

AMENDMENT I TO AGREEMENT

THIS AMENDMENT is made and entered into this 29th day of January, 2019, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and each Contractor listed in Exhibit A, "Non-DMC Residential Treatment Services Vendor List" attached hereto and by this reference incorporated herein, collectively hereinafter referred to as "CONTRACTORS", and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by COUNTY. Reference in this Agreement to "party" or "parties" shall be understood to refer to COUNTY and each CONTRACTOR, unless otherwise specified.

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 18-692 effective January 1st, 2019, hereafter referred to as the Agreement; and

WHEREAS the parties desire to amend the Agreement, regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the following text in the Agreement, Page One (1), beginning with Paragraph One (1), Line Twenty-Two (22) and ending on Page Three (3), Line Sixteen (16) with the word "trainings" be deleted and the following inserted in its place:

"1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities for the provision of adult perinatal and non-perinatal residential SUD treatment services, as identified in this Agreement, including all Exhibits, COUNTY's Request for Statement of Qualifications (RFSQ) #18-064 dated July 3, 2018; Addendum No. One (1) dated July 26, 2018; and Addendum No. Two (2) dated August 10, 2018, hereinafter collectively referred to as COUNTY Revised RFSQ #18-064, and CONTRACTOR's response to said RFSQ #18-064, dated August 15, 2018, all incorporated herein by reference and made part of this Agreement.

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2 B. In the event of any inconsistency among these documents, the
3 inconsistency shall be resolved by giving precedence in the following order of priority: 1) to
4 this Agreement, including any Exhibits and amendments attached hereto but excluding RFSQ
5 #18-064 and the Response to the Revised RFSQ; 2) to the Revised RFSQ #18-064, and; 3) to
6 the Response to the Revised RFSQ. A copy of COUNTY's Revised RFSQ #18-064, and
7 CONTRACTOR's response shall be retained and made available during the term of this
8 Agreement by COUNTY's Purchasing Division.

9 C. COUNTY shall waive DMC Certification requirements for Residential
10 treatment CONTRACTORS for a period of no longer than twelve (12) months for
11 CONTRACTOR to pursue DMC certification. CONTRACTOR shall be required to submit proof
12 of application for DMC certification. Residential CONTRACTORS that are not certified can
13 serve only the non-DMC population under this Agreement.

14 D. COUNTY shall waive DMC Certification requirements for Withdrawal
15 Management CONTRACTORS for a period of no longer than twelve (12) months for
16 CONTRACTOR to pursue DMC Certification. CONTRACTOR shall be required to submit proof
17 of application for DMC certification. Withdrawal Management CONTRACTORS that are not
18 DMC certified can serve both DMC and non-DMC populations under this Agreement until DMC
19 certification is obtained.

20 E. CONTRACTOR shall provide services as described in Exhibit B, Modality
21 of Service Descriptions, attached hereto and incorporated by this reference.

22 F. CONTRACTOR shall comply with requirements stated within the
23 Intergovernmental Agreement as listed in Exhibit C, SAPT Specific Requirements, attached
24 hereto and by this reference incorporated herein; and with all other provisions set forth in the
25 Intergovernmental Agreement, made available by the Department of Behavioral Health (DBH),
26 Contracts Division - Substance Use Disorder (SUD) Services at the following web address and
27 by this reference incorporated herein: [https://www.co.fresno.ca.us/departments/behavioral-](https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page)
28 [health/substance-use-disorder-services/provider-page](https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page). CONTRACTOR is referred to therein

as "Subcontractor" and COUNTY is referred to therein as "Contractor."

G. CONTRACTOR shall comply with the Fresno County Substance Use Disorder (FCSUD) Provider Manual, herein after referred to as the "Provider Manual" and by this reference incorporated herein, available at the DBH website at <https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services/provider-page>. No formal amendment of this agreement is required for changes to the Provider Manual to apply.

H. CONTRACTOR shall align program, services, and practices with the vision and mission within Exhibit D, DBH Guiding Principles of Care Delivery, attached hereto and by this reference incorporated herein. Contractor may be required to utilize and integrate clinical tools such as Reaching Recovery at DBH's discretion.

