

Appendix I

General Conditions for County Contracts

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

5. **Termination and Cancellation.**

a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

a. **General Amendments.** In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the

head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate the Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County,

Contractor will complete a “Statement of Economic Interest” form and file it with County and will require any other person doing work under this Contract to complete a “Statement of Economic Interest” form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney’s fees and costs. Contractor’s obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.

(C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

Appendix II

Regulatory and Administrative Requirements

Regulatory and Administrative Requirements for Residential SUD Services Facilities include but are not limited to the following.

- 1) California Code of Regulations Title 9, Division 3, Chapter 5. Licensure of Residential Alcoholism or Drug Abuse Recovery or Treatment Facilities
- 2) California Code of Regulations Title 9, Division 3, Chapter 5.5. Licensure and Certification Fees for Outpatient Programs and Residential Alcoholism or Drug Abuse Recovery or Treatment Facilities
- 3) California Code of Regulations Title 9, Division 3, Chapter 8. Certification of Alcohol and Other Drug Counselors
- 4) Code of Federal Regulations: 45 CFR Part 96, Subpart L - Substance Abuse Prevention and Treatment Block Grant
- 5) Code of Federal Regulations: 42 CFR Part 54 - Charitable Choice Regulations Applicable To States Receiving Substance Abuse Prevention And Treatment Block Grants And/or Projects For Assistance In Transition From Homelessness Grants
- 6) Code of Federal Regulations: 42 CFR Part 2 - Confidentiality Of Alcohol And Drug Abuse Patient Records
- 7) Drug Medi-Cal Organized Delivery System Terms and Conditions
<http://www.dhcs.ca.gov/provgovpart/Pages/Drug-Medi-Cal-Organized-Delivery-System.aspx>
- 8) California Health and Safety Code:
 - Division 10.5. Alcohol and drug programs [11750 - 11975]
 - Division 10.6. Drug and alcohol abuse master plans [11998 - 11998.3]
 - Division 10.7. Illegal use of drugs and alcohol [11999 - 11999.3]
 - Division 10.8. Substance abuse treatment funding [11999.4 - 11999.13]
 - Division 10.9. Substance abuse testing and treatment accountability program [11999.20 - 11999.25]
 - Division 10.10. Substance abuse offender treatment program [11999.30]
- 9) California Welfare and Institutions Code: Article 3.2. Drug Medi-Cal Treatment Program [14124.20 - 14124.29]
- 10) DHCS Information Notices
<http://www.dhcs.ca.gov/formsandpubs/Pages/MHSUDS-Information-Notices.aspx>

Appendix III

DMC-ODS Waiver Terms and Conditions

**California Bridge to Health Reform
Drug Medi-Cal Organized Delivery System Waiver
Standard Terms and Conditions (STCs)
August 6, 2015**

Drug Medi-Cal Organized Delivery System

1. Drug Medi-Cal Eligibility and Delivery System. The “Drug Medi-Cal Organized Delivery System (DMC-ODS)” is a Pilot program to test a new paradigm for the organized delivery of health care services for Medicaid eligible individuals with substance use disorder (SUD). The DMC-ODS will demonstrate how organized substance use disorder care increases the success of DMC beneficiaries while decreasing other system health care costs. Critical elements of the DMC-ODS Pilot include providing a continuum of care modeled after the American Society of Addiction Medicine (ASAM) Criteria for substance use disorder treatment services, increased local control and accountability, greater administrative oversight, creates utilization controls to improve care and efficient use of resources, evidence based practices in substance abuse treatment, and increased coordination with other systems of care. This approach is expected to provide the beneficiary with access to the care and system interaction needed in order to achieve sustainable recovery.

a. Delivery System

The DMC-Organized Delivery System is a Medi-Cal benefit in counties that choose to opt into and implement the Pilot program. DMC-ODS shall be available as a Medi-Cal benefit for individuals who meet the medical necessity criteria and reside in a county that opts into the Pilot program. Upon approval of an implementation plan, the State will enter into an intergovernmental agreement with the county to provide DMC-ODS services. The county will, in turn, contract with DMC certified providers or provide county-operated services to provide all services outlined in the DMC-ODS. Counties may also contract with a managed care plan to provide services. Participating counties with the approval from the State may develop regional delivery systems for one or more of the required modalities or request flexibility in delivery system design or comparability of services. Counties may act jointly in order to deliver these services.

A description of how the Tribal operated and urban Indian health providers, as well as American Indians and Alaska Natives Medi-Cal beneficiaries, will participate in the program through a Tribal Delivery System will be outlined in Attachment BB following approval of this amendment. The provisions in Attachment BB will be consistent with the authorities in the Indian Health Care Improvement Act (including the statutory exemption from state or local licensure or recognition requirements at Section 1621(t) of the Indian Health Care Improvement Act) and will be developed in consultation with the California

tribes, and Tribal and Urban Indian health programs located in the state, consistent with the Tribal Consultation SPA and the CMS Tribal Consultation Policy.

b. DMC-ODS Program Medical Criteria

In order to receive services through the DMC-ODS, the beneficiary must be enrolled in Medi-Cal, reside in a participating county and meet the following medical necessity criteria:

- i. Must have one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders; or be assessed to be at risk for developing substance use disorder (for youth under 21).
- ii. Must meet the ASAM Criteria definition of medical necessity for services based on the ASAM Criteria.
- iii. If applicable, must meet the ASAM adolescent treatment criteria. As a point of clarification, beneficiaries under age 21 are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS Pilot overrides any EPSDT requirements.

c. DMC-ODS Determination of Medicaid eligibility and Medical Need

Determination of who may receive the DMC-ODS benefit will be performed as follows:

- i. Medicaid eligibility must be verified by the county or county contracted provider. When the county contracted provider conducts the initial eligibility verification, it will be reviewed and approved by the county prior to payment for services, unless the individual is eligible to receive services from tribal health programs operating under the Indian Self Determination and Education Assistance Act (ISDEAA – Pub.L. 93-638, as amended) and urban Indian organizations operating under title V of the IHCA. If so eligible, the determination will be conducted as set forth in the Tribal Delivery System - Attachment BB to these STCs.
- ii. The initial medical necessity determination for the DMC-ODS benefit must be performed through a face-to-face review or telehealth by a Medical Director, licensed physician, or Licensed Practitioner of the Healing Arts (LPHA) as defined in Section 3(a). After establishing a diagnosis, the ASAM Criteria will be applied to determine placement into the level of assessed services.

Medical necessity qualification for ongoing receipt of DMC-ODS is determined at least every six months through the reauthorization process for individuals determined by the Medical Director, licensed physician or LPHA to be clinically appropriate; except for NTP services which will require reauthorization annually.

d. Grievances and Appeals

- i. Each County shall have an internal grievance process that allows a beneficiary, or provider on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by a participating County.
- ii. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process.
- iii. The grievance and appeals process for the Tribal Delivery System will be outlined in Attachment BB.

2. DMC-ODS Benefit and Individual Treatment Plan (ITP)

- a. Standard DMC services approved through the State Plan Benefit will be available to all beneficiaries in all counties. Beneficiaries that reside in a Pilot County will receive DMC-ODS benefits in addition to other state plan services. County eligibility will be based on the MEDs file. In counties that do not opt into the Pilot, beneficiaries receive only those drug and substance use disorder treatment services outlined in the approved state plan (including EPSDT). Beneficiaries receiving services in counties which do not opt into the Pilot will not have access to the services outlined in the DMC-ODS. The benefits and ITP for the Tribal Delivery System will be discussed in Attachment BB.

**Table ONE: State Plan and DMC-ODS Services Available to DMS-ODS Participants
(with Expenditure Authority and Units of Service)**

DMC-ODS Service	Current State Plan	Allowable 1905(a) services – not covered in State Plan*	Costs Not Otherwise Matchable (CNOM)	Units Of Service
Early Intervention (Note: SBIRT services are paid for and provided by the managed care plans or by fee-for-service primary care providers.)	x (preventive service; physician services)			Annual screen, up to 4 brief interventions
Outpatient Drug Free	x (rehab services)			Counseling: 50 min session
Intensive Outpatient	x (rehab services)			per day
Partial Hospitalization		x		Diagnosis-related Group (DRG)/Certified Public Expenditures (CPE)
Withdrawal management General Acute Care Hospital (VID, INVID) (non-IMD)	x inpatient services			DRG/CPE
CDRH/Free Standing Psych (IMD)			x	DRG/CPE
Residential (perinatal, non-IMD)	x (rehab services)			Per day/bed rate
(all pop., non-IMD)		x		Per day/bed rate
(IMD)			<u>x</u>	Per day/bed rate
NTP	x (rehab services)			Per day dosing; 10 minute increments
Additional MAT (drug products)	x (pharmacy)			Drug cost
(physician services)	x (physician services; rehab)			Per visit
Recovery Services		x		Counseling: 50 min session

*Allowable 1905(a) services are all Medicaid services that can be covered upon CMS approval in a State Plan.

**TCM is not available state-wide as per 1915(g) and is not currently covered in all counties.

- b. The following services (Tables TWO and THREE) must be provided, as outlined in Table FOUR, to all eligible DMC-ODS beneficiaries for the identified level of care as follows. DMC-ODS benefits include a continuum of care that ensures that clients can enter SUD treatment at a level appropriate to their needs and step up or down to a different intensity of treatment based on their responses.

Table TWO: ASAM Criteria Continuum of Care Services and the DMC-ODS System

ASAM Level of Care	Title	Description	Provider
0.5	Early Intervention	Screening, Brief Intervention, and Referral to Treatment (SBIRT)	Managed care or fee-for-service provider
1	Outpatient Services	Less than 9 hours of service/week (adults); less than 6 hours/week (adolescents) for recovery or motivational enhancement therapies/strategies	DHCS Certified Outpatient Facilities
2.1	Intensive Outpatient Services	9 or more hours of service/week (adults); 6 or more hours/week (adolescents) to treat multidimensional instability	DHCS Certified Intensive Outpatient Facilities
2.5	Partial Hospitalization Services	20 or more hours of service/week for multidimensional instability not requiring 24-hour care	DHCS Certified Intensive Outpatient Facilities
3.1	Clinically Managed Low-Intensity Residential Services	24-hour structure with available trained personnel; at least 5 hours of clinical service/week and prepare for outpatient treatment.	DHCS Licensed and DHCS/ASAM Designated Residential Providers
3.3	Clinically Managed Population-Specific High-Intensity Residential Services	24-hour care with trained counselors to stabilize multidimensional imminent danger. Less intense milieu and group treatment for those with cognitive or other impairments unable to use full active milieu or therapeutic community and prepare for outpatient treatment.	DHCS Licensed and DHCS/ASAM Designated Residential Providers
3.5	Clinically Managed High-Intensity Residential Services	24-hour care with trained counselors to stabilize multidimensional imminent danger and prepare for outpatient treatment. Able to tolerate and use full milieu or therapeutic community	DHCS Licensed and DHCS/ASAM Designated Residential Providers
3.7	Medically Monitored Intensive Inpatient Services	24-hour nursing care with physician availability for significant problems in Dimensions 1, 2, or 3. 16 hour/day counselor availability	Chemical Dependency Recovery Hospitals; Hospital, Free Standing Psychiatric hospitals

4	Medically Managed Intensive Inpatient Services	24-hour nursing care and daily physician care for severe, unstable problems in Dimensions 1, 2, or 3. Counseling available to engage patient in treatment	Chemical Dependency Recovery Hospitals, Hospital; Free Standing Psychiatric hospitals
OTP	Opioid Treatment Program	Daily or several times weekly opioid agonist medication and counseling available to maintain multidimensional stability for those with severe opioid use disorder	DHCS Licensed OTP Maintenance Providers, licensed prescriber

