

<b>EXHIBITS</b>		<b>ATTACHMENTS</b>
Exhibit A	Scope of Services	Attachment 1
Exhibit B-1	Terms of Payment	Attachment 2
Fer Exhibit B-2	Rate Schedule	Attachment 3
Exhibit C	Indemnification and Insurance	
Exhibit D	Business Associate/Qualified Services Organization Agreement Addendum	
Exhibit E	Performance Measures	

<b>CONTRACT SECTION</b>	<b>Primary HHSA Reviewer(s)</b> HHSA Program HHSA BH-Quality Management HHSA BH-Compliance HHSA Fiscal
<b>RECITALS</b>	HHSA Program HHSA BH-Quality Management HHSA BH-Compliance HHSA Fiscal
<b>ARTICLE 1. GENERAL PROVISIONS</b> <b>I. TERM</b> <b>II. SCOPE OF WORK</b> <b>III. COMPENSATION</b> <b>IV. ENTIRE AGREEMENT</b>	HHSA Program HHSA BH-Quality Management HHSA BH-Compliance HHSA Fiscal
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<p><b>ARTICLE 14. PERFORMANCE OUTCOMES AND OTHER REPORTS</b></p> <p><b>I. (PMs see Exhibit E.)</b></p> <p><b>II. (Benchmarks)</b></p> <p><b>A. (HEDIS®)</b></p> <p><input type="checkbox"/> Follow up After Emergency Department Visit ...</p> <p><input type="checkbox"/> Use of Pharmacotherapy for Opioid Use Disorder (POD)</p> <p><input type="checkbox"/> Pharmacotherapy of Opioid Use Disorder</p> <p><input type="checkbox"/> Initiation and Engagement of Alcohol and Other Drug Abuse or Dependence Treatment</p> <p><b>III. OTHER REPORTS:</b></p> <p><b>REPORTS BELOW THIS POINT ARE PULLED IN FROM THE OLD YOLO SUD CONTRACT TEMPLATE REPORTS SECTION AND CAN BE REVISED AS NEEDED.</b></p> <p><b>A. Client Information Report:</b></p>	<p>HHSA Program          HHSA BH-Quality Management          HHSA BH-Compliance          HHSA Fiscal</p>

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<p><b>B. Practitioner Information Report:</b></p> <p><b>C. California Outcomes Measurement System (CalOMS) Reporting in Avatar</b></p> <p><b>D. Annual Training Report</b></p> <p><b>E. Aggregated Staff and Volunteer Ethnicity Survey</b></p> <p><b>F. Equipment Report (See Article 2. Paragraph XVII.)</b></p> <p><b>G. Certified Audited Financial Reports</b></p> <p><del><b>H. Certified Alcohol and Drug Cost Report (Deleted)</b></del></p> <p><b>NEW REPORT CONCEPT:</b> <b>Invoicing/Payment Reports?</b></p>	
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**Agreement-Substance Use Disorder Treatment Services**  
**(Yolo BOS Agreement No. \_\_\_\_\_ - \_\_\_\_\_)**

This Agreement (“Agreement”) is made and entered into as of the last date signed below (“Effective Date”), by and between the County of Yolo, a political subdivision of the State of California (“County”), and \_\_\_\_\_, a (business type) authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein.

**WHEREAS**, County desires to obtain substance use disorder treatment and prevention (SUD) services for clients who are eligible for the State of California, Department of Health Care Services Drug Medical Organized Delivery System program; and

**WHEREAS**, County has entered into an agreement with the State of California, Department of Health Care Services, to provide Alcohol and Other Drug services to County of Yolo residents (e.g., State Non-Drug Medi-Cal Substance Abuse Treatment Services and Drug Medi-Cal Treatment Program Services Agreement, otherwise known as the “Intergovernmental Agreement”, and hereinafter referred to as the “State Contract”); and

**WHEREAS**, County desires to subcontract portions of the State Contract to Contractor to provide SUD services for clients who are eligible for services specified in Exhibit A of this Agreement; and

**WHEREAS**, the State Contract requires that all subcontracts, including County Contractors and subcontractors, be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the State Contract, including all applicable Medicaid laws and regulations and applicable sub-regulatory guidance; and

**WHEREAS**, County circulated and distributed a Request for Proposal (RFP) identified as Substance Use Disorder Adult Continuum of Care RFP # \_\_\_\_\_ and can be viewed at [www.bidsync.com](http://www.bidsync.com) seeking contractors to provide SUD Adult Continuum of Care services to eligible Yolo County residents through a variety of funding streams including, but not limited to, utilization of Federal and State funds available pursuant to: Title XIX or Title XXI of the Social Security Act; Substance Abuse Prevention and Treatment (SABG) Block Grant Funds (CFDA No. 93.959); Statham Funds; Substance Abuse and Mental Health Services Administration (SAMHSA) Funds (CFDA # 93.958); SAMHSA PATH Funds (CFDA # 93.150); CalWORKS (CFDA # 93.558); CWS Title IV-B (CFDA # 93.645); CWS Title IV-E (CFDA # 93.658); CWS-TANF (CFDA # 93.558); CWS Title XX Social Services Block Grant (CFDA # 93.667); Drug Medi-Cal Funds, State General Funds, CalWORKS Funds, Assembly Bill 109 Funds, 2011 Realignment and Intergovernmental Transfer (IGT) Funds; and

**WHEREAS**, Contractor responded to the RFP with a proposal that was subsequently chosen by County, County issued a Letter of Intent to Award a contract to Contractor, and this Agreement is a reflection of the completion of that process; and

**WHEREAS**, Contractor is licensed by the State of California to provide the services specified in Exhibit A, Scope of Services, of this Agreement; and

**WHEREAS**, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, partners, contractors, subcontractors, volunteers, or any person or entity with a beneficial ownership of five percent (5%) or more of the Contractor’s equity is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

**WHEREAS**, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, partners, contractors, subcontractors,

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volunteers or any person or entity with a beneficial ownership of five percent (5%) or more of the Contractor's equity being excluded or debarred from any Federal or State program; and

**WHEREAS**, Contractor has represented and warrants to County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Strategic Plan Goals of Yolo County, a copy of which can be found at <http://www.yolocounty.org/general-government/about-us/mission-values-strategic-plan>; and

**WHEREAS**, Contractor understands County is relying upon these representations in entering into this Agreement; and

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## **TERMS**

### **ARTICLE 1. GENERAL PROVISIONS**

#### **I. TERM**

The term of this Agreement shall be from **July 1, 2023 through December 31, 2023** unless sooner terminated as provided **for in Article 2, Section VII** of this Agreement.

#### **II. SCOPE OF WORK**

- A.** Contractor shall provide the services set forth in Exhibit A in a manner satisfactory to the Director and in conformance with this term and conditions of this Agreement including but not limited to all other exhibits and attachments hereto.
- B.** Contractor represents and warrants to County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. County is relying upon these representations in entering into this Agreement.

#### **III. COMPENSATION**

- A.** This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County, state or federal funding sources that may in any way affect the fiscal provisions of, or funding for, this Agreement. This Agreement is also contingent upon sufficient funds being made available by County, state or federal funding sources for the term of the Agreement.
- B.** Subject to the satisfactory performance of the services required of Contractor pursuant to the terms and conditions set forth in this Agreement, and following Contractor's submission of an appropriate invoice, claims and such other documentation that County may require, County shall pay Contractor according to the terms set forth in **Article 9 and Exhibit B-1 of this Agreement**. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

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- C. Funding is provided by fiscal year. For purposes of this Agreement, the fiscal year begins July 1 and ends the following June 30. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years, if any.
- D. The maximum financial obligation of County under this Agreement for the term of this Agreement shall not exceed [amount], as follows:

<b>Fiscal Year 2023-24</b>
July 1, 2023 through December 31, 2023
\$xxx

These amounts are not guaranteed but shall be paid only for services rendered and received in conformance with this Agreement.

**V. ENTIRE AGREEMENT**

- A. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:
  - Exhibit A Scope of Services
  - Exhibit B-1 Terms of Payment
  - Exhibit B-2 Rate Schedule
  - Exhibit C Indemnification and Insurance
  - Exhibit D Business Associate/Qualified Services Organization Agreement Addendum
  - Exhibit E Performance Measures
  - Attachment 1 CA Department of Health Care Services-Perinatal Guidelines
  - Attachment 2 HHSA SABG Standards Policy and Procedure 6-1-002, effective July 1, 2018
  - Attachment 3 State Contract DHCS-Yolo DMC-ODS Intergovernmental Agreement.
- B. This Agreement constitutes the entire agreement between County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement. §

**[END ARTICLE 1]**

**ARTICLE 2. STANDARD TERMS AND CONDITIONS**

**I. INDEPENDENT CONTRACTOR**

- A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between County and Contractor. Neither Contractor nor Contractor’s assigned personnel shall be entitled to any benefits payable to employees of County. Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement. Contractor shall determine the method and manner of performing its duties under this Agreement, and County may monitor the work performed by Contractor
- B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor’s assigned personnel shall have any right to act on behalf of County in any capacity whatsoever as an agent or to bind County to any obligation whatsoever.
- C. Contractor shall provide all facilities, equipment, personnel, labor, materials, supplies, and operating expenses of any kind required for the performance of this Agreement unless otherwise provided in the scope of services.

**II. PERFORMANCE & PERSONNEL STANDARDS**

- A. Contractor shall exercise all care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.
- B. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by County, California State Department of Healthcare Service (DHCS), United States Centers for Medicare & Medicaid Services (CMS), United States Department of Health and Human Services (US DHHS), Office of the Inspector General (OIG), the Comptroller General of the United States and any other authorized federal and state agencies.
- C. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.
- D. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this Agreement shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.
- E. Contractor shall comply with the County’s Practitioner Enrollment process. See also Article 15.

**III. NOTICE TO PARTIES**

- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

**Contractor:**

(Legal Entity Name  
(Address)  
(Address)  
(Name, Title)

**County:**

Yolo County Health and Human Services Agency  
137 N. Cottonwood Street  
Woodland, CA 95695  
Nolan Sullivan, Director

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- B.** In lieu of written notice to the above addresses, any party may provide notices by email provided the following email addresses are used:

**Contractor:**

xxxxx@xxxxx

**County:**

Contracts Unit: HHSAContracts@YoloCounty.org

Contract Administrator: xxxx@yolocounty.org

- C.** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.
- D.** Any party may change the designated representative, address, or email address to which such communications are to be given by providing the other party(ies) with written notice of such change at least fifteen (15) business days prior to the effective date of the change.

**IV. ASSIGNMENT AND SUBCONTRACTS**

- A.** The services and obligations required of Contractor under this Agreement are not assignable in whole or in part without the express written agreement of both Parties.
- B.** Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director.
- 1.** If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same indemnification and insurance as required of Contractor by this Agreement including **Exhibit C**. Contractor shall be fully responsible to County for all work undertaken by subcontractors.
  - 2.** Contractor shall ensure that all subcontracts are subject to the applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, data security and confidentiality requirements set forth herein, and include the applicable provisions of Title 42 of the Code of Federal Regulations (CFR) section 438.230.
  - 3.** Contractor shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, all SUD services provided by third parties under subcontracts, whether approved by County or not.

**V. MODIFICATION AND AMENDMENT**

- A.** County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable laws, regulations and contractual obligations or to reflect any changes to same as set forth by DHCS or other federal or state agencies with authority over Medicaid laws and regulations or to issue related sub-regulatory guidance.
- B.** Except as otherwise specifically provided herein, this Agreement may only be modified or amended by written instrument signed by both Parties. **See Article 2, Section XI**, regarding the Authorized Representatives for the execution of any such modification or amendment.

**VI. DISPUTES**

Should a dispute arise between Contractor and County relating to performance under this Agreement other than disputes governed by a dispute resolution process in Title 9, Division 1, Chapter 11 of the California Code of Regulations, prior to exercising any other remedy which may be available,

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Contractor shall provide County with written notice of the particulars of the dispute within thirty (30) calendar days of the incident. Upon receipt of the written notice, County shall meet with the Contractor, review the facts in the dispute, and recommend a means of resolving the dispute. Final written response to the Contractor will be provided within thirty (30) days of receipt of the Contractor's original written notice.

## VII. TERMINATION

- A. This Agreement may be terminated at any time by the mutual written agreement of both Parties.
- B. Either Party may terminate this Agreement for convenience by providing at least sixty (60) days' advance written notice to the other party.
- C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not fewer than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty (30) day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not fewer than fifteen (15) days advance written notice. The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. Neither party waives the right to recover damages against the other for breach of this Agreement.
- D. This Agreement is subject to County, the state and/or the federal government(s) appropriating and approving sufficient funds for the payments required by this Agreement. If County's adopted budget and/or its receipts from the state and/or the federal government(s) do not contain sufficient funds for this Agreement, County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event County shall have no obligation to pay the Contractor any further funds or provide other consideration and Contractor shall have no obligation to provide any further services pursuant to this Agreement.
- E. County may terminate this Agreement upon ten (10) days written notice to Contractor in the event Contractor becomes excluded, debarred, or suspended from participation from federally funded programs; or if County, the state and/or the federal government(s) have otherwise determined that Contractor does not meet the requirements for participation in the Medicaid or Medi-Cal program.
- F. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
- G. See Article 2, Section XI regarding the Authorized Representatives for the execution of any such termination agreement or notice.
- H. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

## VIII. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

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## **IX. WAIVER**

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

## **X. INTERPRETATION; VENUE**

- A.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. In the event of any conflict between any of the provisions of this Agreement (including any exhibits and attachments), the provision that requires the highest level of performance from Contractor for County's benefit shall prevail.
- B.** This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.
- C.** This Agreement is made in Yolo County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Yolo. The venue for any legal action in federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Eastern District of California.

## **XI. AUTHORITY TO CONTRACT**

- A.** County and Contractor warrant that they are legally permitted and otherwise have the authority to enter into this Agreement, the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective entities, and that any action necessary to bind each Party has been taken prior to execution of this Agreement.
- B. Specific County Authority**
  - 1. Director's Authority:** The Director may: issue termination notices in conformance with the conditions of **Article 2, Section VII** of this Agreement and issue any other general notices regarding the administration of this Agreement.
  - 2. County Procurement Manager's Authority:** The Yolo County Procurement Manager may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the Agreement. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager's Authority, as prescribed in the then current Yolo County Procurement Policy.
  - 3. Yolo County Board of Supervisors' Authority:** All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors.

## **XII. COVENANTS AND CONDITIONS**

Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should County choose to excuse any given failure of

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Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

### **XIII. CONFLICT OF INTEREST**

- A.** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Title 1 Division 4, Chapter 1, Article 4 of the California Government Code, commencing with Section 1090, and Title 9, Chapter 7 of the California Government Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.
- B.** Contractor covenants that it presently has no interest and shall not acquire any direct or indirect interest, which would conflict in any manner with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required under this Agreement.
- C.** Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform County and provide all information needed for resolution of the question.

### **XIV. THIRD PARTY RIGHTS**

Except where specifically stated otherwise in this document, the promises in this document benefit County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

### **XV. OWNERSHIP OF DOCUMENTS & WORK PRODUCTS AND EQUIPMENT**

- A. 1.** Any professional and/or technical documents work products. and/or information developed under this Agreement, including but not limited to writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of County.
- 2.** Upon completion of services under this Agreement or upon any earlier termination of this Agreement, Contractor shall deliver and assign the foregoing to County. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world.
- 3.** In addition, basic data prepared or obtained under this Agreement shall be made available to County without restriction or limitation on their use.
- 4.** No additional charge will be made for any of the foregoing.
- B. 1.** County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make

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all equipment available to County during normal business hours for tagging or inventory.

2. Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.
3. Contractor shall submit to County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

**XVI. PUBLIC RECORDS ACT**

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

**[END ARTICLE 2]**

### **ARTICLE 3. SERVICES AND ACCESS PROVISIONS**

#### **I. CERTIFICATION OF ELIGIBILITY**

Contractor will, in cooperation with County, comply with Title 42 of the Code of Federal Regulations section 455.1(a)(2) and DHCS Behavioral Health Information Notice (BHIN) 23-001, to obtain a certification of a client's eligibility for SUD services under Medi-Cal.

#### **II. ACCESS TO SUBSTANCE USE DISORDER SERVICES**

- A.** In collaboration with County, Contractor will work to ensure that individuals to whom the Contractor provides SUD services meet access criteria and medical necessity requirements, as per DHCS guidance specified in BHIN 23-001. 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.
- B.** 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.
- C.** 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.
- D.** Contractor should recognize and educate staff and collaborative partners that Parole and Probation status is not a barrier to SUD services.
- E.** The initial assessment shall be performed face-to-face or by telehealth (synchronous audio/video only) by an 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 treatment services and narcotic treatment programs (NTPs). 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 initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.
- F.** Contractor shall comply with beneficiaries' access criteria and services provided during the initial assessment process requirements:
  - 1.** For beneficiaries 21 years of age and older, a full assessment using the ASAM Criteria shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered or certified counselor, or Peer Support Specialist (except for residential treatment services)
  - 2.** For beneficiaries under the age of 21, a full assessment using the ASAM Criteria shall be completed within 60 days of the beneficiary's first visit with an LPHA or registered or certified counselor (except for residential treatment services).
  - 3.** For beneficiaries experiencing homelessness and where the provider documents that due to homelessness additional time is required to complete the assessment, a full assessment using the ASAM Criteria shall be completed within 60 days of the beneficiary's first visit with an LPHA or registered or certified counselor (except for residential treatment services).

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

**H.** Contractor shall comply with beneficiaries' access criteria after initial assessment requirements:

1. 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.
2. 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.
  - c. 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.

**III. 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 and an SUD diagnosis is not required to deliver prevention and early intervention services for beneficiaries under the age of 21; a brief screening ASAM Criteria tool is sufficient for these services.
- C. For clients who withdraw from treatment prior to completing the ASAM Criteria assessment or prior to establishing a diagnosis from the DSM for Substance-Related and Addictive Disorders, and later return, the time period for initial assessment starts over.
- D. 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.
- E. A full ASAM Criteria assessment does not need to be repeated unless the client's condition changes.
- F. Requirements for ASAM LOC assessments apply to NTP clients and settings.

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**IV. MEDICAL NECESSITY**

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

**V. ADDITIONAL COVERAGE REQUIREMENTS AND CLARIFICATIONS**

- A.** The target population for DMC-ODS SUD services includes clients who are enrolled in Medi-Cal, reside in the County, and meet the criteria for DMC-ODS services as per established requirements above.
- B.** Consistent with California Welfare and Institutions Code section 14184.402(f), covered SUD prevention, screening, assessment, treatment, and recovery services are reimbursable Medi-Cal services when:
  - 1.** Services are provided prior to the completion of an assessment or prior to the determination of whether DMC-ODS access criteria are met, or prior to the determination of a diagnosis.
    - a.** Clinically appropriate and covered DMC-ODS services provided to clients over the age of 21 are reimbursable during the assessment process. Similarly, if the assessment determines that the client does not meet the DMC-ODS access criteria after initial assessment, those clinically appropriate and covered DMC-ODS services provided are reimbursable.
    - b.** All Medi-Cal claims shall include a current CMS approved International Classification of Diseases (ICD) diagnosis code. In cases where services are provided due to a suspected SUD that has not yet been diagnosed, options are available in the CMS approved ICD-10 code list, for example, codes for “Other specified” and “Unspecified” disorders, or “Factors influencing health status and contact with health services”.
  - 2.** Prevention, screening, assessment, treatment, or recovery services were not included in an individual treatment plan, or if the client signature was absent from the treatment plan.
    - a.** While most DMC-ODS providers are expected to adopt problem lists as specified in BHIN 22-019, treatment plans continue to be required for some services in accordance with federal law.
    - b.** Treatment plans are required by federal law for:
      - i.** Narcotic Treatment Programs (NTPs)
      - ii.** Peer Support Services

**iii.** SABG funded services [See Attachment 2 HHSA SABG Standards Policy and Procedure 6-1-002, effective July 1, 2018 available to the Contractor as provided herein and incorporated by this reference.]

3. The beneficiary has a co-occurring mental health condition.
  - a. Medically necessary covered DMC-ODS services delivered by Contractor shall be covered and reimbursable Medi-Cal services whether the client has a co-occurring mental health condition or not.

## **VI. DIAGNOSIS DURING INITIAL ASSESSMENT**

- A. Contractor may use the following options during the assessment phase of client’s treatment when a diagnosis has yet to be established as specified in BHIN 22-013:
  1. 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.
  2. 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.
  3. CMS approved diagnosis code on the ICD 10 tabular, available in the CMS 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”.

## **VII. COORDINATION AND CONTINUITY OF CARE**

- A. Contractor shall comply with the care coordination requirements established by County and per Title 42 of the Code of Federal Regulations section 438.208.
- B. 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:
  1. 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.
  2. 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.

3. 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.
  4. Ensure that each provider furnishing services to clients maintains and shares, as appropriate, a client health record in accordance with professional standards.
  5. Ensure that in the process of coordinating care, each client's privacy is protected in accordance with the privacy requirements in Title 45 the Code of Federal Regulations, Parts 160 and 164 subparts A and E and Title 42 of the Code of Federal Regulations Part 2, to the extent that they are applicable.
- C. Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.
- D. 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.

