residential treatment services, including inpatient services, but excluding withdrawal management services. COUNTY will review the DSM and ASAM Criteria to ensure that the

beneficiary meets the requirements for the service. Prior authorization for residential and inpatient services (excluding withdrawal management services) shall be made within 24 hours of the prior authorization request being submitted by the provider.

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

The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process.

Referral to the Mental Health Plan

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

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

Admission Criteria for Residential Treatment

1. Be 18 years of age or older; and
2. Program participation is voluntary. To be initially admitted, persons must have a finalized ASAM Screening for residential treatment and prior approval from COUNTY. To stay beyond the first 72 hours of admission, persons must meet medical necessity and the ASAM criteria for residential services through completion of an ASAM Criteria Assessment.
3. CONTRACTOR shall give admission priority to pregnant women, HIV+, and IV drug users.
4. 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.
5. 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 4b above
6. 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 beneficiary 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".

Target Population

CONTRACTOR will provide substance use disorder services to local Proposition 47 adult clients (18 yrs of age and older) who:

1. Have been arrested, charged with, or convicted of a criminal offense

AND

2. Have a history of mental health issues or substance use disorders.

For the purpose of this grant, a person has a history of mental health issues or substance use issues if the person:

- a. Has a mental health issue or substance use disorder that limits one or more of their life activities
- b. Has received services for a mental health or substance use disorder
- c. Has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both
- d. Has been regarded as having a mental health issue or substance use disorder.

AND

3. Reside in a South Monterey County Zip Code (currently or in the past five years)

- 93426 Bradley
- 93450 San Ardo
- 93451 San Miguel
- 93925 Chualar
- 93926 Gonzales
- 93927 Greenfield
- 93928 Jolon
- 93930 King City
- 93932 Lockwood
- 93954 San Lucas
- 93960 Soledad

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.

Coordination and Continuity of Care

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

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

- Ensure that each client has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the client. The client shall be provided information on how to contact their designated person or entity.
- All services provided to clients shall be coordinated:
 - a. Between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays.

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

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

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

Care coordination includes one or more of the following components:

- (1) Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
- (2) Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
- (3) Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

Medications

If CONTRACTOR provides or stores medications, the CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and federal standards.

CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.

Prescription and over the counter medications which expire and other bio-hazardous pharmaceuticals including used syringes or medications which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record, to be retained for

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

Alcohol and Drug Free Environment

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

Naloxone Requirements

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

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

Informing Materials

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

10. COUNTY DMC-ODS Beneficiary Handbook (BHIN 23-048)
11. Provider Directory
12. DMC-ODS Formulary
13. Advance Health Care Directive Form (required for adult clients only)
14. Notice of Language Assistance Services available upon request at no cost to the client
15. Language Taglines
16. Grievance/Appeal Process and Form
17. Notice of Privacy Practices

18. EPSDT poster (if serving clients under the age of 21)

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

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

Provider Directory

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

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

Documentation Requirements

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

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

All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 23-068 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

Assessment

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

behavioral health delivery systems shall accept an ASAM assessment completed by a qualified provider using the ASAM CONTINUUM software in the electronic health record. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include provider's recommendations for ASAM Level of Care and medically necessary services, and additional provider referrals, as clinically appropriate. If the assessment of the client is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

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

ICD-10

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

Problem List

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

CONTRACTOR must document a problem list that adheres to industry standards.

A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.

The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.

CONTRACTOR shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 23-068.

Progress Notes

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

- I. ICD-10 code
- II. Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code
- III. A brief description of how the service addressed the member's behavioral health needs (e.g., symptom, condition, diagnosis, and/or risk factors).
- IV. A brief summary of next steps, including, but not limited to, planned action steps by the provider or by the client, collaboration with the client, collaboration with other provider(s) and any update to the problem list as appropriate.

CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within one (1) calendar day. The day of the service shall be considered day zero (0).

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

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

- I. A list of participants is required to be documented and maintained by the CONTRACTOR.
- II. If more than one provider renders a group service, one progress note may be completed for a group session and signed by one provider. CONTRACTOR shall ensure that in this case, the progress note clearly documents the specific involvement and the specific amount of time of involvement of each provider during the group activity, including documentation time.
- III. Every participant shall have a progress note in their clinical record that documents the service encounter and their attendance in the group.
- IV. The progress note for the group service encounter shall also include a brief description of the member's response to the service.

Treatment Plans

- A. CONTRACTOR shall develop treatment plans for all clients, when required, and these plans of care shall include the following:
 - I. Statement of problems to be addressed as identified in the SUD Assessment and any other intake documentation.
 - II. Specific quantifiable goals to be reached which address each problem.
 - III. Specific quantifiable action steps which will be taken by the SUD Counselor and/or person in care to accomplish identified goals.
 - IV. Target date(s) for accomplishment of actions and objectives.

- V. A description of services including the type(s) of interventions/modality.
- B. CONTRACTOR shall develop the treatment plan with participation from the client in accordance with the timeframes specified below:
 - I. For residential programs, the treatment plan shall be developed within 10 calendar days from the date of the client's admission.
 - II. The person in care's progress shall be reviewed and documented within 30 calendar days after signing the treatment plan and no later than every 30 calendar days thereafter.

Telehealth

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

Discharge Planning

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

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

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

- a. AOD Counselor or LPHA will develop the discharge summary for each client upon leaving the program within seven (7) days of the client's discharge.
- b. The discharge summary will include the following:
 - (i) Summary of the services provided;
 - (ii) Date of termination of services;
 - (iii) Reason for termination of services; and
 - (iv) Referral(s), if any.

- c. In addition to the discharge summary requirements in (b) above, a licensed alcoholism or drug abuse recovery or treatment facility (residential) shall include the following additional information:
 - (i) Description of treatment episodes;
 - (ii) Description of recovery services completed;
 - (iii) Current alcohol and/or other drug usage;
 - (iv) Vocational and educational achievements; and
 - (v) Client’s comments.

Service Objectives

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Health Care Services license regulations.
2. Provide residential services and bed days to a minimum of 27 continuously enrolled Prop 47 clients per Fiscal Year. Residential Day is defined as a calendar day, which is marked as having the client’s control of the bed during an overnight period.
3. Provide the following estimated residential services and bed days per Fiscal Year 2025-26 to continuously enrolled Prop 47 Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client’s control of the bed during an overnight period.

FY 2025-26	UOS
Residential Services (3.1)	531
Residential (3.1) Board and Care	531
Residential Services (3.5)	77
Residential (3.5) Board and Care	77

FY 2025-26 Residential (3.1, 3.2 and 3.5) Care Coordination		
Staff Type	Service	Units (minutes)
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	Care Coordination/Case Management	12,474
Alcohol and Drug Counselor		

Outcome/ Data Reporting Requirements

Individual participant data will be collected for each Proposition 47 participant. Collected data shall reflect dates, services received and outcome of service delivery. Through AVATAR, all required data will be entered into the web-based software application. Users shall be responsible for maintaining confidentiality of their user license; accurately enter data on a daily to weekly basis and notify MCBHB Administrators of identifies issues related to access, data entry, or training needs.