Table THREE: ASAM Criteria Withdrawal Services (Detoxification/Withdrawal Management) and the DMC-ODS System

Level of Withdrawal Management	Level	Description	Provider
Ambulatory withdrawal management without extended on-site monitoring	1-WM	Mild withdrawal with daily or less than daily outpatient supervision.	DHCS Certified Outpatient Facility with Detox Certification; Physician, licensed prescriber; or OTP for opioids.
Ambulatory withdrawal management with extended on-site monitoring	2-WM	Moderate withdrawal with all day withdrawal management and support and supervision; at night has supportive family or living situation.	DHCS Certified Outpatient Facility with Detox Certification; licensed prescriber; or OTP.
Clinically managed residential withdrawal management	3.2-WM	Moderate withdrawal, but needs 24-hour support to complete withdrawal management and increase likelihood of continuing treatment or recovery.	DHCS Licensed Residential Facility with Detox Certification; Physician, licensed prescriber; ability to promptly receive step-downs from acute level 4.
Medically monitored inpatient withdrawal management	3.7-WM	Severe withdrawal, needs 24-hour nursing care & physician visits; unlikely to complete withdrawal management without medical monitoring.	Hospital, Chemical Dependency Recovery Hospitals; Free Standing Psychiatric hospitals; ability to promptly receive step-downs from acute level 4
Medically managed intensive inpatient withdrawal management	4-WM	Severe, unstable withdrawal and needs 24-hour nursing care and daily physician visits to modify withdrawal management regimen and manage medical instability.	Hospital, sometimes ICU, Chemical Dependency Recovery Hospitals; Free Standing Psychiatric hospitals

Counties are required to provide the following services outlined in the chart below. Upon State approval, counties may implement a regional model with other counties or contract with providers in other counties in order to provide the required services.

TABLE FOUR: Required and Optional DMC-ODS Services

Service	Required	Optional
Early Intervention	<ul style="list-style-type: none"> • (Provided and funded through FFS/managed care) 	
Outpatient Services	<ul style="list-style-type: none"> • Outpatient (includes oral naltrexone) • Intensive Outpatient 	<ul style="list-style-type: none"> • Partial Hospitalization
Residential	<ul style="list-style-type: none"> • At least one ASAM level of service initially • All ASAM levels (3.1, 3.3, 3.5) within three years • Coordination with ASAM Levels 3.7 and 4.0 (provided and funded through FFS/managed care) 	<ul style="list-style-type: none"> • Additional levels
NTP	<ul style="list-style-type: none"> • Required (includes buprenorphine, naloxone, disulfiram) 	
Withdrawal Management	<ul style="list-style-type: none"> • At least one level of service 	<ul style="list-style-type: none"> • Additional levels
Additional Medication Assisted Treatment		<ul style="list-style-type: none"> • Optional
Recovery Services	<ul style="list-style-type: none"> • Required 	
Case Management	<ul style="list-style-type: none"> • Required 	
Physician Consultation	<ul style="list-style-type: none"> • Required 	

The continuum of care for SUD services outlined in Tables TWO and THREE are modeled after the levels identified in the ASAM Criteria. While counties will be responsible for the oversight and implementation of most of the levels in the continuum, a few of the levels (Early Intervention Services, Partial Hospitalization and Levels 3.7 and 4.0 for Residential and Withdrawal Management) are overseen and funded by other sources not under the DMC-ODS. These services are contained in the DMC-ODS Pilot in order to show the entire continuum of care of SUD services available to California's Medi-Cal population.

- i. Early Intervention Services (ASAM Level 0.5)
Screening, brief intervention and referral to treatment (SBIRT) services are provided by non-DMC providers to beneficiaries at risk of developing a

substance use disorder. SBIRT services are not paid for under the DMC-ODS system. SBIRT services are paid for and provided by the managed care plans or by fee-for-service primary care providers. SBIRT attempts to intervene early with non-addicted people, and to identify those who do have a substance use disorder and need linking to formal treatment.

Referrals by managed care providers or plans to treatment in the DMC-ODS will be governed by the Memorandum of Understanding (MOU) held between the participating counties and managed care plans. The components of the MOUs governing the interaction between the counties and managed care plans related to substance use disorder will be included as part of the counties' implementation plan and waiver contracts.

The components of Early Intervention are:

- A. Screening: Primary Care physicians screen adults ages 18 years or older for alcohol misuse.
- B. Counseling: Persons engaged in risky or hazardous drinking receive brief behavioral counseling interventions to reduce alcohol misuse and/or referral to mental health and/or alcohol use disorder services, as medically necessary.
- C. Referral: Managed Care Plans and fee-for-service primary care providers will make referrals from SBIRT to the county for treatment through the DMC-ODS.

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

The Components of Outpatient Services are:

- A. Intake: The process of determining that a beneficiary meets the medical necessity criteria and a beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
- B. Individual Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or

by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

- C. Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 14 in the group, focusing on the needs of the individuals served.
- D. 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.
- E. Patient Education: Provide research based education on addiction, treatment, recovery and associated health risks.
- F. Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.
- G. 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.
- H. 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.
- I. Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include: a statement of problems to be addressed, goals to be reached which address each problem, action steps which will be taken by the provider and/or beneficiary to accomplish identified goals, target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof. Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's

substance use disorder diagnosis and multidimensional assessment. The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration. The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

- J. 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.

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

The Components of Intensive Outpatient are (see Outpatient Services for definitions):

- A. Intake
 - B. Individual and/or Group Counseling
 - C. Patient Education
 - D. Family Therapy
 - E. Medication Services
 - F. Collateral Services
 - G. Crisis Intervention Services
 - H. Treatment Planning
 - I. Discharge Services
-
- i. Partial Hospitalization (ASAM Level 2.5) services feature 20 or more hours of clinically intensive programming per week, as specified in the patient's treatment plan. Level 2.5 partial hospitalization programs typically have direct access to psychiatric, medical, and laboratory services, and are to meet the identified needs which warrant daily monitoring or management but which can be appropriately addressed in a structured outpatient setting. Providing this level of service is optional for participating counties.

 - ii. Residential Treatment (ASAM Level 3) is a non-institutional, 24-hour non-medical, short-term residential program that provides rehabilitation services to beneficiaries with a substance use disorder diagnosis when determined by

a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized treatment plan. Residential services are provided to non-perinatal and perinatal beneficiaries. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria. In the residential treatment environment, an individual's functional cognitive deficits may require treatment that is primarily slower paced, more concrete and repetitive in nature. The daily regimen and structured patterns of activities are intended to restore cognitive functioning and build behavioral patterns within a community. Each beneficiary shall live on the premises and shall be supported in their efforts to restore, maintain and apply interpersonal and independent living skills and access community support systems. Providers and residents work collaboratively to define barriers, set priorities, establish goals, create treatment plans, and solve problems. Goals include sustaining abstinence, preparing for relapse triggers, improving personal health and social functioning, and engaging in continuing care.

Residential services are provided in DHCS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. Residential services can be provided in facilities with no bed capacity limit. The length of residential services range from 1 to 90 days with a 90-day maximum for adults and 30-day maximum for adolescents; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. Only two non-continuous 90-day regimens will be authorized in a one-year period. The average length of stay for residential services is 30 days. Peri-natal clients may receive a longer length of stay based on medical necessity. Adolescents require shorter lengths of stay and should be stabilized and then moved down to a less intensive level of treatment.

One ASAM level of Residential Treatment Services is required for approval of a county implementation plan in the first year. The county implementation plan must demonstrate ASAM levels of Residential Treatment Services (Levels 3.1-3.5) within three years of CMS approval of the county implementation plan and state-county intergovernmental agreement (managed care contract per federal definition). The county implementation plan must describe coordination for ASAM Levels 3.7 and 4.0.

The components of Residential Treatment Services are (see Outpatient Services for definitions):

- A. Intake
- B. Individual and Group Counseling
- C. Patient Education
- D. Family Therapy

- E. Safeguarding Medications: Facilities will store all resident medication and facility staff members may assist with resident's self-administration of medication.
 - F. Collateral Services
 - G. Crisis Intervention Services
 - H. Treatment Planning
 - I. Transportation Services: Provision of or arrangement for transportation to and from medically necessary treatment.
 - J. Discharge Services
- iii. Withdrawal Management (Levels 1, 2, 3.2, 3.7 and 4 in ASAM) services are provided in a continuum of WM services as per the five levels of WM in the ASAM Criteria when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized client plan. Each beneficiary shall reside at the facility if receiving a residential service and will be monitored during the detoxification process. Medically necessary habilitative and rehabilitative services are provided in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber, and approved and authorized according to the state of California requirements.

The components of withdrawal management services are:

- A. Intake: The process of admitting a 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. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
 - B. Observation: The process of monitoring the beneficiary's course of withdrawal. To be conducted as frequently as deemed appropriate for the beneficiary and the level of care the beneficiary is receiving. This may include but is not limited to observation of the beneficiary's health status.
 - C. Medication Services: The prescription or administration related to substance use disorder treatment services, or the assessment of the side effects or results of that medication, conducted by staff lawfully authorized to provide such services within their scope of practice or license.
 - D. 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.
- iv. Opioid (Narcotic) Treatment Program (ASAM OTP Level 1) services are provided in NTP licensed facilities. Medically necessary services are

provided in accordance with an individualized treatment plan determined by a licensed physician or licensed prescriber and approved and authorized according to the State of California requirements. NTPs/OTPs are required to offer and prescribe medications to patients covered under the DMC-ODS formulary including methadone, buprenorphine, naloxone and disulfiram.

A patient must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided based on medical necessity.

The components of Opioid (Narcotic) Treatment Programs are (see Outpatient Treatment Services for definitions):

- A. Intake
 - B. Individual and Group Counseling
 - C. Patient Education
 - D. Medication Services
 - E. Collateral Services
 - F. Crisis Intervention Services
 - G. Treatment Planning
 - H. Medical Psychotherapy: Type of counseling services consisting of a face-to-face discussion conducted by the Medical Director of the NTP/OTP on a one-on-one basis with the patient.
 - I. Discharge Services
- v. Additional Medication Assisted Treatment (ASAM OTP Level 1) includes the ordering, prescribing, administering, and monitoring of all medications for substance use disorders. Medically necessary services are provided in accordance with an individualized treatment plan determined by a licensed physician or licensed prescriber. Opioid and alcohol dependence, in particular, have well-established medication options. The current reimbursement mechanisms for medication assisted treatment (MAT) will remain the same except for the following changes for opt-in counties: buprenorphine, naloxone and disulfiram will be reimbursed for onsite administration and dispensing at NTP programs; additionally, physicians and licensed prescribers in DMC programs will be reimbursed for the ordering, prescribing, administering, and monitoring of medication assisted treatment.

The components of Additional Medication Assisted Treatment are ordering, prescribing, administering, and monitoring of medication assisted treatment.

The goal of the DMC-ODS for MAT is to open up options for patients to receive MAT by requiring MAT services in all opt-in counties, educate counties on the various options pertaining to MAT and provide counties with technical assistance to implement any new services. These medications are available through the DMC-ODS and outside of Drug Medi-Cal

programs. Further details explaining the financing and availability of MAT services in the Medi-Cal system are contained in Attachment CC.