#### **VIII. SITE LICENSES, CERTIFICATIONS, PERMITS AND REQUIREMENTS**

- A. As specified in BHIN 21-001 and in accordance with California Health and Safety Code section 11834.015, DHCS adopted the ASAM treatment criteria as the minimum standard of care for licensed AOD facilities. All licensed AOD facilities shall obtain at least one DHCS LOC Designation and/or at least one residential ASAM LOC Certification consistent with all of its program services. If an AOD facility opts to obtain an ASAM LOC Certification, then that facility will not be required to obtain a DHCS LOC Designation. However, nothing precludes a facility from obtaining both a DHCS LOC Designation and ASAM LOC Certification.
- B. Contractor shall obtain and comply with DMC site certification and ASAM designation or DHCS Level of Care Designation for each type of contracted service being delivered, as well as any additional licensure, registration or accreditation required by regulations for the contracted service being delivered.
- C. Contractor shall obtain and maintain all appropriate licenses, permits, and certificates required by all applicable federal, state, and county and/or municipal laws, regulations, guidelines, and/or directives.
- D. Contractor shall have and maintain a valid fire clearance at the specified service delivery sites where direct services are provided to clients.
- E. Contractor must immediately notify County of a change in ownership, organizational status, licensure, or ability of Contractor to provide the quantity or quality of the contracted services in a timely fashion.
- F. 1. Contractor must also notify County and California State Department of Healthcare Service (DHCS) in writing of any change in organizational name, Head of Service or principal business at least fifteen (15) business days in advance of the change. DHCS shall certify Contractor to participate in the Drug Medi-Cal Organized Delivery System (DMC-ODS) program.
2. Contractor cannot reduce services or relocate without first receiving approval by DHCS. Contractor shall submit a Drug Medi-Cal (DMC) certification application to the DHCS Provider Enrollment Division (PED) sixty (60) days prior to the desired effective date of the

reduction of covered services or relocation. Contractor shall be subject to continuing certification requirements at least once every five (5) years.

3. Said notice shall become part of this Agreement upon acknowledgment in writing by County, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.
4. See Article 2, Section III for the address and direction for the submission of notices.

#### **IX. MEDICATIONS**

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

#### **X. ALCOHOL AND/OR DRUG-FREE ENVIRONMENT**

- A. 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.
- B. 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.

#### **XI. ASSESSMENT OF TOBACCO USE DISORDER**

- A. As required by Assembly Bill (AB) 541 and BHIN 22-024, 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. The assessment shall include questions recommended in the most recent version of Diagnostic and Statistical Manual of Mental Disorders (DSM) under Tobacco Use Disorder, or County's evidence-based guidance, for determining whether a client has a tobacco use disorder.
- B. The licensed and/or certified SUD recovery or treatment facility shall do the following:
  1. Provide information to the client on how continued use of tobacco products could affect their long-term success in recovery from SUD.
  2. Recommend treatment for tobacco use disorder in the treatment plan.
  3. Offer either treatment, subject to the limitation of the license or certification issued by DHCS, or a referral for treatment for tobacco use disorder.

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- C. Licensed and/or certified SUD recovery or treatment facilities can also adopt tobacco free campus policies, to change the social norm of tobacco use, promote wellness, and reduce exposure to secondhand smoke.

**XII. NALOXONE REQUIREMENTS**

- A. As required by AB 381, California Health and Safety Code section 11834.26, and BHIN 22-025, all licensed and/or certified SUD recovery or treatment facilities shall comply with the following requirements:
  - 1. 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.
  - 2. 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.
  - 3. The proof of completion of such training shall be documented in the staff member’s individual personnel file, in accordance with CCR, Title 9, §10564(k).

**[END ARTICLE 3]**

## **ARTICLE 4. AUTHORIZATION AND DOCUMENTATION PROVISIONS**

### **I. SERVICE AUTHORIZATION**

- A.** Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy, including HHSa SUD Residential Authorization Policy (6-5-015) Copies of County SUD policies have been made available to the Contractor on the Yolo County HHSa Behavioral Health Quality Management website at [https://www.yolocounty.org/government/general-government-departments/health-human-services/mental-health/behavioral-health-quality-management/-folder-3829#docan1598\\_10557\\_7495](https://www.yolocounty.org/government/general-government-departments/health-human-services/mental-health/behavioral-health-quality-management/-folder-3829#docan1598_10557_7495).
- B.** Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
- C.** County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHIN 23-001, or any subsequent DHCS notices.
- D.** For SUD Non-Residential and Non-Inpatient Levels of Care service authorization:
  - 1.** Contractor shall follow County’s policies and procedures around non-residential/non-inpatient levels of care according to BHIN 23-001.
  - 2.** 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.
- E.** For SUD Residential and Inpatient Levels of Care service authorization:
  - 1.** 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.
  - 2.** County will review the DSM and ASAM Criteria to ensure that the beneficiary meets the requirements for the service.
  - 3.** 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.
    - a.** 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.
  - 4.** 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.
  - 5.** Contractor shall alert County when a standard authorization decision is necessary. Standard service authorizations shall not exceed 14 calendar days following receipt of the request for

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service, with a possible extension of up to 14 additional calendar days if the client or provider requests an extension.

- F.** Contractor, if applicable, shall ensure that length of stay (LOS) in residential program complies with the following:
- 1.** LOS shall be determined by individualized clinical need (statewide LOS goal is 30 days). LOS for clients shall be determined by an LPHA and authorized by County as medically necessary.
  - 2.** Clients receiving residential treatment must be transitioned to another LOC when clinically appropriate based on treatment progress.
  - 3.** Perinatal clients may receive a longer LOS than those described above, if determined to be medically necessary.
  - 4.** Nothing in this section overrides any EPSDT requirements. EPSDT clients may receive a longer length of stay based on medical necessity.

## **II. DOCUMENTATION REQUIREMENTS**

- A.** Contractor agrees to comply with documentation requirements for non-hospital services as specified in **this Article 4** inclusive in compliance with federal, state and County requirements.
- B.** All Contractor documentation shall be accurate, complete, legible, and shall list each date of service. Contractor shall document the face-to-face duration of the services. . Services must be identified as provided in-person, by telephone, or by telehealth.
- C.** 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 or any subsequent relevant and the contract between County and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

## **III. ASSESSMENT**

- A.** Contractor shall use the ASAM Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care.
- B.** 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.
- C.** The problem list and progress note requirements shall support the medically necessary services or medical necessity of each service provided.
- D.** Assessments shall be updated as clinically appropriate when the beneficiary's condition changes. Additional information on assessment requirements can be found in **Article 3, Section II** or BHIN 23-001. Residential providers should refer to the County's current SUD Residential Authorization Policy for requirements regarding residential assessment timelines. As of the start date of this Agreement Residential treatment services must be reassessed every 30 days.

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**IV. ICD-10**

- A.** Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
- B.** Once a DSM diagnosis is determined, the Contractor shall determine the corresponding diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SUD services to receive reimbursement from County.
- C.** Under the EPSDT mandate, for youth under the age of 21, a diagnosis from the ICD-10 for Substance-Related and Addictive Disorders is not required for early intervention services.
- D.** The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by DHCS.

**V. PROBLEM LIST (NOT APPLICABLE TO NTPS)**

- A.** 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.
- B.** Contractor must document a problem list that adheres to industry standards utilizing at minimum SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, March 2021 Release, and ICD-10-CM 2023.
- C.** 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.
- D.** The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.
- E.** The problem list shall include, but is not limited to the following:
  - 1.** Diagnoses identified by a provider acting within their scope of practice, if any. Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.
  - 2.** Problems identified by a provider acting within their scope of practice, if any.
  - 3.** Problems or illnesses identified by the client and/or significant support person, if any.
  - 4.** The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.
- F.** Contractor shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.
- G.** 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.

**VI. PROGRESS NOTES**

- A.** Contractor shall create progress notes for the provision of all DMC-ODS services provided under this Agreement.
- B.** Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
- C.** Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or group service, and shall include:
  - 1.** The type of service rendered
  - 2.** A narrative describing the service, including how the service addressed the client’s behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors)
  - 3.** The date that the service was provided to the beneficiary
  - 4.** Duration of the service, including travel and documentation time
  - 5.** Location of the client at the time of receiving the service
  - 6.** A typed or legibly printed name, signature of the service provider and date of signature
  - 7.** ICD-10 code
  - 8.** Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code
  - 9.** 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.
  - 10.** NTPs are not impacted by the documentation requirements in BHIN 22-019. NTPs shall continue to comply with federal and state regulations regarding plans of care and documentation requirements.
- D.** 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.
- E.** Contractor shall complete a daily progress note for services that are billed on a daily basis, such as residential and inpatient services, if applicable.
- F.** When a group service is rendered by the Contractor, the following conditions shall be met in addition to progress note requirements as outlined above:
  - 1.** A list of participants is required to be documented and maintained by the Contractor.
  - 2.** 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.

**VII. PLAN OF CARE**

- A.** Contractor is not required to complete a plan of care for clients under this Agreement, except in the below circumstances:
  - 1.** Peer Support Services must be based on an approved Plan of Care. The plan of care shall be documented within the progress notes in the client’s clinical record and approved by any treating provider who can render reimbursable Medi-Cal services.
  - 2.** NTPs are required to create a plan of care for clients as per federal law. This requirement is not impacted by the documentation requirements in BHIN 22-019. NTPs shall continue to comply with federal and state regulations regarding plans of care and documentation requirements.
  - 3.** For SABG Funded services See Attachment 2 HHSa SABG Standards Policy and Procedure 6-1-002, effective July 1, 2018 available to the Contractor as provided herein and incorporated by this reference.]
  - 4. a.** The plan of care (treatment plan) shall be developed with the client within 30 days of admission and include:
    - i.** Statement of all problems identified through the assessment whether addressed or deferred.
    - ii.** Goals to address each problem statement (except when deferred).
    - iii.** Statement of actions to meet the goals that include who is responsible for the action and the target date for completion
    - iv.** Signature of primary counselor and client.
  - b.** The plan shall be reviewed periodically and updated to accurately reflect the client’s progress or lack of progress in treatment
  - c.** Progress notes shall document the client’s progress towards completion of activities and achievement of goals on the treatment plan.

**VIII. TELEHEALTH**

- A.** 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, available in the DHCS Telehealth Resources page at: <https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx>.
- B.** All telehealth equipment and service locations must ensure that client confidentiality is maintained.
- C.** Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice (except initial assessments which cannot be provided by telephone).
- D.** 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

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health care services and consent must include all elements as specified in BHIN 23-018. Providers must explain to clients they have the right at any time to decline services provided by telehealth and elect in-person services.

- E.** 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.
- F.** As of January 1, 2024, all DMC-ODS providers must offer the same services in person that they offer by telehealth means.

**IX. DISCHARGE PLANNING**

- A.** Contractor shall have written policies and procedures regarding discharge. These procedures shall contain the following:
  - 1.** Written criteria for discharge defining:
    - a.** Successful completion of program;
    - b.** Administrative discharge;
    - c.** Involuntary discharge;
    - d.** Transfers and referrals.
- B.** For the discharge requirements for SABG funded clients, see **Attachment 2** HHSA SABG Standards Policy and Procedure 6-1-002 available to the Contractor as provided herein and incorporated by this reference.
- C.** For the discharge requirements for perinatal clients, see **Attachment 1** Department of Health Care Services-SABG Perinatal Guidelines available to the Contractor as provided herein and incorporated by this reference.]
- D.** See also any requirements in **Exhibit A** regarding the Discharge Services.

**[END ARTICLE 4]**

## ARTICLE 5. RECORDS

- I. Records include but are not limited to fiscal and client records including all physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement, such as working papers, reports, financial records, documents of account, client grievance and appeal records, the data information and documents specified in Title 42 of the Code of Federal Regulations sections 438.604, 438.606, 438.608, and 438.610, patient healthcare records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.
- II. Contractor shall maintain adequate fiscal records relating to all services provided and claims made pursuant to this Agreement. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed and invoiced, audit work papers, beneficiary eligibility determination, and the fees charged to and collected from beneficiaries. Contractor shall comply with all applicable federal and state requirements as to retaining financial records and shall be maintained in conformance with standard procedures and accounting principles.
- III. Contractor shall retain all fiscal records for a minimum of ten (10) years from the term end date of the State contract under which this Agreement is funded or in the event the County has been notified that an audit or investigation of the State Contract, until the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, or until final settlement, whichever is later.
- IV. Contractor shall also maintain adequate patient healthcare records for each client ("client records") in sufficient detail to permit an evaluation of services, which shall include, but are not limited to: intake/admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, problem lists, treatment plans, records of client interviews, client grievance and appeal records, and records of all services provided. Such client records shall also comply with all applicable federal, state, and County record retention requirements. If applicable, Contractor shall comply with federal, state, and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide clients with access to their healthcare records in compliance with all applicable federal, state, and County regulations.
- V. All client records shall be kept for whichever time period listed below is longer:
  - A. ten (10) years from the term end date of the State Contract under which Agreement is funded or;
  - B. in the event the County has been notified that an audit or investigation of the State Contract, until the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs; or
  - C. ten (10) years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or
  - D. until the client's 28th birthday, if the client was treated and discharged while they were a minor; or
  - E. if the client was pregnant at the time of treatment, client records shall be maintained for 25 years from last date of treatment while pregnant. If the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. If the last day of treatment while pregnant cannot be ascertained from the client records, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.

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- VI.** If Contractor ceases to provide the services required by this Agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of all records within seven calendar days of such end date. If applicable, electronic health care records shall be made available to the County in an electronic format readable by the County.
- VII.** See **Article 6 and Article 7** for requirements regarding access to records.
- VIII.** All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.
- IX.** Contractor shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records by County staff.
- X.** Contractor shall comply with **Article 14** any applicable County, state or federal regulations regarding the confidentiality, privacy and security of client records including the relinquishing or maintenance of PHI or other protected information.

**[END ARTICLE 5]**

## **ARTICLE 6. RIGHT TO MONITOR/AUDIT**

- I.** County, including a department, division or appointee thereof, DHCS, CMS, United States Department of Health and Human Services (US DHHS), including the Office of the Inspector General (OIG), the Comptroller General of the United States, the California State Auditor General and any other authorized federal and state agencies, and/or their duly authorized designees (“Monitors/Auditors”) shall have absolute right to inspect, monitor, and audit Contractor’s performance under this Agreement.
- II.** Contractor shall maintain and make all records, books, papers, documents, corporate minutes, financial records, staff information, client records, other pertinent items available as requested. Full cooperation shall be given by the Contractor to facilitate any review, inspection, monitoring, or audit conducted, according to this Agreement. Contractor shall make all of its employees, premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination, or copying by Monitors/Auditors, including access to any employees who might reasonably have information related to Contractor’s performance under this Agreement.
- III.** This right to inspect, monitor, and audit will exist for at least ten (10) years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. [42 CFR §438.230(c)(3)(I)-(ii)]. The Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract [See Cal. Govt. Code §8546.7.]
- IV.** Contractor shall provide Monitors/Auditors with all reasonable facilities and assistance for the safety and convenience of the Auditors in the performance of their duties.
- V.** Monitors/Auditors may inspect, monitor, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk. The inspection shall occur at the Contractor’s place of business, premises or physical facilities [42 CFR §438.230(c)(3)(iv)]. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of County or authorized federal and state agencies.
- VI.** Any failure or refusal by Contractor to permit access to any employees, premises, physical facilities, equipment, books, records, documents, contracts, computers, other electronic systems, or other information required to be provided to the Monitors/Auditors shall constitute an express and immediate breach of this Agreement.
- VII.** Contractor shall notify County of any scheduled or unscheduled external inspection, evaluation, monitoring, and audit when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.
- VIII.** This Article shall survive the termination or completion of this Agreement for the full period of time allowed by law.

**[END ARTICLE 6]**

## **ARTICLE 7. PROGRAM EVALUATION**

### **I. PROGRAM EVALUATION ACTIVITIES CONDUCTED BY THE COUNTY**

- A.** In addition to the inspection, monitoring and auditing provisions of Article 6, County will conduct monitoring and oversight activities to review the Contractor's SUD programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to DMC-ODS as established in BHIN 23-001, in compliance with the applicable state and federal laws and regulations, and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements. [See 42 CFR §438.66 and as applicable with 42 CFR §§438.604, 438.606, 438.608, 438.610, 438.230, 438.808, 438.900 et seq.]
- B.** County reserves the right to place Contractor on probationary status should Contractor fail to meet performance requirements, which includes, but is not limited to, violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.
- C.** County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when any Monitors/Auditor determines Contractor has not performed satisfactorily
- D.** Contractor shall cooperate with County in the implementation, evaluation, monitoring and auditing of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from the Contractor to ensure compliance with laws, regulations, and requirements, as applicable.
- E.** See also Article 5 and Article 6.

### **II. PROGRAM EVALUATION ACTIVITIES CONDUCTED BY THE CONTRACTOR**

- A.** Contractors shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include at a minimum a system for verifying that all services provided and claimed for reimbursement shall meet DMC-ODS definitions and be documented accurately.
- B.** [Add any additional County specific requirements related to Quality Assurance Internal Auditing.]
- C.** Contractor shall provide County with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County in a timely manner.

### **III. CONFIDENTIALITY IN THE PROGRAM EVALUATION ACTIVITIES**

- A.** Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA, Title 42 of the Code of Federal Regulations Part 2, and California Welfare and Institutions Code section 5328, to the extent that these requirements

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are applicable. Contractor shall inform all of its officers, employees and agents of the confidentiality provisions of all applicable statutes.

- B.** Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.
- C.** Contractor's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner.
- D.** See also Article 14.

#### **IV. CHART AUDITING/RECOUPMENT**

- A.** County will conduct periodic audits of Contractor charts to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.
- B.** Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:
  - 1.** Identification of Fraud, Waste or Abuse as defined in federal regulation.
    - a.** Fraud and abuse are defined in Title 42 of the Code of Federal Regulations section 455.2 and California Welfare and Institutions Code section 14107.11 (d).
    - b.** Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at:  
[www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf](http://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf).
    - c.** Add Cal False Claims
  - 2.** Overpayment of Contractor by County due to errors in claiming or documentation.
- C.** Contractor shall reimburse County for all overpayments identified by Contractor, County and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.
- D.** See also Exhibit B-1.

**[END ARTICLE 7]**

**ARTICLE 8. CLIENT PROTECTIONS**

**I. CLIENTS' RIGHTS**

Contractor shall take all appropriate steps to fully protect clients' rights, as specified in California Welfare and Institutions Code sections 5325 et seq; Title 9 of the California Code of Regulations sections 862, 883, and 884; Title 22 of the California Code of Regulations, sections 72453 and 72527; and 42 CFR section 438.100.

**II. GRIEVANCES, APPEALS, AND NOTICES OF ADVERSE BENEFIT DETERMINATION**

- A.** Contractor shall be responsible for processing any client grievances (as defined per Title 42 of the Code of Federal Regulations Part 438, section 438.400) that are directly expressed to the contractor, unless the client requests it be processed by the County or the nature of the grievance makes it more appropriately processed by the County. When processing client grievances, Contractor shall follow all requirements, including requirements to report to DHCS and Yolo County Quality Management, as set forth in the County's governing beneficiary protections policy and procedures.
- B.** Contractor shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
- C.** Aligned with Mental Health and Substance Use Disorder Services Information Notice (MHSUDS IN) 18-010E and per Title 42 of the Code of Federal Regulations Part 438, section 438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractors within the specified timeframes using the template provided by County.
- D.** Contractors are responsible for issuing the following types of NOABDs directly to beneficiaries: Denial Notices, Termination Notices, Timely Access Notices, and NOABD Grievance and Appeal Timely Resolution Notices (as they relate to grievances made directly with the Contractor) in alignment with the County's governing beneficiary protections policy and procedures, MHSUDS 18-010E and per Title 42 of the Code of Federal Regulations Part 438, section 438.404.
- E.** NOABDs must be issued to clients anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and County.
- F.** Procedures and timeframes for responding to grievances, issuing, and responding to adverse benefit determinations, appeals, and state hearings must be followed as per Title 42 of the Code of Federal Regulations Part 438, Subpart F [42 CFR §§438.400 – 438.424.]
- G.** Contractor must provide clients with any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
- H.** Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to County and available upon request to DHCS.

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**III. ADVANCE DIRECTIVES**

Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of Title 42 of the Code of Federal Regulations sections 422.128 and 438.6(i)(1), 438.6(i)(3) and 438.6(i)(4).

**IV. TRANSITIONS OF CARE**

- A.** Contractor shall follow County’s transition of care policy in accordance with applicable state and federal regulations, MHSUDS IN 18-051: DMC-ODS Transition of Care Policy, and any BHINs issued by DHCS for parity in SUD and mental health benefits subsequent to the effective date of this Agreement [42 CFR §438.62(b)(1)-(2).]
- B.** Clients shall be allowed to continue receiving covered DMC-ODS services with an out-of-network provider when their assessment determines that, in the absence of continued services, the client would suffer serious detriment to their health or be at risk of hospitalization or institutionalization. DMC-ODS treatment services with the existing provider (out-of-network) provider shall continue for a period of no more than 90 days unless medical necessity requires the services to continue for a longer period of time, not exceeding 12 months. Specific criteria must be met.

**V. ADVERTISING REQUIREMENTS**

- A.** Contractor, to protect the health, safety, and welfare of clients with a SUD, shall not use false or misleading advertisement for their medical treatment or medical services as per SB 434 Health and Safety Code §11831.9 and BHIN 22-022.
- B.** Licensed SUD recovery or treatment facilities and certified alcohol or other drug programs shall not do any of the following:
  - 1.** Make a false or misleading statement or provide false or misleading information about the entity’s products, goods, services, or geographical locations in its marketing, advertising materials, or media, or on its internet website or on a third-party internet website.
  - 2.** Include on its internet website a picture, description, staff information, or the location of an entity, along with false contact information that surreptitiously directs the reader to a business that does not have a contract with the entity.
  - 3.** Include on its internet website false information or an electronic link that provides false information or surreptitiously directs the reader to another internet website.
- C.** Contractor shall comply with these requirements and any subsequent regulations around advertising requirements for SUD recovery or treatment facilities issued by DHCS.

