AMENDMENT #1 TO THE RENEWAL CONTRACT WITH MIDVALLEY RECOVERY FACILITIES, INC, D/B/A PATHWAYS (RES. 19-132)

THIS AMENDMENT is dated this 28th day of May, 2019 by and between MIDVALLEY RECOVERY FACILITIES, INC, D/B/A PATHWAYS, hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County". Said Amendment will renew and amend the prior Agreement between the parties entitled Personal Services Contract, as approved on April 9, 2019, per Resolution No. 19-132.

WHEREAS, the County has contracted with Contractor to provide residential treatment and withdrawal management services for referred clients of Nevada County, for the contract term of July 1, 2018 through June 30, 2019; and

WHEREAS, the parties desire to amend their agreement to: 1) extend the Contract Termination Date from June 30, 2019 to June 30, 2020; 2) increase the Maximum Contract Price from $84,000 to $115,500 (an increase of $31,500); 3) revise Exhibit "A", "Schedule of Services", to include additional services provided; and 4) revise Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of May 1, 2019.
2. That Section (§2) Maximum Contract Price, shall be changed to the following: $115,500.
3. That Section (§3) Contract Termination Date, shall be changed to the following: 06/30/2020.
4. That Exhibit "A", "Schedule of Services", shall be revised to the amended Exhibit "A" as attached hereto and incorporated herein.
5. That Exhibit "B", "Schedule of Charges and Payments", shall be revised to the amended Exhibit "B" as attached hereto and incorporated herein.
6. That in all other respects the prior Agreement of the parties shall remain in full force and effect.

COUNTY OF NEVADA:

By:_____
Honorable Richard Anderson
Chair of the Board of Supervisors

ATTEST:

By:_____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

CONTRACTOR:

By: _____
Ed Anderson
Executive Director
430 Teegarden Avenue
Yuba City, CA 95991

EXHIBIT "A"
SCHEDULE OF SERVICES
MIDVALLEY RECOVERY FACILITIES, INC., D/B/A PATHWAYS

Midvalley Recovery Facilities, Inc., d/b/a Pathways hereinafter referred to as "Contractor" shall provide comprehensive and integrated residential treatment and withdrawal management program services for adults over the age of eighteen (18), serving both males and females, for the recovery and treatment of alcohol/drug dependency for authorized clients of Nevada County for the Behavioral Health Department, hereinafter referred to as "County".

The following services are included in this contract:

A. Residential Treatment

B. Residential Withdrawal Management Treatment Services

A. RESIDENTIAL TREATMENT:

Program Overview: Residential, Withdrawal Management

Contractor's residential treatment and withdrawal management programs provide comprehensive treatment services to adult men and women, over the age of eighteen (18), in a carefully structured and supportive environment with a high degree of accountability. Contractor shall provide an integrated continuum of care for a client that focuses on each unique individual and his/her family system.

Contractor shall provide a safe, supportive, social model, non-medical model treatment environment 24 hours/ 7 days a week. Contractor will be co-occurring disorder and Rapid Re-Housing competent, accept clients who are receiving Medication Assisted Treatment, and connect clients to employment and related services as soon as possible. Clients may stay in residential treatment for varying lengths of time based on an assessment and treatment authorization from County. The individual treatment authorization will be for a maximum of 30 calendar days. Contractor will submit to the county in writing a treatment extension request, including an American Society of Addiction Medicine (ASAM) criteria Level of Care (LOC) assessment, documenting the need for the extension of residential treatment services. Any additional authorization is not to exceed 30 calendar days. The Addiction Severity Index (ASI) – Edition #5 along with the ASAM criteria will be administered to all clients entering any level of treatment. A substance use related disorder, and mental health diagnosis, if appropriate, diagnosis will be established completed on all clients using the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM). Clients will be moved to the least restrictive level of care appropriate based on clinical staffing case review (including ASAM, ASI, and DSM diagnosis). Clients with a score of placing in Level 3.1 or 3.5 on ASAM will be admitted to residential treatment. Discharge planning will commence upon entry into the treatment program. Contractor shall foster conditions which will support reintegration of the client into the community by providing a stable residential

situation and partnering with the client on active discharge planning. Contractor shall maintain at all times trained, skilled paid staff on every shift. All staff providing direct alcohol and other drug (AOD) services to the residents of the program must be either registered or certified with a DHCS approved certifying organization. A certified addictions counselor shall be on site at least 16 hours per day. The Contractor shall maintain a documented staffing plan that covers staffing strategies for business hours, after hours and weekends. The plan will detail the use of peer volunteers and paid staff, and the minimum qualifications required for each position and/or situation.