I. CONTRACTORS serving beneficiaries referred by Drug Court or Probation shall carry out the following:

1) Comply with reporting requirements of Court or Probation relating to beneficiary status change and treatment progress if an appropriate Release of Information (ROI) is in place; and

2) Conduct beneficiary intake within timeframes specified below from referral or initial contact:

a) Within one (1) business day for urgent conditions; and

b) Within ten (10) business days for all residential settings, including withdrawal management.

J. CONTRACTOR shall maintain, at CONTRACTOR's cost, a computer system compatible with COUNTY's current billing and electronic health record (EHR) system for the provision of submitting information required under the terms and conditions of this Agreement. CONTRACTOR shall complete billing and EHR data entry as follows: initial contact, when applicable; appointments; admissions; ASAM level of care; discharge; and referrals.

K. CONTRACTOR's staff will be required to attend meetings and trainings on an

1 as-needed basis, which may include but are not limited to, SUD treatment and fiscal trainings
2 provided by the State of California. Refer to the Provider Manual for a listing of required trainings.”

3 2. That Exhibit A “Non-DMC Residential Treatment Services Vendor List” be deleted
4 and replaced with Revised Exhibit A “Non-DMC Residential Treatment Services Vendor List”.

5 3. That Exhibit E “Fresno County Drug Medi-Cal Rates for Fiscal Year 2018-19” be
6 deleted and replaced with Revised Exhibit E “Fresno County Drug Medi-Cal Rates for Fiscal
7 Year 2018-19”.

8 4. COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend
9 Agreement No. 18-692 and Amendment I together with the Agreement shall be considered the
10 Agreement.

11 5. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
12 covenants, conditions, and promises contained in the Agreement and not amended herein
13 shall remain in full force and effect. This Amendment I shall be effective January 1, 2019.
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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

COUNTY OF FRESNO

SEE EXHIBIT A



Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 56302081
Account No.: 7295/0
Fund/Subclass: 0001/10000
Requisition No.: 5631810050

1 Provider: **COMPREHENSIVE ADDICTION PROGRAM, INC.**

2
3 By John Giarmarco

4
5 Print Name: John Giarmarco

6
7 Title: President
8 Chairman of the Board, President, or Vice President

9 Date: 12/27/18

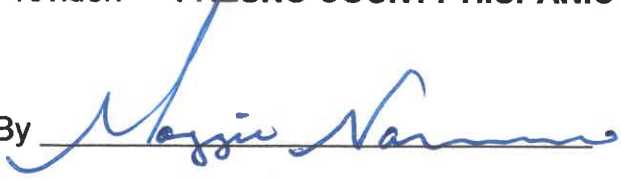
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11
12 By Jeff Ward

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14 Print Name: Jeff Ward

15
16 Title: Chief Financial Officer
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: 12/29/18

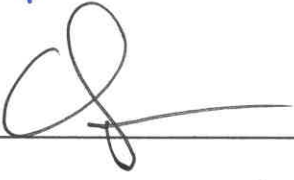
1 Provider: **FRESNO COUNTY HISPANIC COMMISSION, INC.**

2
3 By 

4
5 Print Name: MAGGIE NAVARRO

6
7 Title: CHAIRPERSON OF THE BOARD.
8 Chairman of the Board, President, or Vice President

9 Date: 1/8/19

10
11
12 By 

13
14 Print Name: Domingo Zapata

15
16 Title:  Executive Director
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: 1/8/19

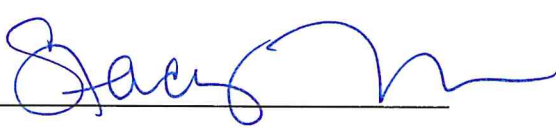
1 Provider: MENTAL HEALTH SYSTEMS, INC.

2
3 By 

4
5 Print Name: James C. Callaghan, Jr.