**[END ARTICLE 8]**

**ARTICLE 9. PROGRAM INTEGRITY**

**I. GENERALLY**

As a condition of receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of Title 42 of the Code of Federal Regulations Part 438 sections 438.604, 438.606, 438.608 and 438.610. [See 42 CFR §438.600 (b).]

**II. ASAM STANDARDS OF CARE**

- A. In accordance with Health and Safety Code §111834.015, DHCS has adopted the ASAM treatment criteria, or other equivalent evidenced based criteria as the minimum standard of care for AOD facilities.
- B. For this Agreement and subsequential services, Contractor shall adopt ASAM as the evidenced based practice standard for LOC.
- C. 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:
  - 1. ASAM Module I- Multidimensional Assessment
  - 2. ASAM Module II- From Assessment to Service Planning and Level of Care
  - 3. ASAM Module III-Introduction to the ASAM Criteria

**III. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS**

- A. Contractors must follow the uniform process for credentialing and recredentialing of network providers established by County, including disciplinary actions such reducing, suspending, or terminating provider’s privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.
- B. Upon request, the Contractor must demonstrate to County that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified.
- C. Contractor must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as “Excluded”) from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in Title 42 of the Code of Federal Regulations section 438.610. See relevant section below regarding specific requirements for exclusion monitoring.
- D. Contractors shall ensure that all of their network providers, delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:
  - 1. Any limitations or inabilities that affect the provider’s ability to perform any of the position’s essential functions, with or without accommodation;
  - 2. A history of loss of license or felony convictions;
  - 3. A history of loss or limitation of privileges or disciplinary activity;

4. A lack of present illegal drug use; and
  5. The application's accuracy and completeness
- E.** Contractor must file and keep track of attestation statements for all of their providers and must make those available to County upon request at any time.
- F.** Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all their rendering providers are credentialed as per established guidelines.
- G.** Contractor is required to verify and document at a minimum every three (3) years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per County's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.

#### **IV. SCREENING AND ENROLLMENT REQUIREMENTS**

- A.** County shall ensure that all Contractor providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of Title 42 of the Code of Federal Regulations Part 455, subparts B and E. [42 CFR §438.608(b).]
- B.** County may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of Contractor, of up to 120 days but must terminate this Agreement immediately upon determination that Contractor cannot be enrolled, or the expiration of one 120-day period without enrollment of the Contractor, and notify affected clients [42 CFR §438.602(b)(2).]
- C.** Contractor shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and Title 42 of the Code of Federal Regulations section 455.434(a). Contractor shall provide evidence of completed consents when requested by County, DHCS or the US DHHS.

#### **V. COMPLIANCE PROGRAM REQUIREMENTS**

- A.** Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per Title 42 of the Code of Federal Regulations section 438.608(a)(1), that must include:
1. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Agreement, and all applicable federal and state requirements.
  2. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
  3. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.
  4. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.

5. Effective lines of communication between the Compliance Officer and the organization's employees.
  6. Enforcement of standards through well-publicized disciplinary guidelines.
  7. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence, and ongoing compliance with the requirements under the Agreement.
  8. The requirement for prompt reporting and repayment of any overpayments identified.
- B.** Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to County including but not limited to:
1. Any potential fraud, waste, or abuse per Title 42 of the Code of Federal Regulations sections 438.608(a), (a)(7) and Cal. Govt. Code Section 12650 et seq.
  2. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per Title 42 of the Code of Federal Regulations sections 438.608(a), (a)(2).
  3. Information about change in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per Title 42 of the Code of Federal Regulations section 438.608(a)(3).
  4. Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per Title 42 of the Code of Federal Regulations section 438.608 (a)(6).
- C.** Contractor shall implement written policies that provide detailed information about the False Claims Act and other federal and state Laws described in section 1902(a)(68) of the False Claims Act, including information about rights of employees to be protected as whistleblowers.
- D.** Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.
- E.** County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with Title 42 of the Code of Federal Regulations section 455.23. [42 CFR §438.608 (a)(8).]
- F.** Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to County within 60 calendar days after the date on which the overpayment was identified. [42 CFR §438.608 (a)(2), (c)(3).]

**VI. INTEGRITY DISCLOSURES**

- A.** Contractor shall provide information on ownership and controlling interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes in the form and manner requested by County, by the Effective Date, each time the Agreement is renewed and

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within 35 days of any change in ownership or controlling interest of Contractor. [42 CFR §§455.104, 455.105, and 455.106.]

- B.** Upon the execution of this Agreement, Contractor shall furnish County a Provider Disclosure Statement, which, upon receipt by County, shall be kept on file with County and may be disclosed to DHCS. If there are any changes to the information disclosed in the Provider Disclosure Statement, an updated statement should be completed and submitted to County within 35 days of the change. [42 CFR §455.104.]
- C.** Contractor must disclose the following information as requested in the Provider Disclosure Statement:
- 1.** Disclosure of 5% or More Ownership Interest:
    - a.** In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security Number must be disclosed.
    - b.** In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.
    - c.** For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.
    - d.** For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Agreement. [42 CFR §455.434.]
  - 2.** Disclosures Related to Business Transactions:
    - a.** The ownership of any subcontractor with whom Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.
    - b.** Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request. [42 CFR §455.105(b).]
  - 3.** Disclosures Related to Persons Convicted of Crimes:
    - a.** The identity of any person who has an ownership or control interest in the Contractor or is an agent or managing employee of the Contractor who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. [42 CFR §455.106.]
    - b.** County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.

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- D. Contractor must provide disclosure upon execution of this Agreement, extension for renewal, and within 35 days after any change in Contractor ownership or upon request of County. County may refuse to enter into an Agreement or terminate an existing Agreement with a Contractor if the Contractor fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if the Contractor did not fully and accurately make the disclosure as required.
- E. Contractor must provide County with written disclosure of any prohibited affiliations under 42 CFR §438.610. Contractor must not employ or subcontract with providers or have other relationships with providers Excluded from participating in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 CFR §438.610.
- F. All disclosure required under this section shall be emailed to: [HHSA.BHCompliance@yolocounty.org](mailto:HHSA.BHCompliance@yolocounty.org) and [HHSAQualityManagement@yolocounty.org](mailto:HHSAQualityManagement@yolocounty.org).

**VII. CERTIFICATION OF NON-EXCLUSION OR SUSPENSION FROM PARTICIPATION IN A FEDERAL HEALTHCARE PROGRAM**

- A. Prior to the effective date of this Agreement, the Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either section 1128 or 1128A of the Social Security Act. Failure to certify will render all provisions of this Agreement null and void and may result in the immediate termination of the Agreement.
- B. Contractor shall certify, prior to the Effective Date of this Agreement, that the Contractor does not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in Title 42 of the Code of Federal Regulations section 438.610. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and provide evidence of these completed searches when requested by County, DHCS or the US DHHS:
  - 1. [www.oig.hhs.gov/exclusions](http://www.oig.hhs.gov/exclusions) - LEIE Federal Exclusions
  - 2. [www.sam.gov/portal/SAM](http://www.sam.gov/portal/SAM) - GSA Exclusions Extract
  - 3. [www.Medi-Cal.ca.gov](http://www.Medi-Cal.ca.gov) - Suspended & Ineligible Provider List
  - 4. <https://nppes.cms.hhs.gov/#/> - National Plan and Provider Enumeration System (NPPES)
  - 5. any other database required by DHCS or DHHS.
- C. Contractor shall certify, prior to the execution of the Agreement, that Contractor does not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by County, DHCS or the US DHHS.
  - I. <https://www.ssdmf.com/> - Social Security Death Master File
- D. Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.
- E. Contractor shall screen and revalidate annually all network providers in accordance with the requirements of Title 42 of the Code of Federal Regulations Part 455, Subparts B and E.

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- F.** Contractor must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPPES, the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of Title 42 of the Code of Federal Regulations section 455.436.
- G.** If a Contractor finds a provider that is Excluded, it must promptly notify County as per Title 42 of the Code of Federal Regulations section 438.608(a)(2), (4). Contractor shall not certify or pay any Excluded provider with Medi-Cal funds, must treat any payments made to an Excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

**[END ARTICLE 9]**

## **ARTICLE 10. QUALITY IMPROVEMENT PROGRAM**

### **I. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION**

- A.** Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program [42 C.F.R. §438.330(a)] and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.
- B.** Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by County in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Contractor shall measure, monitor, and annually report to County its performance.
- C.** Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. Contractor shall assess client/family satisfaction by:
  - 1.** Surveying client/family satisfaction with the Contractor's services at least annually.
  - 2.** Evaluating client grievances, appeals and State Hearings at least annually.
  - 3.** Evaluating requests to change persons providing services at least annually.
  - 4.** Informing County and its clients of the results of client/family satisfaction activities.
- D.** Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.
- E.** Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with County.
- F.** Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- G.** Contractor shall attend and participate in County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
- H.** Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- I.** Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Agreement, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. [42 CFR §§438.350(a) and 438.320.]

## **II. NETWORK ADEQUACY**

- A.** Contractor shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. [42 CFR §438.206 (a) & (c).]
- B.** Contractor shall submit, when requested by County and in a manner and format determined by County, network adequacy certification information to County, utilizing a provided template or other designated format.
- C.** Contractor shall submit updated network adequacy information to County any time there has been a significant change that would affect the adequacy and capacity of services and as requested by County. Significant changes include, but are not limited to, changes in services or providers available to clients, and changes in geographic service area.

## **III. TIMELY ACCESS**

- A.** Contractor shall comply with the requirements set forth in Title 9 of the California Code of Regulations section 1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of the need for services. County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.
- B.** Timely access standards include:
  - 1.** Contractors must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the Contractor offers services to non-Medi-Cal clients. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the Agreement or another County.
  - 2.** Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to County on a monthly basis in a format specified by County. Appointments' data should be submitted to County's Quality Management department or other designated persons.
  - 3.** Contractor shall ensure that all clients seeking NTP services are provided with an appointment within three business days of a service request.
  - 4.** Contractor shall ensure that all clients seeking outpatient and intensive outpatient (non-NTP) services are provided with an appointment within 10 business days of a non-NTP service request.
  - 5.** Contractor shall ensure that all clients seeking non-urgent appointments with a non-physician SUD provider are provided within 10 business days of the request for the appointment. Similarly, Contractor shall ensure that all clients seeking non-urgent follow-up appointments with a non-physician SUD provider are provided within 10 business days of the prior appointment for those undergoing a course of treatment for an ongoing SUD condition. These timely standards must be followed, except in the following circumstances:
    - a.** The referring or treating licensed health care provider, or the health professional providing triage or screening services, as applicable, has determined and noted that in the relevant record that a longer waiting time will not have a detrimental impact on the client's health.



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1. Complete written description of event including outcome;
  2. Written report of Contractor's investigation and conclusions;
  3. List of persons directly involved and/or with direct knowledge of the event.
- C. County and DHCS retain the right to independently investigate unusual occurrences and the Contractor will cooperate in the conduct of such independent investigations.

**IX. EVIDENCE BASED PRACTICES (EBPs)**

- A. Contractors will comply with County and DHCS standards related to Evidenced Based Practices (EBPs).
- B. Contractor will implement at least two of the following EBP to fidelity per provider, per service modality:
1. Motivational Interviewing
  2. Cognitive-Behavioral Services
  3. Relapse Prevention
  4. Trauma-Informed Treatment
  5. Psycho-Education

**X. DATA REPORTING REQUIREMENTS**

- A. Contractor shall comply with data reporting compliance standards as established by DHCS and/or SAMHSA depending on the specific source of funding.
- B. Contractor shall ensure that all data stored or submitted to County, DHCS or other data collection sites is accurate and complete.
1. California Outcomes Measurement System Treatment (CalOMS Tx)
    - a. All Yolo County certified SUD treatment providers, regardless of DMC certification status, must enter required CalOMS Tx data AVATAR, monthly.
    - b. Yolo County Certified providers shall complete and submit this report in AVATAR within fifteen (15) days after the completion of the month in which services have been rendered.
    - c. Certified providers outside of Yolo County shall complete and submit this report in accordance with the State's requirements and this compliance with the requirement of the county in which they operate.
    - d. All certified providers shall adhere to the County's Policies and Procedures in completing and submitting this report. The County's Policies and Procedures are available at: <http://insideyolo.yolocounty.org/index.aspx?page=181>
    - e. CalOMS Tx data shall be submitted by Contractor to DHCS via electronic submission within 45 days from the end of the last day of the report month. This data shall be submitted during this time frame.
  2. Drug and Alcohol Treatment Access Report (DATAR)



**ARTICLE 11. ORIENTATION, TRAINING AND TECHNICAL ASSISTANCE**

- I.** County will endeavor to provide Contractor with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the Agreement and (b) conduct the quality management activities called for by the Agreement.
- II.** County will provide the Contractor with all applicable standards for the delivery and accurate documentation of services.
- III.** County will make ongoing technical assistance available in the form of direct consultation to Contractor upon Contractor's request to the extent that County has capacity and capability to provide this assistance. In doing so, County is not relieving Contractor of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this Agreement.
- IV.** Any requests for technical assistance by Contractor regarding any part of this Agreement shall be directed to County's designated contract monitor.
- V.** Contractor shall require all new employees in positions designated as "covered individuals" to complete compliance training within the first 30 days of their first day of work. Contractor shall require all covered individuals to attend, at minimum, one compliance training annually.
  - A.** These trainings shall be conducted by County or, at County's discretion, by Contractor staff, or both, and may address any standards contained in this Agreement.
  - B.** Covered individuals who are subject to this training are any Contractor staff who have or will have responsibility for, or who supervises any staff who have responsibility for, ordering, prescribing, providing, or documenting client care or medical items or services.
- VI.** Contractor shall require that physicians receive a minimum of five hours of continuing medical education related to addiction medicine each year.
- VII.** Contractor shall require that professional staff (LPHAs) receive a minimum of five hours of continuing education related to addiction medicine each year.
- VIII.** Contractor shall require that all personnel who provide Withdrawal Management (WM) services or who monitor or supervise the provision of such services meet additional training requirements set forth in BHIN 21-002 and its accompanying exhibits.

**[END ARTICLE 11]**

## **ARTICLE 12. FINANCIAL TERMS**

### **I. CLAIMING/INVOICING -See Exhibit B-1 and Exhibit B-2.**

### **II. ADDITIONAL FINANCIAL REQUIREMENTS**

- A.** County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations. See also Article 5, Article 6 and Article 7 of this Agreement.
- B.** Contractor must comply with the False Claims Act employee training and policy requirements set forth in Title 42 of the United States Code section 1396a(a)(68) and as the Secretary of the US DHHS may specify.
- C.** Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.
- D.** Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when County failed to suspend payments during an investigation of a credible allegation of fraud [42 USC §1396b(i)(2).]

### **III. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS**

- A.** Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.
- B.** Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.

### **IV. FINANCIAL AUDIT REPORTING REQUIREMENTS**

- A.** Contractor shall submit audited financial reports from an independent Certified Public Accountant (CPA) firm on an annual basis to County due by June 30th. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. Audited financial reports shall be submitted via email to: [HHSA-BHClaims@yolocounty.org](mailto:HHSA-BHClaims@yolocounty.org).
- B.** If County determines that Contractor is a “subrecipient” (also known as a “pass-through entity”) as defined in Title 2 of the Code of Federal section 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in Title 2 of the Code of Federal section 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.
- C.** Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through County. County programs must be identified by

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Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

- D.** Contractor shall provide these Audited Financial Reports including all attachments to the report, the management letter, and corresponding response by June 30, if the Agreement expires or terminates on June 30. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination within 45 days of the expiration or termination unless otherwise specified by the Director.
- E.** Contractor must submit any required corrective action plan to County simultaneously with the audit report or as soon thereafter as it is available. County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.
- F.** Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings. Method of Repayment is detailed in Exhibit B-1.

**[END ARTICLE 12]**

**ARTICLE 13. ADDITIONAL FINAL RULE PROVISIONS**

**I. NON-DISCRIMINATION**

- A.** Contractor shall not discriminate against Medi-Cal eligible individuals in its County who require an assessment or meet medical necessity criteria for DMC-ODS in the provision of SUD services because of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability as consistent with the requirements of applicable federal laws, such as Title 42 of the Code of Federal sections §438.3(d)(3) and (4), the provisions of the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973; and applicable state law such as the California Fair Employment and Housing Act [Cal. Govt. Code, Section 12900 et seq.], and the applicable regulations promulgated thereunder [2 CCR §§7285 et seq]); and BHIN 22-060 Enclosure 4.
- B.** Contractor shall take affirmative action to ensure that services to intended Medi-Cal clients are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.

**II. PHYSICAL ACCESSIBILITY**

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

**III. APPLICABLE FEES**

- A.** Contractor shall not charge any clients or third-party payers any fee for service unless directed to do so by the Director at the time the client is referred for services. When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by DHCS.
- B.** Contractor will perform eligibility and financial determinations for each beneficiary prior to rendering services in accordance with the Drug Medi-Cal Billing Manual, unless directed otherwise by the Director.
- C.** Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the client or persons acting on behalf of the client for any SUD or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments [9 CCR § 1810.365(c).]
- D.** The Contractor must not bill clients, for covered services, any amount greater than would be owed if the County provided the services directly as per and otherwise not bill client as set forth in Title 42 of the Code of Federal Regulations section 438.106.

**IV. CULTURAL COMPETENCE**

All services, policies and procedures must be culturally and linguistically appropriate. Contractor must participate in the implementation of the most recent Cultural Competency Plan for County and shall adhere to all cultural competency standards and requirements. Contractor shall participate in County's efforts to promote the delivery of services in a culturally competent and equitable manner to all clients,

including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity.

**V. CLIENT INFORMING MATERIALS**

**A. Basic Information Requirements**

1. Contractor shall provide information in a manner and format that is easily understood and readily accessible to clients. [42 CFR §438.10(c)(1).] Contractor shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with Title 42 of the Code of Federal Regulations section 438.10(d)(6). Contractor shall inform clients that information is available in alternate formats and how to access those formats in compliance with Title 42 of the Code of Federal Regulations section 438.10.
2. Contractor shall provide the required information in this section to each client receiving SUD services under this Agreement and upon request.
3. Contractor shall utilize County's website that provides the content required in this section and Title 42 of the Code of Federal Regulations section 438.10 and complies with all the requirements regarding the same set forth in Title 42 of the Code of Federal Regulations section 438.10.
4. Contractor shall use DHCS/County developed model beneficiary handbook and client notices. [42 CFR §§438.10(c)(4)(ii), 438.62(b)(3).]
5. Client information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
  - a. The format is readily accessible;
  - b. The information is placed in a location on the Contractor's website that is prominent and readily accessible;
  - c. The information is provided in an electronic form which can be electronically retained and printed;
  - d. The information is consistent with the content and language requirements of this Agreement;
  - e. The client is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within five business days. [42 CFR §438.10(c)(6).]

**B. Language and Format**

1. Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. [42 CFR §438.10(d)(6)(ii).]
2. Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.
3. Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial

and termination notices, and the Contractor's SUD health education materials, available in the prevalent non-English languages in County. [42 CFR §438.10(d)(3).]

- a. Contractor shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. [See 42 CFR §438.10(d)(5)(i), (iii); Calif. Welf. & Instit. Code §14727(a)(1); 9 CCR §1810.410(e)(4).]
4. Contractor shall make auxiliary aids and services available upon request and free of charge to each client. [42 CFR §438.10(d)(3)- (4).]
5. Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 CFR §438.10(d)(2), (4)-(5).
6. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

**C. Beneficiary Informing Materials**

1. 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:
  - a. County DMC-ODS Beneficiary Handbook (BHIN 22-060)
  - b. Provider Directory
  - c. DMC-ODS Formulary
  - d. Advance Health Care Directive Form (required for adult clients only)
  - e. Notice of Language Assistance Services available upon request at no cost to the client
  - f. Language Taglines
  - g. Grievance/Appeal Process and Form
  - h. Notice of Privacy Practices
  - i. EPSDT poster (if serving clients under the age of 21)
2. 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.
3. 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 as per BHIN 22-060.
4. 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.
5. 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.

6. Informing materials will be considered provided to the client if Contractor does one or more of the following:
  - a. Mails a printed copy of the information to the client's mailing address before the client first receives a SUD service;
  - b. Mails a printed copy of the information upon the client's request to the client's mailing address;
  - c. Provides the information by email after obtaining the client's agreement to receive the information by email;
  - d. Posts the information on the Contractor's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,
  - e. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If the Contractor provides informing materials in person, when the client first receives SUD services, the date and method of delivery shall be documented in the client's file.

#### **D. Provider Directory**

1. Contractor must follow County's provider directory policy, in compliance with MHSUDS IN 18-020.
2. Contractor must make available to clients, in paper form upon request and electronic form, specified information about its provider network as per Title 42 of the Code of Federal Regulations section 438.10(h). The most current provider directory is electronically available on County's website and is updated by 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 Title 42 of the Code of Federal Regulations section 438.10(h)(3)(i).
3. Any changes to information published in the provider directory must be reported to County within two weeks of the change.
4. Contractor will only need to report changes/updates to the provider directory for each licensed SUD service provider.