Residential and Withdrawal Management Program Components:

All policies and procedures for refusal to admit an individual to or for terminating an individual from a program will be subject to County review. All terminations will be reported as soon as the decision is in process and no later than the actual termination. If it is a weekend, a voicemail message will be left with the County contact in addition to all regular discharge communications and processes. Residential providers will not automatically discharge a beneficiary who has tested positive on a urine analysis unless it is determined that they are an imminent risk to themselves or other clients. Instead, the beneficiary will receive an individual counseling session, to determine what triggered the use and may be re-assessed to a different level of care when appropriate with a concurrent adjustment to the treatment plan. A face-to-face meeting with the county case manager and/or probation officer (if applicable) is recommended as well.

REFERRAL & AUTHORIZATION

a) Referrals

Clients may be referred to Contractor through an authorized County agency or may be self-referred. All clients that will be funded with County funds must have a prior authorization from County.

1) Self-referred clients may be screened by Contractor for eligibility
2) Clients that do not meet the criteria for residential placement will be referred to outpatient substance use treatment program
3) Clients that meet criteria after initial screening by Contractor will be referred to County for full assessment for eligibility
4) Contractor will notify County in writing of the referral for a full assessment on the same date the initial assessment was completed by Contractor.
5) Clients that contact the County to request residential treatment will be given an appointment with the County for an assessment

b) Authorization

All clients that will be funded for residential services with County funds must have prior written authorization from Nevada County Behavioral Health Department.

1) County will notify Contractor in writing that a client has been assessed to meet eligibility for residential treatment.
2) County will issue a written authorization for up to 30 calendar days for residential treatment
3) Contractor shall not be reimbursed by County for services rendered to a client's that are not pre authorized by County for treatment.

c) Re-Authorization

Clients may be eligible for re-authorization to extend their residential treatment services only upon pre-approval by County.

1) Contractor will submit a treatment extension form in writing to the County Department which funds the client's treatment no later than 5 business days prior to expiration date of the current authorization period.

2) Contractor will submit a progress report with the re-authorization request a progress report, including a new ASAM criteria assessment justifying the re-authorization request. County shall determine whether to grant or deny the request for extension prior to the expiration of the client's current authorized length of treatment.

RESIDENTIAL Treatment Services:

RESIDENTIAL LEVEL 3.1– Clinically Managed Low Intensity

Provides 24-hour structure with available trained personnel and at least 5 hours of clinical service per week of low-intensity treatment of substance use related disorders and preparation for outpatient treatment. Treatment is characterized by services such as individual, group, and family counseling and psychoeducation. These services facilitate the application of recovery skills, relapse prevention, and emotional coping strategies.

RESIDENTIAL LEVEL 3.5– Clinically Managed High-Intensity

Provides 24-hour care with trained counselors to stabilize multidimensional imminent danger and preparation for outpatient treatment. Services include at least 5 hours of clinical service per week designed to assist clients whose addiction is so out of control that they need a 24-hour high intensity, supportive treatment environment.

1. Intake:

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

2. Individual and Group Counseling: Contacts between a beneficiary and a therapist or counselor.

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

4. Family Therapy: The effects of addiction are far-reaching and patient's family members and loved ones also are affected by the disorder. By including family

members in the treatment process, education about factors that are important to the patient's recovery, as well as their own recovery, can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

5. Safeguarding Medications: Facilities will store all resident medication and facility staff members may assist with resident's self-administration of medication.
6. Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.
7. Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.
8. Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed within ten (10) days of admittance to the program, reviewed every 30 days, and then updated every 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The Treatment Plan will be written to address these seven (7) domains:
    a) Drug Use and/or Withdrawal Potential
    b) Biomedical/Behavioral Conditions and Complications (physical health)
    c) Emotional/Behavioral Conditions and Complications (mental health)
    d) Treatment Acceptance/Resistance/Readiness to Change
    e) Relapse/Continued Use Potential
    f) Recovery Environment (Family, Social, Educational, Vocations)
    g) Discharge Planning (plan for reintegration into community after discharge, including permanent housing and support)

    Contractor shall provide a copy of the Individual Treatment Plan, including Discharge Planning, to the County within two weeks of client admittance. Treatment Plans include three basic phases: 1) Stabilization; 2) Core Program; and 3) Preparation and Action.

9. Transportation Services: Provision of or arrangement for transportation to and from medically necessary treatment.
10. Case Management: Service to assist beneficiaries in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Case management can be face-to-face or over the telephone and shall be consistent with and shall not violate confidentiality of alcohol or drug patients as

set forth in 42 CFR Part 2, and California law. The components of case management include:

a) Comprehensive assessment and periodic reassessment of individual needs to determine the need for the continuation of case management;
b) Transition to a higher or lower level of SUD care;
c) Development and periodic revision of a client plan that includes service activities;
d) Communication, coordination, referral, and related activities;
e) Monitoring service delivery to ensure beneficiary access to service and the service delivery system;
f) Monitoring the beneficiary's progress; and
g) Patient advocacy, linkages to physical and mental health care, transportation, and retention in primary care services.

11. Physician Consultation: Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with the client; rather, they are designed to assist DMC physicians with seeking expert advice on designing treatment plans for specific clients, and to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.
12. Discharge Services: The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

Contractor shall utilize evidence-based practices (EBPs) and curricula throughout the programs. The practices must have efficacy as referenced in literature and be identified as a best practice at the SAMHSA website (http://www.samhsa.gov).