- vi. Recovery Services: Recovery services are important to the beneficiary's recovery and wellness. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, beneficiaries will be linked to applicable recovery services. The treatment community becomes a therapeutic agent through which patients are empowered and prepared to manage their health and health care. Therefore, treatment must emphasize the patient's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to patients. Services are provided as medically necessary. Beneficiaries may access recovery services after completing their course of treatment whether they are triggered, have relapsed or as a preventative measure to prevent relapse. Recovery services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

The components of Recovery Services are:

- A. Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care;
 - B. Recovery Monitoring: Recovery coaching, monitoring via telephone and internet;
 - C. Substance Abuse Assistance: Peer-to-peer services and relapse prevention;
 - D. Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
 - E. Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
 - F. Support Groups: Linkages to self-help and support, spiritual and faith-based support;
 - G. Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.
- vii. Case Management: Counties will coordinate case management services. Case management services can be provided at DMC provider sites, county locations, regional centers or as outlined by the county in the implementation plan; however, the county will be responsible for determining which entity monitors the case management activities. Services may be provided by a Licensed Practitioner of the Healing Arts or certified counselor.

Counties will be responsible for coordinating case management services for the SUD client. Counties will also coordinate a system of case management

services with physical and/or mental health in order to ensure appropriate level of care.

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

Case management services include:

- A. Comprehensive assessment and periodic reassessment of individual needs to determine the need for continuation of case management services;
 - B. Transition to a higher or lower level SUD of 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;
 - G. Patient advocacy, linkages to physical and mental health care, transportation and retention in primary care services; and,
 - H. Case management shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, and California law.
- viii. Physician Consultation Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with DMC-ODS beneficiaries; rather, they are designed to assist DMC physicians with seeking expert advice on designing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services are to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. Counties may contract with one or more physicians or pharmacists in order to provide consultation services. Physician consultation services can only be billed by and reimbursed to DMC providers.
- ix. Intersection with the Criminal Justice System: Beneficiaries involved in the criminal justice system often are harder to treat for SUD. While research has shown that the criminal justice population can respond effectively to treatment services, the beneficiary may require more intensive services.

Additional services for this population may include:

- A. Eligibility: Counties recognize and educate staff and collaborative partners that Parole and Probation status is not a barrier to expanded Medi-Cal substance use disorder treatment services if the parolees and probationers are eligible. Currently incarcerated inmates are not eligible to receive FFP for DMC-ODS services.
- B. Lengths of Stay: Additional lengths of stay for withdrawal and residential services for criminal justice offenders if assessed for need (e.g. up to 6 months residential; 3 months FFP with a one-time 30-day extension if found to be medically necessary and if longer lengths are needed, other county identified funds can be used).
- C. Promising Practices: Counties utilize promising practices such as Drug Court services.

3. DMC-ODS Provider Specifications

The following requirements will apply to DMC-ODS staff.

- a. Professional staff must be licensed, registered, certified, or recognized under California State scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Licensed Practitioner of the Healing Arts includes: Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), and Licensed Marriage and Family Therapist (LMFT) and licensed-eligible practitioners working under the supervision of licensed clinicians.
- b. Non-professional staff shall receive appropriate on-site orientation and training prior to performing assigned duties. Non-professional staff will be supervised by professional and/or administrative staff.
- c. Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring.
- d. Registered and certified alcohol and other drug counselors must adhere to all requirements in the California Code of Regulations, Title 9, Chapter 8.

4. Responsibilities of Counties for DMC-ODS Benefits

The responsibilities of counties for the DMC-ODS benefit shall be consistent with each county's intergovernmental agreement with DHCS, and shall include that counties do the following.

- a. Selective Provider Contracting Requirements for Counties:

Counties may choose the DMC providers to participate in the DMC-ODS. DMC certified providers that do not receive a county contract cannot receive a direct contract with the State in counties which opt into the Pilot. If a county does not participate in the Pilot or is removed from participation in the Pilot by the State, the county will continue to cover state plan services.

- i. Access: Each county must ensure that all required services covered under the DMC-ODS Pilot are available and accessible to enrollees of the DMC-ODS. NTP services are an important modality within the continuum of care. Counties are required to provide this service. Access to medically necessary NTP services cannot be denied for DMC-ODS eligible beneficiaries. Eligible DMC-ODS beneficiaries will receive medically necessary services at a DMC certified NTP provider. All DMC-ODS services, including Medi-Cal NTP services, shall be furnished with reasonable promptness in accordance with federal Medicaid requirements and as specified in the county implementation plan and State/County intergovernmental agreement (managed care contracts per federal definition). Medical attention for emergency and crisis medical conditions must be provided immediately. If the DMC-ODS network is unable to provide services, the county must adequately and timely cover these services out-of-network for as long as the county is unable to provide them.

All counties must ensure that beneficiaries who live in an opt-out county, but receive NTP services in an opt-in county do not experience a disruption of services. The opt-out county will claim state plan expenditures for the reimbursement made to the out-of-county NTP providers in accordance with the approved state plan methodology for services furnished to beneficiaries. No persons eligible for DMC-ODS services, including Medi-Cal funded NTP treatment services, will be placed on waiting lists for such services due to budgetary constraints.

The DMC-ODS Pilot program is administered locally by each demonstration county and each county provides for, or arranges for, substance use disorder treatment for Medi-Cal beneficiaries. Access cannot be limited in any way when counties select providers. Access to State Plan services must remain at the current level or expand upon implementation of the Pilot. The county shall maintain and monitor a network of appropriate providers that is supported by contracts with subcontractors and that is sufficient to provide adequate access to all services covered under this Pilot. Access for this purpose is defined as timeliness to care as specified below. In establishing and monitoring the network, the county must consider the following:

- Require its providers to meet Department standards for timely access to care and services as specified in the county implementation plan and state-county intergovernmental agreement (managed care contracts per federal definition). Medical attention for emergency and crisis medical conditions must be provided immediately.
- The anticipated number of Medi-Cal eligible clients.

- The expected utilization of services, taking into account the characteristics and substance use disorder needs of beneficiaries.
 - The expected number and types of providers in terms of training and experience needed to meet expected utilization.
 - The number of network providers who are not accepting new beneficiaries.
 - The geographic location of providers and their accessibility to beneficiaries, considering distance, travel time, means of transportation ordinarily used by Medi-Cal beneficiaries, and physical access for disable beneficiaries.
- ii. Medication Assisted Treatment Services: Counties must describe in their implementation plan how they will guarantee access to medication assisted treatment services. Counties currently with inadequate access to medication assisted treatment services must describe in their implementation plan how they will provide the service modality.

Counties are encouraged to increase medication assisted treatment services by exploring the use of the following interventions:

- Extend NTP/OTP programs to remote locations using mobile units and contracted pharmacies which may have onsite counseling and urinalysis.
 - Implement medication management protocols for alcohol dependence including naltrexone, disulfiram, and acamprosate. Alcohol maintenance medications may be dispensed onsite in NTPs/OTPs or prescribed by providers in outpatient programs.
 - Provide ambulatory alcohol detoxification services in settings such as outpatient programs, NTPs/OTPs, and contracted pharmacies.
- iii. Selection Criteria and Provider Contracting Requirements: In selecting providers to furnish services under this Pilot, counties must:
- Must have written policies and procedures for selection and retention of providers that are in compliance with the terms and conditions of this amendment and applicable federal laws and regulations.
 - Apply those policies and procedures equally to all providers regardless of public, private, for-profit or non-profit status, and without regard to whether a provider treats persons who require high-risk or specialized services.
 - Must not discriminate against persons who require high-risk or specialized services.

- May contract with providers in another state where out-of-state care or treatment is rendered on an emergency basis or is otherwise in the best interests of the person under the circumstances.
- Select only providers that have a license certification issued by the state that is in good standing.
- Select only providers that, prior to the furnishing of services under this pilot, have enrolled with, or revalidated their current enrollment with DHCS as a DMC provider under applicable federal and state regulations have been screened in accordance with 42 CFR 455.450(c) as a “high” categorical risk prior to furnishing services under this pilot, have signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107, and have complied with the ownership and control disclosure requirements of 42 CFR 455.104. Only providers newly enrolling or revalidating their current enrollment on or after January 1, 2015 would be required to undergo fingerprint-based background checks required under 42 CFR 455.434.
- Select only providers that have a Medical Director who, prior to the delivery of services under this pilot, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 CFR 455.450(a) as a “limited” categorical risk within a year prior to serving as a Medical Director under this pilot, and has signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107.
- Counties may contract individually with licensed LPHAs to provide services in the network.
- Must not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of their certification.
- Must enter into contracts with providers that they have selected to furnish services under this pilot program. All contracts with providers must include the following provider requirements:
 - Services furnished to beneficiaries by the provider under this amendment are safe, effective, patient-centered, timely, culturally competent, efficient and equitable, as defined by the Institute of Medicine;
 - Possess the necessary license and/or certification;
 - Maintain a safe facility by adhering to the state licensing and certification regulations;
 - Maintain client records in a manner that meets state and federal standards;
 - Shall meet the established ASAM criteria for each level of residential care they provide and receive an ASAM Designation, for residential services only, prior to providing Pilot services;

- Be trained in the ASAM Criteria prior to providing services;
 - Meet quality assurance standards and any additional standards established by the county or other evaluation process; and
 - Provide for the appropriate supervision of staff.
 - If a county elects to contract with a managed care plan to furnish services under this pilot, the contract must ensure that any provider furnishing services under this pilot on behalf of the managed care plan meets all of the requirements that apply to a provider (and any Medical Director) that is selected by a county under this section to furnish services under this Pilot.
- iv. Contract Denial: Counties shall serve providers that apply to be a contract provider but are not selected a written decision including the basis for the denial.
- i. County Protest: Any solicitation document utilized by counties for the selection of DMC providers must include a protest provision.
- Counties shall have a protest procedure for providers that are not awarded a contract.
 - The protest procedure shall include requirements outlined in the State/County contract.
 - Providers that submit a bid to be a contract provider, but are not selected, must exhaust the county's protest procedure if a provider wishes to challenge the denial to the Department of Health Care Services (DHCS). If the county does not render a decision within 30 calendar days after the protest was filed with the county, the protest shall be deemed denied and the provider may appeal the failure to DHCS.
- v. DHCS Appeal Process: A provider may appeal to DHCS as outlined in Attachment Y.
- b. Authorization: Counties must provide prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider. Counties will review the DSM and ASAM Criteria to ensure that the beneficiary meets the requirements for the service. Counties shall have written policies and procedures for processing requests for initial and continuing authorization of services. Counties are to have a mechanism in place to ensure that there is consistent application of review criteria for authorization decisions and shall consult with the requesting provider when appropriate. Counties are to meet the established timelines for decisions for service authorization. Counties are required to track the number, percentage of denied and timeliness of requests for authorization for all DMC-ODS services that are submitted, processed, approved and denied. This prior authorization for residential services is compliant with the Medicaid-applicable parity requirements

established by the Mental Health Parity and Addiction Equity Act. Non-residential services shall not require authorization.

- c. County Implementation Plan: Counties must submit to the State a plan on their implementation of DMC-ODS. The State will provide the template for the implementation plan, which is included here as Attachment Z. Counties cannot commence services without an implementation plan approved by the state and CMS. Counties must also have an executed State/County intergovernmental agreement (managed care contract per federal definition) with the county Board of Supervisors and approved by CMS. County implementation plans must ensure that providers are appropriately certified for the services contracted, implementing at least two evidenced based practices, trained in ASAM Criteria, and participating in efforts to promote culturally competent service delivery.

One ASAM level of Residential Treatment Services is required for approval of a county implementation plan in the first year. The county implementation plan must demonstrate ASAM levels of Residential Treatment Services (Levels 3.1-3.5) within three years of CMS approval of the county implementation plan and state-county intergovernmental agreement (managed care contract per federal definition). The county implementation plan must describe coordination for ASAM Levels 3.7 and 4.0.