#### **E. Medication Formulary**

1. Contractor shall make available in electronic or paper form, the following information about County's formulary as outlined in Title 42 of the Code of Federal Regulations section 438.10(i):
  - a. Which medications are covered (for both generic and name brand).
  - b. What tier each medication resides on.

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2. Contractor shall inform clients about County's formulary drug lists availability in a machine-readable file and format on County's website.

**[END ARTICLE 13]**

## **ARTICLE 14. DATA, PRIVACY AND SECURITY REQUIREMENTS**

### **I. CONFIDENTIALITY AND SECURE COMMUNICATIONS**

- A.** Contractor shall comply with all applicable Federal and State laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Confidentiality of Medical Information Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
- B.** Contractor will comply with all County policies and procedures related to confidentiality, privacy, and secure communications.
- C.** Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of County, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance.
- D.** Contractor shall not use or disclose PHI or PII other than as permitted or required by law.

### **II. ELECTRONIC PRIVACY AND SECURITY**

- A.** Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
- B.** Contractor shall institute compliant password management policies and procedures, which shall include but are not limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.
- C.** Any Electronic Health Records (EHRs) maintained by Contractor that contain any PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractor that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.
- D.** If Contractor's staff will enter data into any County electronic systems, Contractor shall ensure said staff are trained prior to entering and/or maintaining data within the County's electronic systems.

### **III. BUSINESS ASSOCIATES AGREEMENT/QUALIFIED SERVICE ORGANIZATION AGREEMENT**

- A.** Contractor may perform or assist County in the performance of certain health care administrative duties that involve the use and/or disclosure of client identifying information as defined by HIPAA. For these duties, the Contractor shall be a Business Associate of County and shall comply with the applicable provisions set forth in the Business Associates/Qualified Service Organization Agreement attached hereto as **Exhibit D.**

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- B.** Contractor shall follow all requirements listed within the Business Associates/Qualified Service Organization Agreement and shall comply with all applicable County policies, state laws and regulations and federal laws pertaining to breaches of confidentiality. Contractor agrees to hold County harmless for any breaches or violations.

**[END ARTICLE 14]**

**ARTICLE 15. PERFORMANCE OUTCOMES AND OTHER REPORTS**

**I.** Contractor shall comply with all requests regarding local, state, and federal performance outcomes measurement requirements and participate in the outcomes measurement processes as requested including providing outcome measures as specified in **Exhibit E.**

**II.** Contractor shall also work collaboratively with County to develop process benchmarks and monitor progress in the following areas:

**A. Healthcare Effectiveness Data and Information Set (HEDIS®)** Contractor will collaborate with County in the collection and reporting of performance outcomes data, including data relevant HEDIS® measures, as required by DHCS. Measures relevant to this Agreement are indicated below (check all that apply):

- Follow up After Emergency Department Visit for Alcohol and Other Drug Abuse (FUA)
- Use of Pharmacotherapy for Opioid Use Disorder (POD)
- Pharmacotherapy of Opioid Use Disorder
- Initiation and Engagement of Alcohol and Other Drug Abuse or Dependence Treatment

**III.** Contractor shall submit to County the following listed reports. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

**A. Client Information Report:**

Contractor must have the ability to identify client referral sources; verify Medi-Cal eligibility for all clients served at time of intake and update as required by the County and will complete a comprehensive beneficiary assessment at time of intake.

**1. Client Information Report Details:**

- a. Admission
- b. Diagnosis
- c. Adult Medical History
- d. Demographics
- e. Financials
- f. Pregnancy Condition

**2.** Contractor shall use County provided forms for these reports. These reports are required of any new client or any change for a client. These reports are due on Tuesday following the admission of a new client or following any change.

**3.** Client information reports shall be submitted via email to: [HHSA-BHClaims@yolocounty.org](mailto:HHSA-BHClaims@yolocounty.org)

**B. Practitioner Information Report:**

**1.** A Practitioner Information Report must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel immediately upon hire or changed information.

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2. A Practitioner Information Report as shall include the following:
  - a. Practitioner Enrollment Form: available on the Yolo County website, or by request to [HSAQualityManagement@yolocounty.org](mailto:HSAQualityManagement@yolocounty.org),
  - b. Supporting Documentation: a copy of current license and NPI provider registry date printout. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>
3. The Practitioner Enrollment Form and any accompanying documentation must be submitted to Yolo County HHS, Behavioral Health Quality Management before any payments for services can be issued. Reports may be faxed to the phone number listed on the practitioner enrollment form or submitted via email to: [HSAQualityManagement@yolocounty.org](mailto:HSAQualityManagement@yolocounty.org).

**C. Annual Training Report**

This report shall summarize all training provided to Contractor's staff and all outreach training performed by Contractor's staff. Due date: July 31, following the completion of a fiscal year. Submit electronically via email to: [HSAQualityManagement@yolocounty.org](mailto:HSAQualityManagement@yolocounty.org).

**D. Aggregated Staff and Volunteer Ethnicity Survey**

An Individual Staff and Volunteer Ethnicity Survey form will be provided as a tool to accumulate data to be compiled into the aggregated report. Due date: November 30, following the completion of a fiscal year. Submit electronically via email to: [HSAQualityManagement@yolocounty.org](mailto:HSAQualityManagement@yolocounty.org).

**E. Equipment Report (See Article 2. Section XVII.)**

Due date: July 31, following the completion of a fiscal year. Submit electronically via email to: [HSA-BHClaims@yolocounty.org](mailto:HSA-BHClaims@yolocounty.org).

**F. Certified Audited Financial Reports**

Due Date: by June 30, if the Agreement expires or terminates on June 30. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination within 45 days of the expiration or termination unless otherwise specified by the Director.

**G. California Outcomes Measurement System (CalOMS) Reporting in Avatar [See Article 10]**

**H. Drug and Alcohol Treatment Access Report (DATAR ) [See Article 10]**

**I. Substance Abuse and Prevention Treatment Block Grant (SABG) Funding Report [See Article 10]**

**J.** Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement.

**[END ARTICLE 15]**

**ARTICLE 16. OTHER STATE AND FEDERAL LAWS AND REGULATIONS**

- I.** Contractor shall provide services in conformance with all applicable state and federal statutes, regulations and sub-regulatory guidance, as from time to time amended, including but not limited to the applicable provisions of:
  - A.** the State Contract, which is attached hereto as **Attachment 3** and is hereby incorporated by this reference, including provisions not specifically set forth in this Agreement.
  - B.** applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as BHINs, MHSUDS INs, and provisions of County’s state or federal contracts governing client services.
  - C.** California Code of Regulations, Title 9;
  - D.** California Code of Regulations, Title 22;
  - E.** California Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7 (commencing with section 16366.1), Federal Block Grants.
  - F.** California Government Code Title 5, Division 2, Part 1, Article 7 (commencing with section 53130), Federally Mandated Audits of Block Grant Funds allocated to local agencies.
  - G.** California Health & Safety Code (HSC), including but not limited to Division 10.5 commencing with Section 11760 and Section 11848.5(a - b).
  - H.** California Welfare and Institutions Code, Division 5 and Division 9, Sections 14000, et seq particularly 14100.2, 14021, 14021.5, 14021.51 – 14021.53, 14021.6, 14043, et seq.
  - I.** United States Code of Federal Regulations, Title 42, including but not limited to Parts 2, 438 and 455; Sections 8.1 through 8.34. Applicable provisions of title 42 CFR Part 54 and 54A, including 42 CFR Part 54 sections 54.4-54.8 (Nondiscrimination and Institutional Safeguards for Religious Providers).
  - J.** United States Code of Federal Regulations, Title 45 including but not limited to Parts 160 and 164 Health Insurance Portability and Accountability Act (HIPAA), Appendix B to Part 76 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions; Part 96, Subparts C and L, as applicable, in the expenditure of Substance Abuse Prevention and Treatment Block Grants (SAPTBG) funds.
  - K.** United States Code, Title 42 (The Public Health and Welfare), as applicable; including sections 300x-31, 300x-34, 300x-53, 300x-57, and 300x-65 and 66; Section 290 dd-2.
  - L.** Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of handicap,
  - M.** Trafficking Victims Protection Act of 2000, Section 106(g) as amended (22 USC 7104)
  - N.** Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
  - O.** Title VIII of the Civil Rights Act of 1968 [42 USC 3601 et seq.] prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

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- P.** Title IX of the Education Amendments of 1972 (regarding education and programs and activities)
- Q.** The Age Discrimination Act of 1975 [45 CFR Part 90), as amended [42 USC Sections 6101-6107), which prohibits discrimination on the basis of age.
- R.** The Age Discrimination in Employment Act (29 CFR Part 1625).
- S.** Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- T.** Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- U.** Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- V.** Balanced Budget Act of 1997;
- W.** Yolo County Fiscal Accounting Handbook, revised 2014.
- X.** Cost Principles published by the Federal Office of Management and Budget (OMB) including:
  - 1.** A-110: Office Management and Budget Circular Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
  - 2.** A-122: Cost Principles for Non-Profit Organizations
  - 3.** A-128: Audits of State and Local Government
  - 4.** A-133: Audit of Institutions of Higher Learning and Other Non-Profit Institutions and The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501 – 7507)
- Y.** Block Grant [Public Law 102-321 [42 USC commencing at section 101). Public Law 97-35, Omnibus Budget Reconciliation Act of 1981.
- Z.** United States Code of Federal Regulations, Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
- AA.** The Hatch Act (Title 5 USC, Sections 1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- BB.** Executive Order 13166 (67 FR 41455) to improve access to Federal services for those with limited English proficiency,
- CC.** The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- DD.** The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- EE.** Title II, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- FF.** County has implemented policies and procedures relating to Charitable Choice, as necessary to comply with the provisions of Title 42, CFR Part 54. Under Part 54 counties are required to:
  - 1.** Identify religious providers.

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2. Incorporate the applicable Part 54 requirements into county/provider contracts, including a notice to clients.
  3. Monitor religious providers for compliance with Part 54.
  4. Establish a referral process, to a reasonably accessible program, for clients who may object to the religious nature of the program. Such process must include a notice to the county and the funding of alternative services.
- GG.** Executive Order 11246 [42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- HH.** Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Agreement or terminate all, or any type, of funding provided hereafter

## **II. ADDITIONAL REQUIREMENTS FOR FEDERALLY FUNDED AGREEMENTS**

### **A. No Obligation by the Federal Government.**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liability to County, Contractor, or any other party pertaining to any matter resulting from this Agreement.

### **B. Clean Air Act**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et. Seq.
2. The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to DHCS, CMS, SAMSHA, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by CMS or SAMSHA.

### **C. Federal Water Pollution Control Act**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. Seq.
2. The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to DHCS, CMS, SAMSHA, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole.

## **III. ONGOING CONFORMANCE**

In the event any law, regulation, or guidance referred to above or throughout this Agreement, is amended during the term of this Agreement, the Parties agree to comply with the amended authority as of the effective date of such amendment without amending this Agreement.

**[END ARTICLE 16]**

**ARTICLE 17. ADDITIONAL REQUIREMENTS FOR SUBSTANCE ABUSE PREVENTION AND TREATMENT BLOCK GRANT (SABG) PROGRAM**

**I. ADDITIONAL RESTRICTIONS**

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.

**II. HATCH ACT.**

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

**III. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS**

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

**IV. NONCOMPLIANCE WITH REPORTING REQUIREMENTS**

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, in accordance to the State and County SABG contract.

**V. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES**

None of the SABG funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

**VI. DEBARMENT AND SUSPENSION**

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

**VII. RESTRICTIONS ON DISTRIBUTION OF STERILE NEEDLES**

No SABG funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

### **VIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

All work performed under this Agreement is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. See Article 14 and Exhibit F for additional information.

### **IX. TRADING PARTNER REQUIREMENTS**

#### **A. No Changes**

Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation [45 CFR 162.915 (a)].

#### **B. No Additions**

Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation [45 CFR 162.915 (b)].

#### **C. No Unauthorized Uses**

Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications [45 CFR 162.915 (c)].

#### **D. No Changes to Meaning or Intent**

Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification [45 CFR 162.915 (d)].

1. Concurrence for Test Modifications to HHS Transaction Standards Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards.
2. If this occurs, Contractor agrees that it will participate in such test modifications.

#### **E. Adequate Testing**

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

#### **F. Deficiencies**

Contractor agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

#### **G. Code Set Retention**

Both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

#### **H. Data Transmission Log**

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Agreement. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

#### **I. Nondiscrimination and Institutional Safeguards for Religious Providers**

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54.

#### **J. Counselor Certification**

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR Title 9, Division 4, Chapter 8.

#### **K. Cultural and Linguistic Proficiency**

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards.

#### **L. Intravenous Drug Use (IVDU) Treatment**

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment [42 USC 300x-23 [45 CFR 96.126(e)].

#### **M. Tuberculosis Treatment**

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

#### **J. Trafficking Victims Protection Act of 2000**

Contractor shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

#### **K. Tribal Communities and Organizations**

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being

reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

**L. Participation of County Behavioral Health Director’s Association of California**

1. The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director’s Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.
2. The County AOD Program Administrator shall attend any special meetings called by the Directors of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director’s Association of California.

**M. Adolescent Best Practice Guidelines**

Contractor must comply with the guidelines incorporated by this reference, “Adolescent Best Practice Guidelines,” in developing and implementing youth treatment programs funded under SABG, until new Adolescent Best Practice Guidelines are established and adopted. No formal amendment of this Agreement is required for new guidelines to be incorporated into this Agreement.

**N. Department of Health Care Services-SABG Perinatal Guidelines**

1. Contractor must comply with the Department of Health Care Services-SABG Perinatal Guidelines (DHCS-Perinatal Practice Guidelines), **See Attachment 1**. The Contractor must comply with the current version of these guidelines until new perinatal practice guidelines are established and adopted. The incorporation of any new perinatal practice guidelines into this Agreement shall not require a formal amendment.
2. Contractor receiving SABG funds must adhere to the DHCS-Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

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

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

**P. Nondiscrimination in Employment and Services**

By signing this Agreement, Contractor certifies that under the laws of the Unites States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

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

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
  2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act [45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.
- R.** See also See Attachment 2 HHS SABG Standards Policy and Procedure 6-1-002, effective July 1, 2018 available to the Contractor as provided herein and incorporated by this reference.]
- S. Subcontract Provisions.** Contractor shall include all of the foregoing provisions in all of its subcontracts.

[END ARTICLE 17]

**SIGNATURES BELOW**

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IN WITNESS WHEREOF, the Agreement is made and entered into as of the last date signed below This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by DocuSign, PDF or email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**CONTRACTOR**

**COUNTY OF YOLO**

By \_\_\_\_\_  
Signatory of Contractor  
Title of Signatory

By \_\_\_\_\_  
Oscar Villegas, Chair  
Board of Supervisors

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

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

\_\_\_\_\_  
Nolan Sullivan, Director  
Health and Human Services Agency

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

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Philip J. Pogledich, County Counsel

By \_\_\_\_\_  
Hope P. Welton, Senior Deputy

## EXHIBIT A.1-OUTPATIENT SERVICES (ASAM Level 1.0)

Contractor shall provide services in accordance with the following provisions.

### I. SERVICE LOCATIONS

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Entity Name  
Service Address  
Service Address

#### Service Hours:

Provider #  
NPI#

### II. PURPOSE

To provide alcohol and drug treatment services in an outpatient setting with or without medication, including counseling and/or supportive services.

### III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

### IV. SERVICES

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> or subsequent updates to this billing manual, to beneficiaries who meet access criteria for receiving SUD services.

#### A. Outpatient Treatment Program Requirements

1. Outpatient services consisting of up to nine (9) hours per week of medically necessary services for adults. Services may exceed the maximum based on individual medical necessity. These services are determined by a Medical Director or Licensed Practitioner of Healing Arts (LPHA) and in accordance with an individualized treatment plan. Interventions may be offered by a licensed professional or certified counselor in any appropriate community-based setting certified to provide ASAM Level 1 services.
4. **Problem List** See Article 4, Section V. of the Agreement.
5. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.
6. **Drug Testing** of beneficiaries at appropriate intervals, as determined by the treatment provider.
7. **Coordination with Other HHS A Programs**

When applicable, Contractor shall coordinate with other HHS A programs as follows:

- a. If a CalWorks involved client:

## EXHIBIT A.1-OUTPATIENT SERVICES (ASAM Level 1.0)

Provider will send their CalWorks case manager a monthly progress report that includes; client's progress towards their treatment plan goals and finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

**b. If a Child Welfare involved client:**

- i.** Provider will send their Child Welfare case worker a monthly progress report that includes; client's progress towards their treatment plan goals and finding gainful employment.
- ii.** Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.
- iii.** Coordinate significant changes in a client's substance use services with their Child Welfare case worker.
- iv.** Prior to a planned discharge, ensure client, provider staff, and Child Welfare case worker have discussed client's next steps in treatment and collaborate around a discharge plan, as appropriate.

**B. Outpatient Program Service Components.** Contractor shall provide an outpatient treatment program that contains all of the following service components:

**1. DMC-ODS Provider Point of Entry/Initial Screening**

- a.** Contractor shall function as a DMC-ODS Provider Point of Entry staffed by certified/registered AOD counselors and/or Licensed Practitioner of the Healing Arts (LPHAs).
- b.** Contractor shall conduct an ASAM Criteria screening and ensure such screening obtains relevant information to identify initial treatment needs to link beneficiaries to the most appropriate Level of Care (LOC).
- c.** Upon first contact, Contractor shall inform beneficiaries of the benefits to which they are entitled. If the beneficiary appears in person, Contractor shall provide beneficiaries with a same-day screenings, ASAM Criteria, and referral, if available.
- d.** The beneficiary may choose to receive DMC-ODS services from Contractor or choose to be referred to another appropriate DMC-ODS provider offering the initial LOC determined by the ASAM screening.
- e.** In all cases, Contractor shall consider geographic location, language needs and individual preference when making placement and referrals within the parameters of the ASAM screening results.
- f.** In the event the beneficiary's ASAM screening determines the need for a LOC not offered by Contractor, Contractor shall provide:
  - i.** The beneficiary a warm hand-off to the appropriate DMC-ODS provider;
  - ii.** The completed ASAM tool to the appropriate DMC-ODS provider.
  - iii.** Notice to Yolo County HHSA at [HHSA.SUDservices@yolocounty.org](mailto:HHSA.SUDservices@yolocounty.org)

**2. Assessment.-**Contractor shall provide assessment activities to evaluate or monitor the status

**EXHIBIT A.1-OUTPATIENT SERVICES (ASAM Level 1.0)**

of a beneficiary’s behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral’s participation is to focus on the treatment needs of the beneficiary.

- a. Assessment services may include one or more of the following components:
  - i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.
  - ii. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.
  - iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary’s needs, planned interventions and to address and monitor a beneficiary’s progress and restoration of a beneficiary to their best possible functional level.

**3. Care Coordination**

- a. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.
- b. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.
- c. Care coordination services shall be provided by an LPHA or a registered/certified counselor.
- d. Care coordination services shall include one or more of the following components:
  - i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
  - ii. 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.
  - iii. 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.

## EXHIBIT A.1-OUTPATIENT SERVICES (ASAM Level 1.0)

- 8. Individual Counseling.** Contractor shall provide Individual Counseling. Individual Counseling consists of contacts with a beneficiary. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.
- 9. Group Counseling.** Contractor shall provide Group Counseling Services. Group Counseling consists of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling shall be provided to a group that includes 2-12 individuals.
- 10. Family Therapy.** Contractor shall provide Family Therapy Services. Family therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.
- 11. Medication Services.** Contractor shall provide Medication Services.
  - a.** Medication Services includes:
    - i.** Prescription or administration of medication related to use disorder services or
    - ii.** The assessment of the side effects or results of the medication or
    - iii.** Monitoring medication used in the treatment or management of SUD and or/ withdrawal management not included in the definitions of MAT for OUD or MAT for AUD Services.
  - b.** Medication Services does not include:
    - i.** MAT for Opioid Use Disorders (OUD)
    - ii.** MAT for Alcohol Use Disorders (AUD)
    - iii.** MAT for other Non-Opioid Substance Use disorders.
- 12. MAT for OUD.** Contractor shall provide MAT for OUD services.
  - a.** These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as a service delivered as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components::
    - i.** Assessment
    - ii.** Care Coordination
    - iii.** Counseling (individual and group)
    - iv.** Family therapy
    - v.** Medication Services
    - vi.** Patient Education

## EXHIBIT A.1-OUTPATIENT SERVICES (ASAM Level 1.0)

- vii. Prescribing and monitoring for MAT for OUD
- viii. Recovery Services
- ix. SUD Crisis Intervention Services
- x. Withdrawal Management Services

### 13. MAT for AUD and Non-Opioid Substance Use Disorders.

- a. Contractor shall provide MAT for AUD services and Non-Opioid Substance Use Disorders. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components:
  - i. Assessment
  - ii. Care Coordination
  - iii. Counseling (individual and group)
  - iv. Family therapy
  - v. Medication Services
  - vi. Patient Education
  - vii. Prescribing and monitoring for MAT for OUD
  - viii. Recovery Services
  - ix. SUD Crisis Intervention Services
  - x. Withdrawal Management Services

**14. Patient Education.** Contractor shall provide Patient Education Services, which is education for the beneficiary on addiction, treatment recovery and associated health risks.

**15. Recovery Services.** Contractor shall provide Recovery Services. These services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level.

- a. 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.
- b. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk.
- c. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services.
- d. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services.
- e. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD.