Overviews of these practices are listed below:

Seeking Safety: Seeking Safety is a present-focused treatment for clients with a history of trauma and substance abuse, listed on SAMHSA's National Registry of Evidenced-Based Programs and Practices (NREPP). This modality is delivered by MFTs in group and individual settings, and was chosen due to the prevalence of prior trauma (including domestic violence) in our population.

Seeking Safety focuses on coping skills and psycho-education and has five key principles: 1) safety as the overarching goal (helping clients attain safety in their relationships, thinking, behavior, and emotions); 2) integrated treatment of Post-Traumatic Stress Disorder, Substance Use & other addictive behaviors (smoking, excessive spending, gambling, pornography, etc.); 3) a focus on ideals to counteract the loss of ideals in both PTSD and substance use; 4) four content areas: cognitive, behavioral, interpersonal, and case management; and 5) attention to clinician processes (helping clinicians work on counter-transference, self-care, and other issues). Results from trials showed significant improvements in substance use (both alcohol and drug), trauma-related symptoms, suicide risk, suicidal thoughts, social adjustment, family functioning, problem solving, depression, cognitions about substance use, and didactic knowledge related to the treatment.

Motivational Interviewing: Motivational interviewing (MI) is an evidence-based strategy designed to address ambivalence to change. According to SAMHSA's Center for Substance Abuse Treatment, "MI is a client-centered, directive method for enhancing intrinsic motivation to change (by exploring and resolving ambivalence) that has proven effective in helping clients clarify goals and commit to change". MI can also be modified to meet the special circumstances of clients with co-occurring disorders (COD).

Cognitive Behavioral Therapy (CBT): Cognitive-Behavioral Therapy is a form of psychotherapy proven in numerous clinical trials to be effective for a wide variety of disorders. Therapists help clients to overcome their difficulties by changing their thinking, behavior, and emotional responses. Outcomes include decreases in: Post Traumatic Stress Disorder symptoms, self-blame, problem behaviors, and depression. CBT is a strategy used in group and individual sessions.

Eye Movement Desensitization and Reprocessing (EMDR): is a comprehensive, integrative psychotherapy approach. It contains elements of many effective psychotherapies in structured protocols that are designed to maximize treatment effects. These include psychodynamic, cognitive behavioral, interpersonal, experiential, and body-centered therapies. EMDR is delivered on an individual basis by a specifically trained LMFT (Licensed Marriage and Family Therapist). EMDR is an evidence-based practice determined to be effective by the American Psychiatric Association; the therapy was also an "A" category, strongly-recommended practice for the treatment of trauma by the Department of Defense and the Department of Veterans Affairs.

Family Team Meetings: Family Team meetings are modeled on Family Group Decision Making (FGDM), an approach recognized by the California Evidence Based Clearinghouse that positions the "family group" as leaders in decision-making. FTMs are convened every 30 days, led by the Program Manager and engaging informal and formal support, including counselors, therapists, social worker, MD, etc. along with identified social supports (family, friends, clergy etc.). Through this process, the "family group" (the client, their families, their support networks, and community members) is given the opportunity to develop recovery plans. Since the "family group" is involved, the plans have a greater likelihood of being family-centered, reflective of the family group's culture and strengths, and comprehensive.

The intent of these plans is to resolve the issues endangering both clients' and their family members' health and wellbeing. This strengths-based practice is appropriate for mothers in recovery, many of whom have children in the Child Welfare System. The process emphasizes recovery capital by strengthening family support networks, increasing social connections, supporting effective community-based recovery support services, and respecting the client as an asset in her own recovery. This is important, both to increase attractiveness of the service and effectiveness as it fosters strength, self-worth, and capability in the individuals own recovery process.

Interactive Journaling (Change Companies): The Change Companies curricula are designed not only to enable programs to implement leading behavioral-change research, but to do so in a way that is accessible, meaningful and motivational for the program participant. Curricula are delivered in education groups at Hope House and SPRTP. Interactive Journals deliver core behavior-change content combination with targeted questioning designed to engage participants in exploring risks, needs and skill deficits, as

well as strengths, resources and solutions to problem behaviors. Clients are provided a set of workbooks (up to 15 if authorized for 90 days) upon entry into the program which are split out for the duration of their program. They retain those completed when they are discharged from the program.

Managing Co-occurring Disorders Curriculum: This twelve-lesson format provides a focal point for specific treatment of adults with co-occurring disorders. The program utilizes 12 workbooks (20-50pgs) to offer a cognitive behavioral approach using reading, journaling, and discussion, all of which are delivered by the group facilitator using motivational interviewing. This also utilizes the Stages of Change to elicit change talk by the client in moving from pre-contemplation to maintenance of the disorders through participation in the program. The twelve core sessions include; 1) Orientation, 2) Responsible Thinking, 3) My Individual Change Plan, 4) Values, 5) Substance Use Disorders, 6) Handling Difficult Emotions, 7) Lifeskills, 8) Healthy Relationships, 9) Maintaining Positive Change, 10) Mental Health Disorders, 11) Transition, 12) Employment Skills.