Upon CMS approval of the implementation plan and an executed contract, counties will be able to bill prospectively for services provided through this Pilot.

Below is a summary of the requirements that must be submitted with the county implementation plan:

Care coordination strategy
<ul style="list-style-type: none">• MOU with managed care plan• DMC transitions, especially aftercare and recovery supports
Service descriptions
<ul style="list-style-type: none">• Withdrawal Management• Outpatient• Intensive Outpatient• NTP/OTP• Additional MAT• Residential• Recovery Services• Case Management• Physician Consultation

<ul style="list-style-type: none">• Two evidence-based practices• Any optional services (including partial hospitalization)
Provider network development plan <ul style="list-style-type: none">• By service• With timeline pegged to specified timeliness standard• Network adequacy requirements (will vary by county)
Phase-in description for a one-year provisional period* <ul style="list-style-type: none">• By service• With timeline and deliverables pegged to timeliness measure

*Only applies to counties unable to meet all mandatory requirements.

- d. Provisional Option: For counties that are unable to comply fully with the mandatory requirements upon implementation of this Pilot, at the time of approval by DHCS and CMS, there exists the option for a one-year provisional period. A one year-provisional option will provide counties the opportunity to participate in the DMC-ODS Pilot while taking the necessary steps to build system capacity, provide training, ensure appropriate care coordination, and implement a full network of providers as described in the Pilot.

In order to apply for the one-year provisional option, a county must include with their implementation plan a strategy for coming into full compliance with the terms of this Pilot. Specifically, each county must describe the steps it will take to provide all required DMC-ODS services that it cannot provide upon initial DMC-ODS implementation. The county will assure that all DMC-ODS services will be available to beneficiaries (whether the services are provided in-network, out-of-network, or using telehealth) while meeting the timeliness requirement during the course of the one-year probation option.

At least sixty (60) days prior to the expiration of the one-year provisional period, counties must resubmit their revised implementation plans for renewal. The plans will describe how the county has implemented the requirements which they originally could not provide. DHCS and CMS will review the revised implementation plans, in conjunction with the state and county monitoring reports as described in Sections 5 and 6 of this amendment, to assess if the county is progressing towards complying fully with the terms of this Pilot. If a county originally awarded a one-year provisional option is able to fully comply with the terms of this Pilot upon renewal, they will be eligible to receive approval to participate in the remainder of the Pilot. If a county originally awarded a one-year provisional option is not able to fully comply with the terms of this Pilot,

DHCS and CMS may approve a renewal pursuant to a Corrective Action Plan (CAP). The CAP will describe how the county will continue to implement its phase-in approach pursuant to its implementation plan, and will assure that all DMC-ODS services are available to beneficiaries in the interim (whether the services are provided are in-network, out-of-network, or using telehealth) within the timeliness requirement.

e. State-County Intergovernmental Agreement (Managed Care Contract per federal definition):

DHCS will require a State-County intergovernmental agreement (managed care contract per federal definition) to be signed between the state and the county in opt-in counties, subject to CMS approval. The contract will provide further detailed requirements including but not limited to access, monitoring, appeals and other provisions. Access standards and timeliness requirements that are specified and described in the county implementation plans will be referenced in the state/county intergovernmental agreement (managed care contract per federal definition). CMS will review and approve the State/County intergovernmental agreement (managed care contract per federal definition).

f. Coordination with DMC-ODS Providers:

Counties will include the following provider requirements within their contracts with the providers.

- **Culturally Competent Services:** Providers are responsible to provide culturally competent services. Providers 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 services must be available for beneficiaries, as needed.
- **Medication Assisted Treatment:** Providers will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Provider staff will regularly communicate with physicians of clients who are prescribed these medications unless the client refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.
- **Evidenced Based Practices:** Providers will implement at least two of the following evidenced based treatment practices (EBPs) based on the timeline established in the county implementation plan. The two EBPs are per provider per service modality. Counties will ensure the providers have implemented EBPs. The State will monitor the implementation of EBP's during reviews. The required EBP include:
 - *Motivational Interviewing:* A client-centered, empathic, but directive counseling strategy designed to explore and reduce

- a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on clients' past successes.
- *Cognitive-Behavioral Therapy*: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.
 - *Relapse Prevention*: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.
 - *Trauma-Informed Treatment*: Services must take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.
 - *Psycho-Education*: Psycho-educational groups are designed to educate clients about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to clients' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist clients in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.
- g. Beneficiary Access Number: All counties shall have a 24/7 toll free number for prospective beneficiaries to call to access DMC-ODS services. Oral interpretation services must be made available for beneficiaries, as needed.
- h. Beneficiary Informing: Upon first contact with a beneficiary or referral, counties shall inform beneficiaries about the amount, duration and scope of services under this waiver in sufficient detail to ensure that the beneficiaries understand the benefits to which they are entitled.
- i. Care Coordination: Counties' implementation plans and state/county intergovernmental agreement (managed care contracts per federal definition) will describe their care coordination plan for achieving seamless transitions of care. Counties are responsible for developing a structured approach to care coordination to ensure that beneficiaries successfully transition between levels of SUD care (i.e. withdrawal management, residential, outpatient) without disruptions to services. In addition to specifying how beneficiaries will transition across levels of acute and short-term SUD care without gaps in treatment, the county will describe in the implementation plan and state/county intergovernmental agreement (managed care contracts per federal definition) how beneficiaries will

access recovery supports and services immediately after discharge or upon completion of an acute care stay, with the goal of sustained engagement and long-term retention in SUD and behavioral health treatment. The county implementation plan and state/county intergovernmental agreement (managed care contract per federal definition) will indicate whether their care transitions approach will be achieved exclusively through case management services or through other methods. The county implementation plan and state/county intergovernmental agreement (managed care contract per federal definition) will indicate which beneficiaries receiving SUD services will receive care coordination.

The participating county shall enter into a memorandum of understanding (MOU) with any Medi-Cal managed care plan that enrolls beneficiaries served by the DMC-ODS. This requirement can be met through an amendment to the Specialty Mental Health Managed Care Plan MOU. The components of the MOUs governing the interaction between the counties and managed care plans related to substance use disorder will be included as part of the counties' implementation plan. If upon submission of an implementation plan, the managed care plan(s) has not signed the MOU(s), the county may explain to the State the efforts undertaken to have the MOU(s) signed and the expected timeline for receipt of the signed MOU(s). Any MOU shall be consistent with the confidentiality provisions of 42 CFR Part 2.

The following elements in the MOU should be implemented at the point of care to ensure clinical integration between DMC-ODS and managed care providers:

- Comprehensive substance use, physical, and mental health screening, including ASAM Level 0.5 SBIRT services;
- Beneficiary engagement and participation in an integrated care program as needed;
- Shared development of care plans by the beneficiary, caregivers and all providers;
- Collaborative treatment planning with managed care;
- Delineation of case management responsibilities;
- A process for resolving disputes between the county and the Medi-Cal managed care plan that includes a means for beneficiaries to receive medically necessary services while the dispute is being resolved;
- Availability of clinical consultation, including consultation on medications;
- Care coordination and effective communication among providers including procedures for exchanges of medical information;
- Navigation support for patients and caregivers; and
- Facilitation and tracking of referrals between systems including bidirectional referral protocols.

- j. Integration with Primary Care: DHCS is committed to participate in the Medicaid Innovation Accelerator Program initiative for substance use disorder, specifically in the Targeted Learning Opportunity topics on primary care and SUD integration.

DHCS is embarking on a strategy to integrate physical and behavioral health care services delivered to beneficiaries in order to improve health outcomes for beneficiaries with SUD and reduce costs in the Medi-Cal program. DHCS will explore options for identifying the best integration strategy upon approval of this waiver amendment and will commit to specifying an integration approach by April 1, 2016. DHCS will produce a concept design for an integrated care model by October 1, 2016, with the goal of implementing physical and behavioral health integration by April 1, 2017.

- k. ASAM Designation for Residential Providers: In order to enroll in Medi-Cal and bill for services under the auspices of this waiver, all residential providers must be designated to have met the ASAM requirements described in Attachment XX. DHCS will develop a designation program by July 1, 2015 to certify that all providers of Adult and Adolescent Level 3.1-3.5 Residential/Inpatient Services are capable of delivering care consistent with ASAM criteria. As part of this designation program, DHCS will use an existing tool or develop a tool that includes the elements that define each sublevel of Level 3 services for Levels 3.1-3.5, develop standard program audit materials and protocols, and implement the ASAM designation program. The timeline for this designation program is outlined in Attachment A and will be technically amended after the program has been developed.
- l. Services for Adolescents and Youth: At a minimum, assessment and services for adolescents will follow the ASAM adolescent treatment criteria. In addition, the state will identify recovery services geared towards adolescents, such as those described in the January 26, 2015 CMS Informational Bulletin "Coverage for Behavioral Health Services for Youth with Substance Use Disorder."

5. DMC-ODS State Oversight, Monitoring, and Reporting.

- a. Monitoring Plan: The State shall maintain a plan for oversight and monitoring of DMC-ODS providers and counties to ensure compliance and corrective action with standards, access, and delivery of quality care and services. The state/county intergovernmental agreement (managed care contracts per federal definition) will require counties to monitor providers at least once per year, and the state to monitor the counties at least once per year through the External Quality Review Organizations (EQRO). If significant deficiencies or significant evidence of noncompliance with the terms of this waiver, the county implementation plan or the state/county contract are found in a county, DHCS will engage the county to determine if there challenges that can be addressed

with facilitation and technical assistance. If the county remains noncompliant, the county must submit a corrective action plan (CAP) to DHCS. The CAP must detail how and when the county will remedy the issue(s). DHCS may remove the county from participating in the Pilot if the CAP is not promptly implemented.

Timely Access. The state must ensure that demonstration counties comply with network adequacy and access requirements, including that services are delivered in a culturally competent manner that is sufficient to provide access to covered services to Medi-Cal population. Providers must meet standards for timely access to care and services, considering the urgency of the service needed. Access standards and timeliness requirements that are specified and described in the county implementation plans will be referenced in the state/county intergovernmental agreement (managed care contract per federal definition). Medical attention for emergency and crisis medical conditions must be provided immediately.

Program Integrity. The State has taken action to ensure the integrity of oversight processes and will continue to closely monitor for any wrongdoing that impacts the DMC-ODS. The State will continue to direct investigative staff, including trained auditors, nurse evaluators and peace officers to continue to discover and eliminate complex scams aimed at profiting from Medi-Cal. Efforts include extensive mining and analyzing of data to identify suspicious Drug Medi-Cal providers; designating DMC providers as “high risk” which requires additional onsite visits, fingerprinting and background checks (except for county providers); and regulations that strengthen DMC program integrity by clarifying the requirements and responsibilities of DMC providers, DMC Medical Directors, and other provider personnel. In conducting site visits of providers seeking to furnish services under this Pilot, the State shall conduct a site visit monitoring review of every site through which the provider furnishes such services. In addition, providers that have not billed DMC in the last 12 months have been and will continue to be decertified. Counties are required to select and contract with providers according to the requirements specified in section 4(iv) of this amendment.

The State will ensure that the counties are providing the required services in the DMC-ODS, including but not limited to the proper application of the ASAM Criteria, through the initial approval in the county implementation plan and through the ongoing county monitoring. The State will conduct a state monitoring review for residential facilities to provide an ASAM designation prior to facilities providing Pilot services. This review will ensure that the facility meets the requirements to operate at the designated ASAM level (as explained in 4(k)).