## EXHIBIT A.1-OUTPATIENT SERVICES (ASAM Level 1.0)

- f. Services may be provided in person, by telehealth, or by telephone.
- g. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in the State Contract as a “Covered DMC-ODS Services”, or as a service delivered as part of these levels of care. Recovery Services include:
  - i. Assessment
  - ii. Care Coordination
  - iii. Counseling (individual and group)
  - iv. Family therapy
  - v. Recovery monitoring, which includes recovery coaching and monitoring designed for maximum reduction of the beneficiary’s SUD.
  - vi. 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.

**16. SUD Crisis Intervention Services.** Contractor shall provide SUD Crisis Intervention Services consisting of contacts with a beneficiary in crisis. SUD Crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate situation and be provided in the least intensive level of care that is medically necessary to treat their condition.

### 17. Perinatal DMC Services.

- b. Contractor shall provide Perinatal DMC Service. Perinatal DMC Services means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).
- c. Perinatal Services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.
- d. Perinatal Services shall include:
  - i. Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792).
  - ii. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).
  - iii. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.

## EXHIBIT A.1-OUTPATIENT SERVICES (ASAM Level 1.0)

- iv. Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).
  - e. Postpartum as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.
  - f. Contractor shall maintain medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy in the beneficiary record. See also Article 5.
  - g. Contractor shall comply with the perinatal program requirements as outlined in the DHCS-Perinatal Practice Guidelines. (see Attachment 1). Contractor shall comply with the current version of these guidelines until new perinatal practice guidelines are established and adopted. The incorporation of any new perinatal practice guidelines into this Agreement shall not require a formal amendment.
  - h. Provide written reports to the CWS case worker using the CWS confidential fax number: (530) 668-8028.
- 18. Collateral Services.** Contractor shall provide Collateral Services, which consist of sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary
- 19. Discharge Services.** Contractor shall provide Discharge Services. Discharge Services are the processes to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

At the time of discharge, Contractor shall complete an ASAM and refer to the appropriate outpatient or inpatient service based on the client's LOC needs. When possible, discharge will include treatment at a lower LOC or intensity appropriate to client's needs and provision of additional referrals to community resources for client to utilize after discharge.

See also **Article 4, Section IX** of the Agreement.

**EXHIBIT A.2-INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)**

Contractor shall provide services in accordance with the following provisions.

**I. SERVICE LOCATIONS**

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Entity Name  
Service Address  
Service Address

**Service Hours:**

Provider #  
NPI#

**II. PURPOSE**

To provide alcohol and drug treatment services in an intensive outpatient setting with or without medication, including counseling and/or supportive services.

**III. TARGET POPULATION**

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

**IV. SERVICES**

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

**A. Intensive Outpatient Treatment Program Requirements**

- 1. Contractor shall provide Intensive Outpatient Treatment Services to beneficiaries when medically necessary in a structured programming environment. Provider shall offer a minimum of nine hours with a maximum of 19 hours a week for adults. Services received by the individual beneficiary may exceed the maximum based on individual medical necessity. Intensive Outpatient Treatment Services may be provided in person, by telehealth, or by telephone.
- 2. **Problem List.** See Article 4, Section V. of the Agreement.
- 3. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.
- 4. **Drug Testing** of clients at appropriate intervals, as determined by the treatment provider.
- 5. **Coordination with Other HHS A Programs**

When applicable, Contractor shall coordinate with other HHS A programs as follows:

- a. If a CalWorks involved client:

## EXHIBIT A.2-INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)

Provider will send their CalWorks case manager a monthly progress report that includes; client's progress towards their treatment plan goals and finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

**b. If a Child Welfare involved client:**

- i.** Provider will send their Child Welfare case worker a monthly progress report that includes; client's progress towards their treatment plan goals and finding gainful employment.
- ii.** Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.
- iii.** Coordinate significant changes in a client's substance use services with their Child Welfare case worker.
- iv.** Prior to a planned discharge, ensure client, provider staff, and Child Welfare case worker have discussed client's next steps in treatment and collaborate around a discharge plan, as appropriate.

**B. Intensive Outpatient Treatment Program Components**

Contractor shall provide an Intensive Outpatient Treatment program that contains all of the following service components: Intensive Outpatient Treatment Program includes: Assessment, Care Coordination, Counseling (individual and group), Family Therapy, Medication Services, MAT for OUD, MAT or AUD and other non-opioid SUDS, Patient Education, Recovery Services, and SUD Crisis Intervention Services as follows:

**1. DMC-ODS Provider Point of Entry/Initial Screening**

- a.** Contractor shall function as a DMC-ODS Provider Point of Entry staffed by certified/registered AOD counselors and/or Licensed Practitioner of the Healing Arts (LPHAs).
- b.** Contractor shall conduct an ASAM Criteria screening and ensure such screening obtains relevant information to identify initial treatment needs to link beneficiaries to the most appropriate Level of Care (LOC).
- c.** Upon first contact, Contractor shall inform beneficiaries of the benefits to which they are entitled. If the beneficiary appears in person, Contractor shall provide beneficiaries with a same-day screenings, ASAM Criteria, and referral, if available.
- d.** The beneficiary may choose to receive DMC-ODS services from Contractor or choose to be referred to another appropriate DMC-ODS provider offering the initial LOC determined by the ASAM screening.
- e.** In all cases, Contractor shall consider geographic location, language needs and individual preference when making placement and referrals within the parameters of the ASAM screening results.
- f.** In the event the beneficiary's ASAM screening determines the need for a LOC not offered by Contractor, Contractor shall provide:
  - iv.** The beneficiary a warm hand-off to the appropriate DMC-ODS provider;

## EXHIBIT A.2-INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)

- v. The completed ASAM tool to the appropriate DMC-ODS provider.
  - vi. Notice to Yolo County HHSa at [HHSa.SUDservices@yolocounty.org](mailto:HHSa.SUDservices@yolocounty.org)
- 4. Assessment.** Contractor shall provide assessment activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.
- a. Assessment services may include one or more of the following components:
    - i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.
    - ii. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.
    - iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.
- 5. Care Coordination.**
- a. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.
  - b. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.
  - c. Care coordination services shall be provided by an LPHA or a registered/certified counselor.
  - d. Care coordination services shall include one or more of the following components:
    - i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
    - ii. 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.
    - iii. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but

## EXHIBIT A.2-INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)

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.

- 4. Individual Counseling.** Contractor shall provide Individual Counseling. Individual Counseling consists of contacts with a beneficiary. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.
- 5. Group Counseling.** Contractor shall provide Group Counseling Services. Group Counseling consists of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling shall be provided to a group that includes 2-12 individuals
- 6. Family Therapy.** Contractor shall provide Family Therapy Services. Family therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary
- 7. Medication Services.** Contractor shall provide Medication Services.
  - a.** Medication Services includes:
    - i.** Prescription or administration of medication related to use disorder services or
    - ii.** The assessment of the side effects or results of the medication or
    - iii.** Monitoring medication used in the treatment or management of SUD and or/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD Services.
  - b.** Medication Services does not include:
    - i.** MAT for Opioid Use Disorders (OUD)
    - ii.** MAT for Alcohol Use Disorders (AUD)
    - iii.** MAT for other Non-Opioid Substance Use disorders.
- 8. MAT for OUD.** Contractor shall provide MAT for OUD services. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as a service delivered as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components:
  - a.** Assessment
  - b.** Care Coordination
  - c.** Counseling (individual and group)
  - d.** Family therapy

**EXHIBIT A.2-INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)**

- e. Medication Services
  - f. Patient Education
  - g. Prescribing and monitoring for MAT for OUD
  - h. Recovery Services
  - i. SUD Crisis Intervention Services
  - j. Withdrawal Management Services
9. MAT for AUD and Non-Opioid Substance Use Disorders- Contractor shall provide MAT for AUD services and Non-Opioid Substance Use Disorders. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components::
- a. Assessment
  - b. Care Coordination
  - c. Counseling (individual and group)
  - d. Family therapy
  - e. Medication Services
  - f. Patient Education
  - g. Prescribing and monitoring for MAT for OUD
  - h. Recovery Services
  - i. SUD Crisis Intervention Services
  - j. Withdrawal Management Services
10. **Patient Education.** Contractor shall provide Patient Education Services, which is education for the beneficiary on addiction, treatment recovery and associated health risks.
11. **Recovery Services.** Contractor shall provide Recovery Services. These services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level.
- a. 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.
  - b. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk.
  - c. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services.
  - d. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services.

## EXHIBIT A.2-INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)

- e. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD.
- f. Services may be provided in person, by telehealth, or by telephone.
- h. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in the State Contract as a “Covered DMC-ODS Services” , or as a service delivered as part of these levels of care. Recovery Services include:
  - i. Assessment
  - ii. Care Coordination
  - iii. Counseling (individual and group)
  - iv. Family therapy
  - v. Recovery monitoring, which includes recovery coaching and monitoring designed for maximum reduction of the beneficiary’s SUD.
  - vi. 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.

**12. SUD Crisis Intervention Services.** Contractor shall provide SUD Crisis Intervention Services consisting of contacts with a beneficiary in crisis. Sud Crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate situation and be provided in the least intensive level of care that is medically necessary to treat their condition.

### **13. Perinatal DMC Services.**

- a. Contractor shall provide Perinatal DMC Service. Perinatal DMC Services means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).
- b. Perinatal Services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.
- c. Perinatal Services shall include:
  - i. Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792).
  - ii. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).

**EXHIBIT A.2-INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)**

- iii. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.
  - iv. Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).
- d. Postpartum as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.
- e. Contractor shall maintain medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy in the beneficiary record. See also Article 5.
- f. Contractor shall comply with the perinatal program requirements as outlined in the DHCS-Perinatal Practice Guidelines. (see Attachment 1). Contractor shall comply with the current version of these guidelines until new perinatal practice guidelines are established and adopted. The incorporation of any new perinatal practice guidelines into this Agreement shall not require a formal amendment.
- g. Provide written reports to the CWS case worker using the CWS confidential fax number: (530) 668-8028.
- 14. Collateral Services.** Contractor shall provide Collateral Services, which consist of sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary
- 15. Discharge Services.** Contractor shall provide Discharge Services. Discharge Services are the processes to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

At the time of discharge, Contractor shall complete an ASAM and refer to the appropriate outpatient or inpatient service based on the client's LOC needs. When possible, discharge will include treatment at a lower LOC or intensity appropriate to client's needs and provision of additional referrals to community resources for client to utilize after discharge.

See also **Article 4, Section IX** of the Agreement.

## **EXHIBIT A.3-WITHDRAWAL MANAGEMENT SERVICES (ASAM Level 3.2-WM)**

Contractor shall provide services in accordance with the following provisions.

### **I. SERVICE LOCATIONS**

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Entity Name  
Service Address  
Service Address

#### **Service Hours:**

Provider #  
NPI#

### **II. PURPOSE**

To provide withdrawal management services to beneficiaries as medically necessary with an anticipated unit of service (UOS) rate of 900 per fiscal year.

### **III. TARGET POPULATION**

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

### **IV. SERVICES**

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

#### **A. Withdrawal Management Program Requirements**

1. Withdrawal Management (WM) services are provided as a part of a continuum of care to beneficiaries experiencing withdrawal in the following outpatient, residential, and inpatient settings. Beneficiary shall be monitored during the detoxification process.
2. A full Yolo County assessment based on American Society of Addiction Medicine (ASAM) Criteria shall not be required as a condition of admission to a facility providing WM.
3. Service activities 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 beneficiary can receive comprehensive treatment services.
4. Providers shall either offer medications for addiction treatment directly or have effective referral mechanisms in place for the most clinically appropriate MAT services.
5. Care transitions to facilitate additional services or transition to a comprehensive treatment program.
6. WM services are urgent and shall be provided on a short-term basis.

**EXHIBIT A.3-WITHDRAWAL MANAGEMENT SERVICES (ASAM Level 3.2-WM)**

7. Practitioner shall conduct a Yolo County SUD Assessment Tool (based on ASAM criteria), brief screening, or other tools to support referral to additional services as appropriate.
8. If a full Yolo County assessment based on ASAM criteria was not completed as part of the withdrawal management service episode, this assessment shall be completed within 30 days of the beneficiary's first visit with a Licensed Practitioner of the Healing Arts (LPHA) or registered/certified counselor for non-withdrawal management services (or up to 60 days for beneficiaries under 21, or beneficiaries experiencing homelessness.)
9. Contractor shall ensure that all beneficiaries receiving withdrawal management services are provided in an outpatient, residential or inpatient setting. If beneficiary is receiving withdrawal management in a residential or inpatient setting, each beneficiary shall reside at the facility. All beneficiaries receiving Withdrawal Management services, regardless in which type of setting, shall be monitored during the detoxification process.
10. Contractor shall ensure all providers delivering Residential Treatment services under DMC-ODS shall also be designated as capable of delivering care consistent with the ASAM Criteria. Residential treatment providers licensed by DHCS offering ASAM levels 3.1, 3.3, 3.5, and 3.2-WM shall 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
11. **Problem List.** See Article 4, Section V. of the Agreement.
12. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.
16. **Drug Testing** of clients, at appropriate intervals, as determined by the treatment provider.
17. **Coordination with Other HHSA Programs** To facilitate an appropriate care transition, a full ASAM assessment, brief screening, or other tool to support referral to additional services is appropriate.

**B. Withdrawal Management Service Components.** Contractor shall provide a Withdrawal Management (WM) Program that contains all of the following service components:

1. **Assessment** -Contractor shall provide assessment activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.
  - a. Assessment services may include one or more of the following components:
    - iv. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.
    - v. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

## EXHIBIT A.3-WITHDRAWAL MANAGEMENT SERVICES (ASAM Level 3.2-WM)

- vi. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

### 2. Care Coordination.

- a. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.
- b. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.
- c. Care coordination services shall be provided by an LPHA or a registered/certified counselor.
- d. Care coordination services shall include one or more of the following components:
  - i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
  - ii. 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.
  - iii. 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.

### 3. Medication Services. Contractor shall provide Medication Services

- a. Medication Services includes:
  - i. Prescription or administration of medication related to use disorder services or
  - ii. The assessment of the side effects or results of the medication or
  - iii. Monitoring medication used in the treatment or management of SUD and or/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD Services.
- b. Medication Services does not include:
  - i. MAT for Opioid Use Disorders (OUD)
  - ii. MAT for Alcohol Use Disorders (AUD)

**EXHIBIT A.3-WITHDRAWAL MANAGEMENT SERVICES (ASAM Level 3.2-WM)**

**iii.** MAT for other Non-Opioid Substance Use disorders.

**4. MAT for OUD.** Contractor shall provide MAT for OUD services. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as a service delivered as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components:

- a. Assessment
- b. Care Coordination
- c. Counseling (individual and group)
- d. Family therapy
- e. Medication Services
- f. Patient Education
- g. Prescribing and monitoring for MAT for OUD
- h. Recovery Services
- i. SUD Crisis Intervention Services
- j. Withdrawal Management Services

**5. MAT for AUD and Non-Opioid Substance Use Disorders.** Contractor shall provide MAT for AUD services and Non-Opioid Substance Use Disorders. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components:

- a. Assessment
- b. Care Coordination
- c. Counseling (individual and group)
- d. Family therapy
- e. Medication Services
- f. Patient Education
- g. Prescribing and monitoring for MAT for OUD
- h. Recovery Services
- i. SUD Crisis Intervention Services
- j. Withdrawal Management Services

**6. Observation.** Contractor shall provide Observation Services. Observation means the process of monitoring the bene the beneficiary's course of withdrawal. Contractor shall ensure observation be conducted at the frequency required by applicable state and federal laws,

### EXHIBIT A.3-WITHDRAWAL MANAGEMENT SERVICES (ASAM Level 3.2-WM)

regulations, and standards. This may include but is not limited to observation of the beneficiary's health status.

7. **Recovery Services.** Contractor shall provide Recovery Services. These services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level.
  - a. 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.
  - b. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk.
  - c. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services.
  - d. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services.
  - e. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD.
  - f. Services may be provided in person, by telehealth, or by telephone.
  - g. 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", or as a service delivered as part of these services:
    - i. Assessment
    - ii. Care Coordination
    - iii. Counseling (individual and group)
    - iv. Family therapy
    - v. Recovery monitoring, which includes recovery coaching and monitoring designed for maximum reduction of the beneficiary's SUD.
    - vi. 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.

**EXHIBIT A.4-CLINICALLY LOW-INTENSITY RESIDENTIAL TREATMENT SERVICES  
(ASAM LEVEL 3.1)**

Contractor shall provide services in accordance with the following provisions.

**I. SERVICE LOCATIONS**

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Entity Name  
Service Address  
Service Address

**Service Hours:**

Provider #  
NPI#

**II. PURPOSE**

To provide residential treatment services on a 24-hour, non-institutional, non-medical, short-term basis to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or LPHA as medically necessary and in accordance with an individualized treatment plan.

**III. TARGET POPULATION**

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

**IV. SERVICES**

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

**A. Clinically Low-Intensity Residential Treatment Services Program Requirements**

1. Contractor shall provide Residential Treatment Services for Residential Treatment Services for adults in ASAM Level 3.1. Services shall be provided by DMC-certified providers who must be licensed and enrolled in accordance with all applicable state and federal laws and regulations this includes:
2. Residential facilities licensed by DHCS.
3. Residential facilities licensed by the Department of Social Services.
4. Chemical Dependency Recovery Hospitals (CDRHs) licensed by the California Department of Public Health (CDPH).
5. Freestanding Acute Psychiatric Hospitals (FAPHs) licensed by CDPH.
6. Contractor shall ensure all providers delivering Residential Treatment services under DMC-ODS shall also be designated as capable of delivering care consistent with the ASAM Criteria.

**EXHIBIT A.4-CLINICALLY LOW-INTENSITY RESIDENTIAL TREATMENT SERVICES  
(ASAM LEVEL 3.1)**

Residential treatment providers licensed by DHCS offering ASAM levels 3.1, 3.3, 3.5, and 3.2-WM shall 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.

7. To participate in the DMC-ODS program and offer ASAM Levels of Care 3.1, 3.3, or 3.5, residential providers licensed by a state agency other than DHCS shall be DMC-certified.
8. In addition, facilities licensed by a state agency other than DHCS shall have an ASAM LOC Certification for each level of care provided by the facility under the DMC-ODS program by January 1, 2024. Contractor shall be responsible for ensuring and verifying that DMC-ODS providers delivering ASAM Levels of care 3.1, 3.3 or 3.5 obtain an ASAM LOC.
9. Contractor shall implement coverage and ensure access for residential SUD treatment services as follows:
10. Upon implementation, Contractor shall provide in network access to ASAM 3.1, and Contractor's network for that level of care shall comply with applicable network adequacy, and time and distance standards.
11. Within two years of implementation, Contractor shall provide in-network access to ASAM Level 3.5, and Contractor's network for that level of care shall comply with applicable network adequacy, and time and distance standards.
12. Within three years of implementation, Contractor shall provide in-network access to ASAM Levels 3.3.
13. If, at any point in time, Contractor's provider network is unable to provide any residential level of care to a particular beneficiary that meets medical necessity for that residential level of care, Contractor shall adequately and timely cover these residential services out-of network for the beneficiary, for as long as Contractor's provider network is unable to provide them.
14. Residential providers may apply to provide Incidental Medical Services pursuant to DHCS guidance.
15. All Contractors are required to accept and support clients who are receiving medication-assisted treatments.
16. All SUD network contractors will verify Medi-Cal eligibility, have the ability to identify client referral sources, and complete a comprehensive beneficiary assessment at intake.
17. Contractors providing Residential Treatment Services shall provide the designated Yolo County access points with bed availability daily to ensure clients have timely access to these services.
18. Residential Treatment services can be provided in facilities of any size ensuring that the length of residential services complies with the following:
  - a. 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.
  - b. Lengths of stay in residential treatment settings shall be determined by individualized clinical need.