Living In Balance Curriculum: Living in Balance is an NREPP recognized, evidence-based psychoeducational treatment program published by Hazelden, supported by the National Institutes of Drug Abuse (NIDA). Living in Balance (LIB): Moving from a Life of Addiction to a Life of Recovery is a manual-based, comprehensive treatment program that emphasizes relapse prevention. LIB consists of a series of 1.5- to 2-hour psychoeducational and experiential training sessions. LIB can be delivered on an individual basis or in group settings with relaxation exercises, role-play exercises, discussions, and workbook exercises. The psychoeducational sessions cover topics such as drug education, relapse prevention, available self-help groups, and sexually transmitted diseases (STDs).

The experientially based or interactive sessions are designed to enhance the client's level of functioning in certain key life areas that are often neglected with prolonged drug use: physical, emotional, and social well-being, adult education opportunities, vocational development, daily living skills, spirituality/recovery, sexuality, and recreation/leisure. These sessions include a large amount of role-play with time to actively process personal issues and learn how to cope with everyday stressors.

Strengths-Based Case Management: Case management is identified as a promising practice related to increased access and attractiveness of services, quality of service dose, especially related to assertive linkages to community resources. Originally developed at the University of Kansas School of Social Welfare to help people with mental illness transition from institutionalized care to independent living *(Rapp and Chamberlain, 1985),* this strengths-based model is based on two primary principles: (1) providing clients support for asserting direct control over their search for resources (2) examining clients' own strengths and assets as the vehicle for resource acquisition.

Special Issues Addressed:

Contractor’s residential programs have comprehensive policies and procedures to work with specific populations such as:

1) Women’s and men’s issues
2) Clients with trauma and sexual assault issues

3) Clients with co-occurring disorders
4) Clients with specific criminal justice issues
5) Clients with literacy issues.

County reserves the right to visit the residential program and to walk through the facility without any prior notice. County staff will be courteous and non-disruptive to the ongoing treatment program when performing this function. The County further reserves the right for county department staff to participate in any of the treatment groups with reasonable prior notification to the Contractor and written consent of all group participants.

Discharge/ Relapse Prevention/ and Community Integration: Contractor's residential program prioritizes transition (or discharge) planning, beginning at intake to support successful reintegration. Contractor's programs include the following components:

a. Family Team Meetings: a key strategy to support successful reintegration through engaging the participant and the identified support system to collectively support the participant's plan.

b. Follow-up Care: During intake consent for follow-up is signed by each participant and upon successful completion each participant is called at 30 days, 90 days, 6 months, and 1 year after completion of program to assess their level of success and/or needs for additional services or referrals. Reports are compiled on an annual basis and disseminated to staff. Individuals are encouraged to attend weekly Alumni meetings and regularly check in with staff on their current status.

c. Case Management: Contractor's social worker provides strength-based case management to identify appropriate resources and plans with respect to housing, employment, education, medical services, and support clients to achieve other milestones toward greater self-sufficiency (e.g. childcare enrollment; obtaining and improving credit scores, etc.).

d. Transition Plan: A written transition plan is prepared when a person is transferred to another level of care, an aftercare program, or prepares for discharge. In addition to resources, the plan will identify the person's current progress in his/her own recovery and movement toward well-being; need for support systems; as well as information on medications, when applicable; referral source information; and communication on options available should symptoms recur.

   Contractor will report to the County the date of discharge or termination and discharge status within one business day. Contractor can confirm successful planned discharge via email to the designated County Contact but needs to call the designated contact prior to any unplanned termination.

e. Contractor will not automatically discharge a beneficiary who has tested positive on a urine analysis unless it is determined that they are an imminent risk to themselves or other clients. Instead, the beneficiary will receive an individual counseling session, to determine what triggered the use and may be re-assessed to a different level of care when appropriate with a concurrent adjustment to the treatment plan. A face-to-face meeting with the county case manager and/or probation officer (if applicable) is recommended as well.

WITHDRAWAL MANAGEMENT:

1. Contractor will provide ASAM level 3.2 Clinically Managed Residential Withdrawal Management, sometimes referred to as "social setting detoxification".
2. Contractor's withdrawal management services shall be in full compliance with all applicable county, state, and federal laws, ordinances, rules and regulations and shall remain in full compliance during the term of any contract with the County.
3. Contractor shall maintain at all times trained, skilled paid staff on every shift that have been trained on CPR, Life Support and Withdrawal Management.
4. Withdrawal Management is considered to be a minimum of 72 hours but is not to exceed 21 days.
5. Contractor shall maintain policies and procedures that include under what conditions nursing and physician care is warranted and/or when transfers to a medically monitored facility or an acute care hospital are necessary.
6. The Contractor shall maintain policies and procedures that include under what conditions a client is accepted into the residential program who receives Medication Assisted Treatment (MAT) through another provider in the community.
7. Contractor will partner with the County to develop an appropriate aftercare plan for each person referred under the terms of the contract.
8. Contractor will provide case management services and seek physician consultation when appropriate.

