

Drug Medi-Cal Organized Delivery System
Implementation Plan
For
County of San Luis Obispo
Health Agency
Behavioral Health Department

Attachments Only



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Attachment A. Recovery Residences

Behavioral Health Referral Form Template

Name: MH CLIENT, FICTIONAL 01	Case#: 400001	Page: 1 of 6
Type: BH Referral Form		Date: 05/24/2016
Printed on 05/24/2016 at 03:31 PM		(Draft)

**San Luis Obispo County Behavioral Health Department
Behavioral Health Referral Form**

Referral Date: _____

Program Initiating Referral: _____

Program Receiving Referral: _____

Contact Person at Receiving Program: _____

Contact Person's Phone: _____

Referral discussed with the contact person? Yes No

Assignment made to contact person/receiving program subunit? Yes No

Reason for Referral:

Comments/Special Considerations (Describe any additional factors the receiving program should consider, such as current potential for violence or self injury):

Signature of Staff Making Referral:

Name: _____ Date: _____ Time: _____ Pending

Program Supervisor Approving Referral:

Name: _____ Date: _____ Time: _____ Pending

Staff Processing Referral:

Name: _____ Date: _____ Time: _____ Pending

Receiving Program Comments:

Is the referral appropriate? Yes No

Is the referral accepted? Yes No

Name: MH CLIENT, FICTIONAL 01	Case#: 400001	Page: 2 of 6
Type: BH Referral Form		Date: 05/24/2016
Printed on 05/24/2016 at 03:31 PM		(Draft)

Comments by receiving program:

Signature of Staff Accepting the Referral:

Name: _____ Date: _____ Time: _____ Pending

Form BHCBORF; Version 1.01; 4/10/2013

Name: MH CLIENT, FICTIONAL 01	Case#: 400001	Page: 3 of 6
Type: BH Referral Form		Date: 05/24/2016
Printed on 05/24/2016 at 03:31 PM		(Draft)

San Luis Obispo County Behavioral Health Department

Full Service Partnership Referral

Youth FSP Yes No

- SED/SMI or 1st psychotic break or parent w/ SMI/drug abuse
- High user of MH or medical services due to MH symptoms
- Current/past multiple foster placements or aged/aging out
- At risk of/removed from home or moving to lower level care
- Homeless or at risk of homelessness
- Current/past justice system or law enforcement involvement
- New to MH; not served in past
- Co-occurring substance use/abuse issues
- Serious academic problems/failing grades/ERMHS eligible
- Exposed to violence; friends or family killed; family hx SMI
- Underserved/unserved, including uninsured/indigent
- Member of a minority or disadvantaged group

TAY FSP Yes No

- SED/SMI or 1st psychotic break or parent w/ SMI/drug abuse
- High user of MH or medical services due to MH symptoms
- Current/past multiple foster placements or aged/aging out
- D/C from RCL 10+/CTF/IMD/State Hospital, or Probation Camp
- Homeless or at risk of homelessness
- Current/past justice system or law enforcement involvement
- New to MH; not served in past
- Co-occurring substance use/abuse issues
- Serious academic problems/failing grades/ERMHS eligible
- Aging out of ERMHS/Youth MH/CWS/juvenile justice system
- Exposed to violence; friends or family killed; family hx SMI
- Underserved/unserved, including uninsured/indigent
- Member of a minority or disadvantaged group

Adult FSP Yes No

- SMI, needs intensive SMHS due to hx/current functioning
- High user of MH or medical services due to MH symptoms
- Discharged from IMD within past 12 months
- Homeless or at risk of homelessness
- Current/past justice system or law enforcement involvement
- New to MH; not served in past
- Co-occurring substance use/abuse issues
- Serious vocational problems; at risk of/recently fired
- Underserved/unserved, including uninsured/indigent
- Member of a minority or disadvantaged group

Name: MH CLIENT, FICTIONAL 01	Case#: 400001	Page: 6 of 6
Type: BH Referral Form		Date: 05/24/2016
Printed on 05/24/2016 at 03:31 PM		(Draft)

San Luis Obispo County Behavioral Health Department

- Transitions Mental Health Association Referral** Yes No
- Is the client currently homeless? Yes No
- Is client at risk of homelessness? Yes No
- Does the client meet MHSA target population criteria? Yes No

- Service Requested (specify):
- Housing Case Management Supported Employment
 - Growing Grounds Farm

- Wellness Center (specify):
- Life House (North County) Hope House (SLO) Safe Haven (South County)
 - Other Specify

Other Referral: Yes No

Specify program:

Sample Recovery Residence Contract FY16-17

(Note) This is approved by County Counsel, but still pending some edits

**CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES**

THIS CONTRACT, entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and XXXXXX, a California corporation, also known as XXXXXX, (hereafter "Contractor"):

WITNESSETH

WHEREAS, XXXXXXXX;

WHEREAS, XXXXXXXX;

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services; and

WHEREAS, Pursuant to Government Code, section 31000, the County may contract for special services on behalf of public entities including County Behavioral Health.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. **Scope of Services.** County hereby engages Contractor to perform, and Contractor hereby agrees to perform for County the services set forth on Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
2. **Compensation.** Contractor shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. **Effective Date and Duration.** The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
4. **General Conditions.** Contractor and County shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.
5. **Special Conditions.** Contractor and County shall comply with the special conditions attached hereto as Exhibit E and incorporated herein by reference. In the event of conflicts between the provisions of the General Provisions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
6. **Business Associate Agreement.** Contractor and County shall comply with the County's Business Associate Agreement in accordance with Exhibit F, a copy of which is attached hereto and incorporated herein by reference.
7. **Qualified Service Organization Agreement.** Contractor and County shall comply with all provisions of County's Qualified Service Organization Agreement attached hereto as Exhibit G and incorporated herein by reference.

IN WITNESS WHEREOF County and Contractor have executed this Contract on the day and year set forth below.

CONTRACTOR
XXXXXXXXXX
XXXXXXXXXX

CONTRACTOR
XXXXXXXXXX
XXXXXXXXXX

By: _____
Name, Title

By: _____
Name, Title

Tax ID# Held in Confidential File

Approved as to form and legal effect:

RITA L. NEAL
COUNTY COUNSEL

By: _____
Deputy County Counsel

Date: _____

COUNTY OF SAN LUIS OBISPO,
A Public Entity in the State of California

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

EXHIBIT A
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SCOPE OF SERVICES

1. **Recovery Residence and Sober Living Environment:** Services rendered pursuant to this agreement shall be provided at the following location (s):

XXXXXX

XXXXXX

a. **Service Specifications:**

- 1) Contractor will provide Recovery Residence Beds (RRBs) and Sober Living Environment and a sober living environment (SLE) services to individuals with substance use disorders (SUD) and have been referred by San Luis Obispo County Behavioral Health Department to the Contractor.
 - i. Individuals referred have been identified by the Court, Probation, and Behavioral Health as having a SUD as established by a standardized instrument such as: ASAM's American Society of Addiction Medicine Screening and Assessment Tool for proper Level of Care
 - ii. Individuals referred have been determined to require and benefit from a structured Recovery Residence in conjunction with other SUD treatment services and/or case management services.
- 2) Contractor shall maintain Recovery Residence and Sober Living Environment housing in accordance with the California Consortium of Addiction Programs and Professionals (CCAPP) standards for registered sober living environments.
- 3) Contractor acknowledges that it must obtain and maintain proper registration with the California Consortium of Addiction Programs and Professionals ("CCAPP") throughout the duration of this Contract. CCAPP registration can be obtained through <https://www.ccapp.us/about/soberliving/>.
- 4) Contractor shall renew CCAPP registration annually, and a copy of the registration provided to the County.
- 5) County will coordinate referrals and placement of clients in the Recovery Residence.
 - i. The County will maintain the sole use of the RRBs purchased.
 - ii. The County will determine discharge dates for each resident with the exception of harm or threats of harm to other residents, drug violations, or theft

- (1) Contractor shall provide notification to County regarding any unscheduled client discharges immediately or on the next business day following the discharge. Contractor shall also provide such immediate communication to Probation and Department of Social Services when appropriate for the client.
 - (2) Contractor shall communicate immediately with Probation and the County regarding possible Probation violations and to inform Probation and the County as soon as possible if a resident under Probation supervision is to leave the Recovery Residence.
- 6) Recovery Residence and Sober Living Environment Facility Standards
 - i. Facility size is to be sufficient to accommodate at least three (3) adult individuals per location.
 - ii. Facility Living quarters and recovery areas shall be attractive, clean, safe and functional. Appropriate utility services must be provided.
 - iii. All pertinent licensing and safety requirements must be met, including, without limitation, local fire code, conditional use permits, and zoning requirements
 - iv. There shall be adequate indoor and outdoor space for residents and program needs.
 - v. The facility shall meet American with Disabilities Act (ADA) criteria.
 - vi. The facility must be a clean and sober home for adult individuals. Use of any alcohol or drugs should be strictly prohibited.
 - vii. The facility must also adhere to the Drug-Free Workplace Act of 1990 for all staff, paid or unpaid.
 - viii. Facility should be close to Behavioral Health Services and if not, transportation or public transportation needs to be provided to residents without the means.
- 7) Required Service Elements:
 - i. Contractor shall maintain a house completely free of alcohol or drug use. When Contractor or any of its employees, volunteers, or agents suspect a patient referred by County has used alcohol or illegal drugs, Contractor shall ensure that individual(s) suspected is/are promptly to be drug tested on site or referred to County for immediate testing.
 - ii. Contractor will establish a curfew. Visitors will not be allowed after curfew without prior permission from the house manager.
 - iii. Contractor will provide an on-site house manager, who can account for residents, performs drug and alcohol testing as deemed appropriate, and is responsible for the general living standards and cleanliness of the home. If a resident tests positive for a drug or alcohol while residing at the facility, Contractor shall ensure that its personnel communicate this to the appropriate County staff immediately or on the first business day following the positive test.
 - iv. Contractor shall maintain resident records and individual sign-in/out logs for each resident. At no cost to County, Contractor shall make such records available for inspection upon request.
 - v. Contractor shall provide on-site cooking facilities or meals, lodging, bathing, laundry, area for exercise, recreation, and visiting capacity

- vi. Contractor shall provide culturally competent recovery maintenance services including afternoon and overnight on-site supervision, seven days per week using paid or volunteer staffing.
- vii. Contractor shall engage in collaboration with other treatment providers, including detoxification and medication services.
- viii. Contractor shall collaborate with Probation officers, including in-home visitations, searches in conjunction with the client's terms and conditions, administration of any GPS monitoring devices, and conducting of drug and alcohol testing of residents.
- ix. Drug testing devices and drug testing services will be included in the bed day cost.
- x. Contractor shall engage in case planning meetings and communication with the County Treatment Team on a weekly basis.
- xi. Contractor shall promptly provide any requested status updates regarding client progress in home.
- xii. Contractor shall provide recovery based activities such as but not limited to: recovery meetings, in-home life skills training, educational classes, socialization activities, support for employment, etc.
 - (1) Contractor shall ensure that residents participate in a minimum of 3 weekly recovery groups either held at the home, or attend, as a group at a local meeting place.
- xiii. Contractor shall provide exit and discharge planning in collaboration with County and Probation Department with linkage to acuity step down services.
- xiv. Contractor shall authorize, comply with, and be available for site visits by County at least one time per year unless otherwise requested. Site visit time and location shall be at the discretion of the County.

b. Staffing

- 1) Contractor shall ensure staffing levels sufficient to provide afternoon and overnight on-site supervision, seven days per week.
- 2) Staffing is defined as paid or volunteer employment, student interns, temporary help, and subcontracted staff.
 - i. Contractor staff including volunteers who provide on-site supervision, must not currently have a Child Welfare Services open case or be a current client of San Luis Obispo County Behavioral Health Department.
 - (1) If contractor wishes for an exception to be made, contractor may apply to the San Luis Obispo County Behavioral Health Department, which may authorize an exception after a review of the individual's history and performance in services. All applications must be approved by the Behavioral Health Administrator prior to the individual's employment as a house manager.
 - ii. House managers shall not be on probation (including Post Release Case Services, Parole, or Mandatory Supervision)

- (1) If contractor wishes for an exception to be made, contractor may apply to the Probation Department, which may authorize an exception after a review of the individual's criminal history and performance on probation or parole in the Probation Departments sole discretion. All applications must be approved, in writing by the Probation Department prior to the individual's employment as a house manager.
 - 3) Contractor shall provide full house manager names and contact information upon request and immediately upon any personnel changes.
- c. Transportation
 - 1) Contractor shall provide transportation services and/or provide proximal, easy access to public transportation, specifically to client's outpatient treatment providers and appointments with law enforcement. Services may be required up to five days per week.