**EXHIBIT A.4-CLINICALLY LOW-INTENSITY RESIDENTIAL TREATMENT SERVICES  
(ASAM LEVEL 3.1)**

- c. Contractor shall ensure that beneficiaries receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress.
  - d. 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.
  - e. Nothing in the DMC-ODS overrides any EPSDT requirements. EPSDT beneficiaries may receive a longer length of stay based on medical necessity.
  - f. If determined to be medically necessary, perinatal beneficiaries may receive a longer length of stay than those described above.
- 19.** All Residential and Inpatient Treatment services shall be provided to a beneficiary while in a residential or inpatient treatment facility may be provided in person, by telehealth, or telephone. Telehealth and telephone services, when provided, shall supplement, not replace, the in-person services and the in-person treatment milieu; most services in a residential or inpatient facility shall be in-person.
- 20.** A beneficiary receiving residential services or inpatient services pursuant to DMC-ODS, regardless of length of stay, is a “short-term resident” of the residential or inpatient facility in which they are receiving the services. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria. Each 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.
- 21.** Providers shall either offer MAT directly, or have effective referral mechanisms in place to clinically appropriate MAT services (defined as facilitating access to MAT off-site for beneficiaries while they are receiving residential treatment services if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient).
- 22.** Notification to HHSa and any other appropriate designated County Department: Notification shall be provided to the designated HHSa and any other appropriate designated County Department representative when a client enters or leaves treatment for episode management.
- 23.** Dimension 6 of the ASAM criteria, “Recovery Environment” is a critical dimension when determining if this level of service is needed. Beneficiaries requiring residential treatment typically have a rating of 3 or 4 in this dimension indicating that:
- a. Initiation or repetition of physical, sexual, or emotional abuse, or substance use is so prevalent that the beneficiary is assessed as being unable to achieve or maintain recovery at a less intensive level of care
  - b. Beneficiary’s living environment or social network involves high-risk individuals that jeopardize the beneficiary’s recovery, or present an environment where recovery is unachievable at a less intensive level of care
- 18. Problem List. See Article 4, Section V. of the Agreement.**
- 19. Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.
- 20. Drug testing** of clients at appropriate intervals, as determined by the treatment provider.
- 21. Coordination with Other HHSa Programs**

**EXHIBIT A.4-CLINICALLY LOW-INTENSITY RESIDENTIAL TREATMENT SERVICES  
(ASAM LEVEL 3.1)**

**a. If a CalWorks involved client:**

Provider will send their CalWorks case manager a monthly progress report that includes; client's progress towards their treatment plan goals and towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

**b. If a Child Welfare involved client:**

- i.** Provider will send their Child Welfare case worker a monthly progress report that includes; client's progress towards their treatment plan goals and towards finding gainful employment.
- ii.** Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.
- iii.** Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

**B. Clinically Low-Intensity Residential Treatment Services Components.** Contractor shall provide a Clinically Low-Intensity Residential Treatment program that contains all of the following service components: assessment, care coordination, counseling (individual and group), family therapy, medication services, MAT for OUD, MAT for AUD and non-opioid SUDs, patient education, recovery services, and SUD crisis intervention services as follows:

**1. Assessment.** Contractor shall provide assessment activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.

**a.** Assessment services may include one or more of the following components:

- i.** Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.
- ii.** Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.
- iii.** Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

**2. Individual Counseling.** Contractor shall provide Individual Counseling. Individual Counseling consists of contacts with a beneficiary. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals

**EXHIBIT A.4-CLINICALLY LOW-INTENSITY RESIDENTIAL TREATMENT SERVICES  
(ASAM LEVEL 3.1)**

- 3. Group Counseling.** Contractor shall provide Group Counseling Services. Group Counseling consists of contact with multiple beneficiaries at the same time. Group Counseling shall focus on the need of the participants. Group Counseling shall be provided to a group that includes 2-12 individuals.
- 4. Family Therapy.** Contractor shall provide Family Therapy Services. Family therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.
- 5. Patient Education.** Contractor shall provide Patient Education Services, which is education for the beneficiary on addition, treatment, recovery, and health risks.
- 6. Perinatal DMC Services.**
  - a.** Contractor shall provide Perinatal DMC Service. Perinatal DMC Services means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).
  - b.** Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.
  - c.** Perinatal services shall include:
    - i.** Parent/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792).
    - ii.** Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).
    - iii.** Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.
    - iv.** Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).
  - d.** Postpartum as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.
  - e.** Contractor shall maintain medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy in the beneficiary record. See also Article 5.

**EXHIBIT A.4-CLINICALLY LOW-INTENSITY RESIDENTIAL TREATMENT SERVICES  
(ASAM LEVEL 3.1)**

- f.** Contractor shall comply with the perinatal program requirements as outlined in the DHCS-Perinatal Practice Guidelines, [see Attachment 1]. Contractor shall comply with the current version of these guidelines until new perinatal practice guidelines are established and adopted. The incorporation of any new perinatal practice guidelines into this Agreement shall not require a formal amendment.
- g.** Provide written reports to the CWS case worker using the CWS confidential fax number: (530) 668-8028.
- 2. Medication Services.** Contractor shall provide Medication Services

  - a.** Medication Services includes:

    - i.** Prescription or administration of medication related to use disorder services or
    - ii.** The assessment of the side effects or results of the medication or
    - iii.** Monitoring medication used in the treatment or management of SUD and or/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD Services.
  - b.** Medication Services does not include:

    - i.** MAT for Opioid Use Disorders (OUD)
    - ii.** MAT for Alcohol Use Disorders (AUD)
    - iii.** MAT for other Non-Opioid Substance Use disorders.
- 3. MAT for OUD.** Contractor shall provide MAT for OUD services. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as a service delivered as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components:

  - a.** Assessment
  - b.** Care Coordination
  - c.** Counseling (individual and group)
  - d.** Family therapy
  - e.** Medication Services
  - f.** Patient Education
  - g.** Prescribing and monitoring for MAT for OUD
  - h.** Recovery Services
  - i.** SUD Crisis Intervention Services
  - j.** Withdrawal Management Services
- 4. MAT for AUD and Non-Opioid Substance Use Disorders.** Contractor shall provide MAT for AUD services and Non-Opioid Substance Use Disorders. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as part of a

**EXHIBIT A.4-CLINICALLY LOW-INTENSITY RESIDENTIAL TREATMENT SERVICES  
(ASAM LEVEL 3.1)**

level of care. When MAT is being provided as a standalone service, MAT includes the following components:

- a. Assessment
  - b. Care Coordination
  - c. Counseling (individual and group)
  - d. Family therapy
  - e. Medication Services
  - f. Patient Education
  - g. Prescribing and monitoring for MAT for OUD
  - h. Recovery Services
  - i. SUD Crisis Intervention Services
  - j. Withdrawal Management Services
- 5. Collateral Services.** Contractor shall provide Collateral Services, which consist of sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.
- 6. Crisis Intervention Services.** Contractor shall provide Crisis Intervention Services, which consist of Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.
- 7. Discharge Services.** Contractor shall provide Discharge Services. Discharge Services are the processes to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

At the time of discharge, Contractor shall complete an ASAM and refer to the appropriate outpatient or inpatient service based on the client's LOC needs. When possible, discharge will include treatment at a lower LOC or intensity appropriate to client's needs and provision of additional referrals to community resources for client to utilize after discharge. Prior to a planned discharge, ensure client, provider staff, and Child Welfare case worker have discussed client's next steps in treatment and collaborate around a discharge plan, as appropriate.

See also **Article 4, Section IX** of the Agreement.

**EXHIBIT A.5- CLINICALLY MANAGED HIGH-INTENSITY RESIDENTIAL TREATMENT SERVICES (ASAM LEVEL 3.5)**

Contractor shall provide services in accordance with the following provisions.

**I. SERVICE LOCATIONS**

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Entity Name  
Service Address  
Service Address

**Service Hours:**

Provider #  
NPI#

**II. PURPOSE**

To provide residential treatment services on a 24-hour, non-institutional, non-medical, short-term basis with residential rehabilitation services to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or LPHA as medically necessary and in accordance with an individualized treatment plan.

**III. TARGET POPULATION**

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients. The anticipated Unit of Services (UOS) provided per fiscal year is 3,000.

**IV. SERVICES**

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

**A. Clinically Managed High-Intensity Residential Treatment Program Requirements**

1. Services shall be claimed in a per day rate: \$173-\$190.96 a day, based on current rates set by state and subject to change with CalAIM payment reform. Does not include board and care rate.
2. Services shall address functional deficits documented in the American Society of Addiction Medicine (ASAM) Criteria.
3. Services aimed to restore, maintain, and apply interpersonal and independent living skills and access community support systems.
4. A beneficiary shall live on the premises and be considered a “short-term resident” of the residential facility where the beneficiary receives services under this Drug Medi-Cal-Organized Delivery System (DMC-ODS) level of care.

**EXHIBIT A.5- CLINICALLY MANAGED HIGH-INTENSITY RESIDENTIAL TREATMENT SERVICES (ASAM LEVEL 3.5)**

5. Services may be provided in facilities of any size.
6. Services are driven by the beneficiary's care needs and shall be transitioned to other levels of care when clinically appropriate and served in the least restrictive setting.
7. Residential treatment services for adults under these levels are provided by DMC-certified providers who shall be licensed and enrolled in accordance with all applicable state and federal laws and regulations. This includes residential facilities licensed by Department of Health Care Services (DHCS,) residential facilities licensed by the Department of Social Services, Chemical Dependency Recovery Hospitals (CDRHs) licensed by the Department of Public Health or freestanding Acute Psychiatric Hospitals (FAPHs) licensed by California Department of Public Health (CDPH).
8. Residential providers licensed by a state agency other than DHCS shall be DMC-Certified.
9. DHCS Level of Care designation and/or ASAM Level of Care Certification:
  - a. All facilities delivering Residential Treatment services under DMC-ODS shall also be designated as capable of delivering care consistent with the ASAM Criteria.
  - b. Designation is required for facilities offering ASAM levels 3.1, 3.3, 3.5.
  - c. All counties with residential facilities offering levels 3.1., 3.3, and 3.5, licensed by a state agency other than DHCS, shall have an ASAM Level of Care Certification for each of the levels of care provided at the facility under the DMCS-ODS program by January 1, 2024.
10. Services may be provided in person, by telehealth, or by telephone
  - a. Most services shall be in person.
  - b. Telehealth and telephone services shall be used to supplement, not replace, the in-person services and in-person treatment milieu.
11. Length of Stay
  - a. The average statewide length of stay goal is 30 days; however, this is not a quantitative treatment limitation and there is no hard "cap" on individual length of stays. Lengths of stay shall be determined by individualized clinical need. Beneficiaries shall be transitioned to appropriate levels of care as medically necessary.
  - b. Yolo County shall adhere to length of stay monitoring requirements established by DHCS and the external quality review organization
12. **Problem List. See Article 4, Section V. of the Agreement.**
13. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.
14. **Drug testing** of clients at appropriate intervals, as determined by the treatment provider.
15. **Coordination with Other HHSA Programs**
  - a. If a CalWorks involved client:

**EXHIBIT A.5- CLINICALLY MANAGED HIGH-INTENSITY RESIDENTIAL TREATMENT SERVICES (ASAM LEVEL 3.5)**

Provider will send their CalWorks case manager a monthly progress report that includes; client's progress towards their treatment plan goals and towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

**b. If a Child Welfare involved client:**

- i.** Provider will send their Child Welfare case worker a monthly progress report that includes client's progress towards their treatment plan goals and progress towards finding gainful employment.
- ii.** Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.
- iii.** Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

**B. Clinically Managed High-Intensity Residential Treatment Services** Contractor shall provide a Clinically Managed High-Intensity Residential Treatment program that contains all of the following components; Assessment, Care Coordination, Counseling (individual and group), Family Therapy, Medication Services, MAT for OUD, MAT for AUD and other non-opioid Substance Use Disorders (SUD), Patient Education, Recovery Services, SUD Crisis Intervention Services. Residential Treatment Services as follows:

**1. Assessment.**-Contractor shall provide assessment activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.

**a. Assessment** services may include one or more of the following components:

- i.** Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.
- ii.** Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.
- iii.** Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

**2. Care Coordination.**

**a.** Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

**EXHIBIT A.5- CLINICALLY MANAGED HIGH-INTENSITY RESIDENTIAL TREATMENT SERVICES (ASAM LEVEL 3.5)**

- b. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.
  - c. Care coordination services shall be provided by an LPHA or a registered/certified counselor.
  - d. Care coordination services shall include one or more of the following components:

    - i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
    - ii. 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.
    - iii. 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.
3. **Individual Counseling.** Contractor shall provide Individual Counseling. Individual Counseling consists of contacts with a beneficiary. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.
4. **Group Counseling.** Contractor shall provide Group Counseling Services. Group Counseling consists of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling shall be provided to a group that includes 2-12 individuals
5. **Family Therapy.** Contractor shall provide Family Therapy Services. Family therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.
6. **Medication Services.** Contractor shall provide Medication Services.
- a. Medication Services includes:

    - i. Prescription or administration of medication related to use disorder services or
    - ii. The assessment of the side effects or results of the medication or

**EXHIBIT A.5- CLINICALLY MANAGED HIGH-INTENSITY RESIDENTIAL TREATMENT SERVICES (ASAM LEVEL 3.5)**

- iii.** Monitoring medication used in the treatment or management of SUD and or/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD Services.
  - b.** Medication Services does not include:
    - i.** MAT for Opioid Use Disorders (OUD)
    - ii.** MAT for Alcohol Use Disorders (AUD)
    - iii.** MAT for other Non-Opioid Substance Use disorders.
- 7. MAT for OUD.** Contractor shall provide MAT for OUD services. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as a service delivered as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components:
  - a.** Assessment
  - b.** Care Coordination
  - c.** Counseling (individual and group)
  - d.** Family therapy
  - e.** Medication Services
  - f.** Patient Education
  - g.** Prescribing and monitoring for MAT for OUD
  - h.** Recovery Services
  - i.** SUD Crisis Intervention Services
  - j.** Withdrawal Management Services
- 8. MAT for AUD and Non-Opioid Substance Use Disorders.** Contractor shall provide MAT for AUD services and Non-Opioid Substance Use Disorders. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components:
  - a.** Assessment
  - b.** Care Coordination
  - c.** Counseling (individual and group)
  - d.** Family therapy
  - e.** Medication Services
  - f.** Patient Education
  - g.** Prescribing and monitoring for MAT for OUD

**EXHIBIT A.5- CLINICALLY MANAGED HIGH-INTENSITY RESIDENTIAL TREATMENT SERVICES (ASAM LEVEL 3.5)**

- h.** Recovery Services
  - i.** SUD Crisis Intervention Services
  - j.** Withdrawal Management Services
- 9. Patient Education** Contractor shall provide Patient Education Services, which is education for the beneficiary on addiction, treatment recovery and associated health risks.
- 10. Recovery Services.** Contractor shall provide Recovery Services. These services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level.
- a.** 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.
  - b.** Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk.
  - c.** Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services.
  - d.** Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services.
  - e.** Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD.
  - f.** Services may be provided in person, by telehealth, or by telephone.
  - g.** Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in the State Contract as a “Covered DMC-ODS Services” , or as a service delivered as part of these services:
    - i.** Assessment
    - ii.** Care Coordination
    - iii.** Counseling (individual and group)
    - iv.** Family therapy
    - v.** Recovery monitoring, which includes recovery coaching and monitoring designed for maximum reduction of the beneficiary’s SUD.
    - vi.** 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.
- 11. SUD Crisis Intervention Services.** Contractor shall provide SUD Crisis Intervention Services consisting of contacts with a beneficiary in crisis. Sud Crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary’s immediate situation, and be provided in the least

**EXHIBIT A.5- CLINICALLY MANAGED HIGH-INTENSITY RESIDENTIAL TREATMENT SERVICES (ASAM LEVEL 3.5)**

intensive level of care that is medically necessary to treat their condition.

**EXHIBIT A.6- OPIOID (NARCOTIC) TREATMENT PROGRAM**

**I. SERVICE LOCATIONS**

Services rendered pursuant to this agreement shall be provided at the following location(s):

Entity Name  
Service Address  
Service Address

**Service Hours:**

Provider #  
NPI#

**II. PURPOSE**

To provide Opioid Treatment Program (OTP)/ Narcotic Treatment Program (NTP) substance use disorder(s) (SUD) services in NTP licensed facilities as determined to be medically necessary with an individualized treatment plan determined by a licensed physician or licensed prescriber and approved and authorized according to State of California requirements.

**III. TARGET POPULATION**

Substance Use disorder treatment services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

**IV. SERVICES**

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

**A. Narcotic Treatment Program (NTP) Requirements**

1. An NTP also described in the American Society of Addition Medicine (ASAM) Criteria as an Opioid Treatment Program (OTP), is an outpatient program that provides Food and Drug Administration (FDA) approved medications and biological products to treat SUDs when ordered by a physician as medically necessary.
2. NTPs shall comply with all federal and state NTP licensing requirements.
3. If the NTP cannot comply with all federal and state NTP requirements, as well as the requirements of this Agreement, including providing all clients seeking NTP services with an appointment within three (3) business days of a service request, then the NTP shall assist the beneficiary in choosing another Medication-Assisted Treatment (MAT) provider, ensure continuity of care, and facilitate a warm hand-off to ensure engagement.
4. NTP services are provided in DHCS-licensed NTP facilities pursuant to the Title 9, Chapter 4 of the California Code of Regulations and Title 42 of the Code of Federal Regulations (CFR).

## EXHIBIT A.6- OPIOID (NARCOTIC) TREATMENT PROGRAM

5. a. NTPs are required to administer, dispense, or prescribe medications to beneficiaries covered under the DMC-ODS formulary including:
  - i. Methadone
  - ii. Buprenorphine (transmucosal and long-acting injectable)
  - iii. Naltrexone (oral and long-acting injectable)
  - iv. Disulfiram
  - v. Naloxone
- b. If the NTP is unable to directly administer or dispense medically necessary medications covered under the DMC-ODS formulary, the NTP shall prescribe the medication for dispensing at a pharmacy or refer the beneficiary to a provider capable of dispensing the medication.
6. Contractor shall observe and comply with all lockout and non-reimbursable service rules, as outlined in the Drug Medi-Cal Billing Manual.
7. Contractor shall create a plan of care for each client. See Article 4, Section VII. of the Agreement.
8. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.
9. **Drug Testing of Clients** at appropriate intervals, as determined by the treatment provider.

### 10. Coordination with Other HHSA Programs

When applicable, Contractor shall coordinate with other HHSA programs as follows:

a. If a CalWorks involved client:

Provider will send their CalWorks case manager a monthly progress report that includes; clients progress towards their treatment plan goals, and clients progress towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

b. If a Child Welfare involved client:

- i. Provider will send their Child Welfare case worker a monthly progress report that includes client's progress towards their treatment plan goals and towards finding gainful employment.
- ii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.
- iii. Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

Prior to a planned discharge, ensure client, provider staff, and Child Welfare case worker have discussed client's next steps in treatment and collaborate around a discharge plan, as appropriate.

## EXHIBIT A.6- OPIOID (NARCOTIC) TREATMENT PROGRAM

**B. NTP Service Components.** Contractor shall provide an NTP program that contains all of the following service components:

### 1. Assessment

- a. Contractor shall provide assessment activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic, and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.
- b. Assessment services may include one or more of the following components:
  - i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.
  - ii. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.
  - iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.
- c. See also Article 3, Section II of the Agreement.

### 2. Care Coordination.

- a. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.
- b. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.
- c. Care coordination services shall be provided by an LPHA or a registered/certified counselor.
- d. Care coordination services shall include one or more of the following components:
  - i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
  - ii. 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.

**EXHIBIT A.6- OPIOID (NARCOTIC) TREATMENT PROGRAM**

- iii. 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.

**3. Counseling (individual, group, and family therapy).**

- a. The NTP shall offer the beneficiary 50 and 200 minutes of counseling per calendar month with a therapist or counselor, and, when medically necessary, additional counseling services may be provided.
- b. Counseling services may be provided in-person, by telehealth, or by telephone.
- c. Individual Counseling shall consist of direct contacts with a beneficiary. Individual counseling may include contact with family members or other collaterals if the purpose of the collateral’s participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary’s treatment goals.
- d. Group Counseling shall consist of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling means contacts in which one or more therapists or counselors treat two or more beneficiaries at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

**4. Family Therapy.**

Contractor shall provide Family Therapy. Family Therapy means a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary’s recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.

**5. Medical Psychotherapy**

Contractor shall provide Medical psychotherapy. Medical psychotherapy means a counseling service to treat SUDs other than Opioid Use Disorder (OUD) conducted by the medical director of a Narcotic Treatment Program on a one-to-one basis with the beneficiary.

**6. Medication Services**

Contractor shall provide Medication Services. Medication Services means the prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of the medication. Medication Services does not include MAT for OUD or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.

**7. Medicated Assisted Treatment (MAT) for (OUD)**

**EXHIBIT A.6- OPIOID (NARCOTIC) TREATMENT PROGRAM**

- a. Contractor shall provide Medications for Addiction Treatment (also known as medication assisted treatment (MAT) for OUD. MAT for OUD includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act [42 U.S.C. 262) to treat opioid use disorders.
- b. Naltrexone Treatment Services. Contractor shall confirm and document that the beneficiary meets all of the following conditions prior to administering naltrexone treatment services.
  - i. Has a documented history of opiate addiction.
  - ii. Is at least 18 years of age.
  - iii. Has been opiate free for a period of time to be determined by a physician based on the physician's clinical judgment. The provider shall administer a body specimen test to confirm the opiate free status of the beneficiary.
  - iv. Is not pregnant and is discharged from the treatment if she becomes pregnant.
- c. The physician shall certify the beneficiary's fitness for treatment based upon the beneficiary's physical examination, medical history, and laboratory results.
- d. The physician shall advise the beneficiary of the overdose risk should the beneficiary return to opiate use while taking Naltrexone and the ineffectiveness of opiate pain relievers while on Naltrexone.

**8. MAT for Alcohol Use Disorder (AUD) and other non-opioid Substance Use Disorders**

Contractor shall provide Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for AUD and Non-Opioid Substance Use Disorders. MAT for AUD and Non-Opioid Substance Use Disorders includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.

**9. Patient Education**

Contractor shall provide Patient Education. Patient Education means education for the beneficiary on addiction, treatment, recovery and associated health risks.

**10. Recovery Services**

Contractor shall provide Recovery Services. Recovery Services means a DMC-ODS service 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.

**11. SUD Crisis Intervention Services**

Contractor shall provide Substance Use Disorder Crisis Intervention services. Substance Use Disorder Crisis Intervention Services means contacts with a beneficiary in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate

## EXHIBIT A.6- OPIOID (NARCOTIC) TREATMENT PROGRAM

situation, and be provided in the least intensive level of care that is medically necessary to treat their condition.

### 12. Medical Evaluation for Methadone Treatment

Contractor shall provide an in-person Medical Evaluation for Methadone Treatment\_to include:

- a. Medical history
- b. Laboratory tests
- c. Physical exam
- d. Medical evaluation shall be conducted in-person

### 13. Perinatal DMC Services:

- a. Contractor shall provide Perinatal DMC Service. Perinatal DMC Services means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).
- b. Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.
- c. Perinatal services shall include:
  - i. Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792).
  - ii. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).
  - iii. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.
  - iv. Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).
- d. Postpartum as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.
- e. Contractor shall maintain medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy in the beneficiary record.