6
7 Title: President & CEO
8 Chairman of the Board, President, or Vice President

9 Date: 1-4-2019

10
11
12 By 

13
14 Print Name: Stacy Maxa

15
16 Title: Chief Financial Officer
17 Secretary (of Corporation), Assistant Secretary,
18 Chief Financial Officer, or Assistant Treasurer

19 Date: 1/4/2019

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1 Provider: **WESTCARE CALIFORNIA, INC.**

2
3 By Shawn A. Jenkins

4
5 Print Name: Shawn A. Jenkins

6
7 Title: Sr VP
Chairman of the Board, President, or Vice President

8
9 Date: 12/27/2018

10
11 Attest to authority to execute
pursuant to WCCA 2018-03

12 By Jim Hanna WCCA/GC

13
14 Print Name: JIM HANNA

15
16 Title: Corporate Secretary / General Counsel
Secretary (of Corporation), Assistant Secretary,
17 Chief Financial Officer, or Assistant Treasurer

18
19 Date: 12/27/2018

Non-DMC Residential Services Vendor List						
VENDOR	PHONE NUMBER	TYPE OF BUSINESS	Contract Max Jan 1, 2019 to June 30, 2019	Contract Max FY 2019-20	Contract Max FY 2020-21	Contract Max FY 2021-22
Comprehensive Addiction Program, Inc. Remit to: 2445 W. Whitesbridge Road Fresno, Ca 93706	(559)264-5096	501(c)3 Non-profit Corporation	\$ 401,242	\$ 802,485	\$ 802,485	\$ 802,485
Fresno County Hispanic Commission Remit to: 1414 W Kearney Blvd Fresno, Ca 93706	(559) 268-6480	501(c)3 Non-profit Corporation	\$ 27,500	\$ 55,001	\$ 55,001	\$ 55,001
Mental Health Systems, Inc. Remit to: 9465 Farnham St. San Diego, CA 92123	(858) 573-2600	501(c)3 Non-profit Corporation	\$ 91,273	\$ 182,547	\$ 182,547	\$ 182,547
Spirit of Woman of California, Inc. Remit to: 327 W. Belmont Ave. Fresno, Ca 93728	(559) 233-4353	501(c)3 Non-profit Corporation	\$ 85,304	\$ 170,608	\$ 170,608	\$ 170,608
WestCare California, Inc. Remit to: 1900 N. Gateway Blvd, 100 Fresno, CA 93727	(559) 251-4800	501(c)3 Non-profit Corporation	\$ 917,072	\$ 1,834,143	\$ 1,834,143	\$ 1,834,143

** A list of current provider sites can be found at:

<https://www.co.fresno.ca.us/departments/behavioral-health/substance-use-disorder-services>

**Fresno County, Department of Behavioral Health
Non-Drug Medi-Cal Adult Residential Treatment Services
Description of Service Modalities**

Residential/Withdrawal Management services available in Fresno County will be provided parallel to the Drug Medi-Cal Organized Delivery System (DMC-ODS) to beneficiaries who are not DMC eligible. Non-DMC eligible beneficiaries will have access to the same services as DMC beneficiaries with costs reimbursed through other sources. These services, available to all perinatal and non-perinatal adults, include residential treatment and residential withdrawal management. Case management, additional medication assisted treatment and physician consultation are also available to non-DMC eligible beneficiaries as a component of residential treatment modalities.

Covered services under the Drug Medi-Cal Organized Delivery System (DMC-ODS) shall be furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under fee-for-service Medicaid, as set forth in 42 CFR 440.230. Contractors shall ensure that the services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which the services are furnished. Contractors may not arbitrarily deny or reduce the amount duration, or scope of a required service solely because of diagnosis, type of illness, or condition of the beneficiary (IA III.C, Covered Services).

Contractors are required to ensure services are provided timely. Timeliness is defined as no more than 48 hours from initial contact for non-emergency residential services and no more than 24 hours from initial contact for urgent services.

Placement in an appropriate level of care must be determined through an assessment based on the American Society of Addiction Medicine (ASAM) criteria and prescribed by the contractor's medical director.

**PERINATAL/NON-PERINATAL RESIDENTIAL SUBSTANCE USE DISORDER
TREATMENT SERVICES (EXCLUDING ROOM AND BOARD) (ASAM LEVELS 3.1,
3.3 and 3.5)**

Residential services are provided in California Department of Health Care Services (DHCS) (Department of Social Services for adolescents) licensed residential facilities that also have DMC certification and an ASAM designation by DHCS as capable of delivering care consistent with ASAM treatment criteria. The treatment portion of residential services is reimbursable through Drug Medi-Cal.

There is no bed capacity limit for residential services.

Adults (21 and over): may receive up to two (2) non-continuous short-term residential regimens per 365-day period. A short-term residential regimen is defined as one (1) residential stay in a DHCS licensed facility for a maximum of ninety (90) days.