EXHIBIT B
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COMPENSATION

1. Compensation.

Prior to commencement of services, Contractor shall provide a valid, current taxpayer ID number to the San Luis Obispo County Auditor/Controller at: 1055 Monterey Street Room D220, San Luis Obispo, CA. 93408. County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:

- a. County's Maximum Cost of the Contract for Services.
 - 1) County will pay the Contractor for actual services used by the County. Bed holds in advance of stay or admission are not compensable to Contractor under this Contract. In no event shall the County's obligation under this Contract exceed the maximum fixed amount set forth below. The maximum amount of the County's obligation under this and all other Recovery Residence providers' contracts is four hundred fifty nine thousand two hundred twenty eight dollars (\$459,228~~XXXXXX~~). Contractor understands that it is one of many providers with whom County has contracts, and understands that the maximum amount set forth above is the maximum authorized for all providers, and not just for Contractor, and Contractor understands that without additional action by County, County is not authorized to pay more than the maximum amount specified in this paragraph to all providers.
 - 2) Rate Per Service: County will pay Contractor for services provided.
 - 3) Bed Day Rate for Adult Residential Services - \$XXXX Per Day.
- b. If applicable, should both parties exercise the right to renew this Contract as described in Exhibits C and D, the maximum fund amount for this Contract/these Contracts in total per renewal term is identical to the maximum fund amount in FY 2016-17 unless the Parties agree otherwise pursuant to Paragraph 30 of Exhibit D, Delegation of Authority.

2. Billing.

Contractor shall bill County for services provided under this Contract as follows: For all services in a calendar month, Contractor shall invoice County by the 30th day of the following calendar month. The invoice shall be itemized, client by client, showing each client's number of client days, the client day rate, and the offsetting revenues from that client (e.g., SSI payment). The invoice shall also contain the client's admission date and previous history of client days, previously applied offsetting revenues, and previous payments made by County. In short, it will be a running total for each client. Each client's account shall commence on a separate page of Contractor's letterhead so that no other client's information can be observed on the invoice.

3. Documentation.

If County deems applicable, as part of the monthly invoicing process, Contractor shall provide, with each monthly invoice, documentation pertaining to client services provided during

the invoiced month, as per any special requirements needed by third party payors or federal or state funding agencies. Contractor will provide documentation as per County guidelines, which can be found at

http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

4. Payments.

County shall, within thirty (30) days following receipt of a correct monthly invoice meeting all criteria in this Contract, pay the undisputed charges on the invoice. If there are any disputed charges on the invoice, County shall include the explanation of the nature of the dispute with the payment for the undisputed charges. The parties shall exchange any information needed to resolve the dispute within a reasonable time

5. Audit Risk.

In the case that Contractor provided services are billed by the County to Medi-Cal, Contractor agrees to accept risk for Medi-Cal exceptions related to deficiencies in documentation or any other areas of responsibility to County to the extent allowed by law. Contractor further agrees to be responsible for reimbursing County any revenues to be paid to the State or Federal government, including but not limited to exceptions resulting from Medi-Cal audit, or as identified through utilization review and medical review by insurance carriers or other auditors. Said reimbursements shall include all lost revenues, damages of any kind, costs and attorney fees incurred by the County, and other charges assessed against the County to the full extent allowed by law.

Furthermore, County shall provide Contractor a process for appealing or disputing Medi-Cal exceptions or deficiencies demonstrated specifically attributable to Contractor by the County. Reimbursement to the County by Contractor shall not be required until the completion of the appeal or dispute resolution process.

County may deduct any such funds from other payments to Contractor if County includes a description of the basis for the deduction with its payment.

6. Withholding Payment.

In addition to withholding payment due to disputed charges on an invoice, County shall have the right to withhold payment to Contractor under the following conditions:

- a. Contractor has not documented or has not sufficiently documented Contractor's services according to client records standards of the industry and any special requirements needed by third party payors or federal or state funding agencies.
- b. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.
- c. Contractor has failed to sufficiently itemize or document the itemized invoice.
- d. Contractor's performance, in whole or in part, has not been sufficiently documented, County has the right to withhold payment to the Contractor, when, in the opinion of the County, and expressed in writing to the Contractor.

EXHIBIT C
CONTRACT FOR BEHAVIORAL HEALTH SERVICES

DURATION AND EFFECTIVE DATE

1. Effective Date.

This Contract shall be effective as of the date this Contract is signed by the Board of Supervisors for the County of San Luis Obispo, and that signature shall be the last to sign.

2. Service Date.

- a. Services shall commence on or after July 1, 2016 and shall end upon the end of the duration date
- b. The County Board of Supervisors specifically acknowledges that in anticipation of execution of this contract, services within the scope of this contract may have been provided in reliance on assurances that this contract would be executed by the parties on the effective date. The services may have been rendered from July 1, 2016 to the date the Parties are executing this contract and which were intended in the best interest of the public health and welfare. The Board of Supervisors expressly authorizes the retroactive effective date under this contract to July 1, 2016. The Board of Supervisors also expressly authorizes payment for those services accepted by the County at the same rates and under the same terms and conditions as stated in this contract, even though this contract is being signed after July 1, 2016.
- c. If any services from July 1, 2016 until the effective date have been paid by a purchase order via the County Purchasing Agent, that amount shall be deducted from the maximum allowed expenditure under Paragraph 1.a of Exhibit B of this contract.

3. Duration Date.

This contract shall remain in effect from the effective date stated above until June 30, 2017, unless terminated sooner pursuant to Sections 6 or 7 of Exhibit D or renewed pursuant to Section 4 of this Exhibit.

4. Option to Renew for One Year

By mutual agreement of the County and Contractor, this Contract may be renewed for up to, but no more than, two (2) successive one-year renewal terms beginning immediately upon the expiration of the Contract's initial one-year term. Each such one-year renewal shall be made in writing. The Health Agency Director or his designee is hereby delegated the authority to determine whether to renew this Contract without additional approval by the Board of Supervisors, so long as the renewal is in writing, approved as to form and legality by County Counsel, and consistent with the limits described in Section 30 of Exhibit D, Delegation of Authority.

EXHIBIT D
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
GENERAL CONDITIONS

1. Independent Contractor.

Contractor shall be deemed to be an independent contractor of County. Nothing in this contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. No Eligibility for Fringe Benefits.

Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

3. Warranty of Contractor for Provision of Services.

Contractor shall obtain and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, and all other applicable laws for the type of services rendered under this Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed throughout the entire duration of this Contract under the local, state and federal laws and regulations applicable to the provision of services herein.

4. Warranty of Contractor re Compliance with all Laws.

Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all laws, rules, regulations, and administrative requirements adopted by federal, state, and local governments which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.

5. Power and Authority of Contractor.

If the Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

6. Termination for Cause.

If the County determines that there has been a material breach of this Contract by Independent Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Independent Contractor:

- a. Contractor fails to perform his duties to the satisfaction of the County; or
- b. Contractor fails to fulfill in a timely and professional manner his obligations under this Contract; or
- c. Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
- d. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
- e. Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or
- f. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage; or
- g. Contractor fails to comply with any provision of the Mental Health Compliance Plan, Cultural Competence Plan, and Code of Ethics.

All obligations to provide services shall automatically terminate on the effective date of termination.

For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.

In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Independent Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

7. Termination for Convenience.

Either party may terminate this Contract at any time by giving the other party at least 30 calendar days' written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the notice.

Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services, which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

Neither this section nor Section 6 of this Exhibit apply to a decision by either party not to exercise an option to renew this contract.

8. Power to Terminate.

Termination of this Contract may be effectuated by the Health Agency Director without the need for action, approval, or ratification by the Board of Supervisors.

9. Non-Assignment of Contract.

Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this contract without the prior written consent of County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

10. Entire Agreement and Modifications.

This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this Contract and no others.

11. Governing Law and Venue.

This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. All of the parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this contract.

12. Waiver.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

13. Severability.

The Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the

Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

14. Nondiscrimination.

Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

15. Notices.

All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Anne Robin, LMFT
Behavioral Health Services Administrator
2180 Johnson Avenue
San Luis Obispo, CA 93401-4535

And to Contractor at:

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

16. Inspection Rights.

The Contractor shall allow the County and all other federal, state, and local governmental agencies to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by Contractor and subcontractors, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County.

Contractor shall include a provision granting similar authorization in each of its contracts with any subcontractors.

17. Headings.

The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

18. Signatory Authority.

Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

19. Indemnification.

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

20. Insurance.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE.

Coverage should be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- c. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

(Not required if Contractor provides written verification it has no employees)

- d. **Sexual Misconduct Liability, if applicable:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.
- e. **Professional Liability/Errors and Omissions:** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.
- f. **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
- g. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- h. **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.
- i. **Failure to Maintain Insurance:** Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
- j. **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- k. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

1. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- m. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:
 - 1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work
 - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- n. **Separation of Insureds:** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- o. **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- p. **Certificates and copies of any required endorsements shall be sent to:**

San Luis Obispo County Behavioral Health
Fiscal Department
2180 Johnson Avenue
San Luis Obispo, CA 93401
Attention: Name and Title of Department Contract

21. Nonappropriation of Funds.

During the term of this Contract, if the State or any federal government terminates or reduces its funding to County for services that are to be provided under this Contract, then County may elect to terminate this Contract by giving written notice of termination to Contractor effectively immediately or on such other date as County specifies in the notice. In the event that the term of this Contract extends into fiscal year subsequent to that in which it was approved by the County, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are

appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

22. Force Majeure.

Neither the County nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

23. Fiscal Controls.

Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. The handbook may be modified from time to time and contractor shall comply with modifications from and after the date modified. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.

- a. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,
- b. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

24. Inspection or Audit of Records by Local, State or Federal Agency.

Unless a longer period is required by law, pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State Auditor for a period of three years after final payment under the contract.

Additionally, the Contractor shall allow the County, State Department of Health Care Services (DHCS), United States Department of Health and Human Services (HHS), the Comptroller General of the United States (Government Accountability Office, GAO), and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by Contractor, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records, books of

account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County, State DHCS, HHS, or GAO as requested.

25. Nondisclosure.

All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.

26. Conflict of Interest.

Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code Section 87100 et seq. during the term of this Contract.

27. Immigration Reform and Control Act.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

28. Third Party Beneficiaries.

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

29. Tax Information Reporting.

Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

30. Delegation of Authority.

The component of services covered in this Contract and the related compensation rates are anticipated types and rates for services. Accordingly, the Board of Supervisors delegates to the Health Agency Director or designee the authority to amend this Contract to exchange, delete, or add to the types of services and/or to increase compensation to Contractor up to the change order limits specified in the County's Contracting for Services Policy.

Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services or extension of said Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Health Agency Director or

designee and does not exceed the change order limits. This delegation of authority is expressly limited as stated herein.

The Board of Supervisors expressly delegates to the Health Agency Director or designee the authority to decide whether to exercise the option to renew this agreement for two (2) one-year periods pursuant to Exhibit C. The Health Agency Director is permitted to agree to any rate change associated with a renewal of this contract so long as that rate change from the allowed expenditure under the initial term of this Contract falls within the change order limits of the County's Contracting for Services Policy.

EXHIBIT E
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SPECIAL CONDITIONS

1. Compliance with Health Care Laws.

Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.

2. No Discrimination In Level Of Services.

As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.

3. Nondiscrimination.

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

Contractor shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder (Title 2 Section 7285 et seq.) The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, access to programs or activities, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

4. Quality Assurance.

Contractor agrees to conduct a program of quality assurance and program review that meets all requirements of the State Department of Health Care Services. Contractor agrees to cooperate fully with program monitoring or other programs that may be established by County to promote high standards of mental health care to clients at economical costs.

5. Compliance Certification.

Contractor will certify, on an annual basis that it has complied with the following elements of this of this Contract:

Exhibit D.26: Conflict of Interest

Exhibit E.6.; Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers

Exhibit E.7.; Compliance Plan

Exhibit E.8.; Cultural Competence Plan

Exhibit E.11.Disclosures - Conviction of Crimes / Ownership Interest of Greater than 5%

Contractor will sign the Contractor Certification form in conjunction with signing this Contract. The Contractor Certification form has been approved by the Health Agency Director and will be either provided with your contract or can be found at:

http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

6. Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers.

At the time of securing a new employee or service provider, Contractor shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. On a monthly basis, Contractor shall conduct or cause to be conducted a screening of all employees, contractors or agents and shall sign a certification documenting that neither Contractor nor any of its employees, contractors or agents are listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers.

7. Compliance Plan.

Contractor shall at a minimum, adopt and comply with all provisions of the latest version of the Health Agency Compliance Plan and Code of Conduct—Contractor and Network Provider Version ("Compliance Plan"). Contractor may adopt and comply with an alternate Compliance Plan and Code of Conduct if granted written approval by the Health Agency Compliance Officer. Contractor shall adopt effective measures to enforce compliance with the Compliance Plan by its employees, subcontractors and agents.