- b. Reporting of Activity: The State will report activity consistent with the Quarterly and Annual Progress Reports as set forth in this Waiver, Section IV, General

Reporting Requirements. Such oversight, monitoring and reporting shall include all of the following:

- A. Enrollment information to include the number of DMC-ODS beneficiaries served in the DMC-ODS program.
 - B. Summary of operational, policy development, issues, complaints, grievances and appeals. The State will also include any trends discovered, the resolution of complaints and any actions taken or to be taken to prevent such issues, as appropriate.
 - C. Number of days to first DMC-ODS service at appropriate level of care after referral.
 - D. Existence of a 24/7 telephone access line with prevalent non-English language(s).
 - E. Access to DMC-ODS services with translation services in the prevalent non-English language(s).
 - F. Number, percentage and time period of authorization requests approved or denied.
- c. Triennial Reviews: During the triennial reviews, the State will review the status of the Quality Improvement Plan and the county monitoring activities. This review will include the counties service delivery system, beneficiary protections, access to services, authorization for services, compliance with regulatory and contractual requirements of the waiver, and a beneficiary records review. This triennial review will provide the State with information as to whether the counties are complying with their responsibility to monitor their service delivery capacity. The counties will receive a final report summarizing the findings of the triennial review and if out of compliance, the county must submit a plan of correction (POC) within 60 days of receipt of the final report. The State will follow-up with the POC to ensure compliance.

6. DMC-ODS County Oversight, Monitoring and Reporting.

The intergovernmental agreement with the state and counties that opt into the waiver must require counties to have a Quality Improvement Plan that includes the county's plan to monitor the service delivery, capacity as evidenced by a description of the current number, types and geographic distribution of substance use disorder services. For counties that have an integrated mental health and substance use disorders department, this Quality Improvement Plan may be combined with the Mental Health Plan (MHP) Quality Improvement Plan.

- a. The county shall have a Quality Improvement committee to review the quality of substance use disorders services provided to the beneficiary. For counties with an integrated mental health and substance use disorders department, the county may use the same committee with SUD participation as required in the MHP contract.

- b. The QI committee shall recommend policy decisions; review and evaluate the results of QI activities; institute needed QI actions, ensure follow-up of QI process and document QI committee minutes regarding decisions and actions taken. The monitoring of accessibility of services outlined in the Quality Improvement Plan will at a minimum include:
 - i. Timeliness of first initial contact to face-to-face appointment
 - ii. Timeliness of services of the first dose of NTP services
 - iii. Access to after-hours care
 - iv. Responsiveness of the beneficiary access line
 - v. Strategies to reduce avoidable hospitalizations
 - vi. Coordination of physical and mental health services with waiver services at the provider level
 - vii. Assessment of the beneficiaries' experiences
 - viii. Telephone access line and services in the prevalent non-English languages.

- c. Each county's QI Committee should review the following data at a minimum on a quarterly basis since external quality review (EQR) site reviews will begin after county implementation. These data elements will be incorporated into the EQRO protocol.
 - i. Number of days to first DMC-ODS service at appropriate level of care after referral
 - ii. Existence of a 24/7 telephone access line with prevalent non-English language(s)
 - iii. Access to DMC-ODS services with translation services in the prevalent non-English language(s)
 - iv. Number, percentage of denied and time period of authorization requests approved or denied

- d. Counties will have a Utilization Management (UM) Program assuring that beneficiaries have appropriate access to substance use disorder services; medical necessity has been established and the beneficiary is at the appropriate ASAM level of care and that the interventions are appropriate for the diagnosis and level of care. Counties shall have a documented system for collecting, maintaining and evaluating accessibility to care and waiting list information, including tracking the number of days to first DMC-ODS service at an appropriate level of care following initial request or referral for all DMC-ODS services.

- e. Counties will provide the necessary data and information required in order to comply with the evaluation required by the DMC-ODS.

7. Financing

For claiming federal financial participation (FFP), Counties will certify the total allowable expenditures incurred in providing the DMC-ODS waiver services provided

either through county-operated providers (based on actual costs, consistent with a cost allocation methodology if warranted), contracted fee-for-service providers or contracted managed care plans (based on actual expenditures). For contracted FFS providers, counties will propose county-specific rates except for the NTP/OTP modality and the State will approve or disapprove those rates. NTP/OTP reimbursement shall be set pursuant to the process set forth in Welfare and Institutions Code Section 14021.51. All NTP/OTP providers contracting with counties shall provide their county with financial data on an annual basis. This data is to be collected for the purpose of setting the rates after the expiration of the waiver. The DHCS Rates Setting Workgroup shall propose a recommended format for this annual financial data and the State will approve a final format. Counties shall provide this financial data to the DHCS Rates Setting Workgroup upon its request. The provision in the Welfare and Institutions Code, Section 14124.24(h)) remains in effect and NTPs/OTPs will not be required to submit cost reports to the counties for the purpose of cost settlement.

If during the State review process, the State denies the proposed rates, the county will be provided the opportunity to adjust the rates and resubmit to the State. The State will retain all approval of the rates in order to assess that the rates are sufficient to ensure access to available DMC-ODS waiver services. Rates will be set in the State and County intergovernmental agreement. For contracted managed care plans, counties will reimburse the managed care organizations the contracted capitation rate. A CMS-approved CPE protocol, based on actual allowable costs, is required before FFP associated with waiver services is made available to the state. This approved CPE protocol (Attachment AA) must explain the process the State will use to determine costs incurred by the counties under this demonstration.

Only state plan DMC services will be provided prior to the DHCS and CMS approval of the State/County intergovernmental agreement (managed care contract per federal definition) and executed by the County Board of Supervisors. State plan DMC services will be reimbursed pursuant to the state plan reimbursement methodologies until a county is approved to begin DMC-ODS services.

SB 1020 (Statutes of 2012) created the permanent structure for 2011 Realignment. It codified the Behavioral Health Subaccount which funds programs including Drug Medi-Cal. Allocations of Realignment funds run on a fiscal year of October 1-September 30. The monthly allocations are dispersed to counties from the State Controller's Office. The Department of Finance develops schedules, in consultation with appropriate state agencies and the California State Association of Counties (CSAC), for the allocation of Behavioral Health Subaccount funds to the counties. The base has not yet been set, as the State assesses the expenditures by county for these programs. The state will continue to monitor the BH subaccount and counties to ensure that SUD is not artificially underspent.

Subject to the participation standards and process to be established by the State, counties may also pilot an alternative reimbursement structure, including but not

limited to, for a DMC-ODS modality if both the provider of that modality and the county mutually and contractually agree to participate. This may include use of case-rates. The State and CMS will have the final approval of any alternative reimbursement structure pilot proposed by the county, and such pilot structure must continue to meet the terms and conditions expressed herein, including but not limited to, the rate approval process described above.

8. Evaluation

Through an existing contract with DHCS, University of California, Los Angeles, (UCLA) Integrated Substance Abuse Programs will conduct an evaluation to measure and monitor the outcomes from the DMC-ODS Waiver. The design of the DMC-ODS evaluation will focus on the four key areas of access, quality, cost, and integration and coordination of care. Specifically, the data collection, reporting and analysis strategy for this waiver program will be designed to assess 1) the impact of providing intensive outpatient SUD services in the community; 2) the effectiveness of drug based SUD treatments; 3) the impact of providing residential SUD services; 4) whether the length of stay of residential SUD services affects the impact of such services; and 5) whether the residential treatment methods affect the impact of such services. These impacts will be assessed in terms of beneficiary access, health care costs, outcomes and service utilization, and will utilize a comparison between comparable populations in opt-in counties and other counties. The measurement strategy will track readmission rates to the same level of SUD care or higher, emergency department utilization and inpatient hospital utilization. The measurement strategy will also evaluate successful care transitions to outpatient care, including hand-offs between levels of care within the SUD continuum as well as linkages with primary care upon discharge. California will utilize the SUD data system currently in place known as the California Outcomes Measurement System (CalOMS). CalOMS captures data from all SUD treatment providers which receive any form of government funding. The CalOMS data set, along with additional waiver specific data, will enable the State to evaluate the effectiveness of the DMC-ODS. The design of the evaluation is contained in Attachment DD: UCLA Evaluation. The state will submit the complete design of the evaluation within 60 days of the approval of the amendment.

One of the focuses of the first year of the evaluation will be that each opt-in county has an adequate number of contracts with NTP providers, access to NTP services has remained consistent or increased and that no disruption to NTP services has occurred as a result of the DMC-ODS.

9. Federal 42 CFR 438 and other Managed Care Requirements

- A. Any entity that receives a prepayment from the state to provide services to beneficiaries will be considered by federal definition, a managed care plan and held to all federal 42 CFR 438 requirements and requirements in this section. Accordingly, counties participating in this DMC-ODS Pilot program

will be considered managed care plans. CMS will waive the following 438 requirement(s):

438.310-370 (External Quality Review Organizations, or EQROs). Opt-in counties will include in their implementation plan a strategy and timeline for meeting EQR requirements. EQR requirements must be phased in within 12 months of having an approved implementation plan. EQRO monitoring visits will begin in March 2016 in Phase One counties and Phase Two counties will begin in September 2016. By January 2017, the EQRO will begin monitoring all Pilot counties phased into the DMC-ODS.

- B. Implementation cannot begin prior to CMS review and approval of State/County intergovernmental agreement (managed care plan contracts per federal definition).
- C. At least sixty (60) days prior to CMS contract approval the state shall submit for each opt-in county the applicable network adequacy requirements as part of the county implementation plan. CMS concurrence with standards is required. At least sixty (60) days prior to CMS contract approval the state shall provide all deliverables necessary to indicate compliance with network adequacy requirements.

Attachment X: Operational Protocol

A primary goal underlying the ASAM Criteria is for the patient to be placed in the most appropriate level of care. For both clinical and financial reasons, the preferable level of care is that which is the least intensive while still meeting treatment objectives and providing safety and security for the patient. The ASAM Criteria is a single, common standard for assessing patient needs, optimizing placement, determining medical necessity, and documenting the appropriateness of reimbursement. ASAM Criteria uses six unique dimensions, which represent different life areas that together impact any and all assessment, service planning, and level of care placement decisions. The ASAM Criteria structures multidimensional assessment around six dimensions to provide a common language of holistic, biopsychosocial assessment and treatment across addiction treatment, physical health and mental health services.

The ASAM Criteria provides a consensus based model of placement criteria and matches a patient's severity of SUD illness with treatment levels that run a continuum marked by five basic levels of care, numbered Level 0.5 (early intervention) through Level 4 (medically managed intensive inpatient services).

There are several ASAM training opportunities available for providers and counties. The ASAM e-Training series educates clinicians, counselors and other professionals involved in standardizing assessment, treatment and continued care. One-on-one consultation is also available to review individual or group cases with the Chief Editor of the ASAM Criteria. Additionally, there is a two-day training which provides participants with opportunities for skill practice at every stage of the treatment process: assessment, engagement, treatment planning, continuing care and discharge or transfer. There are also a variety of webinars available.

At a minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care. A third module entitled, "Introduction to The ASAM Criteria" is recommended for all county and provider staff participating in the Waiver. With assistance from the State, counties will facilitate ASAM provider trainings.

All residential providers must be designated to have met the ASAM requirements and receive a DHCS issued ASAM designation. DHCS will develop a designation program to certify that all providers of Adult and Adolescent Level 3.1-3.5 Residential/Inpatient Services are capable of delivering care consistent with ASAM Criteria. As part of this designation program, DHCS will develop a tool that includes the elements that define each sublevel of Level 3 services for Levels 3.1-3.5, develop standard program monitoring materials and protocols, and implement the ASAM designation program. After developing the protocol and monitoring tool, DHCS will designate all current residential providers which will require initial paperwork and a DHCS designation. DHCS will then fold the ASAM designation process into the initial licensing process so all new residential providers will have an ASAM designation.

