

**AGREEMENT FOR SERVICES #6527  
AMENDMENT I**

Drug Medi-Cal Organized Delivery System (DMC-ODS) Services

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This First Amendment to that Agreement for Services #6527, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") Shamanic Living Center, Inc., a California Non-profit Corporation, duly qualified to conduct business in the State of California, doing business as Recovery In Action, whose principal place of business is 484 Pleasant Valley Road, Suite 4, Diamond Springs, California 95619 (hereinafter referred to as "Provider");

**RECITALS**

**WHEREAS**, Provider has been engaged by County to provide Drug Medi-Cal Organized Delivery System Services (DMC-ODS), in accordance with Agreement for Services #6527, dated July 26, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, Provider has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in **ARTICLE I, Responsibilities and Services**, that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, the parties hereto desire to amend the Agreement to replace the Case Management service component language included in **ARTICLE I, Responsibilities and Services**, with updated service component language of Care Coordination, and replace **Exhibit 3**, marked "Case Management" with **Amended Exhibit 3** marked "Care Coordination" incorporated herein and made by reference a part hereof and to adding **Exhibit 8**, marked "Recovery Services" incorporated herein and made by reference a part hereof;;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date for one (1) additional year, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$50,000, for a new not-to exceed amount of \$285,000, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE IV, Compensation for Services**;

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE V, Maximum Obligation** and to amend the funding table to include the additional funds provided herein this Amendment in **ARTICLE VI, Federal Funding Notification**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the Conflict of Interest language, amending **ARTICLE XXIV, Conflict of Interest**, and adding **Exhibit 16**, marked “California Levine Act Statement” incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto desire to add **ARTICLE XXXIX, Executive Order N-6-22 – Russia Sanctions**;

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this First Amendment to that Agreement #6527.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Provider mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- 1) **Exhibit 3** to the Agreement, marked “Case Management” is hereby replaced in its entirety with **Amended Exhibit 3** marked “Care Coordination” incorporated herein and made by reference a part hereof. All references to Exhibit 3 throughout the Agreement shall be deemed to refer to Amended Exhibit 3.
  
- 2) **ARTICLE I, Responsibilities and Services**, is hereby amended as follows:

The Case Management service component language included in in **Section 17, Progress Notes** and **Section 18, Continuing Services** is replaced with the updated component language of Care Coordination. This language change was adopted by the California Department of Health Care Services (DHCS), as reflected in Behavioral Health Information Notice No.: 21-075 dated December 17, 2021, and is amended to read as follows:

**17. Progress Notes:**

- A. Progress notes shall be legible and completed as follows:
  1. For outpatient services, Naltrexone treatment services, and recovery services, each individual and group session, the LPHA or counselor who conducted the counseling session or provided the service shall record a progress note for each beneficiary who participated in the counseling session or treatment service.
    - a. The LPHA or counselor shall type or legibly print their name, and sign and date the progress note within seven (7) calendar days of the counseling session. The signature shall be adjacent to the typed or legibly printed name.

- b. Progress notes are individual narrative summaries and shall include all of the following:
  - i. The topic of the session or purpose of the service.
  - ii. A description of the beneficiary's progress on the treatment plan problems, goals, action steps, objectives, and/or referrals.
  - iii. Information on the beneficiary's attendance, including the date, start and end times of each individual and group counseling session or treatment service.
  - iv. Identify if services were provided in-person, by telephone, or by telehealth.
  - v. If services were provided in the community, identify the location and how the provider ensured confidentiality.
- B. For intensive outpatient services and residential treatment services, the LPHA or counselor shall record, at a minimum, one progress note, per calendar week, for each beneficiary participating in structured activities including counseling sessions or other treatment services.
  - 1. The LPHA or counselor shall type or legibly print their name, and sign and date progress notes within the following calendar week. The signature shall be adjacent to the typed or legibly printed name.
  - 2. Progress notes are individual narrative summaries and shall include all of the following:
    - a. A description of the beneficiary's progress on the treatment plan, problems, goals, action steps, objectives, and/or referrals.
    - b. A record of the beneficiary's attendance at each counseling session including the date, start and end times and topic of the counseling session.
    - c. Identify if services were provided in-person, by telephone, or by telehealth.
    - d. If services were provided in the community, identify the location and how the provider ensured confidentiality.
- C. For each beneficiary provided care coordination services, the LPHA or counselor who provided the treatment service shall record a progress note.
  - 1. The LPHA or counselor shall type or legibly print their name, and sign and date the progress note within seven (7) calendar days of the care coordination service. The signature shall be adjacent to the typed or legibly printed name.
  - 2. Progress notes shall include all of the following:
    - a. Beneficiary's name.
    - b. The purpose of the service.
    - c. A description of how the service relates to the beneficiary's treatment plan problems, goals, action steps, objectives, and/or referrals.
    - d. Date, start and end times of each service.
    - e. Identify if services were provided in-person, by telephone, or by telehealth.
    - f. If services were provided in the community, identify the location and how the provider ensured confidentiality.