Within 30 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Health Agency Compliance Plan and Code of Ethics and complete related training provided by Contractor or the Health Agency.

Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Compliance Plan, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)

The Compliance Plan and related training (YouTube video) may be found here:

http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

8. Compliance with County Cultural Competence Plan.

Consistent with the County Cultural Competence Plan, Contractor will provide services that meet the cultural, ethnic and linguistic backgrounds of their clients, including but not limited to, access to services in the appropriate language and/or reflecting the appropriate culture or ethnic group. Contractor will use professional skills, behaviors, and attitudes in its system that ensures that the system, or those being seen in the system, will work effectively in a cross cultural

environment. Contractor shall adopt effective measures to enforce compliance with the Cultural Competence Plan by its employees, subcontractors and agents.

Within 90 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Cultural Competence Employee Information Pamphlet and complete related training provided by the Health Agency.

Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Cultural Competence Employee Information Pamphlet, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)

The Cultural Competence Employee Information Pamphlet may be found here:
http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

The Cultural Competence Plan may be found here:
http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

9. Health Information Privacy and Security Policy and Training Program.

Contractor will provide health information privacy and security training to all employees as required by Title 22 of the California Code of Regulations, the Health Information Portability and Accountability Act of 1996, the California Medical Information Act, and as required by County.

Within 15 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Confidentiality Agreement and HIPAA primer for Contractor Use, and complete related training provided by the Health Agency. Contractor may adopt and comply with an alternate Confidentiality Agreement, HIPAA Policy, and related training if granted written approval by the Health Agency Compliance Officer.

Contractor shall maintain records providing signatures (either actual or electronic) from each employee, contractor and agent stating that they read the Health Information Privacy and Security Policy, completed the related training and agree to abide by its contents. (Relias Learning or equivalent E-learning records are sufficient to comply with this requirement)

The Health Information Privacy and Security Policy and Procedure may be found here:
<http://www.slocounty.ca.gov/Assets/MHS/Contractor+Support+Documents/Health+Agency+Information+Privacy+and+Security+Policy+and+Procedure+-+For+Contractor+and+Network+Provider+Use.pdf>

The Confidentiality Agreement and HIPAA Primer for Contractor Use may be found here:
<http://www.slocounty.ca.gov/Assets/MHS/Contractor+Support+Documents/Confidentiality+Agreement+and+4-Page+HIPAA+Primer.pdf>

10. Confidentiality.

Contractor shall abide by all applicable local, State and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code Sections 14100 and 5328 et seq., Section 431.300 et seq. of Title 42 of the Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162 and 164,

and the provisions of Exhibit F, and the Business Associate Agreement attached to this Contract and incorporated by this reference. Any conflict between the terms and conditions of this Contract and the Business Associate Agreement are to be read so that the more legally stringent terms and obligations of the Contractor shall control and be given effect. Contractor shall not disclose, except as otherwise specifically permitted by the Contract or authorized by the client/patient or the law, any such identifying information without prior written authorization in accordance with State and Federal laws.

II. Disclosures.

Pursuant to 42 CFR § 455.104 and 42 CFR § 455.106, Contractor will submit the disclosures described in this section regarding the Contractor's ownership and control and convictions of crimes. Contractor must submit new or updated disclosures to the Health Agency prior to entering into or renewing the Contract. Contractor shall submit an updated disclosure to the Health Agency within 35 calendar days of any change of ownership, conviction of crime by a Contractor employee, or upon request of the Department. Disclosures to be provided:

5% or More Ownership Interest:

- a. The name and address of any person (individual or corporation) with an ownership or control interest in the contractor/network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- b. Date of birth and Social Security Number (in the case of an individual);
- c. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
- d. Whether the person (individual or corporation) with an ownership or control interest in the contractor/network provider is related to another person with ownership or control interest in the same or any other network provider of the Health Agency as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
- e. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
- f. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Conviction of Crimes:

- a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
- b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

- c. The Contractor shall supply the disclosures before entering into the contract and at any time upon the County's request.
- d. Network providers should submit the same disclosures to the County regarding the network providers' criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department's request.

The Health Agency Disclosure of Ownership Interest and Conviction of Crimes form can be found at:

http://www.slocounty.ca.gov/health/Health_Agency_Support_Page_for_Contractors_and_Network_Providers.htm

12. Record keeping and reporting of services.

Contractor shall:

- a. Keep complete and accurate records for each client treated pursuant to this Contract, which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, medication log, progress notes, program compliance, outcome measurement and records of services provided in sufficient detail to permit an evaluation of services without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements
- b. Submit informational reports as required by County on forms provided by or acceptable to County with respect to Contractor's program, major incidents, and fiscal activities of the program.
- c. Collect and provide County with all data and information County deems necessary for County to satisfy State reporting requirements, which shall include, without limitation, Medi-Cal Cost reports in accordance with Welfare and Institutions Code 5651(a)(4), 5664(a) and (b), 5705(b)(3), 5718(c) and guidelines established by DHCS. Said information shall be due no later than 90 days after close of fiscal year of each year, unless a written extension is approved by the County. Contractor shall provide such information in accordance with the requirements of the Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable state manuals and/or training materials, and other written guidelines that may be provided by County to Contractor.

13. State Audits.

Pursuant to California Code of Regulations, title 9, section 1810.380, Contractor shall be subject to State oversight, including site visits and monitoring of data reports and claims processing; and reviews of program and fiscal operations to verify that medically necessary services are provided in compliance with said code and the contract between the State and County. If the Contractor is determined to be out of compliance with State or Federal laws and regulations, the State may require actions of the County to rectify any out of compliance issue, which may include financial implications. Contractor agrees to be held responsible for their portion of any action the State may impose on the County.

14. Equipment.

Contractor shall furnish all personnel, supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services pursuant to this Contract with the exception of:

- a. All required Behavioral Health forms;
- b. County may at its option and at County's sole discretion, elect to provide certain equipment which shall remain County property and be returned to the County upon earlier demand by or in no event later than the termination of the Contract. Contractor may at its option use County provided equipment for non-County clients as long as the equipment in any given instance is not for the sole use of non-County clients.

15. Other Employment.

Contractor shall retain the right to provide services at another facility or to operate a separate private practice; subject, however, to the conditions that:

- a. No such private practice shall be conducted or solicited on County premises or from County-referred clients.
- b. Such other employment shall not conflict with the duties, or the time periods within which to perform those duties, described in this Contract.
- c. The insurance coverage provided by the County or by the Contractor for the benefit of the County herein is in no way applicable to or diminished by any other employment or services not expressly set forth in this Contract.

16. State Department of Health Care Services Contract.

Contractor agrees that this Contract shall be governed by and construed in accordance with the laws, regulations and contractual obligations of County under its agreement with the State Department of Health Care Services to provide specialty mental health services to Medi-Cal beneficiaries of San Luis Obispo County. (Medi-Cal Specialty Mental Health Services, Welfare and Institutions Code section 5775).

17. Use of Information Provided by the Social Security Administration

Contractor shall comply with all conditions required under the Social Security Administration agreement with the California Department of Health Care Services available at <http://www.slocounty.ca.gov/Assets/MHS/Contractor+Support+Documents/Contract+Exhibit+G+-+SSA+Information+Security+Requirements.pdf>

18. Placement Authority.

County will have sole and exclusive right to screen and approve or disapprove clients prior to placement in Contractor's facility. Approval must be obtained in writing by client's case manager or designee prior to placement under this Contract.

19. License Information.

Contractor agrees that all facilities and staff including, but not limited to, all professional and paraprofessional staff used to provide services will maintain throughout the term of this Contract, such qualifications, licenses and/or permits as are required by state or local law. Contractor shall provide County a list of all licensed persons who may be providing services under this Contract. The list shall include the name, title, professional degree, license number, and NPI number.

20. Professional Licensing Waiver Requirements.

Contractor is required to comply with DMH Letter No 02-09 regarding waivers for professional licensing of all psychologists, clinical social workers, or marriage and family therapists employed by, or under contract to, County.

21. Gifts.

Gifts may not be charged to this Contract, whether to Contractor staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established County procedures.

22. Reports of Death, Injury, Damage or Abuse.

If the County discovers any practice, procedure, or policy of the Contractor which deviates from the requirements of this Contract, violates federal or state law, threatens the success of the program conducted pursuant to this Contract, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of service, County may require corrective action, withhold payment in whole or in part, or terminate this Contract immediately. If County notifies Contractor that corrective action is required, Contractor shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless County notifies Contractor that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.

Contractor agrees to notify the County immediately should Contractor be investigated, charged, or convicted of a health care related offense. During the pendency of any such proceedings, Contractor shall keep the County fully informed about the status of such proceedings and to consult with the County prior to taking any action which will directly impact the County. This Contract may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Contractor of a health care offense. Contractor will indemnify, defend, and hold harmless the County for any loss or damage resulting from the conviction, debarment, or exclusion of Contractor or subcontractors.

If Contractor is an in-patient facility, Contractor shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

- a. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Contract and involving County's clients, Contractor shall immediately notify the County's Behavioral Health Administrator by telephone. In addition, Contractor shall promptly submit to County a written report including: (1) the name and address of the injured /deceased person; (2) the time and location of the incident; (3) the names and addresses of Contractor's employees or agents who were involved with the incident; (4) the names of County employees, if any, involved with the incident; and (5) a detailed description of the incident.
- b. Child Abuse Reporting. Contractor shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code § 11164, et seq. Contractor shall require that all of its employees, consultants, and agents performing services under this Contract who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements
- c. Elder Abuse Reporting. Contractor shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or

older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code § 15600 Code, et seq.). Contractor shall require that all of its employees, consultants, and agents performing services under this Contract who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements

23. Trafficking Victims Protection Act of 2000

Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 as amended (22 U.S.C. 7104(g)) as amended by section 1702. For full text: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

24. Disclosure of Unusual Incidents.

Contractor shall notify the County's Behavioral Health Administrator, by telephone, of the violation of any provision of this Contract within 24 hours of obtaining reasonable cause to believe such a violation occurred. Notice of such violation shall be confirmed by deliver to the County's Behavioral Health Administrator, within 72 hours of obtaining a reasonable cause to believe that such violation occurred, of a written notice which shall describe the violation in detail. Contractor shall comply with state law and the County's policies and requirements concerning the reporting of unusual occurrences and incidents.

25. Standard for Security Configurations, if applicable.

- a. Contractors accessing County's electronic health records system shall abide by and implement the standard Security Configurations below. The Contractor shall configure its computers with the applicable United States Government Configuration Baseline (USGCB) and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.
- b. The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of County. The following security configuration requirements apply: USGCB
- c. The Contractor shall ensure IT applications operated on behalf of the County are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products met the latest USGCB major version and subsequent major versions.
- d. The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.
- e. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.
- f. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.

- g. The Contractor shall ensure that computers which store PHI and/or PII locally have hard drive encryption installed and enabled.

For those Contractors accessing County's electronic health records system, County shall not provide the Contractor with computer hardware support in connection with the performance of this Contract. The County shall provide the Contractor with necessary electronic health records software support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with any Computer support in connection with the performance of this contract.

26. Charitable Choice.

Contractor shall not use any money provided under this Contract for any inherently religious activities such as worship, sectarian instruction, and proselytization. In regard to rendering assistance, Contractor shall not discriminate against an individual on the basis of religion, a religious belief, or refusal to actively participate in a religious practice. If an individual objects to the religious character of a program, Contractor shall provide a secular alternative at no unreasonable inconvenience or expense to the individual or the County.

Contractor shall comply by 42 Code of Federal Regulations, Part 54.

- a. Contractor shall submit documentation annually showing the total number of referrals necessitated by religious objection to other alternative substance abuse activities. This information must be submitted to the County by September 1st of each year, including the September 1st after the termination of this Contract. The annual submission shall contain all substantive information required by the County and be formatted in a manner prescribed by Department of Healthcare Services.

EXHIBIT F
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
BUSINESS ASSOCIATE AGREEMENT

1. General Provisions and Recitals.

A. All terms used, but not otherwise defined below herein, have the same meaning as in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and their implementing regulations at 45 CFR Parts 160 through 165 (“HIPAA regulations”) (collectively along with state law privacy rules as “HIPAA laws”) as they may exist now or be hereafter amended.

B. A business associate relationship under the HIPAA laws between Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County under the Agreement.

C. County wishes to disclose to Contractor certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”), as defined by the HIPAA laws, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

D. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of the HIPAA laws.

E. The HIPAA Privacy and Security rules apply to Contractor in the same manner as they apply to County. Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

2. Definitions.

A. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor’s workforce in relation to the protection of that information.

B. “Agent” shall have the meaning as determined in accordance with the federal common law of agency.

C. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA laws which compromise the security or privacy of the PHI.