Designated Program Monitor

Phil Sherwood
Behavioral Health Services Manager II
Adult and Access To Treatment Services, South County Region
299 12th Street Marina, CA 93930
Phone: (831) 647-7714
Email: SherwoodP@countyofmonterey.gov

PROGRAM 7: PROPOSITION 47-Clinically Managed Residential Withdrawal Management (ASAM Level 3.2-WM, MAT Med Support, Recovery Services, Clinician Consultation, and Care Coordination) (Cohort-3: 7/1/25-3/1/26)

Program Location

8 Sun Street
Salinas, CA 93901
(831) 753-5145

641 Broadway Street
King City, CA 93930
(831) 525-8181

Hours of Operation

Services are provided on a 24-hour 7-day a week basis.
In Salinas, the guestroom/detox program is located at 8 Sun Street and is accessible through the center office. In King City, the guestroom/detox program is located at 641 Broadway and is accessible through the center office.

Program Description

Withdrawal Management (WM) 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.

Withdrawal Management Services are provided to beneficiaries when medically necessary for maximum reduction of the SUD symptoms and restoration of the member to their best possible functional level.

Participation in the program is limited by current license to females and males, 18 years and older.

Drug Medi-Cal Organized Delivery System Support Services:

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

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

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

Recovery Services

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

Recovery Services include the following service components:

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

Clinician Consultation

Clinician Consultation replaces and expands the previous “Physician Consultation” service that were used to describe the DMC-ODS program during the years 2015-2021. Clinician Consultation consists of DMC-ODS LPHAs consulting with LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. Clinician Consultation is not a direct service provided to DMC-ODS beneficiaries. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS beneficiaries. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

Program Integrity

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

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

Program/ASAM Service Level Description

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.

Each beneficiary shall reside at the facility. All beneficiaries receiving Withdrawal Management services shall be monitored during the withdrawal management process. CONTRACTOR will follow DHCS Level of Care Designation requirements for 3.2 as described in Exhibit A of BHIN 21-001, BHIN 25-003 Certification of Alcohol and Other Drug Programs requirements (most recent update February 2025) or in any subsequent DHCS LOC Designation guidance.

Withdrawal management services are urgent and provided on a short-term basis. When provided as part of withdrawal management services, service activities, such as the

assessment, focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where comprehensive treatment services are provided. A full ASAM Criteria assessment shall not be required as a condition of admission to a facility providing Withdrawal Management. To facilitate an appropriate care transition, a full ASAM assessment, brief screening, or other tool to support referral to additional services is appropriate.

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 protocols for supervision, physical and vital signs checks & documentation in the client's chart as per Certification of Alcohol and Other Drug Programs requirements and determination of appropriate level of care, and facilitation of the patients transition to continuing care.

All services provided to clients are bi-lingual English/Spanish.

Withdrawal Management Services include the following service components:

- Assessment (including the diagnosis of substance use disorders and the assessment of treatment needs to provide medically necessary services. Assessment may include a physical examination and laboratory testing necessary for substance use disorder treatment.)
- Care Coordination
- 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.)
- MAT for OUD
- MAT for AUD and other non-opioid SUDs
- Observation (monitoring the member's course of withdrawal and may include but is not limited to completion of physical checks and vital signs. Conducted at the frequency required by applicable state and federal laws, regulations, and standards)
- Recovery Services

Length of Stay

Withdrawal Management Services continue until withdrawal signs/symptoms are sufficiently resolved so that the individual can be safely managed at a lower level of care; the individual's 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.

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

- a) Pursuant to BHIN 24-001 and consistent with Welfare & Institutions Code § 14059.5(a), DMC-ODS services must be medically necessary.
- b) For individuals 21 years of age or older: a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.
- c) For individuals under 21 years of age: a service is “medically necessary” or a “medical necessity” if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Section 14059.5(b)(1)).

Referral

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

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

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

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

DMC – ODS Assessments

DHCS Level of Care (LOC) Designation requirements for providers of residential treatment services or withdrawal management services

- (A) Providers of Residential Treatment Services shall ensure each member receives a multidimensional LOC assessment within 72 hours of admission.
- (B) A member receiving withdrawal management services is exempt from the requirement to conduct a multidimensional assessment within 72 hours of admission (as described in Exhibit A of BHIN 21-001 or subsequent DHCS LOC Designation guidance). A member receiving detoxification services upon admission is exempt from the multidimensional assessment, if completion of a pre-assessment within 72 hours following admission for detoxification services occurs and there are contingency plans to transfer the resident to a subsequent level of care where a full assessment would be conducted.

Initial Assessment Process

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

- I. To ensure that members receive the right service, at the right time, and in the right place, CONTRACTOR shall use their clinical expertise to complete initial assessments and subsequent assessments as expeditiously as possible, in accordance with each member’s clinical needs and generally accepted standards of practice.
- II. COUNTY shall monitor timely completion of assessments to ensure appropriate access to, and utilization of, services. COUNTY shall not enforce standards for timely initial assessments, or subsequent assessments, in a manner that fails to permit adequate time to complete assessments when such time is necessary due to a member’s individual clinical needs.
- III. Assessments shall be updated as clinically appropriate, such as when the member’s condition changes.

Diagnosing During Initial Assessment Process

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

- I. ICD-10 codes Z55-Z65. Potential health hazards related to socioeconomic and psychological circumstances: may be used by all providers as appropriate during the assessment period prior to diagnosis and do not require certification as, or supervision, of, an LPHA.
- II. ICD-10 code Z03.89 Encounter for observation for other suspected diseases and conditions ruled out: may be used by an LPHA during the assessment phase of a client’s treatment when a diagnosis has yet to be established.
- III. CMS approved diagnosis code on the ICD 10 tabular, available in the CMS 2022 ICD-10-CM page at: <https://www.cms.gov/medicare/icd-10/2022-icd->

10-cm, which may include Z codes. LPHAs may use any clinically appropriate ICD-10 code, for example, codes for “Other specified” and “Unspecified” disorders, or “Factors influencing health status and contact with health services”.

Assessment of Tobacco Use Disorder during Initial Assessment Phase

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

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

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

Access Criteria After Assessment

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

- I. Beneficiaries 21 years of age and older, to qualify for DMC-ODS services after the initial assessment, must meet one of the following criteria:
 - a. Have at least one diagnosis from the most current edition of the Diagnostic and Statistical Manual (DSM) of Mental Disorders for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, OR
 - b. Have had at least one diagnosis from the most current edition of the DSM for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.
- II. Beneficiaries under the age of 21, qualify for DMC-ODS medically necessary services after the initial assessment, in the following circumstances:
 - a. All services that are Medi-Cal-coverable, appropriate, and medically necessary, needed to correct and ameliorate health conditions shall be provided, as per federal Early & Periodic Screening, Diagnostic and Treatment (EPSDT) statutes and regulations.
 - b. Services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs, consistent with federal guidance. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are

considered to ameliorate the condition and are thus covered as EPSDT services.

ASAM Level of Care Determination

- A. CONTRACTOR shall use the ASAM Criteria to determine placement into the appropriate level of care (LOC) for all beneficiaries, which is separate and distinct from determining medical necessity. LOC determinations shall ensure that beneficiaries are able to receive care in the least restrictive LOC that is clinically appropriate to treat their condition.
- B. A full ASAM Criteria assessment is not required to deliver prevention and early intervention services for members under 21; a brief screening ASAM Criteria tool is sufficient for these services.
- C. A full ASAM Criteria assessment, or brief screening ASAM Criteria tool for preliminary LOC recommendations, shall not be required to begin receiving DMC-ODS services.
- D. A full ASAM Criteria assessment does not need to be repeated unless the client's condition changes.
- E. Requirements for ASAM LOC assessments apply to NTP clients and settings.