**EXHIBIT A.6- OPIOID (NARCOTIC) TREATMENT PROGRAM**

- f. Contractor shall comply with the perinatal program requirements as outlined in the DHCS-Perinatal Practice Guidelines. (see Attachment 1). Contractor shall comply with the current version of these guidelines until new perinatal practice guidelines are established and adopted. The incorporation of any new perinatal practice guidelines into this Agreement shall not require a formal amendment.
- 14. Discharge Services** Contractor shall provide Discharge Services. Discharge Services are the processes to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

At the time of discharge, Contractor shall complete an ASAM and refer to the appropriate outpatient or inpatient service based on the client’s LOC needs. When possible, discharge will include treatment at a lower LOC or intensity appropriate to client’s needs and provision of additional referrals to community resources for client to utilize after discharge.

See also **Article 4, Section IX** of the Agreement.

**EXHIBIT A.7- RECOVERY ENVIRONMENT – RECOVERY SERVICES (ASAM DIMENSION 6)**

Contractor shall provide services in accordance with the following provisions.

**I. SERVICE LOCATIONS**

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Entity Name  
Service Address  
Service Address

**Service Hours:**

Provider #  
NPI#

**II. PURPOSE**

To provide Recovery Residences (RR) services to beneficiaries who require housing assistance in order to support their health, wellness, and recovery with an anticipated unit of service (UOS) of 1,112 per fiscal year. Recovery services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level with emphasis on the beneficiary as the central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management.

**III. TARGET POPULATION**

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

**IV. SERVICES**

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

**A. Recovery Services Treatment Program Requirements**

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.

1. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk.
2. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services.
3. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services.
4. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD

**EXHIBIT A.7- RECOVERY ENVIRONMENT – RECOVERY SERVICES (ASAM DIMENSION 6)**

- 5. Services may be provided in person, by telehealth, or by telephone.
- 6. Services shall be claimed in 15-minute increments at a rate of: \$34-\$35 unit of service (UOS) based on current rates set by the State and subject to change with CalAIM payment reform.
- 7. Effective January 1, 2022, services delivered by peers can no longer be claimed as a component of Recovery Services.
- 8. 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” , or as a service delivered as part of the following levels of care:
  - i. Assessment
  - ii. Care Coordination
  - iii. Counseling (individual and group)
  - iv. Family Therapy
  - v. Recovery Monitoring
  - vi. Relapse Prevention

**10. Problem List. See Article 4, Section V. of the Agreement.**

**11. Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.

**12. Drug testing** of clients at appropriate intervals, as determined by the treatment provider.

**13. Coordination with Other HHSA Programs**

**a. If a CalWorks involved client:**

Provider will send their CalWorks case manager a monthly progress report that includes client’s progress towards their treatment plan goals and towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

**b. If a Child Welfare involved client:**

- i. Provider will send their Child Welfare case worker a monthly progress report that includes client’s progress towards their treatment plan goals and towards finding gainful employment. .
- ii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.
- iii. Coordinate significant changes in a client’s substance use services with their Child Welfare case worker.

**B. Recovery Services Program Components**

Contractor shall provide a Recovery Services Treatment program that contains all of the following service components: Assessment, Care Coordination, Counseling (individual and group), Family Therapy, Recovery Monitoring, and Relapse Prevention as follows:

- 1. Assessment.**-Contractor shall provide assessment activities to evaluate or monitor the status of a beneficiary’s behavioral health and determine the appropriate level of care and course of

**EXHIBIT A.7- RECOVERY ENVIRONMENT – RECOVERY SERVICES (ASAM DIMENSION 6)**

treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral’s participation is to focus on the treatment needs of the beneficiary.

- a. Assessment services may include one or more of the following components:
  - i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.
  - ii. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.
  - iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary’s needs, planned interventions and to address and monitor a beneficiary’s progress and restoration of a beneficiary to their best possible functional level.

**2. Care Coordination**

- a. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.
- b. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.
- c. Care coordination services shall be provided by an LPHA or a registered/certified counselor.
- d. Care coordination services shall include one or more of the following components:
  - i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
  - ii. 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.
  - iii. 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.

**3. Individual Counseling.** Contractor shall provide Individual Counseling. Individual Counseling consists of contacts with a beneficiary. Individual counseling can include contact

**EXHIBIT A.7- RECOVERY ENVIRONMENT – RECOVERY SERVICES (ASAM DIMENSION 6)**

with family members or other collaterals if the purpose of the collateral’s participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.

- 4. **Group Counseling.** Contractor shall provide Group Counseling Services. Group Counseling consists of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling shall be provided to a group that includes 2-12 individuals
- 5. **Family Therapy.** Contractor shall provide Family Therapy Services. Family therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary’s recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.
- 6. **Recovery Monitoring.** Contractor shall provide recovery monitoring services, which includes recovery coaching and monitoring designed for the maximum reduction of the beneficiary’ s SUD.
- 7. **Relapse Prevention.** Contractor shall provide recovery monitoring services, 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.
- 8. **Peer Support.** If Contractor chooses to include Peer Support as part of their Recovery Services, information regarding the Peer Support plan can be found here:  
[http://www.dhcs.ca.gov/formsandpubs/Documents/SUD\\_Peer\\_Support\\_Plan\\_Guide.pdf](http://www.dhcs.ca.gov/formsandpubs/Documents/SUD_Peer_Support_Plan_Guide.pdf)
- 9. **Ancillary Services.** Contractor shall provide linkages to housing assistance, transportation, case management, and individual services coordination.
- 10. **Education and Job Skills-**Contractor shall provide linkages to life skills, employment services, job training, and education services.
- 11. **Coordination with Other HHSA Programs**

When applicable, Contractor shall coordinate with other HHSA programs as follows:

**b. If a CalWorks involved client:**

Provider will send their CalWorks case manager a monthly progress report that includes client’s progress towards their treatment plan goals and towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

**b. If a Child Welfare involved client:**

- ii. Provider will send their Child Welfare case worker a monthly progress report that includes client’s progress towards their treatment plan goals and towards finding gainful employment.
- iii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.

**EXHIBIT A.7- RECOVERY ENVIRONMENT – RECOVERY SERVICES (ASAM DIMENSION 6)**

- iv. Coordinate significant changes in a client’s substance use services with their Child Welfare case worker.
- iv. Prior to a planned discharge, ensure client, provider staff, and Child Welfare case worker have discussed client’s next steps in treatment and collaborate around a discharge plan, as appropriate.

**EXHIBIT A.8 CARE COORDINATION SERVICES**

Contractor shall provide services in accordance with the following provisions.

**I. SERVICE LOCATIONS**

Services rendered pursuant to this agreement shall be provided at the following location(s):

Entity Name  
Service Address  
Service Address

**Service Hours:**

Provider #  
NPI#

**II. PURPOSE**

To provide Care Coordination Services support services to beneficiaries as they move through the DMC-ODS continuum of care from initial engagement and early intervention, through treatment to recovery supports.

**III. TARGET POPULATION**

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients. While these services can be provided to any of the above populations/programs, a client must have active Yolo County Medi-Cal to receive this service. This service cannot get billed to any funding source other than Medi-Cal.

**IV. SERVICES**

**A. Care Coordination**

1. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.
2. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, the Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.
3. Care coordination services shall be provided by an LPHA or a registered/certified counselor.
4. Care coordination services shall include one or more of the following components:
  - a. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

**EXHIBIT A.8 CARE COORDINATION SERVICES**

- b.** 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.
- c.** 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.

**EXHIBIT A.9 CLINICIAN CONSULTATION SERVICES**

Contractor shall provide services in accordance with the following provisions.

**I. SERVICE LOCATIONS**

Services rendered pursuant to this agreement shall be provided at the following location(s):

Entity Name  
Service Address  
Service Address

**Service Hours:**

Provider #  
NPI#

**II. PURPOSE**

To provide Clinician consultation services include DMC provider Clinician consulting with addiction medicine physicians, addiction psychiatrists, or clinical pharmacists. Clinician Consultation Services are designed to assist DMC provider physicians with seeking expert advice on designing treatment plans and supporting DMC providers with complex cases, which may address medication selection, dosing, side effect management, adherence, drug-to-drug interactions, or level of care considerations.

**III. TARGET POPULATION**

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients. While these services can be provided to any of the above populations/programs, a client must have active Yolo County Medi-Cal to receive this service. This service cannot get billed to any funding source other than Medi-Cal.

**IV. SERVICES**

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

**A. Clinician Consultation Program Requirements**

1. Clinician consultation services shall consist of LPHAs, such as addiction medicine physicians, licensed clinicians, addiction, psychiatrists, or clinical pharmacists to support the provision of care.
2. Clinician consultation is not a direct service provided to beneficiaries. 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

## EXHIBIT A.9 CLINICIAN CONSULTATION SERVICES

beneficiaries.

3. Contractor may contract with one or more physicians, clinicians, or pharmacists specializing in addiction in order to provide consultation services. These consultations can occur in person, my telehealth, by telephone, or by asynchronous telecommunication systems.
4. Services shall be claimed in 15- minute increments at a rate of: \$47-62 unit of service (UOS)

**EXHIBIT A.10**

**RECOVERY RESIDENCES/TRANSITIONAL LIVING SERVICES**

Contractor shall provide services in accordance with the following provisions.

**I. SERVICE LOCATIONS**

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Entity Name  
Service Address  
Service Address

**Service Hours:**

Provider #  
NPI#

**II. PURPOSE**

To provide Recovery Residences (RR) services to beneficiaries who require housing assistance in order to support their health, wellness, and recovery with an anticipated unit of service (UOS) of 1,112 per fiscal year. Recovery services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level with emphasis on the beneficiary as the central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management.

**III. TARGET POPULATION**

These services will be provided to any eligible Criminal Justice Involved (AB109) or CalWorks eligible Yolo County resident referred through an access point established by Yolo County, or referred by the Sheriff Department for direct placement.

**IV. SERVICES**

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

**A. Recovery Services Program Requirements:**

1. Recovery Services designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level.
2. 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.
3. Services may be provided based on the beneficiary’s self-assessment or provider assessment of relapse risk.
4. Diagnosis of “remission” is not required to receive Recovery Services

## EXHIBIT A.10

### RECOVERY RESIDENCES/TRANSITIONAL LIVING SERVICES

5. Services may be provided concurrently with Medication Assisted Treatment (MAT) services, including Narcotic Treatment Program (NTP) services.
6. Services may be provided immediately after incarceration with a prior diagnosis of SUD
7. Services may be provided in person, by telehealth, or by telephone.
8. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in the State Contract as a “Covered DMC-ODS Services”, or as a service delivered as part of these services:
  - a. Assessment
  - b. Care Coordination
  - c. Counseling (individual and group)
  - d. Family therapy
  - e. Recovery monitoring, which includes recovery coaching and monitoring designed for maximum reduction of the beneficiary’s SUD.
  - f. 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.
  - g. Effective January 1, 2022, services delivered by peers can no longer be claimed as a component of Recovery Services.
9. **Problem List. See Article 4, Section V. of the Agreement.**
10. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.
11. **Drug testing** of clients at appropriate intervals, as determined by the treatment provider.
12. **Coordination with Other HHS Programs**
  - a. **If a CalWorks involved client:**

Provider will send their CalWorks case manager a monthly progress report that includes; clients progress towards their treatment plan goals, and clients progress towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.
  - b. **If a Child Welfare involved client:**
    - i. Provider will send their Child Welfare case worker a monthly progress report that includes; clients progress towards their treatment plan goals, and clients progress towards finding gainful employment.
    - ii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.

## EXHIBIT A.10

### RECOVERY RESIDENCES/TRANSITIONAL LIVING SERVICES

- iii. Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

**B. Recovery Services Program Components.** Contractor shall provide Recovery Services Program that contains all of the following service components: assessment, care coordination, counseling (individual, group), family therapy, recovery monitoring (including recovery coaching and monitoring designed for the maximum reduction of the beneficiary's Substance Use Disorder (SUD). These services are provided as follows:

**1. DMC-ODS Provider Point of Entry/Initial Screening**

- a. Contractor shall function as a DMC-ODS Provider Point of Entry staffed by certified/registered AOD counselors and/or Licensed Practitioner of the Healing Arts (LPHAs).
- b. Contractor shall conduct an ASAM Criteria screening and ensure such screening obtains relevant information to identify initial treatment needs to link beneficiaries to the most appropriate Level of Care (LOC).
- c. Upon first contact, Contractor shall inform beneficiaries of the benefits to which they are entitled. If the beneficiary appears in person, Contractor shall provide beneficiaries with a same-day screenings, ASAM Criteria, and referral, if available.
- d. The beneficiary may choose to receive DMC-ODS services from Contractor or choose to be referred to another appropriate DMC-ODS provider offering the initial LOC determined by the ASAM screening.
- e. In all cases, Contractor shall consider geographic location, language needs and individual preference when making placement and referrals within the parameters of the ASAM screening results.
- f. In the event the beneficiary's ASAM screening determines the need for a LOC not offered by Contractor, Contractor shall provide:
  - i. The beneficiary a warm hand-off to the appropriate DMC-ODS provider;
  - ii. The completed ASAM tool to the appropriate DMC-ODS provider.
  - iii. Notice to Yolo County HHS at [HHS.A.SUDservices@yolocounty.org](mailto:HHS.A.SUDservices@yolocounty.org)

**2. Assessment.** Contractor shall provide assessment activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.

- a. Assessment services may include one or more of the following components:
  - i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

## EXHIBIT A.10

### RECOVERY RESIDENCES/TRANSITIONAL LIVING SERVICES

- ii. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.
- iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

#### b. Care Coordination

1. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.
  2. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.
  3. Care coordination services shall be provided by an LPHA or a registered/certified counselor.
  4. Care coordination services shall include one or more of the following components:
    - i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
    - ii. 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.
    - iii. 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.
- a. **Individual Counseling.** Contractor shall provide Individual Counseling. Individual Counseling consists of contacts with a beneficiary. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.
- b. **Group Counseling.** Contractor shall provide Group Counseling Services. Group Counseling

**EXHIBIT A.10**

**RECOVERY RESIDENCES/TRANSITIONAL LIVING SERVICES**

consists of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling shall be provided to a group that includes 2-12 individuals.

- c. Family Therapy.** Contractor shall provide Family Therapy Services. Family therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.
- d. Recovery Monitoring.** Contractor shall provide Recovery Monitoring Recovery Monitoring consists of coaching and monitoring designed for the maximum reduction of the beneficiary's SUD. Services may be provided in person, by telehealth, or by telephone.
- e. Relapse Prevention.** Contractor shall provide Relapse Prevention services. Relapse Prevention is a behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. These services include interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary. Services may be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use disorder treatment.

## **EXHIBIT A.11 IN-PERSON ACCESS, SCREENING, AND REFERRAL SERVICES**

Contractor shall provide services in accordance with the following provisions.

### **I. SERVICE LOCATIONS**

Services rendered pursuant to this agreement shall be provided at the following location(s):

Entity Name

Address

Address

Provider # -

NPI# -

### **II. PURPOSE**

To provide in-person screening and referral to substance use treatment providers as appropriate based on the HHSA assigned ASAM brief screening, and approved mental health brief screening tool.

### **III. TARGET POPULATION**

These services will be provided to any eligible Yolo County resident and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109); Indigent; and Co-Occurring severely mentally ill and substance using clients.

### **IV. SERVICES**

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

#### **A. In-person Screening and Referral Program Requirements**

1. Contractor shall have personnel available Monday through Friday 8am-5pm in the three (3) major cities throughout Yolo County; Woodland, West Sacramento, and Davis.
2. Services shall include, but may not be limited to:
  - a. Screening clients using the HHSA assigned ASAM tool and approved mental health brief screening tool
  - b. Triaging clients for risk of suicidality, homelessness, emergency physical health concerns, and need for detoxification/withdrawal management services
  - c. Verifying clients have active Yolo County Medi-Cal, and identify client referral source
  - d. Referring clients to appropriate level of care and service provider, and notify provider of the referral
  - e. Documenting all services provided to clients including, but not limited to; ASAM screening tool results, mental health brief screening tool results, referred/recommended level of care and provider, barriers to referred/recommended level of care and/or provider

## EXHIBIT A.11 IN-PERSON ACCESS, SCREENING, AND REFERRAL SERVICES

through the access log in the County Electronic Health Record (Avatar) or other means as agreed upon by HHSa and contractor

- f.** If clients are referred to a *residential* substance use provider, Contractor must complete the 72-hour *Initial Residential Authorization Form* and submit form to referred provider and HHSa Quality Management staff through the County Electronic Health Record, via secured email, or via fax.
- g.** Staff providing this screening and referral do not need to be registered, certified, or licensed.
- h.** Staff providing the service must have initial and ongoing training as required to adequately perform the screening and referral duties, including but not limited to:
  - i.** Training on the identified ASAM brief screening tool
  - ii.** Training on how to handle situations in which the ASAM brief screening results conflict with beneficiary's ability or desire to participate in the determined level of care
  - iii.** Training on provider network and how to appropriate referral to a provider based on the screening
  - iv.** Collection and documentation of appropriate information obtained at time of screening and referral

## EXHIBIT A.12 EARLY INTERVENTION

Contractor shall provide services in accordance with the following provisions.

### I. SERVICE LOCATIONS

Services rendered pursuant to this agreement shall be provided at the following location(s):

Entity Name

Address

Address

Provider # -

NPI# -

### II. PURPOSE

To provide Early Intervention Services to beneficiaries under the age of 21 who are screened and determined to be at risk of developing an SUD.

### III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

### IV. SERVICES

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

#### A. Early Intervention Program Requirements

1. A SUD diagnosis is not required for early intervention services. This does not eliminate the requirement that all Medi-Cal claims, including DMC-ODS claims, include a CMS approved ICD-10 diagnosis code. In cases where services are provided due to a suspected SUD that has not yet been diagnosed or due to trauma, options are available in the CMS approved ICD-10-CM code list.
2. Early intervention services shall be provided under the outpatient treatment modality and shall be available as needed based on individual clinical need, even if the beneficiary under age 21 is not participating in the full array of outpatient treatment services.
3. A full assessment utilizing the ASAM criteria is not required for a DMC beneficiary under the age of 21 to receive early intervention services; an abbreviated ASAM screening tool may be used. If the beneficiary under 21 meets diagnostic criteria for SUD, a full ASAM assessment shall be performed and the beneficiary shall receive a referral to the appropriate level of care indicated by the assessment.
4. Early intervention services may be delivered in a wide variety of settings, and can be provided in person, by telehealth, or by telephone.

## EXHIBIT A.12 EARLY INTERVENTION

5. Coordination with Screening, Brief Intervention, Referral to Treatment Alcohol and Drug Screening, Assessment, Brief Intervention and Referral to Treatment (SABIRT), commonly known as Brief Intervention, and Referral and Treatment (SBIRT) is not a Drug Medi-Cal Organized Delivery System (DMC-ODS) benefit. This is a benefit in the managed care delivery system for beneficiaries aged 11 years and older. Coordination with SABIRT delivered through Fee-For- Services/Managed Care Plans is required.
6. **Problem List. See Article 4, Section V. of the Agreement.**
7. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.
8. **Drug testing** of clients at appropriate intervals, as determined by the treatment provider.
9. **Coordination with Other HHSA Programs**
  - a. **If a CalWorks involved client:**

Provider will send their CalWorks case manager a monthly progress report that includes; clients progress towards their treatment plan goals, and clients progress towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.
  - b. **If a Child Welfare involved client:**
    - i. Provider will send their Child Welfare case worker a monthly progress report that includes; clients progress towards their treatment plan goals, and clients progress towards finding gainful employment.
    - ii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.
    - iii. Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

## **EXHIBIT A.13 In-Custody**

Contractor shall provide services in accordance with the following provisions.

### **I. SERVICE LOCATIONS**

Services rendered pursuant to this agreement shall be provided at the following location(s):

Entity Name

Address

Address

Provider # -

NPI# -

### **II. PURPOSE**

To provide in-custody Substance Abuse Treatment Services for individuals in the legal system with a capacity to serve up to 10 participants per gender and a length of service of 8 to 12 weeks long, offering additional support past completion to support a positive and successful re-entry into the community.

### **III. TARGET POPULATION**

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

### **IV. SERVICES**

Contractor shall provide the services:

#### **A. In-Custody Treatment Program Requirements**

1. Contractor shall provide In-Custody Substance Use Disorder (SUD) services to adult detainees who are incarcerated in the Yolo County jail and clients identified through an internal and/or external sources, such as:
  - a. Yolo County Sherriff's Treatment coordinator
  - b. Yolo County Probation Department
  - c. Medication Assisted Treatment participants
  - d. Yolo County District Attorney (DA)
  - e. Yolo County Public Defender's Office
  - f. Yolo County Health and Human Services Agency (HHSA)
2. Clients identified through internal and/or external sources shall meet the following criteria and must be willing to participate in an individual screening.
  - a. Conduct screening using the American Society of Addiction Medicine (ASAM)
  - b. Evaluate motivation (Stages of Change) and willingness to participate
  - c. Evaluate ability to participate (i.e. in custody for the next 8-10 weeks)
  - d. Screen for depression using PHQ-9

## EXHIBIT A.13 In-Custody

- e. Screen for anxiety
- f. Screen for co-occurring disorders
- g. Complete all agreements, Release of Information (ROI), consents, etc.
- h. Evaluation of safety risk

### 3. **Problem List. See Article 4, Section V. of the Agreement.**

4. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.