Attachment Y: DHCS Appeal Process

1. Following a county's contract protest procedure, a provider may appeal to DHCS if it believes that the county erroneously rejected the provider's solicitation for a contract.
2. A provider may appeal to DHCS, following an unsuccessful contract protest, if the provider meets all objective qualifications and it has reason to believe the county has an inadequate network of providers to meet beneficiary need and the provider can demonstrate it is capable of providing high quality services under current rates, and:
 - A. It can demonstrate arbitrary or inappropriate county fiscal limitations; or
 - B. It can demonstrate that the contract was denied for reasons unrelated to the quality of the provider or network adequacy.
3. DHCS does not have the authority to enforce State or Federal equal employment opportunity laws through this appeal process. If a provider believes that a county's decision not to contract violated Federal or State equal employment opportunity laws, that provider should file a complaint with the appropriate government agency.
4. A provider shall have 30 calendar days from the conclusion of the county protest period to submit an appeal to the DHCS. Untimely appeals will not be considered. The provider shall serve a copy of its appeal documentation on the county. The appeal documentation, together with a proof of service, may be served by certified mail, facsimile, or personal delivery.
5. The provider shall include the following documentation to DHCS for consideration of an appeal:
 - a) County's solicitation document;
 - b) County's response to the county's solicitation document;
 - c) County's written decision not to contract
 - d) Documentation submitted for purposes of the county protest;
 - e) Decision from county protest; and
 - f) Evidence supporting the basis of appeal.
6. The county shall have 10 working days from the date set forth on the provider's proof of service to submit its written response with supporting documentation to DHCS. In its response, the County must include the following documentation: 1) the qualification and selection procedures set forth in its solicitation documents; 2) the most current data pertaining to the number of providers within the county, the capacity of those providers, and the number of beneficiaries served in the county, including any anticipated change in need and the rationale for the change; and 3) the basis for asserting that the appealing Provider should not have been awarded a contract based upon the County's solicitation procedures.

The county shall serve a copy of its response, together with a proof of service, to the provider by certified mail, facsimile, or personal delivery.

7. Within 10 calendar days of receiving the county's written response to the provider's appeal, DHCS will set a date for the parties to discuss the respective positions set forth in the appeal documentation. A representative from DHCS with subject matter knowledge will be present to facilitate the discussion.
8. Following the facilitated discussion, DHCS will review the evidence provided and will make a determination.
9. Following DHCS' determination that the county must take further action pursuant to Paragraph 8 above, the county must submit a Corrective Action Plan (CAP) to DHCS within 30 days. The CAP must detail how and when the county will follow its solicitation procedure to remedy the issues identified by DHCS. DHCS may remove the county from participating in the Waiver if the CAP is not promptly implemented. If the county is removed from participating in the Waiver, the county will revert to providing State Plan approved services.
10. The decision issued by DHCS shall be final and not appealable.

Attachment Z: County Implementation Plan

**Department of Health Care Services
Drug Medi-Cal Organized Delivery System Waiver
County Implementation Plan**

This document will be used by the Department of Health Care Services (DHCS) to help assess the county's readiness to implement the Drug Medi-Cal Organized Delivery System (DMC-ODS) Waiver and for the counties to determine capacity, access and network adequacy. The tool draws upon the Special Terms and Conditions and the appropriate CFR 438 requirements. DHCS will review and render an approval or denial of the county's participation in the Waiver.

Table of Contents

- Part I Plan Questions**
This part is a series of questions regarding the county's DMC-ODS program.
- Part II Plan Description: Narrative Description of the County's Plan**
In this part, the county describes its DMC-ODS program based on guidelines provided by the Department of Health Care Services.

Part I Plan Questions

This part is a series of questions that summarize the county's DMC-ODS plan.

1. Identify the county agencies and other entities involved in developing the county plan. (Check all that apply) Input from stakeholders in the development of the county implementation plan is required; however, all stakeholders listed are not required to participate.

- County Behavioral Health Agency
- County Substance Use Disorder Agency
- Providers of drug/alcohol treatment services in the community
- Representatives of drug/alcohol treatment associations in the community
- Physical Health Care Providers
- Medi-Cal Managed Care Plans
- Federally Qualified Health Centers (FQHCs)
- Clients/Client Advocate Groups
- County Executive Office
- County Public Health
- County Social Services
- Foster Care Agencies
- Law Enforcement
- Court
- Probation Department
- Education
- Recovery support service providers (including recovery residences)
- Health Information technology stakeholders
- Other (specify) _____

2. How was community input collected?

- Community meetings
 - County advisory groups
 - Focus groups
 - Other method(s) (explain briefly)
-

3. Specify how often entities and impacted community parties will meet during the implementation of this plan to continue ongoing coordination of services and activities.

- Monthly
- Bi-monthly
- Quarterly
- Other: _____

Review Note: One box must be checked.

4. Prior to any meetings to discuss development of this implementation plan, did representatives from Substance Use Disorders (SUD), Mental Health (MH) and Physical Health all meet together regularly on other topics, or has preparation for the Waiver been the catalyst for these new meetings?

- SUD, MH, and physical health representatives in our county have been holding regular meetings to discuss other topics prior to waiver discussions.
- There were previously some meetings, but they have increased in frequency or intensity as a result of the Waiver.
- There were no regular meetings previously. Waiver planning has been the catalyst for new planning meetings.
- There were no regular meetings previously, but they will occur during implementation.
- There were no regular meetings previously, and none are anticipated.

5. What services will be available to DMC-ODS clients under this county plan?

REQUIRED

- Withdrawal Management (minimum one level)
- Residential Services (minimum one level)
- Intensive Outpatient
- Outpatient
- Opioid (Narcotic) Treatment Programs
- Recovery Services
- Case Management
- Physician Consultation

How will these required services be provided?

- All county operated
- Some county and some contracted
- All contracted.

OPTIONAL

- Additional Medication Assisted Treatment
- Partial Hospitalization
- Recovery Residences
- Other (specify) _____

6. Has the county established a toll free 24/7 number with prevalent languages for prospective clients to call to access DMC-ODS services?

- Yes (required)
- No. Plan to establish by: _____.

Review Note: If the county is establishing a number, please note the date it will be established and operational.

7. The county will participate in providing data and information to the University of California, Los Angeles (UCLA) Integrated Substance Abuse Programs for the DMC-ODS evaluation.

- Yes (required)
- No

8. The county will comply with all quarterly reporting requirements as contained in the STCs.

- Yes (required)
- No

PART II PLAN DESCRIPTION (Narrative)

In this part of the plan, the county must describe certain DMC-ODS implementation policies, procedures, and activities.

General Review Notes:

- Number responses to each item to correspond with the outline.
- Keep an electronic copy of your implementation plan description. After DHCS reviews your plan description, you may need to make revisions.

- Counties must submit a revised plan to DHCS whenever the county requests to add a new level of service.

Narrative Description

1. Collaborative Process. Describe the collaborative process used to plan DMC-ODS services. Describe how county entities, community parties, and others participated in the development of this plan and how ongoing involvement and effective communication will occur.

Review Note: Stakeholder engagement is required in development of the implementation plan.

2. Client Flow. Describe how clients move through the different levels identified in the continuum of care (referral, assessment, authorization, placement, transitions to another level of care). Describe what entity or entities will conduct ASAM criteria interviews, how admissions to the recommended level of care will take place, how often clients will be re-assessed, and how they will be transitioned to another level of care accordingly. Include the role of how the case manager will help with the transition through levels of care. Also describe if there will be timelines established for the movement between one level of care to another.

Review Note: A flow chart may be included.

3. Beneficiary Access Line. For the beneficiary toll free access number, what data will be collected (i.e: measure the number of calls, waiting times, and call abandonment)?

4. Treatment Services. Describe the required types of DMC-ODS services (withdrawal management, residential, intensive outpatient, outpatient, opioid/narcotic treatment programs, recovery services, case management, physician consultation) and optional (additional medication assisted treatment, recovery residences) to be provided. What barriers, if any, does the county have with the required service levels? Describe how the county plans to coordinate with surrounding opt-out counties in order to limit disruption of services for beneficiaries who reside in an opt-out county.

Review Note: Include in each description the corresponding American Society of Addiction Medicine (ASAM) level, including opioid treatment programs. Names and descriptions of individual providers are not required in this section; however, a list of all contracted providers will be required within 30 days of the waiver implementation date.

6. Coordination with Mental Health. How will the county coordinate mental health services for beneficiaries with co-occurring disorders? Are there minimum initial coordination requirements or goals that you plan to specify for your providers? How will these be monitored? Please briefly describe the county structure for delivering SUD and mental health services. When these structures are separate, how is care coordinated?

7. Coordination with Physical Health. Describe how the counties will coordinate physical health services within the waiver. Are there minimum initial coordination requirements or goals that you plan to specify for your providers? How will these be monitored?

8. Coordination Assistance. The following coordination elements are listed in the STCs. Based on discussions with your health plan and providers, do you anticipate substantial challenges and/or need for technical assistance with any of the following? If so, please indicate which and briefly explain the nature of the challenges you are facing.

- Comprehensive substance use, physical, and mental health screening;
- Beneficiary engagement and participation in an integrated care program as needed;
- Shared development of care plans by the beneficiary, caregivers and all providers;
- Collaborative treatment planning with managed care;
- Care coordination and effective communication among providers;
- Navigation support for patients and caregivers; and
- Facilitation and tracking of referrals between systems.

9. Access. Describe how the county will ensure access to all service modalities. Describe the county's efforts to ensure network adequacy. Describe how the county will establish and maintain the network by addressing the following:

- The anticipated number of Medi-Cal clients.
- The expected utilization of services.
- The numbers and types of providers required to furnish the contracted Medi-Cal services.
- Hours of operation of providers.
- Language capability for the county threshold languages.
- Timeliness of first face-to-face visit, timeliness of services for urgent conditions and access afterhours care.
- The geographic location of providers and Medi-Cal beneficiaries, considering distance, travel time, transportation, and access for beneficiaries with disabilities.

10. Training Provided. What training will be offered to providers chosen to participate in the waiver? How often will training be provided? Are there training topics that the county wants to provide but needs assistance?

Review Note: Include the frequency of training and whether it is required or optional.

11. Technical Assistance. What technical assistance will the county need from DHCS?

12. Quality Assurance. Describe the quality assurance activities the county will conduct. Include the county monitoring process (frequency and scope), Quality

Improvement plan, Quality Improvement committee activities and how counties will comply with CFR 438 requirements. Please also list out the members of the Quality Improvement committee. Also include descriptions of how each of the quality assurance activities will meet the minimum data requirements.

13. Evidence Based Practices. How will the counties ensure that providers are implementing at least two of the identified evidence based practices? What action will the county take if the provider is found to be in non-compliance?

14. Assessment. Describe how and where counties will assess beneficiaries for medical necessity and ASAM Criteria placement. How will counties ensure beneficiaries receive the correct level of placement?

15. Regional Model. If the county is implementing a regional model, describe the components of the model. Include service modalities, participating counties, and identify any barriers and solutions for beneficiaries. How will the county ensure access to services in a regional model (refer to question 7)?

16. Memorandum of Understanding. Submit a signed copy of each Memorandum of Understanding (MOU) between the county and the managed care plans. The MOU must outline the mechanism for sharing information and coordination of service delivery as described in 4(i) of the STCs. If upon submission of an implementation plan, the managed care plan(s) has not signed the MOU(s), the county may explain to the State the efforts undertaken to have the MOU(s) signed and the expected timeline for receipt of the signed MOU(s).