(1) Breach excludes:

(a) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

(b) Any County PHI that has been inadvertently disclosed shall not be further used or disclosed except in compliance with law.

(c) A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(2) Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and

(d) The extent to which the risk to the PHI has been mitigated.

D. "County PHI" means either: (1) PHI disclosed by County to Contractor; or (2) PHI created, received, maintained, or transmitted by Contractor pursuant to executing its obligations under the Contract.

E. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

F. "Minimum Necessary" shall mean the Privacy Rule Standards in 45 CFR §164.502(b) and §164.514(d)(1).

G. "Physical Safeguards" are physical measures, policies, and procedures to protect Contractor's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion required by the HIPAA laws.

H. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

3. **Obligations and Activities of Contractor as a Business Associate.**

A. Contractor agrees not to use or further disclose County PHI other than as permitted or required by this Business Associate Agreement or as required by law.

B. Contractor agrees to use appropriate safeguards and other legally-required

safeguards to prevent use or disclosure of County PHI other than as provided for by this Business Associate Agreement.

C. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic County PHI.

D. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of County PHI by Contractor in violation of the requirements of this Business Associate Agreement or HIPAA laws.

E. Contractor shall ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Agreement to Contractor with respect to such information.

F. Contractor agrees to provide access, within ten (10) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524 or any other provision of the HIPAA laws.

G. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within fifteen (15) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

H. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA laws.

I. Contractor agrees to document any Disclosures of County PHI that Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

J. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, any information collected in accordance with the Agreement, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with the HIPAA laws.

K. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA laws Contractor will comply with the requirements of the HIPAA laws that apply to County in the performance of such obligation.

L. Contractor shall honor all restrictions consistent with 45 C.F.R. §164.522 that the County or the Individual makes the Contractor aware of, including the Individual's right to restrict certain disclosures of PHI to a health plan where the individual pays out of pocket in full for the healthcare item or service, in accordance with HITECH Act

Section 13405(a).

M. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Business Associate Agreement by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.

N. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware. Contractor must report to County Breaches of County PHI in accordance with the HIPAA laws.

O. Contractor shall notify County within twenty-four (24) hours of discovering any Security Incident, including all data Breaches or compromises of County PHI, however, both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

(1) A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

(2) Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other Agent of Contractor, as determined by federal or state common law of agency.

(3) Contractor's initial notification shall be oral and followed by written notification within 24 hours of the oral notification.

(4) Oral notification shall be made to the HIPAA Privacy Officer by calling 805-781-4788 and to the HIPAA Security Officer by calling 805-781-4100. Written notification shall be sent to the following address:

HIPAA Privacy Officer
San Luis Obispo County Health Agency
2180 Johnson Avenue
San Luis Obispo, CA 93401

Or by Email at: Privacy@co.slo.ca.us

(5) Contractor's notification shall include, to the extent possible:

(a) The identification of each Individual whose County PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;

(b) Any other information that County is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day

period set forth in 45 CFR § 164.410 (b) has elapsed, including:

- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) A description of the types of County PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- (iv) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- (v) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

P. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.

Q. In the event that Contractor is responsible for a Breach of County PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with Paragraph O and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

R. Contractor shall maintain documentation of all required notifications to County of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

S. Contractor shall provide County all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than ten (10) calendar days after Contractor's initial notice of the Breach to County.

T. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

U. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

V. Contractor shall train and use effective measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally or repeatedly violate any provisions.

6. Permitted Use and Disclosure by Contractor.

A. Contractor may use or further disclose County PHI as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below.

(1) Contractor may use County PHI, if necessary, for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor.

(2) Contractor may disclose County PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:

(a) The Disclosure is required by law; or

(b) Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

(3) Contractor may use or further disclose County PHI to provide Data Aggregation services relating to the Health Care Operations of Contractor.

B. Contractor shall make Uses, Disclosures, and requests for County PHI consistent with the Minimum Necessary principle as defined herein.

C. Contractor may use or disclose County PHI as required by law.

7. Obligations of County.

A. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.

B. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.

C. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.

D. County shall not request Contractor to use or disclose PHI in any manner that

would not be permissible under the HIPAA Privacy Rule if done by County.

8. Business Associate Termination.

A. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Agreement, County shall:

- (1) Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or
- (2) Have the discretion to unilaterally and immediately terminate the Agreement, if Contractor is unwilling or unable to cure the material breach or end the violation within (30) calendar days.

B. Upon termination of the Agreement, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

- (1) This provision shall apply to all PHI that is in the possession of Subcontractors or Agents of Contractor.
- (2) Contractor shall retain no copies of the PHI.
- (3) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.

C. The obligations of this Business Associate Agreement shall survive the termination of the Contract.

EXHIBIT G
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
QUALIFIED SERVICE ORGANIZATION AGREEMENT

1. Contractor agrees that it is a Qualified Service Organization to the County within the meaning of 42 Code of Federal Regulations sections 2.11 and 2.12.
2. Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from County or through performing its obligations per this contract the programs, Contractor is fully bound by 42 Code of Federal Regulations Part 2 and analogous state laws.
3. Contractor further agrees that if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 Code of Regulations Part 2.

Gradual Self Sufficiency Payment Plan

Gradual Self Sufficiency Payment Plan for Recovery Residences:

There is a limit of six months of SLE payments per individual client with a graduated co-pay schedule wherein the client begins to make parts of their own SLE payments. Generally,

1 – 2 months	100% County responsibility
3 – 4 months	75% County responsibility
5 months	50% County responsibility
6 months	25% County responsibility

At the six month maximum limit, the following are considered:

- Client pays the SLE costs on their own (100% self-pay)
- Client signs a payment agreement retroactive prior to receiving their SSI settlement
- Client is discharged from the SLE with a safe and sober housing plan
- Extension beyond the six months limit for extenuating circumstances may be granted with Management (Drug and Alcohol Services and/or other Department Division Manager) approval.

Funding Sources FY16-17:

ADC: \$8,000	(0.75 referrals each month)
AB109: \$299,828	(29 referrals each month)
BHTCC: \$51,400	(5 referrals each month)
GFS: \$109,000	(10.5 referrals each month)
DSS: \$135,000	(13 referrals each month, keep in mind this funding source has also covered Upham and Bryan's House)
MIOCR: \$20,600	(2 referrals each month)

Attachment B. Holman Group and Network Providers

Network Provider Referral

San Luis Obispo County Behavioral Health Department
Mental Health Services

Effective Date: 11/17/2015
Page 1 of 6

10.03 Network Provider Referral

I. PURPOSE

To ensure San Luis Obispo County Medi-Cal beneficiaries who qualify for Specialty Mental Health Services are provided initial access to services in a timely manner based on the urgency of the consumer's need for services. *Refer to Policy 3.00, Access to Services, for information regarding time standards established by the MHP's standard.*

II. POICY

San Luis Obispo County Mental Health:

- Offers a range of Specialty Mental Health Services that is adequate for the anticipated number of clients served by the Mental Health Plan (MHP).
- Maintains a panel of Network Providers (NWP) that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of clients served by the MHP.

III. Reference

CCR, Title 9, Chapter 11, Section 1810.310(a)(5)(A)(B)

IV. PROCEDURE

A. Prospective NWP clients must have a comprehensive mental health assessment conducted at a local Mental Health Clinic. Referrals for a NWP are sent to Managed Care by clinic-based clinicians or by a Site Authorization Team (SAT).

B. Treatment Modality: A Brief Therapy model is used for NWP services. Up to 18 individual, family or collateral sessions may be authorized per year. Occasionally, additional sessions may be authorized on a case by case basis. Brief Therapy may be a stand alone service or may be part of a recovery program that includes other services at a Mental Health Clinic, including medication support and Recovery Groups

C. Client Prerequisites for Network Provider Services: (Must all be "yes"?)

1. Does client have full-scope Medi-Cal?
2. Is client motivated for treatment and likely to benefit from short-term therapy?
3. Does client have a history of attending scheduled appointments, with few FTS?
4. Have the therapist and client been able to identify issues that need to be addressed in therapy (related to current impairment and diagnosis)?

D. NWP Referral Process

Responsibilities of the referring clinical staff

1. Ensures that the client is eligible for NWP services (i.e. answer is “Yes” to all above questions).
2. Fully completes a Network Provider Authorization Worksheet (Attachment A) and obtains Program Supervisor signature. This is a billable, Case Management service.
 - a. The Network Provider Authorization Worksheet must document target symptoms causing current functional impairment.
 - b. Treatment objectives must be observable/measurable and likely to be accomplished within the allotted sessions.
 - c. Additional information or concerns are very helpful to Network Providers.
3. Ensures that any request for psychological testing includes a completed Network Provider Authorization Worksheet **and** a Referral for Psychological Testing form (Attachment B).

Responsibilities of clinic MRT/Front Office staff

1. Processes referral to Managed Care:
 - a. Obtains all required signatures for opening before sending to Managed Care.
 - b. Closes clinic units and subunits as applicable.
 - c. Opens to Managed Care Program Supervisor, Subunit 1003 for Adults 1004 for Youth.
2. Copies and sends the following via interoffice mail to Managed Care MRT:
 - a. Original Network Provider Authorization Worksheet and a MEDS Screen
 - b. If all clinic subunits are closing, send the original chart.
 - c. If clinic subunits remain open, send copies of the following:
 - Copy of Medi-Cal card
 - Cost Agreement and Signature Page
 - Any current exchanges/disclosure
 - Current Care Plan
 - Master Service Plan
 - Service Plan(s) if applicable
 - Initial Assessment (Goldenrod)
 - Current progress notes for 1 month
 - Psychiatric Assessment
 - Most recent MD progress note (if applicable)
 - Court orders (if minor is a 300 WIC dependent of the court)
 - Psychological Evaluation (if applicable)

- The entire original Managed Care section of the chart, if the client received NWP treatment in the past. (Including all Client Care Plans, authorizations and billing information).

Note: When *any* item listed is available in Anasazi, it no longer needs to be copied and sent to Managed Care.

Responsibilities of the Managed Care staff

1. Reviews the referral and clarifies the reason for the referral or treatment objective, if needed.
2. Contacts potential Network Providers to discuss the referral and confirms availability to treat client.
3. Documents the provider's next available appointment for a new client, which must be within 14 days of accepting the referral, on the Network Provider tab of the BH Referral form.
4. Contacts the client by phone and by letter after a Network Provider agrees to accept the referral. The call and letter both instruct the client how to contact the NWP to begin treatment.
5. Completes the Network Provider worksheet and submits it to the Managed Care HIT to enter the assignment in Anasazi.
6. Writes a case management progress note to document the successful referral.

Conclusion of Therapy with Network Provider

1. Network Providers will use the authorized sessions to conclude the therapy episode with the client.
2. If the client is open at a local clinic for other services or requires ongoing treatment, Managed Care will transfer the case to the local clinic. The clinic SAT will determine the types of services needed for ongoing care.
3. The Managed Care Program Supervisor will complete a Discharge Summary for the case to be closed by the Managed Care HIT upon receiving the Closing Summary from the Network Provider if the client is not open to a clinic and requires no ongoing care.

Subsequent Referrals for NWP Therapy

1. Each client may have only one Network Provider therapy episode per year. A client may request a new referral for therapy one year after the previous therapy episode start date.
2. If the client's case was closed, the client may access services as described in Policy titled *Access to Services*. If medical necessity criteria are met for specialty mental health services and a referral to a NWP is appropriate, clinic staff will complete a new Network Provider Authorization Worksheet to refer the client to NWP services.
3. If the case remained open for clinic-based services, the Single Accountable Individual (SAI) completes a new Network Provider Authorization Worksheet as described above.