Outcome Reports:

Contractor will provide following reports for Residential and Withdrawal Management

Weekly written reports will be submitted to the County AOD Program Manager and are due every Friday of the week by 12:00 pm:

a) Timeliness of access to services data
b) ASAM Level of Care data

Quarterly Report will be submitted to the County AOD Program Manager, are based on the fiscal year and are due by the last day of the month following each quarter.

The Quarterly Report will include the following information:

- Number of clients enrolled in Residential treatment for that quarter.
- Length of stay for said individuals enrolled in program.
- Average length of stay of program participants.
- Number of unplanned exits (Usually drinking, using drugs, or non-compliant).
- Number of participants that stay until they assess to move to step down services.
- At least 80% of clients will be linked to at least a preliminary primary care medical and dental appointment if they have not had one within a year. In the latter case Contractor will confirm and document that they are under the care of a doctor and/or dentist
- Ancillary Services provided to participants
- Number of Emergency Room visits

- Number of Arrests

Quarterly Quality Assurance activities report:

- Total number of charts reviewed within 30 days of admin
- Total number of charts reviewed within 90 days of admin
- Percentage of records reviewed meeting medical necessity criteria
- Percentage of assessments in charts reviewed with appropriate staff signature and ASAM LOC
- Percentage of client plans completed on time with all required signatures
- Percentage of progress notes reviewed that had all required elements
- Total number of group progress notes reviewed with corresponding sign-in sheets as verification of attendance (including both printed and signed name of the client and staff)
- Percentage of group notes that met attendance documentation requirements
- Staff Trainings:
- Submit titles of trainings, training dates, and the number of staff in attendance
- A brief description of the training
- Specific trainings on culturally specific and supported practices
- Specific trainings on recovery model, evidence-based practices, and family engagement efforts

CONTRACTOR RESPONSIBILITIES

To receive Medi-Cal reimbursement for Drug Medi-Cal substance abuse services, Contractor shall provide these services under the direction of a physician and the following requirements shall apply:

1. Admission Criteria & Procedures

a. Develop and use criteria and procedures for the admission of individuals to treatment.

b. Complete a personal medical and substance abuse history for each individual upon admission to treatment.

c. Complete an assessment of the physical condition of the individual within 30 days of the admission to treatment date. The assessment shall be completed by either:

1) A physical examination of the individual by a physician, registered nurse practitioner, or physician assistant authorized by state law to perform the prescribed procedures; or

2) A review of the documentation of a physical examination completed within the last 12 months; or.

3) If the physician has not reviewed or conducted a physical exam, the provider shall document the goal of obtaining a physical exam on the initial and updated treatment plans until the goal of obtaining a physical exam has been met.

2. Treatment Plan

a. The initial treatment plan shall include:

1) A statement of problems to be addressed.

2) Goals to be reached which address each problem.

3) Action steps which will be taken by the Contractor and/or beneficiary to accomplish identified goals.

4) Target dates for the accomplishment of action steps and goals.

5) A description of the services including the type of counseling to be provided and the frequency thereof.

6) The assignment of a primary counselor.

b. Contractor shall ensure that the initial treatment plan meets the following requirements:

1) Engage the individual to meaningfully participate in the development.

2) The counselor shall complete the plan, type or legibly print name, date and sign the plan within 30 calendar days of the admission date.

3) The individual shall review and approve the plan within 30 calendar days of the admission date; the provider will document the reasons if the individual refuses to sign the plan and the strategy to engage the individual to participate.

4) The physician shall review, approve the plan, type or legibly print name, date and sign within 15 calendar days of signature by the counselor.

c. The Contractor shall ensure that the treatment plan is reviewed and updated as follows:

1) The counselor shall review and sign the updated treatment plan no later than 90 calendar days after signing the initial treatment plan and no later than every 90 calendar days thereafter or when a change in problem identification or focus of treatment occurs, whichever comes first.

2) Within 15 calendar days of signature by the counselor, the physician shall review, approve and sign all updated treatment plans. If the physician has not prescribed medication, a psychologist licensed by the State of California Board of Psychology may sign an updated treatment plan.

3. Progress notes shall be legible and completed as follows:

a. The counselor shall record a progress note for each participant participating in an individual or group counseling session. Progress notes are individual summaries and shall include:

1) A description of the participant's progress on the treatment plan, problems, goals, action steps, objectives and /or referrals.
2) Information on a participant's attendance including the date (month, day, year) and duration in minutes of each individual or group counseling session.