An adult beneficiary may receive one thirty (30) day extension per 365-day period, if that extension is determined to be medically necessary.

Adolescents (under the age of 21): may receive up to two (2) non-continuous residential regimens per 365-day period for a maximum of thirty (30) days. Adolescent beneficiaries may receive one thirty (30) day extension per 365-day period, if that extension is determined to be medically necessary. Adolescent beneficiaries receiving residential treatment shall be stabilized as soon as possible and moved down to a less intensive level of treatment. Nothing in the DMC-ODS or in this paragraph overrides any EPSDT requirements.

Perinatal beneficiaries: If determined to be medically necessary, perinatal beneficiaries may receive a longer length of stay than those described above. Perinatal beneficiaries may receive lengths of stay up to the length of the pregnancy and postpartum period (60 days after the pregnancy ends).

Residential contractor(s) must seek prior authorization for residential services following the established Substance Use Treatment and Authorization Request (STAR) timeframes, found in the Provider Manual.

RESIDENTIAL WITHDRAWAL MANAGEMENT (WM 3.2)

The treatment portion of withdrawal management service is reimbursable through Drug Medical.

Withdrawal management (WM) services are prescribed based on an individual assessment using the ASAM criteria. Contractor(s) shall ensure beneficiaries receiving residential WM services are monitored during the detoxification process.

The components of withdrawal management services are:

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

Contractor(s) shall provide medically necessary habilitative and rehabilitative services in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber.

ASAM 3.7-WM and 4-WM services are part of the DMC-ODS continuum of care but are offered through with the Medi-Cal fee-for-service Managed Care Plans, Anthem Blue Cross and CalViva Health. If a beneficiary is determined to be in need of this level of care, the provider should coordinate the transition to a provider under one of the above-mentioned Managed Care Plans for treatment.

ADDITIONAL MEDICATION ASSISTED TREATMENT (MAT)

Additional MAT involves the ordering, prescribing, administering, and monitoring of 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.

The program providing MAT is responsible for the prescribing, ordering, and monitoring of medications to beneficiaries receiving SUD treatment. Allowable medications include: buprenorphine; naltrexone; disulfiram; acamprosate; and naloxone.

CASE MANAGEMENT SERVICE

Case management services are defined as a service that assists a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services.

Case management services shall focus on coordination of SUD care, integration around primary care especially for beneficiaries with a chronic SUD, and interaction with the criminal justice system, if needed.

Case management services will be provided by contractors once the beneficiary is enrolled in an SUD program. Case management services will be monitored by County during the annual site review.

Case management services may be provided by a Licensed Practitioner of the Healing Arts or certified counselor.

Contractors shall use case management services to coordinate with physical and/or mental health systems of care.

Case management services may be provided in person, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

Case management shall be consistent with and shall not violate confidentiality of alcohol or drug beneficiaries as set forth in 42 CFR Part 2, and California law.

PHYSICIAN CONSULTATION

Physician Consultation services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist DMC physicians by allowing them to seek expert advice with regards to designing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.

County will provide DMC certified contractors with access to one or more American Board of Addiction Medicine-certified physicians or pharmacists in order to facilitate consultations.

Access to physician consultation will only be available to DMC contracted treatment providers.

Revised Exhibit E

Fresno County DMC-ODS Approved Rates by Provider	OPT	IOT	Case Management	Recovery Services	Physician Consultation	Withdrawal Management	WM Room/Board	Residential 3.1	3.1 Room/Board	Residential 3.5	Residential 3.5 Room/Board	MAT
APPROVED MAXIMUM UOS RATE	36.79	22.71	35.00	33.30	153.60	129.36	-	180.44	-	178.62	-	153.60
COUNTY APPROVED PROVIDER RATES:												
Central California Recovery	31.69	22.18	27.42	31.96								
Fresno New Connections	28.14	22.18	21.50	23.99								
Kings View	29.45		27.03	30.02								
Mental Health Systems	36.79	22.18	33.67	32.74				157.11	68.51	157.11	68.51	
Panacea	30.24	22.18	27.28	16.83								
Promesa	33.68		28.73	23.86								
Spirit of Woman	30.24	22.18	26.08	18.58			65.07	111.42	65.07			
Turning Point	31.15		29.73	16.42				111.05	72.35	111.05	78.61	
Prodigy	30.65		30.23	30.67								
Comprehensive Addiction Program			30.80	33.17		84.33	32.07	136.55	32.07			
Fresno County Hispanic Commission			28.13				44.48	63.34	44.48			
Transitions Children's Services	36.23		26.38									
WestCare	32.13	22.18	35.00	32.13	153.60	100.00	37.74	180.44				153.60
WestCare - Perinatal									37.74	178.62	37.03	
WestCare - Mens									35.35	133.51	35.15	
WestCare - Womens									36.81	150.92	36.81	