17. Telehealth Services. If a county chooses to utilize telehealth services, how will telehealth services be structured for providers and how will the county ensure confidentiality? (Please note: group counseling services cannot be conducted through telehealth).

18. Contracting. Describe the county's selective provider contracting process. What length of time is the contract term? Describe the local appeal process for providers that do not receive a contract. If current DMC providers do not receive a DMC-ODS contract, how will the county ensure beneficiaries will continue receiving treatment services?

Review Note: A list of all contracted providers (modality, provider, address) must be submitted to DHCS within 30 days of the waiver implementation date and as new providers are awarded contracts. DHCS will provide the format for the listing of providers.

19. Additional Medication Assisted Treatment (MAT). If the county chooses to implement additional MAT beyond the requirement for NTP services, describe the MAT and delivery system.

20. Residential Authorization. Describe the county’s authorization process for residential services. Prior authorization requests for residential services must be addressed within 24 hours.

21. One Year Provisional Period. For counties unable to meet all the mandatory requirements upon implementation, describe the strategy for coming into full compliance with the required provisions in the DMC-ODS. Include in the description the phase-in plan by service or DMC-ODS requirement that the county cannot begin upon implementation of their Pilot. Also include a timeline with deliverables.

Review Note: This question only applies to counties participating in the one-year provisional program and only needs to be completed by these counties.

County Authorization

The County Behavioral Health Director (for Los Angeles and Napa AOD Program Director) must review and approve the Implementation Plan. The signature below verifies this approval.

County Behavioral Health Director*
(*for Los Angeles and Napa AOD Program Director)

County

Date

Attachment AA: County CPE Protocol

Reserved

Attachment BB: Tribal Delivery System

In order to participate in the DMC-ODS pilot, tribal providers must deliver care consistent with the American Society of Addiction Medicine (ASAM) Criteria, as well as be part of an organized delivery system (ODS) that coordinates care across the continuum specified by the ASAM criteria. Delivering care consistent with the ASAM Criteria is the applicable standard for provider participation in the DMC-ODS pilot. The state must comply with the statutory exemption from state or local licensure or recognition requirements at Section 1621(t) of the Indian Health Care Improvement Act. After approval of this amendment, DHCS will consult with tribal 638 facilities, Urban Indian Health Programs, tribes and stakeholders to develop the specific process for these tribal and Indian health care providers to participate in Medi-Cal and in the DMC-ODS program. All providers participating in the DMC-ODS pilot must comply with quality reporting and monitoring activities.

Attachment CC: Financing and Availability of MAT Services

Medications to assist with treatment for substance use disorder are available in the DMC-ODS Pilot and in California’s larger Medi-Cal system. The reimbursements of these medications are detailed in the following table:

MAT Drug Reimbursement Through the DMC-ODS and Medical System

Medication	TAR* Required	Availability
Methadone	No	Only in NTP/OTP
Buprenorphine	Yes, unless provided in an NTP/OTP	Pharmacy Benefit, NTP/OTP
Naltrexone tablets	No	Pharmacy Benefit, ODF DMC Benefit
Naltrexone long-acting injection	Yes	Pharmacy Benefit, Physician Administered Drug
Disulfiram	No	Pharmacy Benefit, NTP/OTP
Acamprosate	Yes	Pharmacy Benefit
Naloxone	No	Pharmacy Benefit; NTP/OTP

*TAR (Treatment Authorization Request)

There are different doors patients in need of Medication Assisted Treatment (MAT) enter the Medi-Cal system in California. Therefore, California makes the medications and the treatment services available in various settings. Depending on the setting the patient is initially diagnosed with a substance use disorder, the administering and dispensing of MAT will vary. If a patient comes through the county system or directly to a Narcotic Treatment Program (NTP), the program is responsible for the prescribing, ordering, and monitoring service. The NTP also dispenses and administrates the MAT and all of this is reimbursed with a bundled rate. If a client is diagnosed by their non-DMC primary care doctor, the prescribing, ordering, and monitoring of the medication occurs during the office visit. After the office visit, the patient will fill the prescription at a pharmacy. Pharmacies are then reimbursed for the medication and dispensing of the medication. In some cases, the physician may administer the drug in the office. This is termed a “physician administered drug” and the physician is reimbursed for the drug and the administration directly. Patients receiving DMC outpatient services may also be prescribed MAT through a physician working at the program. The patient would then fill the prescription at the pharmacy.

Attachment DD: UCLA Evaluation

DHCS will report the relevant Medicaid Adult and Children's Quality Measures for individuals with SUD (located at <http://www.medicaid.gov/medicaid-chip-program-information/by-topics/quality-of-care/downloads/2015-adult-core-set.pdf> and <http://www.medicaid.gov/medicaid-chip-program-information/by-topics/quality-of-care/downloads/2015-child-core-set.pdf>). These include the Initiation and Engagement of Alcohol and Other Drug Dependence Treatment (NQF #0004). To the extent possible, DHCS will also report the Follow-up after Discharge from the Emergency Department for Mental Health or Alcohol or Other Drug Dependence (NQF #2605) measure and the SUB-3 Alcohol and Other Drug Use Disorder Treatment Provided or Offered at Discharge and SUB-3a Alcohol and Other Drug Use Disorder Treatment at Discharge (NQF #1664) measures.

DHCS and UCLA propose to measure the following domains:

Access

Has access to treatment increased in counties that have opted in to the waiver? Analyses to be performed by county, race, ethnicity, and gender where possible.

- Availability and use of full required continuum of care (CalOMS-Tx)
- Use of medication assisted treatment (DMC Claims, Medi-Cal claims)
- Number of Admissions (DMC Claims, CalOMS-Tx)
- Numbers and trends by type of service (e.g. NTP) (CalOMS-Tx)
- Penetration rates –, analyzed also by primary drug (alcohol/drug) not by demographics
- Adequacy of network
 - First available appointment (UCLA will call and try to make appointments)
 - Average distance to provider (CalOMS, SMART6i)
 - Time from ASAM assessment to admission (county ASAM data, CalOMS)
 - Newly certified sites (SMART 6i)
 - Residential, detoxification capacity (DATAR)
 - Outpatient capacity (in development)
 - Retention in treatment
- Existence of a 24/ 7 functioning beneficiary access number
- Existence of a 24/7 functioning beneficiary access number in languages other than English
- Availability of services in language other than English
- Availability of provider directory to patients

Quality

Has quality of care improved in counties that have opted in to the waiver?

- Appropriate placement:
 - Percent of individuals receiving ASAM criteria-based assessment prior to an admission in level of care.
 - Comparison of ASAM indicated level of care and actual placement and reasons documented for the difference if they do not match.
 - Use of continuing ASAM assessments, appropriate movement
- Appropriate treatment consistent with level of care after placement:
 - ASAM Audits
 - % of referrals with successful treatment engagement (based on length of stay)
- Successful care transitions
- Successful discharge
 - Discharges against medical advice
- Will need to collect supplemental data from Chemical Dependency Recovery Hospitals and free standing psych, since they do not report to CalOMS-Tx (surveys or interviews, OSHPD data).
- Where possible, collect data from county EBP monitoring, assess adequacy of such monitoring
- Data indicator reports
- Follow-up patient surveys and interviews
 - Patient perceptions of care
- Provider surveys and interviews
 - Quality of care, perceptions of system (other providers), measures of patient centered care.
- Outcome Measures
 - CalOMS, Patient surveys
 - AOD use
 - Social support
 - Living arrangements
 - Employment
 - Quality of Life / Functioning
 - Grievance reports
 - Effectiveness of all levels of care
 - Readmissions to withdrawal management, residential and intensive outpatient treatment
 - Effectiveness of Residential treatment

- Change in health care costs for individuals who receive residential care (pre/post and vs comparable patients placed in other modalities)
 - Change in ED utilization and costs
 - Change in inpatient utilization and costs
 - Change in SUD treatment utilization and costs
 - Are there differences that are associated with the use of different treatment modalities in health outcomes and/or costs?
 - Are there differences that are associated with the different residential lengths of stay in health outcomes and/or costs?
- Differences in health care costs among patients who receive SUD medications versus patients who do not receive SUD medications

Cost

- Is the waiver cost-effective? Total health costs pre/post waiver implementation among comparable patients

Integration and Coordination of Care

Is SUD treatment being coordinated as intended with primary care, mental health, and recovery support services?

- Existence of required MOUs with
 - bidirectional referral protocols between plans
 - availability of clinical consultation, including consultation on medications, the management of a beneficiary's care, including procedures for the exchanges of medical information and a process for resolving disputes between the county and the Medi-Cal managed care plan that includes a means for beneficiaries to receive medically necessary services while the dispute is being resolved
- Assessment of coordination goals (provider & patient surveys/interviews)
 - Comprehensive substance use, physical, and mental health screening;
 - Beneficiary engagement and participation in an integrated care program as needed;
 - Shared development of care plans by the beneficiary, caregivers and all providers;
 - Care coordination and effective communication among providers;
 - Navigation support for patients and caregivers; and
 - Facilitation and tracking of referrals between systems.

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- Quantify referrals to and from primary care and mental health
- Quantify referrals to and from recovery services paid for by the DMC-ODS

Appendix IV

ASAM Residential Service Levels of Care

ASAM Level of Care	Title	Description	Provider
3.1	Clinically Managed Low-Intensity Residential Services	24-hour structure with available trained personnel; at least 5 hours of clinical service/week and prepare for outpatient treatment.	DHCS Licensed and DHCS/ASAM Designated Residential Providers
3.3	Clinically Managed Population-Specific High-Intensity Residential Services	24-hour care with trained counselors to stabilize multidimensional imminent danger. Less intense milieu and group treatment for those with cognitive or other impairments unable to use full active milieu or therapeutic community and prepare for outpatient treatment.	DHCS Licensed and DHCS/ASAM Designated Residential Providers
3.2 WM	Clinically managed residential withdrawal management	Moderate withdrawal, but needs 24-hour support to complete withdrawal management and increase likelihood of continuing treatment or recovery.	DHCS Licensed Residential Facility with Detox Certification; Physician, licensed prescriber; ability to promptly receive step-downs from acute level 4.

Appendix V

Budget and Workplan Forms



Alcohol and Other Drugs Services Workplan

Name of Contractor:

Mailing Address:

Contact Person:

Telephone Number:

Fax Number:

E-Mail:

Federal Tax ID Number:

Service Facility Location NPI:

Region Served	Target Group

Service Sites	Hours of Service Availability

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Section B.1

Staff Productivity Model

	Hours	Percent
Paid Leave [Holiday, Vacation, Sick, Personal, etc.]		# DIV/0!
Direct Service Hours		# DIV/0!
Program Support Hours [Prep. Time, Travel, Staff Mtg, Training, Community Meetings, etc.]		# DIV/0!
Total Annual Budgeted Staff Hours - (Must total 2,080)	-	# DIV/0!

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Section D
Summary

#	Budget Section	County Funds	Other Funds	Total
1	Personnel - Administrative & Support Staff	\$ -	\$ -	\$ -
2	Personnel - Service Provider Staff	\$ -	\$ -	\$ -
3	Personnel Subtotal	\$ -	\$ -	\$ -
4	Services & Supplies	\$ -	\$ -	\$ -
5	Total Direct Charges	\$ -	\$ -	\$ -
6	Indirect Costs	\$ -	\$ -	\$ -
7	Total Proposed Budget	\$ -	\$ -	\$ -

Section E
Sources of Other Funds

Revenue Source	Total
Client Fees	
Grants:	
Grants:	
Unrestricted Agency Funds	
Fund Raising	
Other County Dept:	
Other County Dept:	
Other:	
Other:	
Total Non-County Revenue	\$ -

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Section G

Residential Services

Service Start Date:

Program Static Capacity (Beds):

Total Unduplicated New Participants:

Total Licensed Capacity for this Facility (TX):

Total Licensed Capacity for this Facility (Detox):

Type of Service	FTE's	Direct Svce Staff Hrs	Number of Bed Days	Unduplicated Participants	Payment Rate per Bed Day
Residential Day					
Detox Day					
TOTAL	-	0	0		

Please attach a schedule of activities.