Continuing Services for Participants

a. Continuing services shall be justified as follows:

1) No sooner than 5 months and no later than 6 months from the participant's admission to treatment date or the date of completion of the most recent justification for continuing services, the counselor shall review the progress and eligibility of the participant to receive treatment services.
2) If the counselor recommends that the participant requires further treatment, the physician shall determine the need to continue services based on the following:
   a) Medical necessity of continuing treatment.
   b) The prognosis.
   c) The counselor's recommendation for the participant to continue.
3) The Contractor shall discharge the participant if the physician determines there is no medical necessity to continue treatment.

6. Discharge of a participant may occur on a voluntary or involuntary basis. In addition to the following requirements on an involuntary discharge, Contractor must comply with:

a. The Discharge Summary shall include:

1) The duration of the participant's treatment as determined by the dates of admission to and discharge from treatment.
2) The reason for discharge.
3) A narrative summary of the treatment episode.
4) Participant's prognosis.

7. Denial of Service, Involuntary Discharge from Service, or Reduction of Service

a. Contractor shall inform all participants of their right to a Fair Hearing related to denial, involuntary discharge, or reduction in Drug Medi-Cal substance abuse services as it relates to their eligibility or benefits.
1) Contractor shall advise participants in writing at least 10 days prior to the effective date of the intended action to deny, reduce or terminate services. The written notice shall include:

   a) Statement of Action the Contractor intends to take.
   b) Reason for intended action.
   c) A citation of the specific regulation(s) supporting intended action.

d) Explanation of participant's right to a Fair Hearing for the purpose of appealing intended action.

e) An explanation that the participant may request a Fair Hearing by submitting a written request to:

California Department of Social Service
State Hearings Division
P.O. Box 944243
Mail Station 9-17-37
Sacramento, CA 94244-2430

Or the participant may make a toll-free call at the following number:

California Department of Social Services

Public Inquiry and Response
Telephone: 1-800-952-5253 (voice)
T.D.D: 1-800-952-8349

f) An explanation that the Contractor shall continue treatment services pending a Fair Hearing decision only if the participant appeals in writing to DHCS for a hearing within 10 calendar days of the mailing or personal delivery of the notice of intended action.

Contractor's Performance Standards:

Contractor shall maintain at all times a trained, skilled staff, which understands and maintains confidentiality of participants and records. Confidentiality of participants is maintained by staff. In-service training shall be provided at least monthly for staff in order to maintain a well-trained staff. Contractor shall maintain qualified staff to provide Drug / Alcohol services.

All programs and facilities shall be in full compliance with applicable county, state, and federal laws, ordinances, rules, certifications and regulations and shall remain in full compliance during the term of this Agreement.

Personnel employment and services under this contract shall be rendered without discrimination on the basis of race, color, religion, national origin, sex, age, or ancestry, and Contractor shall comply with all fair employment practice requirements of Federal and State laws and Nevada County ordinances.

The Contractor shall comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

Contractor shall comply with findings and recommendations of any audits; certification process and / or state reviews.

Contractor shall maintain a system of quality assurance and utilization review that conforms to state and federal requirements pertaining to consumer/beneficiary rights, consumer access to services, and quality of care to services and quality of care.

Contractor shall ensure services will be culturally competent and culturally responsive.

Contractor shall, at all times, maintain communication and coordination with the Director of the Department of Behavioral Health (hereinafter referred to as "Director") and/or his/her designee, and meet with the Director and/or his designee as needed regarding alcohol/drug treatment services or for any problem/resolution solving related to this Agreement.

Contractor agrees that County department staff may participate in any of the treatment groups with reasonable notification to the Contractor. County agrees that its intent is not to be disruptive in any form to the treatment milieu at Contractor's facilities.

It is not the intent of the County to direct or control the hiring of Contractor's employees; however, the parties acknowledge that in the event a Contractor's employee fails to provide the required services set forth herein in a satisfactory manner, County reserves the right to demand Contractor take appropriate action, up to and including termination of the employee.

As the department uses the Cerner Behavioral Health Solution for an Electronic Health Records System, the Contractor shall be required to use the Cerner Behavioral Health Solution functionality that is relevant to the scope of work of this contract, as requested by County. This may include the following Cerner Behavioral Health Solution functionality: use of the Billing System, Doctors HomePage, E-Prescribing, Medication Notes, and other Electronic Health Record data collection necessary for the County to meet billing and quality assurance goals. The Contractor shall receive training as needed to be able to comply with this requirement, and will be asked to designate a super user(s) for billing and for clinical/documentation. These super users will serve as the main points of contact with the County for training and help desk issues, as well as distributing information and updates regarding Cerner Behavioral Health Solution to applicable Contractor staff.

Contractor shall ensure the following related to tuberculosis (TB)

1) Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
2) Reduce barriers to patients accepting TB treatment and,
3) Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance. (Per State Substance Use Disorder Contract)

Contractor's Additional Reporting Requirements:

CalOMS:

Contractor agrees to cooperate with the County for the collection of data for the California Outcomes Measurement System (CalOMS), a statewide client-based data compilation and outcomes measurement system, as related to services rendered under this Agreement or as may be needed for completion of state report(s). Contractor shall collect and report data for the California Outcomes Measurement System (CalOMS), pursuant to state regulations and county protocols.