V. DOCUMENT HISTORY

Revision Date:	Section Revised:	Details of Revision:
4/2015		
11/12/2015	Procedure	Miscellaneous process revisions
Prior Approval dates:		
10/2012		

Signature on File	11/17/2015
Approved by: Anne Robin, LMFT Behavioral Health Administrator	Date

REQUEST FOR NETWORK PROVIDER

TO BE COMPLETED BY REFERRING CLINICIAN: Referral Date: _____
 Client Name: _____ MH Client Number: _____
 _____ Language: _____
 _____ Language Other: _____
 DOB: _____ SSN: _____ Phone: _____

PERSON AUTHORIZED TO SIGN FOR TREATMENT OF MINOR: Legal Status: N/A Detained 300 Dependent
 Parent: _____ Guardian: _____ Other: _____
(check one)
 Care Provider: _____ Ph.: _____ Shelter Foster Adoptive Relative Parent

Reason For Referral:

Focus of Treatment:

Suggested Modality:

Comments:

Referring MH Clinician: _____ Phone: _____
Signature

DSS: AD NHR CW CWS
 CWS Worker _____ Ph. _____ CalWorks Worker _____ Ph. _____
 Adoptions Worker _____ Ph. _____ DSS Staff Notified (when applicable): _____
 _____ Date _____

TO BE COMPLETED BY MANAGED CARE CLINICIAN:
 NETWORK PROVIDER: _____ PHONE: _____
 DATE AUTHORIZED: _____

CPT Code	Proc. Code	Minutes	Description	Number of Initial Authorized Sessions
90801	331	90	Initial Diagnostic Interview	
90906	341	30	Individual Psychotherapy	
90847	321	60	Family Therapy	
90853	351	60	Group Psychotherapy	
90805	361	30	Med. Mgt. & Psychotherapy	
96100	252	Max 7 Hours	Psychological Testing	
99882	391	10	Case Management	

Managed Care Clinician _____ Date: _____
Signature

NETWORK PROVIDER AUTHORIZATION WORKSHEET

Attachment B

San Luis Obispo County Mental Health Services
 Phone #(800) 838-1381
 2178 Johnson Avenue
 Fax # (805) 781-4176
 San Luis Obispo CA 93401

REFERRED BY : _____ **Sample. Do not copy this page** _____

ASSESSMENT QUESTION : _____

HOW COULD RESULTS OF TESTING AFFECT YOUR TREATMENT PLAN ? _____

PRIOR PSYCHOLOGICAL TESTING/RESULTS: _____

PHYSICAL CONDITIONS WHICH MIGHT INTERFERE WITH TEST PERFORMANCE? (e.g. vision, hearing, epilepsy, hyperactivity, medication, etc). _____

COMMENTS: _____

CLINICIAN SIGNATURE & DISCIPLINE _____ DATE _____
PSYCHIATRIST SIGNATURE: _____ DATE _____

AUTHORIZATION DATE: _____ No authorization at this time

TEST TO BE GIVEN BY: _____

AUTHORIZATION SIGNATURE & DISCIPLINE: _____ DATE: _____

CLIENTNAME _____ MEDICAL RECORD NUMBER _____
Last, First- Please Print

PSYCHOLOGICAL TESTING REQUEST

Monitoring and Authorizing Network Provider Services

San Luis Obispo County Behavioral Health Department
Mental Health Services

Effective Date: 10/30/2015
Page 1 of 3

10.14 Monitoring and Authorizing Network Provider Services

I. PURPOSE

To ensure Client Care Plans and Progress Notes documenting services requested and provided by Network Providers are reviewed in a consistent, timely manner and are monitored for medical necessity and to confirm documentation standards are met.

II. POLICY

The Mental Health Managed Care Site Authorization Team (SAT) performs quality review and authorization functions for beneficiaries whose specialty mental health services are provided by Network Provider panel members. The Managed Care SAT is composed of licensed clinicians (LMFT, LCSW, LPCC or Psychologist) and waived/registered interns. The Behavioral Health Medical Director is available for consultation as needed.

Licensed Managed Care staff:

1. Ensure that beneficiaries served by Network Providers meet medical necessity criteria for specialty mental health services.
2. Review payment authorization requests from Network Providers and make timely authorization decisions.
3. Review Client Care Plans and Progress Notes to ensure that Network Providers maintain client records in a manner that meets state, federal, and the MHP's Quality Management Program standards.

III. REFERENCES

- California Code of Regulations, Title 9, §1810.435(b)(4,5), §1830.205, §1830.210 and §1830.215
- Contract with Department of Health Care Services (DHCS), Exhibit B, Sections 1, 2, 4, 7, 11 through 14, 16
- Policy 3.20, *Authorization/Approval of Services* for information about medical necessity and the MHP's SAT process.
- Policy 10.03, *Network Provider Referral* for a description of the referral process, initial determination of medical necessity, and the Network Provider brief therapy model.
- Policy 10.10, *Network Provider Credentialing* for a description of Network Provider credentialing and contracting requirements.

IV. PROCEDURE

A. Initial Authorization

10.14 Monitoring and Authorizing Network Provider Services Page 2 of 3

After locating a Network Provider with a current opening and the ability to meet the beneficiary's treatment, language and cultural needs, Managed Care staff preauthorize one assessment and two therapy sessions.

B. Client Care Plan Review

Prior to the fourth therapy session, the Network Provider and beneficiary develop a Client Care Plan, which documents the beneficiary's strengths, current symptoms, impairments, goals and objectives.

The Client Care Plan must:

- Contain specific observable and/or quantifiable goals and objectives
- Identify the number and type of therapy sessions requested
- Identify the proposed interventions, which must:
 - ✓ Address the identified functional impairments which are a result of the mental disorder
 - ✓ Be consistent with the client plan goal and with the qualifying diagnoses
- Be signed by the Network Provider, the client (age 12 and older), and, (if applicable), by the Parent/Legally Responsible Person.

If the plan documents medical necessity for ongoing services and contains all the necessary elements, Managed Care staff preauthorize the services requested by the Network Provider. The authorization is valid for six (6) months or until the sessions are utilized, whichever comes first. If the Client Care Plan does not meet documentation standards, it is returned to the Network Provider for revision. If the Network Provider's request for services is modified or denied, an appropriate NOA is sent to the provider and beneficiary. See Policy 3.30, *Notices of Action* for detail.

The Network Provider completes a new Client Care Plan prior to the end of an authorization to request additional sessions. Managed Care staff review the request and make an authorization decision based on the documentation of medical necessity, the appropriateness of the interventions, the availability of other resources, and other relevant factors. If the Network Provider's request for services is modified or denied, an appropriate NOA is sent to the provider and beneficiary. See Policy 3.30, *Notices of Action* for detail.

C. Quarterly Progress Note Audits

Network Providers submit progress notes to match billing for services rendered in January, April, July and October each year. Managed Care staff audit a random sample of at least 10% of the progress notes using the MHP's Progress Note Audit Tool (Attachment A). Minor errors (missing license or signature of provider, inconsistent dates, etc.) are returned to the Network Provider for correction. If a note does not meet the MHP's documentation standards, the service is voided and a letter is sent to the Network Provider to correct the deficiency.

Results of the audit are reported to the Quality Support Team (QST) Committee on a quarterly basis. The results are also distributed to the Network Providers and are used to help direct training efforts.

D. Network Provider Documentation Training

- A Client Care Plan documentation manual is distributed to each Network Provider.

10.14 Monitoring and Authorizing Network Provider Services Page 3 of 3

The documentation manual is periodically updated and redistributed.

- A quarterly newsletter provides updates on documentation, feedback from progress note audits, and other relevant information.
- Periodic Network Provider trainings review documentation issues.
- Network Providers participate in MHP trainings.

Attachment A: Progress Note Audit Tool

Progress Notes			
YES	NO	N/A	Procedure Code:
			1. Is the billing time reasonable for this service?
			2. Is there documentation of client encounters including clinical decisions and interventions?
			3. Is the focus of the intervention to address the impairment caused by the covered diagnosis (and not solely academic, vocational, recreational, socialization, transport, clerical, payee-related)?
			4. Is the documentation legible?
			5. Was the service billed appropriately for the setting?
			6. Is there a signature of the staff providing the service with their professional degree, license, or job title?
			7. If this is a group note, are the interventions individualized?
			8. Is the note written according to the MHP Standard Progress Note format?

V. DOCUMENT HISTORY

Revision Date:	Section Revised:	Details of Revision:
10/28/2015		Added purpose, reformatted
Prior Approval dates:		
12/21/2012		

Signature on File	10/30/2015
Approved by: Anne Robin, LMFT Behavioral Health Administrator	Date

Behavioral Health Referral to Holman Group

Name: MH CLIENT, FICTIONAL 01	Case#: 400001	Page: 1 of 5
Type: MH Ref to CenCal Health/Holman		Date: 05/24/2016
Printed on 05/24/2016 at 03:35 PM		(Draft)

San Luis Obispo County Behavioral Health Department Referral to CenCal Health/Holman Group

Referral Date:

Date Authorization to Use and/or Disclose PHI was obtained:

Client's Name:

Last Name: MH CLIENT

First Name: FICTIONAL 01

DOB 01/01/1988

Client's Address: 11 FICTION WAY

Apt #

City/State/ZIP SAN LUIS OBISPO

CA 93401

Client's Phone Number: 555-5551

Primary Language of Client Spanish

Parent/Guardian Name

Parent/Guardian Phone

Relationship to Client

Language, Parent/Guardian Spanish

Primary Care Physician Name:

Type:

ABA

Non-specialty M.H. Services

San Luis Obispo County Behavioral Health is referring this patient to you for non-specialty mental health services. He/She has been stable for at least 6 months or is a new client with mild to moderate levels of functional impairment.

Does ABA referral have MD/ PhD letter included?

Yes No

Additional information:

Current Medications:

Comments/Special Considerations (describe any additional factors):

Managed Care Comments/Follow-up

Name: MH CLIENT, FICTIONAL 01	Case#: 400001	Page: 2 of 5
Type: MH Ref to CenCal Health/Holman		Date: 05/24/2016
Printed on 05/24/2016 at 03:35 PM		(Draft)

Name: MH CLIENT, FICTIONAL 01	Case#: 400001	Page: 3 of 5
Type: MH Ref to CenCal Health/Holman		Date: 05/24/2016
Printed on 05/24/2016 at 03:35 PM		(Draft)

Risk Factor and Functional Impairment Ratings Scales

Risk Assessment:

Review the Help Text descriptions (from the Adult Needs and Strengths Assessment (ANSA), copyright by Praed Foundation) and select the items that most closely match the client's current level of risk. Describe 'Severe' items in the comment box below and specify safety plan.

Referral Decision Support:

Severe/Significant/Acute: Refer to SLO Mental Health for routine, crisis, or acute specialty mental health services.

Moderate: Evaluate in context of levels of impairment. **May** qualify for specialty mental health services (SMHS).

Mild: Risk factor does not indicate a need for SMHS.

None: Risk factor does not indicate a need for SMHS.

Rate Overall Level of Danger to Self

None Mild Moderate Severe/Significant/Acute

Rate Overall Level of Danger to Others

None Mild Moderate Severe/Significant/Acute

Rate Overall Level of Self Injurious Behavior

None Mild Moderate Severe/Significant/Acute

Risk Factors Comments/Safety Plan:

Functional Impairment/Life Domain Functioning: Review Help Text descriptions; select the items that most closely match the client's current impairments. Describe the client's impairments in the comment box below (required for ratings of severe and moderate, optional for mild or none).

Referral Decision Support (if impairment is due to mental illness):

Severe/Significant: Refer to SLO County Mental Health.

Moderate: Refer for non-specialty mental health services unless there is a reasonable probability of significant deterioration or failure to progress developmentally in this area of functioning (Describe reasonable probability below).

Mild: Impairment does not indicate a need for SMHS. Consider referral for non-specialty mental health services.

None: Impairment does not indicate a need for SMHS. Consider referral for non-specialty services.

Rate Overall Level of Self Care/ADL Impairment

None Mild Moderate Severe/Significant/Acute

If Impaired, Select Primary Reason:

Rate Overall Level of Employment Impairment

None Mild Moderate Severe/Significant

If Impaired, Select Primary Reason:

Rate Overall Level of Family Impairment

None Mild Moderate Severe/Significant

If Impaired, Select Primary Reason:

Name: MH CLIENT, FICTIONAL 01	Case#: 400001	Page: 4 of 5
Type: MH Ref to CenCal Health/Holman		Date: 05/24/2016
Printed on 05/24/2016 at 03:35 PM		(Draft)

Rate Overall Level of Residential Impairment

- None Mild Moderate Severe/Significant

If Impaired, Select Primary Reason:

Rate Overall Level of Social Impairment

- None Mild Moderate Severe/Significant

If Impaired, Select Primary Reason:

Rate Overall Level of School Behavior Impairment

- None or N/A Mild Moderate Severe/Significant

If Impaired, Select Primary Reason:

Functional Impairment Comments:

Referred for non-specialty mental health services? Yes No

Name: MH CLIENT, FICTIONAL 01	Case#: 400001	Page: 5 of 5
Type: MH Ref to CenCal Health/Holman		Date: 05/24/2016
Printed on 05/24/2016 at 03:35 PM		(Draft)

Signatures

(Text Printing Suppressed)

Signature	OBC	E	Signature Line Heading	Name	Date	Time
Pending	<input type="checkbox"/>	S	Staff Processing			
Pending	<input type="checkbox"/>	S	Clinician			
Pending	<input type="checkbox"/>	S	MC PS/Designee			

Procedure for Referrals to the Holman Group

<p>Category: Clinical Documentation</p>	<p><u>Subject:</u> Referrals to the Holman Group <u>Scope:</u> SLO Behavioral Health Department – Mental Health Services <u>Effective Date:</u> 12/15/2014</p> <p style="text-align: right;">Page 1 of 2</p>
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Purpose:

To clarify the referral process to the Holman Group when a Medi-Cal beneficiary does not meet medical necessity for Specialty Mental Health Services (SMHS)

Procedure:

Confidentiality Issues

An Authorization to Use/Disclose PHI is not required to facilitate a referral for appropriate services (W&I Code 5328 (a)). However, clinicians are strongly encouraged to describe the Holman Group and its services during the intake or other face-to-face service if it appears that treatment by the Holman Group will be the recommended level of care. An Authorization to Use/Disclose PHI may then be obtained.