Department of Health Care Services
Substance Use Disorders - Program, Prevention and Fiscal
Division Drug Medi-Cal (DMC) Rates for Fiscal Year 2018-19

Non-Perinatal DMC

Description	Unit of Service (UOS)	FY 2018-19 UOS Rate**
Narcotic Treatment Program (NTP) - Methadone	Daily	\$13.54
NTP - Individual Counseling	One 10-minute Increment	\$15.88
NTP - Group Counseling	One 10-minute Increment	\$3.43
Intensive Outpatient Treatment	Face-to-Face Visit	\$58.53
Naltrexone (*)	Face-to-Face Visit	\$19.06
Residential - for EPSDT Beneficiaries	Daily	\$90.14
Outpatient Drug Free (ODF) Individual Counseling	Face-to-Face Visit (Per Person)	\$79.44
ODF Group Counseling	Face-to-Face Visit (Per Person)	\$30.89

Perinatal DMC

Description	Unit of Service (UOS)	FY 2018-19 UOS Rate**
NTP - Methadone	Daily	\$14.58
NTP - Individual Counseling	One 10-minute Increment	\$16.39
NTP - Group Counseling	One 10-minute Increment	\$4.28
Intensive Outpatient Treatment	Face-to-Face Visit	\$87.21
Perinatal Residential	Daily	\$90.14
ODF Individual Counseling	Face-to-Face Visit (Per Person)	\$81.93
ODF Group Counseling	Face-to-Face Visit (Per Person)	\$38.56

* From FY 2002-03 through FY 2008-09, Naltrexone was frozen at the \$21.19 (FY 1999-2000) approved rate. Counties and service providers have not provided, submitted claims, nor reported cost for this service since FY 1997-98. For FY 2009-10, the \$21.19 frozen rate was reduced by 10 percent to \$19.07. Excluding county administration from the cost data used to produce the \$21.19 frozen approved rate decreased it to \$19.06. Drug Medi-Cal used \$19.06 as the FY 2018-19 developed rate.

** FY 2009-2010 rates were adjusted by a 19.4 percent cumulative growth in the Implicit Price Deflator (IDP), in accordance with Welfare & Institutions Code Section 14021.9(b). The change from year to year are as follows: 0% for FY 2009-10, 3.2% for FY 2010-11, 2.5% for FY 2011-12, 1.9% for FY 2012-13, 2.1% for FY 2013-14, 1.2% for FY 2014-15, 0.4% for FY 2015-16, 1.9% for FY 2016-17, 2.4% for FY 2017-18 and 2.3% for FY 2018-19.

Department of Health Care Services

Substance Use Disorders - Program, Policy and Fiscal Division

Drug Medi-Cal Rates for Fiscal Year 2018-19

Additional Medication Assisted Treatments Available in Waiver Opt-In Counties, Narcotic Treatment Programs

Description	Unit of Service (UOS)	FY 2018-19 UOS Rate Regular DMC	FY 2018-19 UOS Rate Perinatal DMC
Narcotic Treatment Program (NTP) Buprenorphine - Mono ¹	Daily	\$16.91	\$20.15
NTP - Buprenorphine-Naloxone Combination Product ²	Daily	\$20.10	\$23.34
NTP – Disulfiram ³	Daily	\$7.36	\$7.59
NTP - Naloxone: 2-pack Nasal Spray ⁴	Dispensed according to need	\$144.60	\$144.60

¹ Buprenorphine-Mono: Average daily dose of 16 milligrams, sublingual tablets

² Buprenorphine-Naloxone Combination

³ Disulfiram: Average daily dose between 250 and 500 milligrams

⁴ Naloxone: One dose equal to 4 milligrams per 0.1 milliliter