CalOMS forms must be submitted within two (2) weeks of opening the client to the facility. When a client has completed treatment with the Contractor, CalOMS closing will be completed and sent to Behavioral Health within two weeks.

All new Contractor staff involved in completing and/or submitting CalOMS forms to County will complete a six (6) hour web based training and present a Certificate of Completion to County AOD Program Manager or Designee for the CalOMS web-based training prior to completing and/or submitting CalOMS forms to County.

DATAR:

Treatment providers that receive state or federal funding through the County must send DATAR information to the Department of Health Care Services (DHCS) each month. This has information on the program's capacity to provide different types of AOD treatment to clients and how much of the capacity was utilized that month. If the provider has a waiting list for publicly-funded AOD treatment services, DATAR includes summary information about the people on the waiting list. Contractor agrees to comply with this requirement.

Contractor shall also cooperate with County Behavioral Health Department and County Probation Department for collection of any other data of informational reports as may be needed pertaining to services rendered under this Agreement**.**

Drug Medi-Cal Organized Delivery System:

I. TIMELINESS

a. Contractor will track Timely access data, including date of intake assessment, date of discharge, and date of contact post discharge from residential treatment.

a. Timely access data will be submitted weekly by 12:00 p.m. every Friday.

II. TREATMENT PERCEPTION SURVEY

Contractor shall participate in the annual Treatment Perception Survey (TPS) as directed by County and DHCS.

a. At least 75% of beneficiaries completing the Treatment Perceptions Survey reported being satisfied (3.5 out of 5.0) with the location and time of services

II. TRANSITION BETWEEN LEVELS OF CARE

Appropriate Case managers/clinicians from both the discharging and admitting provider agencies shall be responsible to facilitate the transition between levels of care, including assisting in scheduling an intake appointment, ensuring a minimal delay between

discharge and admission at the next level of care, providing transportation as needed, and documenting all information in the client's medical record.
Performance Standard:

a. Transitions between levels of care shall occur within five (5) and no later than 10 business days from the time of re-assessment indicating the need for a different level of care.

III. CULTURALLY COMPETENT SERVICES

Contractors are responsible to provide culturally competent services. Contractors must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to- day operations. Translation and oral interpreter services must be available for beneficiaries, as needed and at no cost to the beneficiary.
Performance Standard:

a. 100% of beneficiaries that speak a threshold language are provided services in their preferred language.
b. At least 80% of beneficiaries completing the Treatment Perceptions Survey reported being satisfied (3.5+ out of 5.0) with cultural sensitivity of services

IV. DELIVERY OF INDIVIDUALIZED AND QUALITY CARE

a. Beneficiary Satisfaction: DMC-ODS Providers (serving adults 18+) shall participate in the annual statewide Treatment Perceptions Survey (administration period to be determined by DHCS). Upon review of Provider-specific results, Contractor shall select a minimum of one quality improvement initiative to implement annually.
b. Evidence-Based Practices (EBPs): Contractors will implement—and assess fidelity to—at the least two of the following EBPs per service modality: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education.
c. ASAM Level of Care: All beneficiaries participate in an assessment using ASAM dimensions. The assessed and actual level of care (and justification if the levels differ) shall be recorded in the client's medical record. All ASAM LOC assessments that were performed when opening or closing a client to a LOC will be submitted to the county together with the CalOMS opening and closing paperwork.

Performance Standards:

1. At least 80% of beneficiaries will report an overall satisfaction score of at least 3.5 or higher on the Treatment Perceptions Survey
2. At least 80% of beneficiaries completing the Treatment Perceptions Survey reported that they were involved in choosing their own treatment goals (overall score of 3.5+ out of 5.0)
3. Contractor will implement with fidelity at least two approved EBPs
4. 100% of beneficiaries participated in an assessment using ASAM dimensions and are provided with a recommendation regarding ASAM level of care
5. At least 70% of beneficiaries admitted to treatment do so at the ASAM level of care recommended by their ASAM assessment
6. At least 80% of beneficiaries are re-assessed within 90 days of the initial assessment

V. BENEFICIARY INFORMING MATERIALS

a. Contractor shall make available at initial contact, and shall notify beneficiaries of their right to request and obtain at least once a year and thereafter upon request, the following materials: DMC-ODS Beneficiary Booklet and Provider Directory.

b. Contractor shall also post notices explaining grievance, appeal and expedited appeal processes in all program sites, as well as make available forms and self-addressed envelopes to file grievances, appeals and expedited appeals without having to make a verbal or written request to anyone. The County will produce required beneficiary informing materials in English and Spanish. Contractor shall request materials from the County, as needed. Refer to 42 CFR 438.10(g)(2)(xi) for additional information about the grievance and appeal system.

c. Notice of Adverse Benefit Determination (NOABD)
Contractor shall have written procedures to ensure compliance with the following:
- Contractor shall immediately notify the County in writing of any actions that may require a NOABD be issued, including, but not limited to:
  1) not meeting timely access standards
  2) not meeting medical necessity for any substance use disorder treatment services
  3) terminating or reducing authorized covered services.