Referral Process

- When SAT determines that a Medi-Cal beneficiary does not meet medical necessity for SMHS and that the client will be referred to the Holman Group, the Program Supervisor will assign a clinician to inform the client of this determination and complete the referral procedure. If the client was receiving SMHS but is ready to step down to the Holman Group, the assigned clinician will usually be the SAI.
- The assigned clinician discusses the referral with the client by phone or in person.
- The assigned clinician completes both tabs of the "MH Referral to CenCal Health/Holman Group" assessment in Anasazi. It is important to complete the referral fully to clearly communicate the findings of the SAT and to facilitate the acceptance of the referral. Some information will pull forward into the referral, but it must be reviewed and edited as needed.
 - Tab 1 contains demographic and general information about the referral
 - Tab 2 imports risk factor ratings (adults only) and impairment ratings from the Assessment
- Disclosure of PHI in the course of providing a referral must be logged (W&I Code 5328.6). The assigned clinician will:
 - Launch the BH Record of Disclosure in Anasazi
 - Enter "Holman Group" in the "Disclosed To" section
 - Enter "Holman Referral dated xx/xx/14" in the "Description of Information Disclosed" section
 - Enter "Referral to Holman Group" in the "Purpose of Disclosure" section
 - Sign the BH Record of Disclosure as the Clinician
 - Route the BH Record of Disclosure to the HIT (enter the HIT's name in the Staff Disclosing Information signature line).
- The HIT will:
 - Finish and Final Approve the BH Record of Disclosure
 - Route the MH Referral to CenCal Health/Holman Group to the Managed Care Program Supervisor
 - Fax the referral and a current MEDS screen to the Holman Group
- The Managed Care Program Supervisor will contact the Holman Group to confirm that they have accepted responsibility for providing services (W&I Code 5008 (d)). Once confirmation has been received, the Managed Care Program Supervisor will final approve the MH Referral to CenCal Health/Holman Group and inform the referring clinic's HIT that the case may be closed.
- After the Holman Group accepts the referral, the record will be closed an NOA A will be mailed to the client by the HIT per existing procedure. **Note:** An NOA A is only needed if SMHS are being denied after the initial comprehensive assessment, not for referrals of stable clients who are stepping down.

- If the client was receiving SMHS and is stepping down to Holman Group, the assigned clinician will complete a MH Outpatient Discharge Summary in Anasazi.
- If the Managed Care Program Supervisor is unable to confirm that the Holman Group has accepted the referral within 30 days of the referral, or if the Holman Group does not accept the case, the Managed Care Program Supervisor will contact the referring clinician and/or the Program Supervisor to discuss the needs of the client. Staff will re-evaluate whether SMHS will be offered/continued, if other referrals are needed, or if the Problem Resolution process will be utilized on behalf of the client.
- The Managed Care Program Supervisor will initiate the Problem Resolution process jointly developed by Behavioral Health, CenCal Health and the Holman Group if needed, and will coordinate with the clinic site Program Supervisor.
- The client's case will remain open at the clinic site during the time needed to verify that the referral was accepted and during the Problem Resolution process (if utilized).

Revision History

Date:	Section Revised:	Details of Revision:
10/10/14	Original procedure	
12/15/14	Referral process	Additional direction for ensuring the referral is accepted by the Holman Group is provided.

Attachment C. Patient's Rights Advocate

Patients' Rights Advocate

San Luis Obispo County Behavioral Health
Mental Health Services

Page 1 of 3
Effective Date: 11/19/2015

4.00 Patients' Rights Advocate

I. PURPOSE

To clarify the duties and responsibilities of the Patient's Rights Advocate (PRA).

II. POLICY

San Luis Obispo County Behavioral Health (SLOBH) will implement a problem resolution process that enables each beneficiary to resolve problems or concerns about any issue related to SLOBH's performance of its duties. The PRA will ensure that beneficiary rights are promoted and protected and that the problem resolution process works effectively for SLOBH beneficiaries.

III. REFERENCE

Welfare & Institutions Code, §§ 5520 – 5523

IV. DUTIES

The PRA will:

- Ensure beneficiaries are informed of their rights
- Advocate for beneficiaries
- Receive and investigate complaints
- Monitor mental health facilities, services and programs for compliance with patient's rights provisions
- Provide training and education for providers and beneficiaries
- Exchange information with the State Patient's Rights Program

V. PROCEDURE

A. Beneficiary Informing

1. The PRA will ensure that beneficiaries are informed of their rights and have access to the problem resolution processes. Informing materials will be provided to clients at the beginning of services and upon request thereafter. Informing materials will be available in English, Spanish and alternative formats.
2. The PRA will ensure that the Beneficiary Handbook, *Guide to Mental Health Services*, which contains detailed information about the problem resolution and rights, will be available at all certified sites and through the 24/7 Central Access line at: 800-838-1381.
3. The PRA will ensure that SLOBH's Client Information Centers contain notices explaining grievance, appeal, and expedited appeal processes

and patient's rights so that the information will be readily available to both beneficiaries and staff.

4. The PRA will ensure that Consumer Request Forms and postage paid, self-addressed envelopes will be available in each Client Information Center. Clients will be able to obtain, complete and return a Consumer Request Forms without having to make a verbal or written request to anyone.
5. The PRA will ensure that contact information for the PRA and the State Office of Patients' Rights will be posted in all Mental Health facilities.

B. Problem Resolution

1. The PRA will receive, investigate and resolve complaints received from providers or beneficiaries about violations of patient's rights. Refer to Policy 4.07 *Grievances, Appeals and Expedited Appeals* for detail.
2. The PRA will track, log and respond to advocates to beneficiaries and/or representatives regarding requests for Second Opinions, Change of Provider, Grievances, Appeals and Expedited Appeals.
3. The PRA will, at the beneficiary's request, assist the beneficiary with problem resolution processes. Assistance will include, but not be limited to, help writing the grievance/appeal/expedited appeal on a Consumer Request Form.
4. The PRA will coordinate prompt resolution of grievances and appeals and will notify beneficiaries of the disposition of the problem.

C. Monitoring for compliance

1. The PRA will monitor mental health facilities, services and programs for compliance with statutory and regulatory patients' rights provisions.
2. The PRA will review instances when a specific right has been denied to a patient at the SLOBH Psychiatric Health Facility.

D. Training and Education

1. The PRA will provide training and education about mental health law and patients' rights to mental health providers.
2. The PRA will provide training and education about mental health law and patients' rights to family and community members.

E. Coordination with State Agencies

1. The PRA will provide de-identified data to the Department of Health Care Services (DHCS) on an annual basis. The information from the Grievance/Appeal Log is used by DHCS to monitor SLOBH's performance.
2. The PRA will coordinate with the State Office of Patients' Rights.

F. Quality Improvement and System Change

1. The PRA will present problem resolution issues to the Quality Support Team (QST) Committee a quarterly basis (more frequently if needed) for quality improvement purposes.
2. The PRA will participate on key QST committees and subcommittees to ensure that beneficiaries concerns have a voice in SLOBH decision making.
3. The QST Committee and the PRA will forward concerns to the Behavioral Health Administrator as needed to effect system changes.

G. Organizational Structure

1. The PRA will directly report to the Behavioral Health Administrator.
2. The PRA will receive additional support from the QST Division Manager.

VI. DOCUMENT HISTORY

Revision Date:	Section Revised:	Details of Revision:
11/18/2015	All	Added purpose, reformatted, added F
Prior Approval dates: 5/30/2009, 6/5/2010, 10/12/2012		

Signature on File	11/19/2015
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Approved by: Anne Robin, LMFT Behavioral Health Administrator Date

Change of Provider Request

San Luis Obispo County Behavioral Health
Mental Health Services

Effective Date: 11/18/2015
Page 1 of 2

4.03 Change of Provider Request

I. PURPOSE

To clarify the Change of Provider Request process

II. POLICY

San Luis Obispo County Behavioral Health (SLOBH) will, whenever feasible, provide beneficiaries an opportunity to change persons providing outpatient Specialty Mental Health Services. SLOBH will limit the choice to another provider employed by or contracting with SLOBH.

III. REFERENCES

- California Code of Regulations, Title 9, §1830.225
- Code of Federal Regulations, Title 42, §438.10, §438.406
- MHP Contract, Exhibit A, Attachment I, Section 7

Policy 4.07 Grievances, Appeals and Expedited Appeals

IV. PROCEDURE

A. Beneficiary Informing

1. Beneficiaries will be informed of the right to request a change of provider at the beginning of services and upon request thereafter.
 2. The Beneficiary Handbook, *Guide to Mental Health Services*, contains detailed information about the process and will be available at all certified sites and through the 24/7 Central Access line at: 800-838-1381.
 3. SLOBH will post Client Information Centers at each certified site. Consumer Request Forms and postage paid, self-addressed envelopes will be available in each Client Information Center. Clients are able to obtain, complete and return a Consumer Request Forms without having to make a verbal or written request to anyone.
- B. A change of provider request that is the result of beneficiary dissatisfaction with any aspect of care will be considered a grievance and will be processed according to Policy 4.07 *Grievances, Appeals and Expedited Appeals*.
- C. A beneficiary may request a change of provider at any time, either orally or on a written Consumer Request Form.
- D. SLOBH staff, including the Patient's Rights Advocate (PRA), will be available to assist the beneficiary with completing the Consumer Request Form.

4.03 Change of Provider Request

- E. The Consumer Request Form will be sent to the PRA, who will review the form and take following action:
1. Log the change of provider request and send the consumer a confirmation letter to the beneficiary within one working day.
 2. If the request has been resolved at the clinic or program level, the PRA will confirm the disposition of the request with the beneficiary in writing.
 3. If the request has not been resolved, the PRA will then send a copy of the Consumer Request Form to the appropriate Program Supervisor or Medical Director for review and disposition.
 4. The Program Supervisor or Medical Director will notify the PRA of the resolution of the request within 60 calendar days of the request.
- F. The PRA will present change of provider request data to the Quality Support Team (QST) Committee a quarterly basis (more frequently if needed) for quality improvement purposes. The QST Committee will forward concerns to the Behavioral Health Administrator as needed to effect system changes.

Revision Date:	Section Revised:	Details of Revision:
11/18/2015	All	Reformatted
Prior Approval dates: 5/30/2009, 6/5/2010		

Signature on File	11/18/2015
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Approved by: Anne Robin, LMFT Behavioral Health Administrator Date

Second Opinions

San Luis Obispo County Behavioral Health Department
Mental Health Services

Page 1 of 3
Effective Date: 11/18/2015

4.04 Second Opinions

I. PURPOSE

- To clarify when Medi-Cal beneficiaries are entitled to a second opinion
- To clarify other instances when second opinion may be provided to a client

II. POLICY

At the request of a beneficiary, San Luis Obispo County Behavioral Health Department (SLOBH) will provide for a second opinion by a licensed mental health professional when the SLOBH determines that the medical necessity criteria have not been met and that the beneficiary is, therefore, not entitled to any specialty mental health services.

SLOBH will honor all other requests for second opinions to the extent resources are available and the request is clinically indicated.

III. REFERENCES

- California Code of Regulations, Title 9, §§ 1810.405(e), 1830.205, 1830.210
- Code of Federal Regulations, Title 42, §438.206(b)(3)
- MHP Contract, Exhibit A, Attachment I, Section 1(d)

Policy 4.07, *Grievances, Appeals and Expedited Appeals*
Policy 3.30, *Notices of Action*

IV. PROCEDURE

A. Beneficiary Informing

1. Information regarding second opinions will be provided to clients at the beginning of services and upon request thereafter.
2. The Beneficiary Handbook, *Guide to Mental Health Services*, contains detailed information about the process and will be available at all certified sites and through the 24/7 Central Access line at: 800-838-1381.
3. SLOBH will post Client Information Centers at each certified site, which will contain notices explaining second opinions to ensure that the information is readily available to both beneficiaries and staff.
4. Consumer Request Forms and postage paid, self-addressed envelopes will be available in each Client Information Center. Clients are able to obtain, complete and return a Consumer Request Forms without having to make a verbal or written request to anyone.
5. SLOBH will provide the beneficiary with a Notice of Action (NOA) A when SLOBH determines that the client does not meet the medical necessity criteria and, therefore, is not entitled to any specialty mental health

services. The NOA will provide the beneficiary with information about how to file an appeal or expedited appeal.