Service Authorization:

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

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

When the ASAM Criteria screening tool, completed by qualified CONTRACTOR staff, indicates preliminary residential or inpatient level of care, documentation must be sent to COUNTY for authorization approval prior to admission. CONTRACTOR will collaborate with COUNTY to complete residential authorization requests in line with COUNTY (Policy 730) and DHCS policy. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHIN 24-001, or any subsequent DHCS notices.

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

inpatient services (excluding withdrawal management services) shall be made within 24 hours of the prior authorization request being submitted by the provider.

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

Target Population

CONTRACTOR will provide substance use disorder services to local Proposition 47 adult clients (18 yrs of age and older) who:

1. Have been arrested, charged with, or convicted of a criminal offense

AND

2. Have a history of mental health issues or substance use disorders.

- For the purpose of this grant, a person has a history of mental health issues or substance use issues if the person:
 - a. Has a mental health issue or substance use disorder that limits one or more of their life activities
 - b. Has received services for a mental health or substance use disorder
 - c. Has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both
 - d. Has been regarded as having a mental health issue or substance use disorder.

AND

3. Reside in a South Monterey County Zip Code (currently or in the past five years)

- 93426 Bradley
- 93450 San Ardo
- 93451 San Miguel
- 93925 Chualar
- 93926 Gonzales
- 93927 Greenfield

- 93928 Jolon
- 93930 King City
- 93932 Lockwood
- 93954 San Lucas
- 93960 Soledad

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.

Referral to the Mental Health Plan

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

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

Coordination and Continuity of Care

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

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

- Ensure that each client has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the client. The client shall be provided information on how to contact their designated person or entity.
- All services provided to clients shall be coordinated:
 - a. Between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays.

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

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

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

Care coordination includes one or more of the following components:

- (1) Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
- (2) Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
- (3) Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

Medications

If CONTRACTOR provides or stores medications, the CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and federal standards. CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.

Prescription and over the counter medications which expire and other bio-hazardous pharmaceuticals including used syringes or medications which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record, to be retained for at least one year.

CONTRACTOR shall have at least one program staff on duty at all times trained to

adequately monitor clients for signs and symptoms of their possible misuse of prescribed medications, adverse medication reactions and related medical complications.

Alcohol and Drug Free Environment

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

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

Naloxone Requirements

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

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

Informing Materials

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

1. COUNTY DMC-ODS Beneficiary Handbook (BHIN 23-048)
2. Provider Directory
3. DMC-ODS Formulary
4. Advance Health Care Directive Form (required for adult clients only)
5. Notice of Language Assistance Services available upon request at no cost to the client.
6. Language Taglines
7. Grievance/Appeal Process and Form
8. Notice of Privacy Practices
9. EPSDT poster (if serving clients under the age of 21)

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

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

Provider Directory

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

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

Documentation Requirements

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

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

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

Assessment

CONTRACTOR shall use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care. Medi-Cal behavioral health delivery systems shall accept an ASAM assessment completed by a qualified provider using the ASAM CONTINUUM software in the electronic health record. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include the provider's LOC determination and recommendation for services. If the assessment of the client is completed by a registered

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

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

ICD-10

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

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

Problem List

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

CONTRACTOR must document a problem list that adheres to industry standards.

A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.

The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.

CONTRACTOR shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

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

Progress Notes

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

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

CONTRACTOR shall complete a daily progress note for services that are billed on a daily

basis, such as residential and inpatient services, if applicable.

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

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

Treatment Plans

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

- I. Statement of problems experienced by the client to be addressed.
- II. Statement of objectives to be reached that address each problem.
- III. Statement of actions that will be taken by the program and/or client to accomplish the identified objectives.
- IV. Target date(s) for accomplishment of actions and objectives.

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

- I. For outpatient programs, the treatment plan shall be developed within 30 calendar days from the date of the client's admission. The client's progress shall be reviewed and documented within 30 calendar days after signing the treatment plan and not later than every 30 calendar days thereafter.
- II. For residential programs, the treatment plan shall be developed within 10 calendar days from the date of the client's admission.
- III. An LPHA, registered or certified counselor shall ensure and document, that together with the client, the treatment plan is reviewed and updated, as necessary, when a change in problem identification or focus of treatment occurs, or no later than 90 calendar days after signing the treatment plan and no later than every 90 calendar days thereafter, whichever comes first.
- IV. For residential programs, including withdrawal management, the treatment plan shall be developed within 10 calendar days from the date of the client's admission.

Telehealth

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

Medical records for clients served by CONTRACTOR under this Agreement must include

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

Discharge Planning

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

Written criteria for discharge defining:

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

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

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

Service Objectives

1. Provide the following estimated 3.2 WM 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:

FY 2025-26	UOS
Residential Services (3.2)	72
Residential (3.2) Board and Care	72

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.

Outcome/ Data Reporting Requirements

Individual participant data will be collected for each Proposition 47 participant. Collected data shall reflect dates, services received and outcome of service delivery. Through AVATAR, all required data will be entered into the web-based software application. Users shall be responsible for maintaining confidentiality of their user license; accurately enter data on a daily to weekly basis and notify MCBHB Administrators of identifies issues related to access, data entry, or training needs.

Designated Program Monitor

Phil Sherwood
 Behavioral Health Services Manager II
 Adult and Access To Treatment Services, South County Region
 299 12th Street Marina, CA 93930
 Phone: (831) 647-7714
 Email: SherwoodP@countyofmonterey.gov

PROGRAM 8: PROPOSITION 47-OUTPATIENT SERVICES (ASAM Level 1, 2.1, MAT Med Support, Recovery Services, Clinician Consultation, Peer Support Services, and Care Coordination) (Cohort-3: 7/1/25-3/1/26)

Program Locations

- 12 Sun Street Salinas, CA 93901
- 128 E. Alisal Street Salinas, CA 93905
- 3043 Mac Arthur Blvd. Marina, CA 93933
- 1760 Fremont Blvd. Suite. E-1 Seaside, CA 93955
- 641 Broadway St., King City, CA 93930

Hours of Operation

The program will operate from 8:00 A. M. to 7:00 P. M. Monday through Friday. Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults).

Program Description:

CONTRACTOR will operate and maintain an outpatient program offering services in accordance with applicable State and Federal laws. This program will provide recovery support to Prop 47 Drug/Medi-Cal eligible adult (18 years and older). A person’s length of stay in the program is dependent upon the nature of presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program offers up to 26 group sessions and 6 individual sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, and stress management, and relapse prevention.

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

Outpatient Treatment Services

CONTRACTOR provides outpatient treatment services (OP) to adult individuals when medically necessary.

Intensive Outpatient Services

CONTRACTOR provides intensive outpatient treatment (IOT) for adults who have significant alcohol and/or drug problems that necessitate a higher intensity of service delivery to initiate and maintain abstinence. The IOT Program is a structured recovery program that provides a more intensive delivery of outpatient services to assist the client to achieve and sustain sobriety. The intensity of treatment services may be modified as the client progresses through the program.

The IOT program requires the participant to attend initial treatment sessions more frequently and followed by a reduced number of sessions as the client remains abstinent and progresses in their recovery.

Drug Medi-Cal Organized Delivery System Support Services:

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

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

- Assessment
- Care Coordination

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

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

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

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

Recovery Services

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

Recovery Services include the following service components:

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

- Recovery Monitoring, which includes recovery coaching and monitoring designed for the maximum reduction of the beneficiary’s SUD.
- Relapse Prevention, which includes interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary’s SUD.