VI. TRAINING
Applicable staff are required to participate in the following training:

a. Drug/Medi-Cal Training(At least annually)
b. Information Privacy and Security (At least annually)
c. ASAM E-modules 1 and 2
All direct treatment staff will complete the ASAM E-modules 1 and 2 upon hire and prior to delivering services. All service providers using the ASAM criteria to determine Level of Care will complete an annual refresher.
d. Cultural Competency (At least annually)
e. All LPHA staff is required to complete a minimum of five (5) hours of continuing education related to addiction medicine each year.
f. All direct treatment staff will attend at least two of the following Evidence-Based Practices (EBPs) each year:
Motivational Interviewing
1) Relapse Prevention
2) Trauma Focused Care
3) Seeking Safety
4) Cognitive Behavioral Therapy
5) Matrix Model

The Parties hereby acknowledge and agree that in the event of changes to the Drug Medi-Cal Organized Delivery System which County determines will constitute a material change to rights and obligations set forth in this Agreement, the County has, at its option, the right to re-open and renegotiate this Agreement upon thirty (30) days written notice to Contractor.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
MIDVALLEY RECOVERY FACILITIES, INC., D/B/A PATHWAYS

For satisfactory performance of services as outlined in Exhibit "A", the County shall reimburse the Contractor a sum not to exceed the maximum contract price of $115,500.

The maximum obligation of this Contract is contingent and dependent upon final approval of State budget and County receipt of anticipated funding to support program expenses.

Except where Share of Cost as defined in Section 50090 of Title 22, California Code of Regulations is applicable, Contractor shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered. Contractor shall not charge fees to beneficiaries for access to, or admission to Contractor's Drug Medi-Cal Treatment slot.

Reimbursement Rates for Drug Medi-Cal Substance Abuse Program Services:

A) Reimbursement for outpatient drug free treatment services shall be based on the lowest of the following:
   1) The Contractor's usual and customary charge to the general public for the same or similar services;
   2) The Contractor's allowable actual cost of rendering the services, as defined in Section 11987.5 of the Health and Safety Code; or
   3) The Drug Medi-Cal (DMC) Rate for Fiscal Year 2018/19.

The current DMC rates are:

Service	Drug Medi- Cal Rate
Residential 3.1, 3.5 & Withdrawal Management 3.2	$140 per day (includes room and board) *County shall be billed only for those days County client was a resident in one of the Contractor's programs.*

B) Drug-Medi-Cal payments shall be made in the amount of the total Contractor's claim minus amount of denied services. County will provide Contractor with the amount of denials received for prior months' services, as identified on documents received from the State. Contractor will make adjustment for denials on their next submitted invoice.

The rate for Non Drug Medi-Cal funded beneficiaries shall be same as the above listed

Drug Medi-Cal Rate.

Billing and Payment:

Contractor shall submit to County, for services rendered in the prior month, and in accordance with the reimbursement rate, a statement of services rendered to County and costs incurred that includes documentation to support all expenses claimed by the 20th of each month. County shall review the billing and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire claim pending resolution of the cost(s).

Payment of approved billing shall be made within thirty (30) days of receipt of a complete, correct and approved billing. Drug Medi-Cal payments shall be made in the amount of the total Contractor's claim minus amount of denied services that are not Drug-Medi-Cal eligible.

County shall not be responsible for reimbursement of invoices submitted by Contractor that do not meet State and/or Federal submission timeliness requirements. Contractor shall prepare, in the form and manner required by County and the State Department of Health Care Services, a financial statement and a cost report verifying the total number of service units actually provided and covering the costs that are actually incurred in the provision of services under this Contract no later than 60 days following the termination or expiration of this Contract, whichever comes first.

A Cost Report Settlement will be completed by County within a reasonable timeline and will be based on a comparison of the allowed Medi-Cal reimbursement or other authorized non-billable services per unit in the Cost Report compared to the payment per unit paid by the County. Payment will be required by County or Contractor within 60 days of Settlement or as otherwise mutually agreed.

Contractor will be subject to Medi-Cal or County Fiscal or Quality Assurance audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual SDHCS/Federal Audit may not occur until five years after the close of the fiscal year and not be settled until all Audit appeals are completed/closed. Final Audit findings must be paid by County or Contractor within 60 days of final Audit report or as otherwise agreed.

Contractor shall submit invoices to:

Nevada County Behavioral Health Department
Attn: Fiscal Staff
500 Crown Point Circle, ste 120
Grass Valley, California

When appropriate, Contractor may submit invoices and/or reports, discharge notes to Nevada County Behavioral Health via fax.