B. A request for second opinion following an NOA A will be considered an appeal or an expedited appeal and will be processed according to Policy 4.07 *Grievances, Appeals and Expedited Appeals*. Refer to policy 4.07 for details regarding:

- Filing the appeal/second opinion request
- Assistance from SLOBH staff including the Patient's Rights Advocate (PRA)
- Logging/confirming receipt by the PRA
- Timeline for resolution (45 days from receipt of appeal)
- Review process, including the beneficiary's access to the record and ability to present evidence
- Notification of Disposition
- Payment for services, including "aid paid pending"

C. SLOBH will utilize licensed mental health professionals (other than a licensed psychiatric technician or a licensed vocational nurse) who were not involved in the initial assessment to review evidence and make decisions on second opinion appeals/expedited appeals.

D. SLOBH will determine whether the second opinion requires a face-to-face encounter with the beneficiary.

E. SLOBH will train staff in documentation trainings that second opinions are offered at no cost to clients.

F. Clients who seek a second opinion will not be subject to discrimination or any other penalty.

G. **Appealing the Second Opinion Decision**

If the second opinion/appeal is not resolved wholly in favor of the beneficiary, the PRA will inform the beneficiary of the right to a fair hearing and the procedure for filing for a fair hearing after the appeal process has been exhausted.

H. **Other Second Opinion Requests**

1. When clinical decision is disputed or a client requests a second opinion at a time other than described in B above, SLOBH will honor the request to the extent resources are available and if the request is clinically indicated.
2. SLOBH's Medical Director and PRA will be consulted as needed to determine if a second opinion is warranted.

- I. The PRA will present second opinion request data to the Quality Support Team (QST) Committee on a quarterly basis (more frequently if needed) for quality improvement purposes. The QST Committee will forward concerns to the Behavioral Health Administrator as needed to effect system changes.

VI. DOCUMENT HISTORY

Revision Date:	Section Revised:	Details of Revision:
11/18/2015	All	Added Purpose, reformatted
Prior Approval dates: 5/30/2009, 6/5/2010, 10/12/2015		

Signature on File	11/18/2015
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Approved by: Anne Robin, LMFT
Behavioral Health Administrator

Date

Beneficiary Grievances, Appeals and Expedited Appeals

San Luis Obispo County Behavioral Health Department
Mental Health Services

Effective Date: 11/18/2015
Page 1 of 7

4.07 Beneficiary Grievances, Appeals & Expedited Appeals

I. PURPOSE

To ensure that all Medi-Cal beneficiaries are informed of and have access to effective problem resolution processes

II. POLICY

San Luis Obispo County Behavioral Health (SLOBH) will implement a problem resolution process that enables each beneficiary to resolve problems or concerns about any issue related to SLOBH's performance of its duties.

The Appeals and Expedited Appeals processes will ensure that beneficiaries have consistent and timely means to respond to any action taken by SLOBH. The Grievance process will ensure that beneficiaries have a consistent and timely means to resolve all other concerns about the care they receive at SLOBH.

SLOBH will ensure that all Medi-Cal beneficiaries are well informed about the appeals process.

SLOBH will process Grievances, Appeals and Expedited Appeals within the time frames established by law.

III. REFERENCES

- California Code of Regulations, Title 9, §§ 1810.200, 1810.375, 1810.203.5, 1810.216.2, 1812.218.1, 1850.205 – 1850.208
- Code of Federal Regulations, Title 42, §§ 438.400 – 438.424
- MHP Contract, Exhibit A, Attachment I, Sections 7 and 15
- DMH Letter 05-03

IV. DEFINITIONS

"Action" means:

- A. A determination that medical necessity criteria have not been met and the beneficiary is not entitled to any Specialty Mental Health Service (SMHS)
- B. A denial, modification or reduction of a provider's request for authorization prior to the delivery of the service
- C. A denial, modification, reduction or termination of a provider's request for payment authorization after the service after the service was provided
- D. A failure to act within the timeframes for resolution of grievances, appeals, or expedited appeals
- E. A failure to provide a specialty mental health service within the timeframe established by the MHP

4.07 Grievances, Appeals & Expedited Appeals

Page 2 of 6

“Appeal” means:

- A. A request by a beneficiary or representative for review of an Action
- B. A request by a beneficiary or representative for review of SLOBH's determination to deny or modify a beneficiary's request for a covered SMHS
- C. A request by a beneficiary or representative for review of the timeliness of the delivery of SMHS
- D. A request by a contractor provider for review of client record review findings that resulted in the disallowance of paid claims

“Expedited Appeal”:

The accelerated resolution of an appeal when SLOBH determines or the beneficiary and/or the beneficiary's provider certifies that following the timeframe for an appeal would seriously jeopardize the beneficiary's life, health, or ability to attain, maintain, or regain maximum function.

“Grievance” means:

A beneficiary's verbal or written expression of dissatisfaction about any matter other than a matter covered by an appeal

V. PROCEDURE

A. Beneficiary Informing

1. Information regarding the problem resolution processes will be provided to clients at the beginning of services and upon request thereafter.
2. The Beneficiary Handbook, *Guide to Mental Health Services*, contains detailed information about the processes and will be available at all certified sites and through the 24/7 Central Access line at: 800-838-1381.
3. SLOBH will post Client Information Centers at each certified site, which will contain notices explaining grievance, appeal, and expedited appeal processes to ensure that the information is readily available to both beneficiaries and staff.
4. Consumer Request Forms and postage paid, self-addressed envelopes will be available in each Client Information Center. Clients are able to obtain, complete and return a Consumer Request Forms without having to make a verbal or written request to anyone.

B. General Provisions

1. A beneficiary may authorize another person to act on the beneficiary's behalf, including the Mental Health care provider in an appeal or expedited appeal. The beneficiary's legal representative may use the grievance/appeal/expedited appeal processes on the beneficiary's behalf.

2. All grievances/appeals/expedited appeals will be directed to the Patients' Rights Advocate (PRA) for logging and assistance.
3. A beneficiary or a provider will not be subject to discrimination or any other penalty or punitive action for filing a grievance/appeal/expedited appeal
4. All grievances/appeals/expedited appeals will be resolved in a confidential manner that respects the rights and dignity of the beneficiary.
5. The PRA will present problem resolution issues to the Quality Support Team (QST) Committee a quarterly basis (more frequently if needed) for quality improvement purposes. The QST Committee will forward concerns to the Behavioral Health Administrator as needed to effect system changes.

C. Filing a Grievance/Appeal/Expedited Appeal

1. Appeals and expedited appeals must be filed within 90 days of the action that is being appealed.
2. Grievances will be filed orally or in writing.
3. Appeals will be initially filed orally or in writing. An oral appeal will be followed up in writing by the beneficiary.
4. Expedited appeals will be filed orally without requiring that the request be followed by a written appeal.
5. The Consumer Request Form will be available for written submission of grievances/appeals/expedited appeals.
6. The PRA will, at the beneficiary's request, assist with these filing processes. Assistance will include, but not be limited to, help writing the grievance/appeal/expedited appeal on a Consumer Request Form.
7. The date of the initial oral or written submission starts the disposition timeline.
8. If SLOBH denies a beneficiary's request for expedited appeal resolution, the PRA will:
 - Resolve the issue as a standard appeal
 - Make reasonable efforts to promptly notify the beneficiary and/or representative of the denial of the request for an expedited appeal

- Provide written notice within two calendar days of the date of the denial

D. Grievance/Appeal Log and Confirmation of Receipt

1. The PRA will record each grievance/appeal/expedited appeal in a Grievance/Appeal Log within one working day of receipt. The log will contain all of the following:
 - Name of the beneficiary
 - Date of receipt of the grievance/appeal/expedited appeal
 - Nature of the problem
 - Persons responsible for resolution
 - Final dispositions (or reason for lack of disposition)
 - Date the written decision is sent to the beneficiary
2. The PRA will report de-identified data to DHCS from the log on an annual basis.
3. The PRA will retain the log for seven years.
4. The PRA will send written confirmation to the beneficiary within one working day of the receipt of the grievance/appeal/expedited appeal.

E. Timelines for Resolution

	Disposition and Notification Timeline*
Grievance	60 calendar days
Appeal	45 calendar days
Expedited Appeal	3 working days

1. If the grievance/appeal/expedited appeal is not resolved in the allotted timeframe, the PRA will notify the beneficiary and issue a NOA-D.
2. Timeframes may be extended by up to 14 calendar days if the beneficiary requests an extension or if SLOBH determines that there is a need for additional information and that the delay is in the beneficiary's interest.
3. If SLOBH extends the timeframes, the PRA shall, for any extension not requested by the beneficiary, notify the beneficiary of the extension and the reasons for the extension in writing.

F. Review process

4.07 Grievances, Appeals & Expedited Appeals

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1. SLOBH will allow the beneficiary and/or representative to examine the beneficiary's medical records and any other documents or records considered before and during the appeal process.
2. In an appeal or expedited appeal, SLOBH will provide the beneficiary with a reasonable opportunity to present evidence in person or in writing.
3. SLOBH will utilize staff who were not involved in any previous review or decision-making on the issue to review evidence and make decisions on grievances/appeals/expedited appeals.
4. If an appeal or expedited appeal is about a clinical issue, SLOBH will utilize staff with appropriate clinical expertise to review and make decisions on the appeal.

G. Notification of Disposition

1. The PRA will notify providers involved in the grievance/appeal/expedited appeal of the final disposition of the process.
2. The PRA will notify the beneficiary and/or his or her representative of the resolution of the grievance or appeal in writing. The notice will contain:
 - The results of the appeal resolution process
 - The date that the appeal decision was made
 - If an appeal is not resolved wholly in favor of the beneficiary, the notice shall also contain information regarding the beneficiary's right to a fair hearing and the procedure for filing for a fair hearing after the appeal process has been exhausted
3. In addition to written notification following an expedited appeal, the PRA will make reasonable efforts to provide oral notice to the beneficiary and/or his or her representative.

H. SLOBH will promptly provide or arrange and pay for the disputed services if the decision of the appeal resolution process reverses a decision to deny, limit or delay services.

I. Aid Paid Pending

1. SLOBH will provide "aid paid pending" (APP) services during the resolution of an appeal or expedited appeal to beneficiaries who have filed a timely appeal (10 days from the date the Notice Of Action (NOA) was mailed or 10 days from the date the NOA was personally given to the beneficiary).

4.07 Grievances, Appeals & Expedited Appeals

2. The beneficiary must either have an existing service authorization which has not lapsed and the service is being terminated, reduced, or denied for renewal by the MHP.

3. This action will permit a beneficiary to continue to receive their existing services until the period covered by the existing authorization expires, the date an appeal is resolved or a hearing decision is rendered, or the date on which the appeal is otherwise withdrawn or closed, whichever is earliest.

4. AAP services will be provided at no cost to the beneficiary.

VI. DOCUMENT HISTORY

Revision Date:	Section Revised:	Details of Revision:
11/18/2015	Purpose All	Added Purpose Combined Policies 4.02, 4.07, 4.08, 4.10
Prior Approval dates: 5/30/2009, 6/5/2010, 10/12/2015		

Signature on File	11/18/2015
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Approved by: Anne Robin, LMFT Behavioral Health Administrator Date

Fair Hearing Process

San Luis Obispo County Behavioral Health Department
Mental Health Services

Page 1 of 3
Effective Date: 11/19/2015

4.09 Fair Hearing Process

I. PURPOSE

To ensure that all Medi-Cal beneficiaries are informed of and have access to effective problem resolution processes

To clarify that a fair hearing is the last stage in the problem resolution process and is available when a beneficiary has exhausted the SLOBH's problem resolution process

II. POLICY

San Luis Obispo County Behavioral Health (SLOBH) department will implement a problem resolution process that enables each beneficiary to resolve problems or concerns about any issue related to SLOBH's performance of its duties.

SLOBH will inform beneficiaries of the availability of the fair hearing process and how to file for a Fair hearing. SLOBH will assist beneficiaries with filling upon request.

III. REFERENCES

- California Code of Regulations, Title 9, §§1810.216.4, 1810.216.6 1850.205, 1850.207, 1850.210 –1850.215,
- California Code of Regulations, Title 22, §§51014.1 – 51014.2, 50951 – 50955
- Welfare & Institutions Code §§10950 – 10965
- Code of Federal Regulations, Title 42, §§438.400 – 438.424
- MHP Contract, Exhibit A, Attachment I, Sections 7 and 15
- DMH Letter No. 05-03

Policy 4.07 Grievances, Appeals and Expedited Appeals
Policy 3.30 Notices of Action

IV. DEFINITIONS

"Fair Hearing" means the State hearing provided to beneficiaries. A Fair Hearing is an independent review of requests for Specialty Mental Health Services (SMHS) conducted by the California Department of Social Services to ensure beneficiaries receive the services to which they are entitled under the Medi-Cal program. A request for fair hearing is the final level of review for an appeal.