Clinician Consultation

Clinician Consultation replaces and expands the previous “Physician Consultation” service that were used to describe the DMC-ODS program during the years 2015-2021. Clinician Consultation consists of DMC-ODS LPHAs consulting with LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. Clinician Consultation is not a direct service provided to DMC-ODS beneficiaries. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS beneficiaries. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

Peer Support Services

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

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

Peer Support Services consist of the following activities:

- *Educational Skill Building Groups*: providing a supportive environment in which beneficiaries and their families learn coping mechanisms and problem solving skills in order to help the beneficiaries achieve desired outcomes. These groups promote skill building for the beneficiaries in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

- *Engagement services*: activities and coaching led by Peer Support Specialists to encourage and support beneficiaries to participate in behavioral health treatment. Engagement may include supporting beneficiaries in their transitions between levels of care and supporting beneficiaries in developing their own recovery goals and processes.
- *Therapeutic Activity*: a structured non-clinical activity provided by Peer Support Specialists to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the beneficiary’s treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the beneficiary; promotion of self-advocacy; resource navigation; and collaboration with the beneficiaries and others providing care or support to the beneficiary, family members, or significant support persons.

Program Integrity

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

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

Program/ASAM Service Level Description

Outpatient treatment services (ASAM Level 1) are provided to beneficiaries when medically necessary (offering up to nine hours a week for adults, and up to six hours a week for adolescents). Intensive Outpatient treatment services (ASAM Level 2.1) are provided to members for a minimum of 9 hours a week for adults and a minimum of 6 hours a week for adolescents). Services may exceed the maximum based on individual medical necessity. Outpatient and Intensive Outpatient Treatment Services may be provided in person, by telehealth, or by telephone. CONTRACTOR will provide Drug Medi-Cal Outpatient services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by the State of California, operated and maintained to provide outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

Outpatient & Intensive Outpatient Treatment Services include the following service components:

- Assessment

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

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

https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

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

Length of Stay

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

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

- a) Pursuant to BHIN 24-001 and consistent with Welfare & Institutions Code § 14059.5(a), DMC-ODS services must be medically necessary.
- b) For individuals 21 years of age or older: a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.
- c) For individuals under 21 years of age: a service is “medically necessary” or a “medical necessity” if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or

completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Section 14059.5(b)(1)).

Referral

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

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

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

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

Initial Assessment Process:

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

- A. CONTRACTOR shall comply with beneficiaries' access criteria and services provided during the initial assessment process requirements:
- I. To ensure that members receive the right service, at the right time, and in the right place, CONTRACTOR shall use their clinical expertise to complete initial assessments and subsequent assessments as expeditiously as possible, in accordance with each member's clinical needs and generally accepted standards of practice.
 - II. COUNTY shall monitor timely completion of assessments to ensure appropriate access to, and utilization of, services. COUNTY shall not enforce standards for timely initial assessments, or subsequent assessments, in a manner that fails to permit adequate time to complete assessments when such time is necessary due to a member's individual clinical needs.
 - III. Assessments shall be updated as clinically appropriate, such as when the member's condition changes.

Diagnosing During Initial Assessment Process

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

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

Assessment of Tobacco Use Disorder during Initial Assessment Phase

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

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

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

Access Criteria After Assessment:

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

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

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

ASAM Level of Care Determination

- A. CONTRACTOR shall use the ASAM Criteria to determine placement into the appropriate level of care (LOC) for all beneficiaries, which is separate and distinct from determining medical necessity. LOC determinations shall ensure that beneficiaries are able to receive care in the least restrictive LOC that is clinically appropriate to treat their condition.
- B. A full ASAM Criteria assessment is not required to deliver prevention and early intervention services for members under 21; a brief screening ASAM Criteria tool is sufficient for these services.
- C. A full ASAM Criteria assessment, or brief screening ASAM Criteria tool for preliminary LOC recommendations, shall not be required to begin receiving DMC-ODS services.
- D. A full ASAM Criteria assessment does not need to be repeated unless the client's condition changes.
- E. Requirements for ASAM LOC assessments apply to NTP clients and settings.

Service Authorization:

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

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

When the ASAM Criteria screening tool, completed by qualified CONTRACTOR staff, indicates preliminary residential or inpatient level of care, documentation must be sent to COUNTY for authorization approval prior to admission. CONTRACTOR will collaborate with COUNTY to complete residential authorization requests in line with COUNTY (Policy 730) and DHCS policy. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHIN 24-001, or any subsequent DHCS notices.

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

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

Referral to the Mental Health Plan

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

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age,

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

Target Population

CONTRACTOR will provide substance use disorder services to local Proposition 47 adult clients (18 yrs. of age and older) who:

1. Have been arrested, charged with, or convicted of a criminal offense

AND

2. Have a history of mental health issues or substance use disorders.
 - For the purpose of this grant, a person has a history of mental health issues or substance use issues if the person:
 - a. Has a mental health issue or substance use disorder that limits one or more of their life activities
 - b. Has received services for a mental health or substance use disorder
 - c. Has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both
 - d. Has been regarded as having a mental health issue or substance use disorder.

AND

3. Reside in a South Monterey County Zip Code (currently or in the past five years)
 - 93426 Bradley
 - 93450 San Ardo
 - 93451 San Miguel
 - 93925 Chualar
 - 93926 Gonzales
 - 93927 Greenfield

- 93928 Jolon
- 93930 King City
- 93932 Lockwood
- 93954 San Lucas
- 93960 Soledad

Fees

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

Coordination and Continuity of Care

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

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

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

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

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

Care coordination includes one or more of the following components:

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

(2) Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers. (3)

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

Medications

If CONTRACTOR provides or stores medications, the CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and federal standards.

CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.

Prescription and over the counter medications which expire and other bio-hazardous pharmaceuticals including used syringes or medications which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record, to be retained for at least one year.

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

Alcohol and Drug Free Environment

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

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

Naloxone Requirements

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

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

Informing Materials

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

1. COUNTY DMC-ODS Beneficiary Handbook (BHIN 23-048)
2. Provider Directory
3. DMC-ODS Formulary
4. Advance Health Care Directive Form (required for adult clients only)
5. Notice of Language Assistance Services available upon request at no cost to the client
6. Language Taglines
7. Grievance/Appeal Process and Form
8. Notice of Privacy Practices
9. EPSDT poster (if serving clients under the age of 21)

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

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

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

Provider Directory

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

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

Documentation Requirements

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

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

All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 23-068 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

Assessment

CONTRACTOR shall use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care. Medi-Cal behavioral health delivery systems shall accept an ASAM assessment completed by a qualified provider using the ASAM CONTINUUM software in the electronic health record. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include provider's recommendations for ASAM Level of Care and medically necessary services, and additional provider referrals, as clinically appropriate. If the assessment of the client is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

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

ICD-10

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

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

Problem List

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

CONTRACTOR must document a problem list that adheres to industry standards

A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.

The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.

CONTRACTOR shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 23-068.

Progress Notes

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

- I. ICD-10 code
- II. Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code
- III. A brief description of how the service addressed the member's behavioral health needs (e.g., symptom, condition, diagnosis, and/or risk factors).
- IV. A brief summary of next steps, including, but not limited to, planned action steps by the provider or by the client, collaboration with the client, collaboration with other provider(s) and any update to the problem list as appropriate.

CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within one (1) calendar day. The day of the service shall be considered day zero (0).