- D. For physician consultation services, additional medication assisted treatment, and withdrawal management, the Medical Director or LPHA working within their scope of practice who provided the treatment service shall record a progress note and keep in the beneficiary's file.
1. The Medical Director or LPHA shall type or legibly print their name, and sign and date the progress note within seven (7) calendar days of the service. The signature shall be adjacent to the typed or legibly printed name.
  2. Progress notes shall include all of the following:
    - a. Beneficiary's name.
    - b. The purpose of the service.
    - c. Date, start and end times of each service.
    - d. Identify if services were provided face-to-face, by telephone or by telehealth.

**18. Continuing Services:**

- A. Continuing services shall be justified as shown below:
1. For outpatient services, intensive outpatient services, Naltrexone treatment, and care coordination:
    - a. For each beneficiary, no sooner than five (5) months and no later than six (6) months after the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the LPHA or counselor shall review the beneficiary's progress and eligibility to continue to receive treatment services and recommend whether the beneficiary should or should not continue to receive treatment services at the same level of care.
    - b. For each beneficiary, no sooner than five (5) months and no later than six (6) months after the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the Medical Director or LPHA shall determine medical necessity for continued services for the beneficiary. The determination of medical necessity shall be documented by the Medical Director or LPHA in the beneficiary's individual patient record and shall include documentation that all of the following have been considered:
      - i. The beneficiary's personal, medical and substance use history.
      - ii. Documentation of the beneficiary's most recent physical examination.
      - iii. The beneficiary's progress notes and treatment plan goals.
      - iv. The LPHA's or counselor's recommendation pursuant to Paragraph (i) above.
      - v. The beneficiary's prognosis.
      - vi. The Medical Director or LPHA shall type or legibly print their name, and sign and date the continuing services information when completed. The signature shall be adjacent to the typed or legibly printed name.
  2. If the Medical Director or LPHA determines that continuing treatment services for the beneficiary is not medically necessary, the Provider shall discharge the beneficiary from the current Level of Care (LOC) and transfer to the appropriate services.
  3. Residential services length of stay shall be in accordance with County procedures for request of authorized residential services and the Intergovernmental Agreement #21-10027.

3) **ARTICLE I, Responsibilities and Services**, is also hereby amended as follows:

**Section 3., Scope of Services** is updated to add the following:

I. Recovery Services, as described in **Exhibit 8**, marked “Recovery Services,” incorporated herein and made by reference a part hereof. All Recovery Services and provided pursuant to this Agreement shall be performed in accordance with all other parts and sections included in **ARTICLE I, Responsibilities and Services** in the Agreement.

4) **ARTICLE II, Term** is hereby amended to read as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall continue through June 30, 2024.