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Code	Expenditure Type
10	Accounting/Audit
15	Advertising
76	Alarm/Security
95	Background Checks
57	Bad Debt
53	Bank Charges
11	Bldg. Maintenance
34	Books & Publications
70	Child Care
67	Client Incentives
88	Client Medical Costs
94	Client Socialization
65	Client Transportation
89	Clothes
96	Community Facility Rental
109	Community Meeting Costs
110	Computer Hardware & Software
18	Consultant
14	County Admin & Support
27	Data Processing
54	Depreciation
74	Depreciation - Auto
22	Dues/Subscriptions
62	Employee Recruitment
112	Employment Expense
108	Environmental Projects
47	Equip. Depreciation
116	Equip. Lease
24	Equip. Maintenance
37	Equip. Purchase
12	Equip. Rental
31	Evaluation
49	Facility Depreciation
33	Fees & Other Revenue
80	Field Trips
36	Food
100	Food & Public Relations
51	Furniture
78	Gas
44	Household Supplies
113	Housing Allowance
69	Incentives
5	Insurance
82	Interest
92	IT Expense
111	Janitorial

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Code	Expenditure Type
20	Lab Fees
23	Legal Fees
39	Licenses & Permits
79	Marketing
25	Medical Supplies
46	Minor Equip & Supplies
28	Miscellaneous
52	Mortgage Interest
2	Office Supplies
43	Outside Services
35	Payroll Preparation
102	Permits & Fees
42	Personal Needs
26	Pharmaceuticals
21	Physician Services
7	Postage
6	Printing/Copier
19	Professional Services
61	Program Activities
16	Program Supplies
104	Property Tax
55	Public Relations
98	Recognition Events
97	Recognition Lunch
38	Recreation
86	Recruitment
107	Relocation
4	Rent
81	Sanitation
72	Shared Operating
66	Special Events
91	Staff Development
30	Stipends
64	Storage
68	Subcontracts
101	Summer Youth Leadership
93	Taxes
103	Technology
1	Telephone
87	Testing Materials
8	Training
85	Transportation
3	Travel/Mileage
13	Urinalysis
9	Utilities
71	Vehicle Costs

REQUEST FOR QUALIFICATIONS
Residential Substance Use Disorder Detoxification and Treatment Services for Men in West Contra Costa County

Code	Expenditure Type
84	Vehicle Insurance
50	Vehicle Interest
77	Vehicle Maintenance
60	Volunteer Recruitment

ALCOHOL AND OTHER DRUGS SERVICES
RFQ Work Plan Instructions

CONTRACTOR IDENTIFICATION

- **NAME OF CONTRACTOR** - Please type in the name of the agency performing services under this contract.
- **MAILING ADDRESS** - List the mailing address of the agency's administrative offices.
- **CONTACT PERSON** - This is the individual who will be the contact person with the County for matters relating to the performance of this contract. Generally, this would be the person who signs the contract and whom the County would contact regarding audits, site visits, and similar administrative matters.
 - Please list the Telephone number, Fax number and e-mail address for the contact person.
- **FEDERAL TAX ID NUMBER** - List the agency's Federal tax ID number.
- **SERVICE FACILITY LOCATION NPI** – This is the HIPAA National Provider Identifier for the facility where contract services will be provided. This is not required for Prevention Programs.

GEOGRAPHIC AREA AND TARGET GROUP

List the community or geographic area your agency will serve. For example, Richmond, Concord, Antioch, West County, etc. Describe your target population for each area in terms of its distinguishing characteristics, i.e., age, ethnicity, etc. If you will be serving multiple areas and groups, please list each one on a different line.

SERVICE SITES AND HOURS OF SERVICE AVAILABILITY

List the addresses, days, and times that the services described in this exhibit will be provided. It is expected that each geographic service area listed in the section above will have a corresponding local office. Please list the primary service site(s), whether they are at the program office or at some site in the community such as a school or community center.

BUDGET

Section A – Personnel Costs - Administrative and Support Staff

Section B - Personnel Costs - Direct Service Staff

Column 1 (Position Title)

- a) The Administrative and Support Staff category includes those persons whose responsibilities are directed towards program management or operations. It would include executive directors, accounting staff, clerical support, etc. Direct Service Staff are those positions or portions of positions which are devoted to direct contact with the recipients of your services, e.g., counselors, prevention educators, etc.
- b) For Column 1 in Budget Sections A & B, please list the title only of each staff person as appropriate.
- c) It is possible that the same individual could have dual responsibility and be listed in both categories. The same Position Title must be used in each Section. The title used will depend on the person's primary responsibilities within the agency and not just those duties reflected in this contract.

Column 2 (FTE)

List the decimal proportion of a 40-hour work hour which each staff person spends on contract services. The formula is: $(\text{hours worked per week}) / 40 = \text{FTE}$. For example, 20 hours per week translates to .50 FTE, 10 hours per week to .25, 8 hours to .20.

Column 3 (HRLY Rate)

Enter the hourly pay rate exclusive of benefits for each individual listed in Column 1.

Column 4 (County Funds)

List the amount of Alcohol and Other Drugs Services funds allocated to the salary and benefits for each position.

Column 5 (Other Revenue)

List the amount of revenue from non-county sources [Client Fees, Donations, Food Stamps, etc.] allocated to any of the positions listed.

Column 6 (Total)

List the total of Columns 4 and 5.

In each section (A&B) list the aggregate amount expended for taxes and benefits for the positions listed. Where space is made available, please total the figures in columns 4, 5, & 6 in the bottom row of the matrix.

Budget Section B.1 – Staff Productivity Model

There are three rows for a quantitative listing of your organization’s policy regarding direct service staff involvement in direct client services. These are:

1. Paid Leave [Holiday, Vacation, Sick, Personal, etc.]
2. Direct Service Hours
3. Program Support Hours [Prep. Time, Travel, Staff Mtg, Training, Community Meetings, etc.]

On the basis of the 2,080 hours for which a position is budgeted, please list in the appropriate cell the number of hours that staff, on average, are expected to devote to each category.

Budget Section C – Services & Supplies

Column 1 (Expense Category)

Descriptive titles for the most frequently encountered line items are printed on the form. There are additional blank lines to list expense categories not included on the form.

Column 2 (County Funds)

List the amount of Alcohol and Other Drugs Services funds apportioned for each expenditure.

Column 3 (Other Revenue)

List the amount of revenue from non-county sources [Client Fees, Donations, Food Stamps, etc.] apportioned for each expenditure.

Column 4 (Total)

List the total of Columns 3 and 4.

Please total each column in the bottom row.

Budget Section D - Total Contract Budget

This section summarizes the Salaries & Benefits Category Subtotals (Rows 1 & 2) and overall Salaries & Benefits Total (Row 3). Please list the Operating Expense Total in Row 4. In Row 5 list the total of direct charges (the total of Rows 3 and 4). In Row 6, enter the amount of any indirect costs charged to the contract. Finally in Row 7 enter the overall budget total (the sum of Rows 5 and 6).

Budget Section E - Revenue Sources

Please list the source and amount of revenue comprising the funds displayed in the **Other Revenue** column. In the Revenue Source column, commonly used revenue categories are listed. Additional space is provided to list other types of funding. For the **Grants, Other County Dept.** and **Other** categories, please indicate the specific source of funding in the space provided.

Treatment programs must collect and budget revenue from client fees as required under the Health and Safety Code. However fees are not to be charged for Medi-Cal or prevention services.

Budget Section F - Staffing

List all agency staff, volunteers or other personnel performing services under this contract. In the first column, state the title of the position held by each individual staff person and their name. If the position is currently vacant, please type the word VACANT in place of the name. In the FTE column, indicate the proportion of a 40-hour work week devoted to contracted services (i.e., the number of hours worked per week divided by 40 - for example, 20 hours per week = .5 FTE; 8 hours per week = .2 FTE). In the next two columns, please indicate the gender and ethnicity of each staff person listed in the first column. If the position is vacant, please type the word VACANT in the appropriate cells. In the **Qualifications** column, briefly list the licensure, educational, or experiential prerequisites for each position. This column requests information relative to the **position**, and not the person currently filling it. In the rightmost column, **Tenure**, please list the number of months the person has been employed in that position at your agency.

Attach an organization chart showing lines of supervision.

If appropriate, attach agency policies for the use of volunteers in the program. These policies at a minimum should address qualifications, recruitment, selection, code of ethics, training, scheduling and supervision.

Budget Section G – Contract Deliverables

This section lists the quantitative description of the services to be provided. The instructions explain the form by section with specific instructions according to service category as follows.

RESIDENTIAL SERVICES

Form Header

PROVIDER – Please list the name of your organization

PROGRAM STATIC CAPACITY (Beds) - Please indicate the maximum number of clients that could be receiving services at your facility at any given time. This will be determined by the number of beds in the facility.

TOTAL UNDUPLICATED NEW PARTICIPANTS - This is an estimate of the number of persons receiving services in your program for the first time in the proposal year.

TOTAL LICENSED CAPACITY FOR THIS FACILITY – For residential programs, please list the proposed total licensed capacity for the facility in which services are provided. Separate lines are provided for treatment and detoxification programs.

Service Matrix

FTEs

The figures to be entered in this column are total Direct Service Staff FTEs allocated to each Type of Service. The total of this column must equal the FTE column total in Section B.

DIRECT SERVICE STAFF HOURS

This figure is the amount of staff hours spent directly interacting with program participants within each type of service provided. This figure **does not** include the time spent in writing case notes, in case conference, clinical supervision or other support activities. We recognize that not every hour of staff availability is spent in

direct service provision to clients and that other necessary activities occupy a portion of staff time. Nonetheless, for contract purposes, we want to focus on the time spent with clients.

NUMBER OF BED DAYS

A bed day is defined as a 24 hour period of client participation in residential services. This is the service unit for residential programs.

PROGRAM START UP

For program start up, if necessary, please enter the key start up activities, the FTEs allocated to each, the total staff hours provided and the cost per staff hour. Please insert additional rows as needed.

+ + +

ADDITIONAL INSTRUCTIONS

- If, relative to the total contract budget, Administrative and Support Staff costs are **above 15%**, please attach a justification for these expenses.
- **If Indirect Costs are charged to the contract**, please attach a copy of your agency's cost allocation plan and a clear description of how charges specific to this contract were calculated. Indirect costs must be apportioned by a methodology that conforms to the standards set by OMB Circular A-122.
- **Please round all costs to the nearest dollar.** The county may revise your budget or service unit numbers slightly to correct for rounding errors that occur in creating the contract fee schedule. Any adjustments made to budget figures or service levels will not exceed in the aggregate the cost of one unit of service.
- **If you re-create these forms on your own spreadsheets, please do not change the line item numbering on the Services & Supplies section of the budget. The use of modified or non-standard forms will delay contract processing.**

Budget & Workplan Checklist

Section/Requirement	OK	Follow-Up Action Required
Contractor Identification		
Service Area & Target Group		
Location & Hours		
Budget – Admin Staff		
Budget – Direct Svce Staff		
Budget – Operating Expense		
Additional Revenue		
Contract Staffing (Qual.)		
Treatment Units		
Staff Benefits Description		
Org Chart		
Volunteer & Personnel policies		
Indirect Cost Allocation Plan		