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

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

- I. A list of participants is required to be documented and maintained by the CONTRACTOR.
- II. If more than one provider renders a group service, one progress note may be completed for a group session and signed by one provider. CONTRACTOR shall ensure that in this case, the progress note clearly documents the specific involvement and the specific amount of time of involvement of each provider during the group activity, including documentation time.
- III. Every participant shall have a progress note in their clinical record that documents the service encounter and their attendance in the group.
- IV. The progress note for the group service encounter shall also include a brief description of the member's response to the service.

Telehealth

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

Discharge Planning

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

Written criteria for discharge defining:

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

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

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

Service Objectives

- 1. CONTRACTOR shall operate and maintain a State certified alcohol and drug program in accordance with Department of Health Care Service’s AOD Program Certification Standards for all outpatient Substance Use Disorder (SUD) treatment programs. [Alcohol and/or Other Drug Program Certification Standards](#)
- 3. CONTRACTOR shall serve **40** adults among the program locations.
- 2. In FY 2025-26, CONTRACTOR will provide the following estimated outpatient sessions to eligible Prop 47 Drug/Medi-Cal clients:

FY 2025-26 Outpatient Services		
Staff Type	Service	Units (minutes)
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	OP Indiv/Group, IOT Indiv/Group, MAT Med Support, Physician Time, Recovery Svcs Relapse Pv., Care Coordination/Case Management	13,671
Alcohol and Drug Counselor		

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

Outcome/ Data Reporting Requirements

Individual participant data will be collected for each Proposition 47 participant. Collected data shall reflect dates, services received and outcome of service delivery. Through AVATAR, all required data will be entered into the web-based software application. Users shall be responsible for maintaining confidentiality of their user license; accurately enter data on a daily to weekly basis and notify MCBHB Administrators of identifies issues related to access, data entry, or training needs.

Designated Program Monitor

Phil Sherwood
Behavioral Health Services Manager II
Adult and Access To Treatment Services, South County Region
299 12th Street Marina, CA 93930
Phone: (831) 647-7714
Email: SherwoodP@countyofmonterey.gov

PROGRAM 9: Proposition 47- Sobering Center (Cohort-3: 7/1/25-3/1/26)

Program Location

119 Capitol Street
Salinas, CA 93901
(831) 272-3983

Program Narrative

Sobering Center Services is designed to administer to the participant's level of intoxication from alcohol and/or other drugs to achieve a safe and supportive short-stay service with qualified staff on site at all times. The Sobering Center is an intervention program which will include accommodations for non-English speakers, the elderly (over 55 years of age), and those with non-traditional gender identification. The total capacity of the facility is 10-

12 adults. This is a voluntary 24/7 facility that will receive and release individuals via law enforcement. No walk-ins or unauthorized transport services to the Sobering Center will be allowed. Consumer stay will likely average 4-6 hours, but individuals stays may vary. While it is a goal of this program to eventually engage consumers in follow-up substance use or other necessary services and treatment, this program will be tailored to meet the inebriate's level of commitment to immediate services without an expectation of placement in follow-up treatment programs or additional services.

Program Description

The Contractor will have the primary responsibility for the program, facility, and the transport component of the Sobering Center; this will include the majority of the staffing at the Sobering Center. This partnership, focusing on the safe delivery of Sobering Center Services, will require the CONTRACTOR to develop procedures and policies to ensure that safety of staff and consumers is the highest priority.

The transport component will include a departure van, eventually serving all communities within Monterey County. Law enforcement from several communities will drop "appropriate for services" consumers at the Sobering Center. The CONTRACTOR will be responsible for all departure transport services for all consumers leaving the Sobering Center. Consumers will be placed in follow-up services wherever possible or returned to the community from which they came.

The Sobering Center provides transportation for consumers up to 16 hours per day.

Target Population

All individuals will be eligible for services if they are adult (18 years and older), residents of Monterey County, have been found to need "a safe place to sleep it off" in the Sobering Center setting and have been appropriately screened as not needing a higher level of services for a particular inebriation episode.

There will be no priority service for any particular city or unincorporated area of Monterey County.

Service Objectives

The program will:

1. Provide structured Sobering Center services to "appropriate for services" consumers in Monterey County.
2. Provider "warm" referrals to appropriate behavioral health and/or substance use service providers.
3. CONTRACTOR will provide services to a minimum of 400 clients per year and a maximum of 1,200 per year.

Admission Criteria

All referred clients must meet the following additional admission criteria:

1. Be age of 18 and older.
2. Be primarily alcohol abuse referrals, including drunk in public and DUI First offenders; secondary use of other drugs will be considered.
3. Be referred by County Sheriff, City of Salinas and other local law enforcement jurisdictions as agreed to by MOU. No self-referrals.

Assessment and Referral

CONTRACTOR will work closely with law enforcement to assure prompt intake to the Sobering Center.

Intake Hours/Hours of Operation:

Intake and/or admission services are available 24 hours a day 7 days a week

Designated Program Monitor

Phil Sherwood

Behavioral Health Services Manager II

Adult and Access To Treatment Services, South County Region

299 12th Street Marina, CA 93930

Phone: (831)647-7714

Email: SherwoodP@countyofmonterey.gov

PROGRAM 10: Proposition 47- Sobering Living Environment (Cohort-3: 7/1/25-3/1/26)

Program Location

8 Sun Street

Salinas, CA 93901

(831) 753-5145

641 Broadway St.

King City, CA 93930

(831) 525-8181

Program Narrative

Sun Street Centers' Sober Living Environments (SLE) are social model cooperative living homes committed to insuring a safe, clean, structured recovery environment, and dedicated to providing supportive and affordable sober living. Sun Street's program is structured to implement everything residents have acquired in treatment, through the twelve-step recovery process. Sun Street provides residents with the best possible opportunity of achieving and

maintaining permanent sobriety.

Program Description

Contractor will work with residents who transition to SLE and agree to a Sober Living Covenant designed to develop character, self-esteem, responsibility, self-reliance, and accountability in order to help in the process of rebuilding a life.

Sun Street Centers provided Sober Living homes, as defined in HSC Section 11833.05(c). Recovery residence means a residential dwelling that provides primary housing for individuals who seek a cooperative living arrangement that supports personal recovery from a substance use disorder.

Sun Street’s SLEs services will be provided in King City (men and women) and Salinas (women). The goals of each home under the Sober Living Covenant are Sobriety, Cooperation, Cleanliness and Safety. 20 individuals per Fiscal Year will be assisted with First and Last Month’s rent, deposit and 3 months rental assistance. The SLE is paid on a month-to-month lease.

Eligible Population

CONTRACTOR will provide substance use disorder services to local Proposition 47 adult clients (18 yrs. of age and older) who:

1. Have been arrested, charged with, or convicted of a criminal offense

AND

2. Have a history of mental health issues or substance use disorders.
 - For the purpose of this grant, a person has a history of mental health issues or substance use issues if the person:
 - a. Has a mental health issue or substance use disorder that limits one or more of their life activities
 - b. Has received services for a mental health or substance use disorder
 - c. Has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both
 - d. Has been regarded as having a mental health issue or substance use disorder.

AND

3. Reside in a South Monterey County Zip Code (currently or in the past five years)
 - 93426 Bradley
 - 93450 San Ardo

- 93451 San Miguel
- 93925 Chualar
- 93926 Gonzales
- 93927 Greenfield
- 93928 Jolon
- 93930 King City
- 93932 Lockwood
- 93954 San Lucas
- 93960 Soledad

Service Objectives Prop 47

The program will:

1. Provide SLE stay for up to 13 individuals per year.
2. Assist with deposit and 3-months of rental assistance.
3. Transition SLE clients into permanent housing once SLE stay is completed.