5) **ARTICLE IV, Compensation for Services** is hereby amended to read as follows:

**ARTICLE IV**

**Compensation for Services:** For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with the following:

<b>Rates</b>			
<b>Description</b>	<b>Units of Service</b>	<b>Rate Amount Per Unit</b>	<b>Rate Amount Per Minute</b>
Outpatient Services- Individual Counseling	Per 15 Minutes	\$12.35	\$0.82
Outpatient Services- Group Counseling	Per 15 Minutes	\$12.35	\$0.82
Intensive Outpatient- Individual Counseling	Per 15 Minutes	\$12.35	\$0.82
Intensive Outpatient – Group Counseling	Per 15 Minutes	\$12.35	\$0.82
Intensive Outpatient – Patient Education	Per 15 Minutes	\$12.35	\$0.82
Case Management Services	Per 15 Minutes	\$12.35	\$0.82

"Unit of Service" means a contact on a calendar day for outpatient drug free, intensive outpatient treatment and residential treatment services.

DMC-ODS claims may be submitted with either minutes or fractional units of service in accordance with the DHCS DMC Provider Billing Manual.

<i>Substance Abuse Tests</i>	<i>Rates Per Test</i>
<b>Instant UA (14 panel drugs only).</b> Tests for Amphetamine (AMP1000 or AMP300), Barbiturates (BAR), Benzodiazepines (BZO), Buprenorphine (BUP), Cocaine Metabolite (COC150 or COC300), Marijuana (THC), MDMA (Ecstasy), Methadone (MTD), Methamphetamine (M-AMP), Morphine (MOP300), Opiates (OPI2000), Oxycodone (OXY), Phencyclidine (PCP), Propoxyphene (PPX) and Tricyclic Antidepressants (TCA).	\$40.00
<b>ETG (sent to the lab).</b> Alcohol, ETG 80 Hour	\$35.00
<b>Lab confirmation.</b> Positive tests for Tests for Amphetamine (AMP1000 or AMP300), Barbiturates (BAR), Benzodiazepines (BZO), Buprenorphine (BUP), Cocaine Metabolite (COC150 or COC300), Marijuana (THC), MDMA (Ecstasy), Methadone (MTD), Methamphetamine (M-AMP), Morphine (MOP300), Opiates (OPI2000), Oxycodone (OXY), Phencyclidine (PCP), Propoxyphene (PPX) and Tricyclic Antidepressants (TCA).	\$20.00 for each drug needing confirmation
<b>UA/ETG Combo (10 panel including ETG) Lab test.</b> Tests for Amphetamine, Barbiturates, Benzodiazepines, Cocaine Metabolite, Creatinine, Alcohol (80hr ETG), Opiates, Oxycodone, Phencyclidine (PCP), and Marijuana (THC).	\$60.00
<b>Hair Test.</b> 5 Panel. Hair tests will go back 90 days and provide a positive or negative result for Opiates, Cocaine, Marijuana, Methamphetamine, and Benzodiazepines. Hair needs to be at least 10cm in length to perform this test.	\$125.00
<b>Nail Testing.</b> On-site test(s): 5 Panel  <u>Amphetamines</u> – amphetamine, methamphetamine, MDMA, MDEA, MDA, <u>Cannabinoids</u> – THC (marijuana), <u>Cocaine</u> – norcocaine, benzoylecgonine, <u>Opiates</u> – codeine, hydrocodone, hydromorphone, morphine, oxymorphone, oxycodone, <u>Phencyclidine</u> – PCP.	\$150.00
Client Progress Reports. Upon Program Coordinator’s request and/or no later than thirty (30) days after the end of each second service month, Contractor shall provide the Program Coordinator, at no charge to the County, with a brief written progress report outlining the primary issues being addressed with each Client, their progress, and ongoing treatment goals.	No Charge

For the period beginning with the effective date of this First Amendment and continuing through the remaining term of the Agreement, the Amended Rates for services provided herein shall be in accordance with the following:

<b>Amended Rates</b>			
<b>Description</b>	<b>Units of Service</b>	<b>Rate Amount Per Unit</b>	<b>Rate Amount Per Minute</b>
Outpatient Services-Individual Counseling	Per 15 Minutes	\$12.35	\$0.82
Outpatient Services- Group Counseling	Per 15 Minutes	\$12.35	\$0.82
Intensive Outpatient-Individual Counseling	Per 15 Minutes	\$12.35	\$0.82
Intensive Outpatient – Group Counseling	Per 15 Minutes	\$12.35	\$0.82
Intensive Outpatient – Patient Education	Per 15 Minutes	\$12.35	\$0.82
Care Coordination Services	Per 15 Minutes	\$12.35	\$0.82
Recovery Services- Individual Counseling	Per 15 Minutes	\$12.35	\$0.82
Recovery Services- Group Counseling	Per 15 Minutes	\$12.35	\$0.82
Recovery Services- Care Coordination	Per 15 Minutes	\$12.35	\$0.82
Recovery Services- Recovery Monitoring	Per 15 Minutes	\$12.35	\$0.82
Recovery Services- Relapse Prevention	Per 15 Minutes	\$12.35	\$0.82

"Unit of Service" means a contact on a calendar day for outpatient drug free, intensive outpatient treatment and residential treatment services.

DMC-ODS claims may be submitted with either minutes or fractional units of service in accordance with the DHCS DMC Provider Billing Manual.

<b><i>Substance Abuse Tests</i></b>	<b><i>Rates Per Test</i></b>
<b>Instant UA (14 panel drugs only).</b> Tests for Amphetamine (AMP1000 or AMP300), Barbiturates (BAR), Benzodiazepines (BZO), Buprenorphine (BUP), Cocaine Metabolite (COC150 or COC300), Marijuana (THC), MDMA (Ecstasy), Methadone (MTD), Methamphetamine (M-AMP), Morphine (MOP300), Opiates (OPI2000), Oxycodone (OXY), Phencyclidine (PCP), Propoxyphene (PPX) and Tricyclic Antidepressants (TCA).	\$40.00
<b>ETG (sent to the lab).</b> Alcohol, ETG 80 Hour	\$35.00

<i>Substance Abuse Tests</i>	<i>Rates Per Test</i>
<b>Lab confirmation.</b> Positive tests for Tests for Amphetamine (AMP1000 or AMP300), Barbiturates (BAR), Benzodiazepines (BZO), Buprenorphine (BUP), Cocaine Metabolite (COC150 or COC300), Marijuana (THC), MDMA (Ecstasy), Methadone (MTD), Methamphetamine (M-AMP), Morphine (MOP300), Opiates (OPI2000), Oxycodone (OXY), Phencyclidine (PCP), Propoxyphene (PPX) and Tricyclic Antidepressants (TCA).	\$20.00 for each drug needing confirmation
<b>UA/ETG Combo (10 panel including ETG) Lab test.</b> Tests for Amphetamine, Barbiturates, Benzodiazepines, Cocaine Metabolite, Creatinine, Alcohol (80hr ETG), Opiates, Oxycodone, Phencyclidine (PCP), and Marijuana (THC).	\$60.00
<b>Hair Test.</b> 5 Panel. Hair tests will go back 90 days and provide a positive or negative result for Opiates, Cocaine, Marijuana, Methamphetamine, and Benzodiazepines. Hair needs to be at least 10cm in length to perform this test.	\$125.00
<b>Nail Testing.</b> On-site test(s): 5 Panel  <u>Amphetamines</u> – amphetamine, methamphetamine, MDMA, MDEA, MDA, <u>Cannabinoids</u> – THC (marijuana), <u>Cocaine</u> – norcocaine, benzoylecgonine, <u>Opiates</u> – codeine, hydrocodone, hydromorphone, morphine, oxymorphone, oxycodone, <u>Phencyclidine</u> – PCP.	\$150.00
Client Progress Reports. Upon Program Coordinator’s request and/or no later than thirty (30) days after the end of each second service month, Contractor shall provide the Program Coordinator, at no charge to the County, with a brief written progress report outlining the primary issues being addressed with each Client, their progress, and ongoing treatment goals.	No Charge

A. **Invoices:** For services provided herein, Provider shall submit invoices, along with written treatment authorization, if applicable, for services fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Provider provides services in accordance with ARTICLE I, Responsibilities and Services, Section 3, Scope of Services. For all satisfactory services provided herein, County agrees to pay Provider monthly in arrears and within forty-five (45) days following County receipt and approval of itemized invoice(s) detailing services rendered and the date(s) services were rendered. County may withhold or delay any payment if Provider fails to comply with any provision of this Agreement.