5. **Drug testing** of clients at appropriate intervals, as determined by the treatment provider.

### 6. **Coordination with Other HHS Programs**

#### a. If a CalWorks involved client:

Provider will send their CalWorks case manager a monthly progress report that includes client's progress towards their treatment plan goals and towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

#### b. If a Child Welfare involved client:

- i. Provider will send their Child Welfare case worker a monthly progress report that includes client's progress towards their treatment plan goals and towards finding gainful employment.
- ii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.
- iii. Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

## B. **In Custody Service Components**

Contractor shall provide an In Custody treatment program that contains all of the following Service components :

1. **Assessments.** Contractor shall provide Assessments to participants and determined eligible by referring party and Contactor staff using the Program Requirements (listed above). Staff shall assess need, motivation to change, and evaluation of risk using the ASAM dimensions.
2. **Group Therapy.** Contractor shall provide Group Therapy as follows:
  - a. Face-to-face- shall be one or more counselors or staff to treat two or more clients at the same time with a maximum of 10 in the group, focusing on the needs of the individuals served.
  - b. Male identified Group: 2 hours each, 2 days per week – 4 hours per week up to 10 individuals
  - c. Female identified Groups: 2 hours each, 2 days per week - 4 hours per week up to 10 individuals

**EXHIBIT A.13 In-Custody**

- 3. Individual Counseling Individual.** Contractor shall provide counseling that would be gender-specific and trauma-informed. Services provided in person shall be provided with gender-specific curricula designed for incarcerated individuals as well as Trauma-informed interventions
  
- 4. Care Coordination and Peer Support for re-entry. Care Coordination services shall** assist participants to access needed medical, educational, social, and rehabilitative services. Utilize personal and professional life experience to provide peer support and care coordination to re-entry participants. These services may also assist with interaction with the criminal justice system if needed and additional support after completion for re-entry planning and continued encouragement.

## EXHIBIT B-1. TERMS OF PAYMENT

### I. FEES AND THIRD PARTY PAYMENTS

- A. If applicable, Contractor shall determine if a client (whether a Drug Medi-Cal client or Non-Drug Medi-Cal client) has any funding sources other than County funds, including private insurance or sufficient income to fund services. Contractor shall only bill County for client services after all other funding sources for a client have been exhausted. Contractor shall use due diligence in determining and collecting client and third-party payments.
1. Non-Drug Medi-Cal Clients- shall be assessed and pay a fee to Provider in an amount determined pursuant to this Agreement based on ability to pay. Fees collected shall be allocated to the appropriate program based on Client eligibility and shall be reflected on the Cost Reimbursement Claim Form. Providers should establish and maintain fee schedules on file and submit to County upon request.
  2. Drug Medi-Cal Clients- Pursuant to Title 42 of the Code of Federal Regulations section 438.108, any sharing of cost imposed on Drug Medi-Cal Clients shall be in accordance with Title 42 of the Code of Federal Regulations sections 447.50 through 447.60.
  3. Provider shall seek collection of fees or third-party payment from other sources to the maximum extent practicable.
- B. Provider shall maintain accurate and detailed records of fees charged and fees collected in the fiscal and clinical records as specified in **Article 5**.
- C. Any fees collected shall be deducted from the drug treatment program's cost of providing services under this Agreement. For residential and withdrawal management treatment, fees collected must only be applied to room and board costs.
- D. Fees shall only be collected for services rendered.
- E. Excess fees collected in a fiscal year are those fees collected which exceed the contracted budget for that fiscal year as specified in **Article 2, Section III**.
1. Excess fees may be expended for additional services of the kind described in Exhibit A, subject to written approval by Director or his/her designee. If Contractor does not desire to provide additional services, is unable to do so, or such proposed additional services are not approved by Director, such excess funds may be used to offset any existing allowable cost. Any remaining excess funds shall be immediately paid to County.

### II. AVAILABLE FUNDING

County shall utilize appropriate funds to pay Contractor for any approved claims. Drug Medi-Cal eligible services are eligible for Federal Financial Participation (FFP) by the DMC-ODS program. The Federal SABG funds will not be utilized to pay for any Drug Medi-Cal eligible services.

### III. TRACKING UNITS OF SERVICE AND CLAIMING

- A. Contractor shall establish an internal tracking system that will accurately track and maintain units of service.
- B. 1. If the Contractor has access to AVATAR, Contractor shall also enter claims data in AVATAR, in the format specified by the County and within the timeframes established by County.

2. If the Contractor does not have access to AVATAR, shall submit claims data with invoices in the format specified by the County to [HNSA-BHClaims@yolocounty.org](mailto:HNSA-BHClaims@yolocounty.org).
- C. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the then current DHCS Billing Manual for the available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, which may be amended from time to time. The use of the codes is subject to change in accordance with changes in federal, state or County guidelines.
  - D. Contractor shall maximize the FFP reimbursement by claiming all possible Drug Medi-Cal services and correcting denied services for resubmission as needed.

#### IV. INVOICING

- A. Contractor shall submit monthly invoices for payment to County no later than **fifteen (15)** days after the completion of the month in which services have been rendered. Invoices for claims that must first be billed to a third party, e.g. Medicare, insurance, etc., must be submitted no later than **65 days** after services have been rendered. Any invoice for claims that is submitted and rejected due to lack of necessary information must be resubmitted immediately upon rejection.
- B. County reserves the right to deny any late claim. Any late claims submitted to County must be submitted separately from the regular monthly claim, grouped by month of service, and supported with evidence of good cause.
- C. Invoices for payment may be submitted to County in an electronic format to [HNSA-BHClaims@yolocounty.org](mailto:HNSA-BHClaims@yolocounty.org). All invoices shall be submitted with any required supporting documentation accompanying the invoice. If an invoice or any of the supporting documents contains confidential client information, the invoice and supporting documentation must be encrypted for transmission.

~~Late claims submitted with a written request within a reasonable timeframe before the one-year regulation cut off, if it is due to circumstances beyond the control of the Contractor and with evidence of good causes acceptable for federal/state reimbursement, may be approved by the Director for claim submission.~~

##### ~~1. Non-Drug Medi-Cal Claims~~

~~If Non Drug Medi-Cal applies, Contractor shall submit monthly invoices no later than 45 days after completion of the month in which services have been rendered. Claims that must first be billed to a third party, e.g. Medicare, insurance, etc., must be submitted no later than 65 days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within 20 days of the date of the initial rejection.~~

~~For Non Drug Medi-Cal, late claims submitted with a written request within a reasonable timeframe, if it is due to circumstances beyond the control of the Contractor, may be approved by the Director for claim submission~~

- D. Invoices shall be complete and accurate and must include all required information regarding the claimed services, including:
  1. The invoice must be accompanied with the following required supporting documentation.
    - a. Yolo County Claim Form
    - b. AVATAR Client Template Report (if Contractor has access to AVATAR)

- c. AVATAR Client Daily Charges Report (if Contractor has access to AVATAR)
  - d. AVATAR Client Template Form (if Contractor does not have access to AVATAR)
  - e. Medi-Cal Swipes (determine if client is a Yolo County beneficiary)
  - f. If applicable, Explanation of Benefits (EOB) (determine if client has Medicare or other health coverage)
2. Upon request by County, Contractor shall also provide additional supporting documentation which may include, but is not necessarily limited to:
- a. written authorization for services,
  - b. daily transactions certified by the individual service providers,
  - c. progress notes,
  - d. time sheets,
  - e. labor distribution,
  - f. general-ledger printouts.
- E. All supporting documentation created by Contractor must be retained for audit purposes, as specified in **Article 5 and Article 6**, even if not requested by County during the claiming/invoicing process.

**V. PAYMENTS**

- A. Monthly payments for invoiced services shall be based on the units of time assigned to each CPT or HCPCS code entered in AVATAR multiplied by the service rates in Exhibit B-2.
- B. 1. County shall make payments to Contractor for services claimed and invoiced by Contractor prior to submitting a claim for FFP reimbursement.
2. In the event any FFP claim is denied/rejected by the Federal and/or State government, Contractor shall take all actions necessary to obtain such approval.
3. If any denied claim by Federal and/or State government is not finally approved for payment reimbursement, Contractor's next payment from County shall be reduced by the amount of FFP denied/rejected claims.
4. Contractor disallowances are the Contractor's fiscal and programmatic responsibility, per Section VII., below.
- C. County's payments to Contractor for performance of invoiced services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in **Article 7 and this Exhibit B-1, Section VII.**

**VI. NONCOMPLIANCE**

- A. Drug Medi-Cal services may only be provided by Contractor at specific sites as approved by County and DHCS. Contractor shall ensure that claiming for each Contractor site has been approved by County and DHCS prior to Drug Medi-Cal service delivery. In no event shall County pay Contractor for Drug Medi-Cal services that were not approved by County and DHCS for a specific site.
- B. In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due to Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.

**VII. REPAYMENT/RECOUPMENT**

- A.** County will demand repayment from Contractor for compensation made to the Contractor, if any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason, including denials for FFP reimbursement to County due to Contractor's failure to submit timely claims and invoices.
- B.** Any such disallowance related to the current term of this Agreement will be due and payable immediately to County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
- C.** Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
- D.** In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to County for any balance due based on a payment plan negotiated with and approved by the Director.

**VIII. RESTRICTIONS OF THE USE OF FUNDS**

- A.** Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol - related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol [See California Health and Safety Code sections 11999 through 11999.3]. By signing this Agreement, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.
- B.** No Substance Abuse Prevention and Treatment (SABG) Block Grant funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.
- C.** County reserves the right to monitor to ensure that funds are not used to supplant funds from any existing fund source or mechanism currently used to provide drug treatment services in County. No funds made available through this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- D.** No state or federal funds shall be used by Contractor for sectarian worship, instruction, or proselytization. No state funds shall be used to provide direct, immediate, or substantial support to any religious activity.
- E.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

**IX. ADDITIONAL PROVISIONS**

- A. Contractor shall hold harmless the federal and/or state governments and clients in the event that County does not pay for services in accordance with this Agreement.
- B. See also **Article 12.**

**[End Exhibit B-1]**

**EXHIBIT B-2. FINANCIAL INFORMATION AND SCHEDULES: PROVIDER RATE TABLE**

## **EXHIBIT C. INSURANCE**

### **I. INDEMNIFICATION**

**A.** Contractor shall exercise all care and judgment consistent with good practices in the performance of the services required by this Agreement.

**B.** With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless County of Yolo and its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

**C.** Any subcontractor must agree to be bound to County of Yolo in the same manner and to the same extent as Contractor is bound to County of Yolo under this Agreement. Any subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

### **II. INSURANCE**

**A.** During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

**1.** Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

- a.** Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Contract, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
- b.** Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
- c.** Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.
- d.** Professional Liability (Errors and Omissions) (If applicable, see below)

**2.** Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:

- a.** Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

- b. Automobile Liability – \$1,000,000 per accident for bodily injury and property damage
- c. Professional Liability/Malpractice/Errors and Omissions –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
- d. Workers’ Compensation – Statutory Limits/Employers’ Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

**3. OTHER INSURANCE PROVISIONS**

- a. **Additional Insured Status** - County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
  - b. **Primary Coverage** - The Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
  - c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to County.
  - d. **Waiver of Subrogation** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County of Yolo (if agreed to in a written contract or agreement) before County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three

years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

6. The Contractor shall declare all aggregate limits on the coverage before commencing performance under this Agreement, and the County Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
  7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
  8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
  9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
  10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to

the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

- E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

### III. WORKERS' COMPENSATION

- A. Contractor shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with County in a form substantially as set forth below.

#### **WORKERS' COMPENSATION CERTIFICATE**

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that County is relying on this representation in entering into this Agreement.

### IV. LIABILITY INSURANCE FOR LICENSED RESIDENTIAL SUD RECOVERY OR TREATMENT FACILITIES

- A. As required by AB 1158, which amends Health and Safety Code 11834.10, and as outlined in BHIN 22-023, licensed residential SUD recovery or treatment facilities shall have and maintain minimum liability insurance coverage to protect residents. In the event the County insurance requirements, as prescribed in Section II of this Exhibit, fall below these limits, Contractor shall at all times maintain at least the level of insurance as prescribed below, which cannot be waived by the County.
- B. Licensed residential SUD recovery or treatment facilities that serve more than six residents, shall have and maintain, at all times all of the following insurance coverages:
  - 1. Commercial general liability insurance that includes coverage for premises liability, products and completed operations, contractual liability, personal injury and advertising liability, abuse, molestation, sexual actions, and assault and battery, with minimum coverage amounts for bodily injury or property damage of not less than one million dollars (\$1,000,000) per occurrence.
  - 2. Commercial or business automobile liability insurance covering all owned vehicles, hired or leased vehicles, non-owned vehicles, and borrowed and permissive uses, with minimum coverage amounts for bodily injury or property damage of not less than one million dollars (\$1,000,000) per occurrence.
  - 3. Workers' compensation insurance, as required by law. Notwithstanding subdivision (b) of Section 3700 of the Labor Code, a certificate of self-insurance obtained pursuant to that subdivision does not satisfy this requirement.

4. Employer's liability insurance, with minimum coverage amounts for bodily injury or disease of not less than one hundred thousand dollars (\$100,000) per occurrence.
  5. Professional liability and errors and omissions insurance that includes an endorsement for contractual liability, with minimum coverage amounts of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. If applicable, the contract shall include an endorsement for defense and indemnification of any government entity with which the licensee has contracted.
- C. Licensed residential SUD recovery or treatment facilities that serve six or fewer residents, shall have and maintain, at all times, general liability insurance coverage.
  - D. Licensed residential SUD recovery or treatment facilities shall maintain records demonstrating compliance with Health and Safety Code, section 11834.10.
  - E. Contractor shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Agreement be cancelled or non-renewed, it is the Contractor's duty to notify County immediately upon receipt of the notice of cancellation or non-renewal.
  - F. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of this Agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

**EXHIBIT D. HIPAA BUSINESS ASSOCIATE &  
QUALIFIED SERVICE ORGANIZATION AGREEMENT ADDENDUM**

**RECITALS**

- A. The purpose of this Business Associate Agreement Addendum (“this Addendum”) to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable privacy and security laws, including the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, 42 USC §290dd-2 and 42 CFR Part 2.
- B. Definitions. All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 CFR Parts 160 and 164 and 42 CFR Part 2.
- (a) Business Associate. “Business Associate” shall mean the party with whom the County of Yolo (“the County”) is contracting or Contractor, as referenced above. If applicable, Business Associate may also be a Qualified Service Organization (QSO) as defined by 42 CFR Part 2 §§2.11 and 2.12.
- (b) Underlying Agreement. “Underlying Agreement” shall mean the Agreement between the County and the Business Associate, to which this Addendum is attached and incorporated.
- (c) Covered Entity. “Covered Entity” shall mean the covered components of the County of Yolo hybrid entity which are subject to the standards for privacy and security of 45 CFR, Parts 160 and 164. If applicable, Covered Entity may also be a “federally assisted Part 2 program” as defined by 42 CFR Part 2 §§2.11 and 2.12.
- (d) Protected Health Information. “Protected Health Information” shall have the same meaning as defined in 45 CFR Parts 160 and 164.
- (e) Patient Identifying Information. “Patient identifying information” shall have the same meaning as defined in 42 CFR Part 2 §2.11.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Permitted Uses and Disclosures by Business Associate.

Pursuant to the Underlying Agreement Contractor will provide the services delineated in Exhibit A, Scope of Services of the Underlying Agreement as specifically requested by the County that may involve the use and disclosure of protected health information (PHI) or Electronic Protected Health Information (EPHI) related to the treatment and care of clients.

Except as otherwise specified herein, Contractor will be given access to the County’s Electronic Health Record and Practice Management System (AVATAR). Such access will be granted to specific individuals by named user accounts/logons and user roles, upon completion of the County’s AVATAR Practitioner ID enrollment process. Contractor agrees to abide by all County policies and procedures regarding AVATAR. Contractor may only access Avatar and make use of it in order to perform its obligations under the Underlying Agreement between the parties.

As otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity and the use or disclosure of PHI and EPHI is limited to the minimum amount necessary for Business Associate to perform its obligations pursuant to the Underling Agreement.

## 2. Obligations and Activities of Business Associate.

Business Associate shall:

(a) Not use or disclose PHI or EPHI, other than as permitted or required by this Addendum or as required by law.

(b) Use appropriate safeguards and comply with 45 CFR Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.

(c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.

(d) Report, as soon as reasonably practicable, and within twenty-four (24) hours for security incidents, as defined in 45 CFR §164.304, and within one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

(i) Alberto Lara, County's Interim Privacy Officer-Risk Manager/Safety Officer at [alberto.lara@yolocounty.org](mailto:alberto.lara@yolocounty.org); and

(ii) Lee Gerney, County's Information Security Officer-Chief Technology Officer at [lee.gerney@yolocounty.org](mailto:lee.gerney@yolocounty.org), and

(iii) Katherine Barrett, HHS Behavioral Health Compliance Officer at [HHS.BHCompliance@yolocounty.org](mailto:HHS.BHCompliance@yolocounty.org).

This report will include at least the following information:

(i) the nature of the non-permitted or violating use or disclosure or Security Incident; and

(ii) the PHI and EPHI used or disclosed.

This report does not relieve Business Associate of his/her/their continuing obligations under the underlying Agreement or any State or Federal reporting requirements.

(e) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.

(f) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or,

as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524.

(g) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to 45 CFR §164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.

(h) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.

(i) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR §164.528.

(j) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected of disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR §164.528.

(k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.

(l) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.

(m) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

(n) Business Associate will ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees in a written contract to implement and use administrative, physical and technical safeguards that reasonably protect the integrity and availability of the electronic protected health information.

Business Associates must enter into the written contract before any use or disclosure of PHI or EPHI by such agent or subcontractor. The written contract must identify Yolo County as a direct and intended third party beneficiary, with the right to enforce any breach of the contract concerning the use or disclosure of electronic protected health information. Business Associate will provide a copy of the written contract to the County upon request. The

Business Associate Agreement or written contract will include notification of a breach of unsecured PHI as referenced in section 2d., above.

(o) Business Associate will comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

(p) To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits PHI or EPHI that is patient identifying information protected by 42 USC §290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”) Business Associate acknowledges and agrees that:

(i) that it is a QSO as defined by 42 CFR Part 2 §§2.11 and 2.12;

(ii) in receiving, storing, processing or otherwise dealing with any such patient records, Business Associate is fully bound by the Part 2 Regulations and Business Associate shall comply in full with those requirements, including the prohibition against redisclosure.;

(iii) Business Associate will resist, in judicial proceedings or otherwise, any efforts to obtain access to patient records, except as permitted by the Part 2 regulations;

(iv) any unauthorized disclosure/redisclosure or use of information under the Part 2 regulations is a federal criminal offense.

### 3. Obligations of Covered Entity.

Covered Entity shall:

(a) notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation(s) may affect Business Associate 's use or disclosure of PHI and EPHI.

(b) notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI and EPHI.

(c) notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

(d) not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity. Consultant may use or disclose the CANS PHI for data aggregation or management and administrative activities of Business Associate as necessary to fulfill the terms of the main agreement and in accordance with and as permitted by with HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

### 4. Term and Termination.

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

(a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered

Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.

(b) Termination for Cause. Upon County of Yolo's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Yolo may terminate this Addendum and the Underlying Agreement immediately upon written notice.

(c) Effect of Termination.

(i) Except as provided in paragraph (ii) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI. Business Associate shall not destroy any PHI or EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity without the express written approval of Covered Entity.

(ii) In the event that Business Associate determines that returning the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make its return infeasible. Upon the agreement of Covered Entity that return is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return infeasible, for so long as Business Associate maintains such PHI and EPHI, or until Covered Entity authorizes its destruction.

#### 5. Miscellaneous Terms:

(a) Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, whose services may be used to fulfill obligations under the Underlying Agreement, are or will be appropriately informed of the terms of this Addendum and are under legal obligation to fully comply with all provisions of this Addendum.

(b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum shall survive the termination, expiration, or cancellation of the Underlying Agreement, regardless of reason.

(c) No Third-Party Beneficiaries. Nothing express or implied in the Underlying Agreement or this Addendum is intended to confer, nor will anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

(d) Notices. Any notices required or permitted to be sent pursuant to this Addendum will be in writing and will be sent, Certified Mail, Return Receipt Requested, or by a recognized international courier. Notices will be sent to the addresses set forth above in the Terms and Conditions Exhibit of the Underlying Agreement, or to such other address as a party may designate by notice pursuant hereto. Notices will be effective upon the date when delivery is either effected or refused.

(e) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with HIPAA, the HITECH Act, HIPAA Regulations, Part 2 Regulations, and other applicable privacy and security laws.

(f) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with of HIPAA, the HITECH Act, HIPAA Regulations, Part 2 Regulations, and other applicable privacy and security laws.

(g) Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

(h) Severability. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

**EXHIBIT E. PERFORMANCE MEASURES**

**ATTACHMENT 1- Perinatal Guidelines**

[https://www.dhcs.ca.gov/Documents/CSD\\_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.pdf](https://www.dhcs.ca.gov/Documents/CSD_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.pdf)

**ATTACHMENT 2**

**HHSA SABG Standards Policy and Procedure 6-1-002, effective July 1, 2018**

<https://www.yolocounty.org/home/showpublisheddocument/75403/638036767326500000>

**ATTACHMENT 3 Yolo/DHCS Contract**