Designated Program Monitor

Phil Sherwood

Behavioral Health Services Manager II

Adult and Access To Treatment Services, South County Region

299 12th Street Marina, CA 93930

Phone: (831) 647-7714

Email: SherwoodP@countyofmonterey.gov

PROGRAM 11: HOPE HOUSING OUTPATIENT SERVICES (ASAM Level 1, 2.1, Recovery Services, Clinician Consultation, Peer Support Services, and Care Coordination)

Program Location:

Nancy Dodd Community Center

3043 MacArthur Drive

Marina, CA 93933

Hours of Operation:

Monday through Saturday providing morning and evening outpatient services based on clients' needs.

Program Description:

CONTRACTOR will operate and maintain an outpatient program offering services in accordance with applicable State and Federal laws. This program will provide recovery support to Drug/Medi-Cal eligible adult (18 years and older) and adolescent (ages 12-17) clients. A person's length of stay in the program is dependent upon the nature of presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program offers up to 26 group sessions and 6 individual sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, and stress management, and relapse prevention.

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

Outpatient Treatment Services

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

Intensive Outpatient Services

CONTRACTOR provides intensive outpatient treatment (IOT) for adults and adolescent individuals who have significant alcohol and/or drug problems that necessitate a higher intensity of service delivery to initiate and maintain abstinence. The IOT Program is a structured recovery program that provides a more intensive delivery of outpatient services to assist the client to achieve and sustain sobriety. The intensity of treatment services may be modified as the client progresses through the program.

The IOT program requires the participant to attend initial treatment sessions more frequently and followed by a reduced number of sessions as the client remains abstinent and progresses in their recovery.

Drug Medi-Cal Organized Delivery System Support Services:

Recovery Services

Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level. Recovery Services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services. Beneficiaries

may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD. Services may be provided in person, by telehealth, or by telephone. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in this “Covered DMC-ODS Services” section, or as a service delivered as part of these levels of care.

Recovery Services include the following service components:

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

Clinician Consultation

Clinician Consultation replaces and expands the previous “Physician Consultation” service that were used to describe the DMC-ODS program during the years 2015-2021. Clinician Consultation consists of DMC-ODS LPHAs consulting with LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. Clinician Consultation is not a direct service provided to DMC-ODS beneficiaries. Rather, Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS beneficiaries. These consultations can occur in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

Peer Support Services

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

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

Peer Support Services consist of the following activities:

- *Educational Skill Building Groups*: providing a supportive environment in which beneficiaries and their families learn coping mechanisms and problem-solving skills in order to help the beneficiaries achieve desired outcomes. These groups promote skill building for the beneficiaries in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.
- *Engagement services*: activities and coaching led by Peer Support Specialists to encourage and support beneficiaries to participate in behavioral health treatment. Engagement may include supporting beneficiaries in their transitions between levels of care and supporting beneficiaries in developing their own recovery goals and processes.
- *Therapeutic Activity*: a structured non-clinical activity provided by Peer Support Specialists to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the beneficiary's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the beneficiary; promotion of self-advocacy; resource navigation; and collaboration with the beneficiaries and others providing care or support to the beneficiary, family members, or significant support persons.

Program Integrity

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

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

Program/ASAM Service Level Description

Outpatient treatment services (ASAM Level 1) are provided to beneficiaries when medically necessary (offering up to nine hours a week for adults, and up to six hours a week for adolescents). Intensive Outpatient treatment services (ASAM Level 2.1) are provided to members for a minimum of 9 hours a week for adults and a minimum of 6 hours a week for

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

Outpatient & Intensive Outpatient Treatment Services include the following service components:

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

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

https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

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

Length of Stay

Duration of the program is dependent upon the nature of an individual's presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program will offer group-counseling sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, stress management, and relapse prevention.

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

- a) Pursuant to BHIN 24-001 and consistent with Welfare & Institutions Code § 14059.5(a), DMC-ODS services must be medically necessary.
- b) For individuals 21 years of age or older: a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.
- c) For individuals under 21 years of age: a service is “medically necessary” or a “medical necessity” if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Section 14059.5(b)(1)).

Referral

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

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

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

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

Initial Assessment Process:

Individuals requesting Outpatient services may receive Outpatient Services during the initial assessment process in accordance with access criteria. The ASAM Criteria assessment shall

be performed face-to-face, by telehealth or by telephone by a Licensed Practitioner of the Healing Arts (LPHA) or registered or certified counselor and may be done in the community or the home (except for residential and NTP services). If the assessment of the client is completed by a registered or certified counselor, then an LPHA shall evaluate that assessment with the counselor and the LPHA shall make the final diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

- B. CONTRACTOR shall comply with beneficiaries' access criteria and services provided during the initial assessment process requirements:
- I. To ensure that members receive the right service, at the right time, and in the right place, CONTRACTOR shall use their clinical expertise to complete initial assessments and subsequent assessments as expeditiously as possible, in accordance with each member's clinical needs and generally accepted standards of practice.
 - II. COUNTY shall monitor timely completion of assessments to ensure appropriate access to, and utilization of, services. COUNTY shall not enforce standards for timely initial assessments, or subsequent assessments, in a manner that fails to permit adequate time to complete assessments when such time is necessary due to a member's individual clinical needs.
 - III. Assessments shall be updated as clinically appropriate, such as when the member's condition changes.

Diagnosing During Initial Assessment Process

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

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

Assessment of Tobacco Use Disorder during Initial Assessment Phase

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

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

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

Access Criteria After Assessment:

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

- I. Beneficiaries 21 years of age and older, to qualify for DMC-ODS services after the initial assessment, must meet one of the following criteria:
 - a. Have at least one diagnosis from the most current edition of the Diagnostic and Statistical Manual (DSM) of Mental Disorders for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, OR
 - b. Have had at least one diagnosis from the most current edition of the DSM for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.
- II. Beneficiaries under the age of 21, qualify for DMC-ODS medically necessary services after the initial assessment, in the following circumstances:
 - a. All services that are Medi-Cal-coverable, appropriate, and medically necessary, needed to correct and ameliorate health conditions shall be provided, as per federal Early & Periodic Screening, Diagnostic and Treatment (EPSDT) statutes and regulations.
 - b. Services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs, consistent with federal guidance. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

ASAM Level of Care Determination

- A. CONTRACTOR shall use the ASAM Criteria to determine placement into the appropriate level of care (LOC) for all beneficiaries, which is separate and distinct from determining medical necessity. LOC determinations shall ensure that beneficiaries are

- able to receive care in the least restrictive LOC that is clinically appropriate to treat their condition.
- B. A full ASAM Criteria assessment is not required to deliver prevention and early intervention services for members under 21; a brief screening ASAM Criteria tool is sufficient for these services.
 - C. A full ASAM Criteria assessment, or brief screening ASAM Criteria tool for preliminary LOC recommendations, shall not be required to begin receiving DMC-ODS services.
 - D. A full ASAM Criteria assessment does not need to be repeated unless the client's condition changes.
 - E. Requirements for ASAM LOC assessments apply to NTP clients and settings.

Service Authorization:

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

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

When the ASAM Criteria screening tool, completed by qualified CONTRACTOR staff, indicates preliminary residential or inpatient level of care, documentation must be sent to COUNTY for authorization approval prior to admission. CONTRACTOR will collaborate with COUNTY to complete residential authorization requests in line with COUNTY (Policy 730) and DHCS policy. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHIN 24-001, or any subsequent DHCS notices.