"Expedited Fair Hearing" means a fair hearing that can be used when the mental health plan determines or the beneficiary and/or the beneficiary's provider certifies that that following the timeframe for a fair hearing would seriously jeopardize the beneficiary's life, health, or ability to attain, maintain, or regain maximum function.

V. PROCEDURE

A. Beneficiary Informing

1. Information regarding the problem resolution processes will be provided to clients at the beginning of services and upon request thereafter.
2. The Beneficiary Handbook, *Guide to Mental Health Services*, contains detailed information about the appeal and fair hearing processes and will be available at all certified sites and through the 24/7 Central Access line at: 800-838-1381.
3. SLOBH will post Client Information Centers at each certified site, which will contain notices explaining appeal and expedited appeal processes to ensure that the information is readily available to both beneficiaries and staff.
4. The second page of the Notice of Action (NOA) explains how to file for a fair hearing. An NOA will be sent to each beneficiary when SLOBH takes any action that could result in an appeal. Refer to Policy 3.30 *Notices of Action* for detail. However, requests for fair hearing may be filed even if no Notice of Action was received.
5. The SLOBH Patients' Rights Advocate (PRA) will notify the beneficiary and/or his or her representative of the resolution of the grievance or appeal in writing. If an appeal is not resolved wholly in favor of the beneficiary, the notice shall also contain information regarding the beneficiary's right to a fair hearing and the procedure for filing for a fair hearing. Refer to Policy 4.07 *Grievances, Appeals and Expedited Appeals* for detail.

B. General Provisions

1. A beneficiary may authorize another person to act on the beneficiary's behalf.
2. All fair hearing requests will be directed to the PRA for logging and assistance. The PRA will, at the beneficiary's request, assist with the filing process. Assistance will include, but not be limited to, help writing the fair hearing request.
3. A beneficiary or a provider will not be subject to discrimination or any other penalty or punitive action for filing a fair hearing request.
4. All fair hearing requests will be resolved in a confidential manner that respects the rights and dignity of the beneficiary.
5. The PRA will present problem resolution issues to the Quality Support Team (QST) Committee a quarterly basis (more frequently if needed) for quality improvement purposes. The QST Committee will forward

concerns to the Behavioral Health Administrator as needed to effect system changes.

C. Fair Hearing

1. The Managed Care Program Supervisor will represent SLOBH as the Fair Hearing Officer in the fair hearing, and will present evidence for the action taken by SLOBH.
2. SLOBH will promptly implement the terms of the fair hearing if the decision of the Administrative Law Judge or other hearing officer reverses the previous action taken by SLOBH.

D. Aid Paid Pending

1. SLOBH will provide "aid paid pending" (APP) services during the resolution of a fair hearing to beneficiaries who have filed a timely fair hearing request (10 days from the date the NOA was mailed or 10 days from the date the NOA was personally given to the beneficiary).
2. The beneficiary must have an existing service authorization which has not lapsed and the service is being terminated, reduced, or denied for renewal by SLOBH.
3. This action will permit a beneficiary to continue to receive their existing services until the period covered by the existing authorization expires, a hearing decision is rendered, or the appeal is withdrawn or closed, whichever is earliest.
4. AAP services will be provided at no cost to the beneficiary.

Revision Date:	Section Revised:	Details of Revision:
11/16/2015	All	Reformatted, simplified procedure
Prior Approval dates: 5/30/2009, 6/5/2012, 10/12/2012		

Signature on File	11/19/2015
Approved by: Anne Robin, LMFT Behavioral Health Administrator	Date

Attachment D. Behavioral Health Referral Form

Sample Behavioral Health Referral Form

Name: MH CLIENT, FICTIONAL 01	Case#: 400001	Page: 1 of 6
Type: BH Referral Form		Date: 05/24/2016
Printed on 05/24/2016 at 03:31 PM		(Draft)

San Luis Obispo County Behavioral Health Department Behavioral Health Referral Form

Referral Date: _____
Program Initiating Referral: _____
Program Receiving Referral: _____
Contact Person at Receiving Program: _____
Contact Person's Phone: _____
Referral discussed with the contact person? Yes No
Assignment made to contact person/receiving program subunit? Yes No

Reason for Referral:

Comments/Special Considerations (Describe any additional factors the receiving program should consider, such as current potential for violence or self injury):

Signature of Staff Making Referral:

Name: _____	Date: _____	Time: _____	Pending
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Program Supervisor Approving Referral:

Name: _____	Date: _____	Time: _____	Pending
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Staff Processing Referral:

Name: _____	Date: _____	Time: _____	Pending
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Receiving Program Comments:

Is the referral appropriate? Yes No
Is the referral accepted? Yes No

Name: MH CLIENT, FICTIONAL 01	Case#: 400001	Page: 2 of 6
Type: BH Referral Form		Date: 05/24/2016
Printed on 05/24/2016 at 03:31 PM		(Draft)

Comments by receiving program:

Signature of Staff Accepting the Referral:

Name: _____ Date: _____ Time: _____ Pending

Form BHCBOREF; Version 1.01; 4/10/2013

Name: MH CLIENT, FICTIONAL 01	Case#: 400001	Page: 3 of 6
Type: BH Referral Form		Date: 05/24/2016
Printed on 05/24/2016 at 03:31 PM		(Draft)

San Luis Obispo County Behavioral Health Department

Full Service Partnership Referral

Youth FSP Yes No

- SED/SMI or 1st psychotic break or parent w/ SMI/drug abuse
- High user of MH or medical services due to MH symptoms
- Current/past multiple foster placements or aged/aging out
- At risk of/removed from home or moving to lower level care
- Homeless or at risk of homelessness
- Current/past justice system or law enforcement involvement
- New to MH; not served in past
- Co-occurring substance use/abuse issues
- Serious academic problems/failing grades/ERMHS eligible
- Exposed to violence; friends or family killed; family hx SMI
- Underserved/unserved, including uninsured/indigent
- Member of a minority or disadvantaged group

TAY FSP Yes No

- SED/SMI or 1st psychotic break or parent w/ SMI/drug abuse
- High user of MH or medical services due to MH symptoms
- Current/past multiple foster placements or aged/aging out
- D/C from RCL 10+/CTF/IMD/State Hospital, or Probation Camp
- Homeless or at risk of homelessness
- Current/past justice system or law enforcement involvement
- New to MH; not served in past
- Co-occurring substance use/abuse issues
- Serious academic problems/failing grades/ERMHS eligible
- Aging out of ERMHS/Youth MH/CWS/juvenile justice system
- Exposed to violence; friends or family killed; family hx SMI
- Underserved/unserved, including uninsured/indigent
- Member of a minority or disadvantaged group

Adult FSP Yes No

- SMI, needs intensive SMHS due to hx/current functioning
- High user of MH or medical services due to MH symptoms
- Discharged from IMD within past 12 months
- Homeless or at risk of homelessness
- Current/past justice system or law enforcement involvement
- New to MH; not served in past
- Co-occurring substance use/abuse issues
- Serious vocational problems; at risk of/recently fired
- Underserved/unserved, including uninsured/indigent
- Member of a minority or disadvantaged group

Name: MH CLIENT, FICTIONAL 01	Case#: 400001	Page: 6 of 6
Type: BH Referral Form		Date: 05/24/2016
Printed on 05/24/2016 at 03:31 PM		(Draft)

San Luis Obispo County Behavioral Health Department

Transitions Mental Health Association Referral Yes No

Is the client currently homeless? Yes No

Is client at risk of homelessness? Yes No

Does the client meet MHSAs target population criteria? Yes No

Service Requested (specify):

Housing Case Management Supported Employment

Growing Grounds Farm

Wellness Center (specify):

Life House (North County) Hope House (SLO) Safe Haven (South County)

Other Specify

Other Referral: Yes No

Specify program:

Attachment E. List of Providers

Table of Providers

Title	FTE	Location
Division Manager	1.00	San Luis Obispo
Administrative Services Officer II	1.00	San Luis Obispo
DAS Program Supervisor	1.00	San Luis Obispo
DAS Program Supervisor	1.00	San Luis Obispo
MH Program Supervisor	1.00	San Luis Obispo
Administrative Services Officer I	1.00	San Luis Obispo
Administrative Services Officer I	1.00	San Luis Obispo
DAS Specialist II	1.00	San Luis Obispo
MH Therapist III	1.00	San Luis Obispo
MH Nurse Practitioner	0.75	San Luis Obispo
MH Nurse Practitioner	0.50	San Luis Obispo
DAS Specialist II	1.00	San Luis Obispo
DAS Specialist I	1.00	San Luis Obispo
DAS Specialist III	1.00	San Luis Obispo
DAS Specialist IV	1.00	San Luis Obispo
DAS Specialist II	1.00	San Luis Obispo
DAS Specialist II	1.00	San Luis Obispo
DAS Specialist II	1.00	San Luis Obispo
DAS Specialist III	1.00	San Luis Obispo
DAS Specialist III	1.00	San Luis Obispo
DAS Specialist II	1.00	San Luis Obispo
MH Therapist III	1.00	San Luis Obispo
DAS Specialist I	1.00	San Luis Obispo
DAS Case Manager	1.00	San Luis Obispo
DAS Worker	1.00	San Luis Obispo
MH Therapist IV	1.00	San Luis Obispo
DAS Program Supervisor	1.00	Paso Robles
DAS Specialist I	1.00	Paso Robles
DAS Specialist I	1.00	Paso Robles
DAS Worker I	1.00	Paso Robles
DAS Specialist I	1.00	Paso Robles
DAS Specialist III	1.00	Paso Robles
DAS Specialist II	0.50	Paso Robles
DAS Specialist II	1.00	Paso Robles
MH Therapist IV	1.00	Paso Robles
MH Therapist III	1.00	Paso Robles
DAS Case Manager	1.00	Paso Robles
DAS Worker	0.50	Paso Robles
DAS Worker	0.50	Paso Robles
MH Therapist III	1.00	Paso Robles
Title	FTE	Location

DAS Specialist III	1.00	Jail
DAS Specialist I	1.00	Jail
DAS Specialist III	1.00	Jail
DAS Program Supervisor	1.00	Atascadero
DAS Specialist IV	1.00	Atascadero
DAS Specialist III	1.00	Atascadero
DAS Specialist III	1.00	Atascadero
DAS Specialist II	1.00	Atascadero
DAS Specialist II	1.00	Atascadero
DAS Specialist I	1.00	Atascadero
DAS Specialist III	1.00	Atascadero
DAS Specialist IV	1.00	Atascadero
DAS Specialist II	1.00	Atascadero
DAS Specialist II	1.00	Atascadero
DAS Case Manager	1.00	Atascadero
Psych Tech	1.00	Atascadero
DAS Program Supervisor	1.00	Grover Beach
DAS Specialist III	1.00	Grover Beach
DAS Worker I	1.00	Grover Beach
DAS Specialist IV	1.00	Grover Beach
DAS Specialist I	1.00	Grover Beach
DAS Specialist II	1.00	Grover Beach
DAS Specialist III	1.00	Grover Beach
DAS Specialist I	1.00	Grover Beach
DAS Specialist I	1.00	Grover Beach
DAS Specialist II	1.00	Grover Beach
DAS Specialist I	1.00	Grover Beach
DAS Specialist III	1.00	Grover Beach
DAS Case Manager	1.00	Grover Beach
Psych Tech	1.00	Grover Beach
MH Therapist III	1.00	Jail
MH Therapist III	1.00	Forensics
DAS Specialist III	1.00	Forensics
MH Therapist IV	1.00	Jail
MH Therapist III	1.00	Forensics
MH Therapist III	1.00	Jail
DAS Specialist III	1.00	Forensics
MH Therapist IV	1.00	Jail
MH Therapist III	1.00	Forensics
MH Therapist III	1.00	Forensics
MH Therapist III	1.00	Forensics
DAS Specialist I	1.00	Forensics
MH Therapist II	0.50	Forensics
MH Therapist IV	1.00	Forensics
MH Worker	1.00	Forensics
Women and Children Residential Facility	n/a	Contracted Provider
Methadone and Narcotic Replacement Therapy Clinic	n/a	Contracted Provider
MH Program Supervisor	1.00	Youth Treatment
Title	FTE	Location

DAS Specialist II	0.50	Youth Treatment
DAS Specialist III	1.00	Youth Treatment
DAS Specialist II	1.00	Youth Treatment
DAS Specialist II	1.00	Youth Treatment
MH Therapist IV	0.50	Youth Treatment
MH Therapist III	1.00	Youth Treatment
MH Therapist III	1.00	Youth Treatment
DAS Specialist III	1.00	Youth Treatment
DAS Specialist II	1.00	Youth Treatment

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