County shall not pay for any invoices for AB 109 funded treatment services, additional care coordination services, recovery residences services, residential, SABG funded services, or



withdrawal management services that have not been approved in writing by the Contract Administrator or designee, incomplete services, “no show” cancellations, telephone calls or for the preparation of progress reports.

**Two-Step Process (*Drug Medi-Cal Services*):** Provider shall upload to County’s Secured File Transfer Protocol (SFTP) server an Excel data file **and** draft invoice to County for payment.

Step 1: Provider shall submit an Excel data file with columns as identified below. To avoid federal and state HIPAA violations, County requires that Providers submit client's protected private health information (PHI) via the County's SFTP server, or by using a secured and encrypted email protocol in compliance with HIPAA security regulations. To gain access the County's SFTP server, please email: [dmc-odsinvoices@edcgov.us](mailto:dmc-odsinvoices@edcgov.us).

The Excel data file shall include the following information:

1. First Name
2. Last Name
3. Client Address
4. Date of Birth
5. CIN #
6. Diagnosis
7. Admission Date
8. Date of Service
9. Practitioner Name
10. Units/Duration
11. Billed Amount

Step 2: County will perform a review and approval of the submitted Excel data file and notify Provider of services approved for billing. Upon approval by County, Provider shall follow Invoice Submittal/Remittance instructions below detailing services approved for billing.

Invoice Submittal/Remittance (*All Services*): Invoices shall be emailed to [BHinvoice@edcgov.us](mailto:BHinvoice@edcgov.us), or as otherwise directed in writing by County. Invoices must include the following information:

1. County Issued Agreement Number
2. Provider Name & Address
3. Service Month
4. Invoice Total
5. Service Totals (Units & Cost total per service code)
6. Provider Contact Information
7. Written Treatment Authorization (if applicable)

A. Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental Invoices shall follow the

two-step process as defined herein above. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe. Written treatment authorization shall be submitted with invoices.

1. For those situations where a service is disallowed by County on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31 of the subsequent year, must be submitted in writing and must be approved by HHSAs's Agency Chief Fiscal Officer.

Denied Invoices: DMC payments shall be made in the amount of the Provider's total claim, minus the amount of denied services. County will submit to Provider the amount of denials received for the prior months' services, as identified on documents received from the State. Provider shall make adjustment for denials on Provider's next submitted invoice.

- 6) **ARTICLE V, Maximum Obligation**, is hereby amended to read as follows:

**ARTICLE V**

**Maximum Obligation:** For the period beginning with the effective date of this Amendment, the total obligation for services provided during the term of this Agreement are stated herein below:

Other (DMC w/ FFP, Realignment): \$225,000  
SABG Adolescent and Youth: \$10,000  
SABG Disc: \$20,000  
AB109 Funding: \$30,000

**Total Maximum Contractual Obligation:** For the period beginning with the effective date of this Amendment, the total maximum obligation shall not exceed \$285,000, inclusive of all costs and expenses for the term of the Agreement.

- 7) **ARTICLE VI – Federal Funding Notification**, is hereby amended to read as follows:

**ARTICLE VI**

**Federal Funding Notification:** The Federal Funding Subrecipient Information table is amended to read as follows:

<b>Federal Funding Subrecipient Information</b>		
<b>Provider:</b>	<b>Recovery In Action</b>	<b>UEI #: QEC3PMS24A73</b>
<b>Award Term:</b>	<b>Upon execution – 6/30/2024</b>	<b>EIN #: 68-2096380</b>
<b>Total Federal Funds Obligated: Up to \$285,000</b>		