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

COUNTY will ensure that prior authorization processes are completed in a manner that assures the provision of a covered SUD service to a client in a timely manner appropriate for

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

Referral to the Mental Health Plan

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

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

Target Population

Individuals 18 years of age or older who have met the diagnostic criteria in DSM V/ICD10 for a substance abuse disorder and the ASAM placement criteria. Applicants have also met the admission criteria for the Hope Housing program.

Fees

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

Coordination and Continuity of Care

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

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

- Ensure that each client has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the

services accessed by the client. The client shall be provided information on how to contact their designated person or entity.

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

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

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

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

(2) Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers. (3) Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

Medications

If CONTRACTOR provides or stores medications, the CONTRACTOR shall store and monitor medications in compliance with all pertinent statutes and federal standards.

CONTRACTOR shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.

Prescription and over the counter medications which expire and other bio-hazardous pharmaceuticals including used syringes or medications which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record, to be retained for at least one year.

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

Alcohol and Drug Free Environment

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

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

Naloxone Requirements

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

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

Informing Materials

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

1. COUNTY DMC-ODS Beneficiary Handbook (BHIN 23-048)
2. Provider Directory
3. DMC-ODS Formulary
4. Advance Health Care Directive Form (required for adult clients only)
5. Notice of Language Assistance Services available upon request at no cost to the client
6. Language Taglines
7. Grievance/Appeal Process and Form
8. Notice of Privacy Practices
9. EPSDT poster (if serving clients under the age of 21)

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

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

Provider Directory

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

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

Documentation Requirements

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

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

All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 23-068 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

Assessment

CONTRACTOR shall use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care. Medi-Cal behavioral health delivery systems shall accept an ASAM assessment completed by a qualified provider using the ASAM CONTINUUM software in the electronic health record. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include provider's recommendations for ASAM Level of Care and medically necessary services, and additional provider referrals, as clinically appropriate. If the assessment of the client is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

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

ICD-10

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

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

Problem List

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

CONTRACTOR must document a problem list that adheres to industry standards
A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.

The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.

CONTRACTOR shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 23-068.

Progress Notes

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

- I. ICD-10 code
- II. Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code
- III. A brief description of how the service addressed the member's behavioral health needs (e.g., symptom, condition, diagnosis, and/or risk factors).
- IV. A brief summary of next steps, including, but not limited to, planned action steps by the provider or by the client, collaboration with the client, collaboration with other provider(s) and any update to the problem list as appropriate.

CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within one (1) calendar day. The day of the service shall be considered day zero (0).

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

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

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

IV. The progress note for the group service encounter shall also include a brief description of the member's response to the service.

Telehealth

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

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

Discharge Planning

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

Written criteria for discharge defining:

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

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

- a. AOD Counselor or LPHA will develop the discharge summary for each client upon leaving the program within seven (7) days of the client's discharge.
- b. The discharge summary will include the following:
 - (i) Summary of the services provided;
 - (ii) Date of termination of services;
 - (iii) Reason for termination of services; and
 - (iv) Referral(s), if any.

c. In addition to the discharge summary requirements in (b) above, a licensed alcoholism or drug abuse recovery or treatment facility (residential) shall include the following additional information:

- (i) Description of treatment episodes;
- (ii) Description of recovery services completed;
- (iii) Current alcohol and/or other drug usage;
- (iv) Vocational and educational achievements; and
- (v) Client’s comments.

Service Objectives

1. CONTRACTOR shall operate and maintain a State certified alcohol and drug program in accordance with Department of Health Care Service’s AOD Program Certification Standards for all outpatient Substance Use Disorder (SUD) treatment programs. [Alcohol and/or Other Drug Program Certification Standards](#)
2. CONTRACTOR will provide the following estimated outpatient sessions to Drug/Medical eligible clients per FY:

FY 2025-26 Hope Housing Outpatient Services		
Staff Type	Service	Units (minutes)
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	OP Indiv/Group, IOT Indiv/Group, MAT Med Support, Physician Time, Recovery Svcs Relapse Pv., Care Coordination/Case Management	31,668
Alcohol and Drug Counselor		

3. Establish an outpatient treatment program that will reduce the negative impact of substance abuse on the individual and family.
4. Establish and maintain a broad spectrum of treatment services to address the diverse treatment needs of males, females, and LGBTQ+.
5. Develop and establish an outpatient program that will empower individuals in the collaborative treatment plan development process by matching treatment options and decisions based on the Participant’s individual needs.
6. Treatment will be easily accessible and available to all clients needing services who meet the diagnostic criteria for admission.

7. Care planning and coordination services will address each participant's level of need for appropriate stabilization and ongoing care.

Designated Contract Monitor

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

CONTRACTOR Shall also adhere to the following:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- B. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant

orders of the Secretary of Labor.

EXHIBIT B-1: PAYMENT PROVISIONS

PAYMENT TYPE

Cost Reimbursed up to the Maximum Contract Amount.

Non-Drug/Medi-Cal

1. COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community, which fall within the general services described in Exhibit A.
2. COUNTY shall compensate CONTRACTOR in the following manner:
 - A. For Programs 4 and 5 CONTRACTOR shall bill 1/12th of the annual amount, monthly, in advance on Exhibit C. For Program 9, CONTRACTOR shall bill COUNTY one- eight of the annual amount, monthly, in advance on Exhibit C.

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

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

SSC Non-DMC-Program Number and Title		UOS FY 2025-26	Rate per FY	Total FY 2025-26
Program 4	Prevention (Peninsula Region)	2,427		\$ 164,154.00
Program 4	Prevention (South County)	3,467		\$ 198,224.00
Program 4	Prevention (Salinas)	3,467		\$ 231,823.00
Program 5	Outreach and Engagement (Homeless Population in Salinas)	371		\$ 25,000.00
FY 2025-26 Total Maximum Amount				\$619,201.00

Program Number and Title (Prop 47 Cohort-3: 7/1/25-3/1/26)		FY 2025-26	
		1/8 th Payment	Total Annual Amount
9	Proposition 47 Sobering Center (BSCC)	\$ 26,358	\$210,863
Proposition 47 Sobering Center – Match Funded Services			
		1/8 th Payment	Total
9	FY 2025-26_Proposition 47 Sobering Center	\$ 26,359	\$210,872

Program Number and Title (March 1, 2026- June 30, 2026)		FY 2025-2026	
		1/4 th Payment	Total Annual Amount
18	Sobering Center	\$ 52,717	\$210,868

Drug/Medi-Cal

COUNTY shall pay CONTRACTOR for Drug Medi-Cal covered services rendered to Monterey County eligible participants and to the community which fall within the general

services as outlined in Exhibit A. The rates for Drug/Medi-Cal client services reimbursed to the CONTRACTOR shall be an interim rate approved by the COUNTY and based upon the estimated cost and units of services for the applicable fiscal year. COUNTY shall compensate CONTRACTOR in the following manner:

- a. For Programs 1, 2, 3, 6, 7, 8,10 and 11, Residential, Outpatient Program - Drug Medi-Cal (DMC) and Intensive Outpatient Treatment (DMC), CONTRACTOR shall bill COUNTY monthly, in arrears, on Exhibit C, attached to supporting documentation as required by COUNTY for payment.
- b. COUNTY shall pay CONTRACTOR for services using the following negotiated rates for each fiscal year:

SSC Residential Programs Number and Title		UOS FY 2025-26	Rate per FY	DMC Total FY 2025-26
1	Residential Services (3.1)	9,100	\$246.00	\$2,238,600.00
1	Residential Board and Care (3.1)	9,100	\$43.50	\$395,850.00
1	Residential Services (3.5)	3,100	\$258.00	\$799,800.00
1	Residential Board and Care (3.5)	3,100	\$43.50	\$134,850.00
1	Residential Case Management	53,493	\$2.68	\$143,361.00
2	Withdrawal Management (3.2)	1,250	\$276.00	\$345,000.00
2	Withdrawal Management Board and Care (3.2)	1,250	\$43.50	\$54,375.00
FY 2025-26 Total Maximum Amount				\$4,111,836.00
SSC Residential Programs Number and Title (May 1, 2026-June 30, 2026)		UOS FY 2025-26	Rate per FY	DMC Total FY 2025-26
1	Residential Services (3.1)	2,915	\$165.05	\$481,120.75
1	Residential Board and Care (3.1)	2,915	\$43.50	\$126,802.50
1	Residential Services (3.5)	1,624	\$161.42	\$262,146.08
1	Residential Board and Care (3.5)	1,624	\$43.50	\$70,644.00
1	Residential Case Management	5,783	\$2.35	\$13,589
2	Withdrawal Management (3.2)	173	\$196.17	\$33,937.41
2	Withdrawal Management Board and Care (3.2)	173	\$43.50	\$7,525.50
FY 2025-26 Total Maximum Amount				\$995,765

Program 3: OP Services FY 2025-26				
Staff Type	Outpatient Service(s)	Units (minutes)	Rate	Total
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	OP Indiv/*Group, IOT Indiv/*IOT Group, MAT Med Support, Physician Time, Recovery Svcs Relapse Pv., Care Coordination/Case Management	30,900	\$ 5.37	\$ 165,933.00
Alcohol and Drug Counselor		389,555	\$ 4.64	\$ 1,807,535.20
Total Maximum Annual Amount FY2025-26				\$ 1,973,468.20
<i>*Per DHCS, Group services will be paid at a per minuterate divided by 4.5.</i>				
Program 3: OP Services FY 2025-26 (April 1, 2026-June 30, 2026)				
Staff Type	Outpatient Service(s)	Units (minutes)	Rate	Total
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	OP Indiv/*Group, IOT Indiv/*IOT Group, MAT Med Support, Physician Time, Recovery Svcs Relapse Pv., Care Coordination/Case Management	143,328	\$ 2.75	\$ 394,152.00
Alcohol and Drug Counselor		36,882	\$ 2.28	\$ 84,090.00
				143 \$ 478,242.00
<i>*Per DHCS, Group services will be paid at a per minuterate divided by 4.5.</i>				

SSC Residential Programs Number and Title (Prop 47 Cohort-3: 7/1/25-3/1/26)		UOS FY 2025-26	Rate per FY	DMC Total FY 2025-26
6	Residential Services (3.1)	531	\$246.00	\$ 130,626.00
6	Residential Board and Care (3.1)	531	\$43.50	\$ 23,098.50
6	Residential Services (3.5)	77	\$258.00	\$ 19,848.63
6	Residential Board and Care (3.5)	77	\$43.50	\$ 3,349.50
6	Residential Case Management	12,474	\$2.68	\$ 33,430.00
7	Withdrawal Management (3.2)	72	\$276.00	\$ 19,848.93
7	Withdrawal Management Board and Care (3.2)	72	\$43.50	\$ 3,132.00
FY 2025-26 Total Maximum Amount				\$ 233,333.00

Program 8: Proposition 47 OP Services FY 2025-26 (Cohort-3: 7/1/25-3/1/26)				
Staff Type	Outpatient Service(s)	Units (minutes)	Rate	Total
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	OP Indiv/*Group, IOT Indiv/*IOT Group, MAT Med Support, Physician Time, Recovery Svcs Relapse Pv., Care Coordination/Case Management	1,686	\$ 5.37	\$ 9,054.00
Alcohol and Drug Counselor		11,985	\$ 4.64	\$ 55,612.00
Total Maximum Annual Amount FY 2025-26				\$ 64,666.00
<i>*Per DHCS, Group services will be paid at a per minute rate divided by 4.5.</i>				

Proposition 47 Cohort-3 Sobering Living Environment (SLE) FY 2025-26 (7/1/25-3/1/26)				
		# People	Amount	Total
10	Proposition 47 SLE Rent (3 mos per person)	13	\$450.00	\$17,550
	Proposition 47 SLE Deposit (1st and Last)	13	\$900.00	\$11,700
Total FY 2025-26				\$29,250

Program 11: Hope Housing OP Services FY 2025-26				
Staff Type	Outpatient Service(s)	Units (minutes)	Rate	Total
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	OP Indiv/*Group, IOT Indiv/*IOT Group, MAT Med Support, Physician Time, Recovery Svcs Relapse Pv., Care Coordination/Case Management	4,190	\$ 5.37	\$ 22,500.00
Alcohol and Drug Counselor		27,478	\$ 4.64	\$ 127,500.00
Total Maximum Annual Amount FY 2025-26				\$ 150,000.00
<i>*Per DHCS, Group services will be paid at a per minute rate divided by 4.5.</i>				

Sun Street Centers Prop 47 (Cohort-3: 7/1/25-3/1/26) (Outreach Specialist and Case Manager)	Contracted UOS (Per Hr.)	Hourly Rate FY 2025-26	FY 2025-26 Amount
Outreach Specialist	1,387	\$35.70	\$ 49,516
Discharge Manager	1,387	\$27.36	\$ 37,948
Total Yearly Maximum Obligation			\$ 87,464

DMC-ODS/SUBG Funded Services: CONTRACTOR may exceed units/funding provided annual Contract NTE is not exceeded in that funding source and with prior authorization from the County Substance Use Disorder Administrator/Proposition 47 funding services.

4. PAYMENT CONDITIONS

Sun Street Centers_SUD
Amendment No. 1 to Agreement A-17394
FY 2025-26
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Updated 5/15/25

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

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

B. To the extent a recipient of services under this Agreement is eligible for coverage under Drug Medi-Cal funds, SABG funds, or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Drug Medi-Cal Funded Program(s), CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Drug/Medi-Cal, are not Drug/Medi-Cal eligible or out of county beneficiaries during the term of this Agreement.

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

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

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

MCHDBHFinance@countyofmonterey.gov

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

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

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

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

I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and

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

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

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

5. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$9,375,830.00** for services rendered under this Agreement.

B. Maximum Annual Liability:

SUN STREET CENTER FY 2025-26	
FY 2025-26 TOTAL ANNUAL CONTRACT AMOUNT	\$ 9,375,830.00
TOTAL AGREEMENT MAXIMUM LIABILITY	\$ 9,375,830.00

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

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

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

6. BILLING AND PAYMENT LIMITATIONS

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

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

C. Allowable Costs: Allowable costs shall be the CONTRACTOR'S Drug Medi-Cal eligible actual costs or charges for delivering the services specified under this Agreement, as set forth in the Budget and Expenditure Report provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

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

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

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

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

7. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

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

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

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

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

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

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

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

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

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

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Drug/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

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

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

COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

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

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

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

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

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

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

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

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

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

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by

CONTRACTOR only for the delivery of Non Drug/Medi-Cal, Drug/Medi-Cal service/activities specified in this Agreement.

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

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

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

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

10. AUTHORITY TO ACT FOR THE COUNTY

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

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