Federal Award Information			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
93.778		06/01/2019	Drug Medi-Cal Organized Delivery System Services (DMC-ODS)
93.959		07/01/2021	Substance Abuse Prevention and Treatment Block Grant (SABG)
<b>Project Description:</b>	Substance Use Disorder Treatment Services for referred clients by the County of El Dorado, Health and Human Services Agency		
<b>Awarding Agency:</b>	California Department of Health Care Services		
<b>Pass-through Entity</b>	County of El Dorado, Health and Human Services Agency		
<b>Indirect Cost Rate or de minimus</b>	Indirect Cost Rate:	De minimus <input checked="" type="checkbox"/>	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	

8) **ARTICLE XXIV, Conflict of Interest**, is hereby amended to read as follows:

**ARTICLE XXIV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Provider and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Provider covenants that during the term of this Agreement neither it, or any officer or employee of the Provider, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Provider becomes aware of a conflict of interest related to this Agreement, Provider shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled “Default, Termination and Cancellation.”

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Provider shall complete and sign the attached **Exhibit 16**, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by Provider, if any, to any officer of County.

- 9) **ARTICLE XXXIX, Executive Order N-6-22 – Russia Sanctions** is hereby added to read as follows:

**ARTICLE XXXIX**

**Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Provider is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Provider advance written notice of such termination, allowing Provider at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

Except as herein amended, all other parts and sections of that Agreement #6527 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Salina Drennan  
Alcohol and Drug Programs Division Manager  
Health and Human Services Agency

Dated: \_\_\_\_\_

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_

Olivia Byron-Cooper, MPH  
Interim Director  
Health and Human Services

Dated: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #6527 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_  
Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

-- RECOVERY IN ACTION --

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Michael J. Shepard  
Chief Executive Officer  
"Provider"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Curtis D. Ludwick  
Corporate Secretary  
"Provider"

## CARE COORDINATION

### 1. **Licensing and Certification Requirement:**

- a) Provider shall have and maintain a currently active Drug Medi-Cal (DMC) certification by California Department of Health Care Services (DHCS); and
- b) Provider shall have been designated by as capable of delivering care consistent with the DHCS American Society of Addiction Medicine (ASAM) treatment criteria.

### 2. **Care Coordination:** This section supersedes in part with MHSUDS Information Notice No. 17-045 regarding the Healthcare Common Procedure Coding System (HCPCS) codes for claiming Case Management.

- a) Care Coordination was previously referred as “Case Management” for the years 2015-2021.
- b) Adopted in the California Advancing and Innovating Medi-Cal (CalAIM) initiative by the DHCS, as reflected in Behavioral Health Information Notice No.: 21-075 dated December 17, 2021 <https://www.dhcs.ca.gov/Documents/BHIN-21-075-DMC-ODS-Requirements-for-the-Period-2022-2026.pdf>, Case Management was replaced with the service component title of “Care Coordination”.
- c) Care Coordination shall be provided in conjunction with all levels of treatment.
- d) Care Coordination consists of activities to provide coordination of substance use disorder (SUD) care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level.
- e) Care Coordination service components include one or more of the following:
  - i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
  - ii. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
  - iii. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

3. Care Coordination may also be delivered and claimed as a standalone service in a DMC-ODS County.

4. Services can be provided in clinical or non-clinical settings, including the community.

5. Services may be provided in-person, by telehealth, or by telephone.

6. Care Coordination services shall be provided with other SUD, physical, and/or mental health services in order to ensure a client-centered and whole-person approach to wellness.

## **RECOVERY SERVICES**

**Recovery Services**-means a DMC-ODS service designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level. Recovery Services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries.

1. Beneficiaries may receive Recovery services based on self-assessment or provider assessment of relapse risk. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD.
2. Recovery Services can be delivered and claimed as a standalone service, concurrently with other levels of care of a covered DMC-ODS services, or as a service delivered as part of these levels of care.
3. Recovery services include the following service components:
  - Assessment
  - Care coordination
  - Counseling (individual and group)
  - Family therapy: a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved on to remain in treatment. There may be times when, based on clinical judgement, the beneficiary is not present during the delivery of this services, but the service is for the direct benefit of the beneficiary.
  - Recovery monitoring: recovery coaching and monitoring designed for the maximum reduction of the beneficiary's SUD
  - Relapse prevention: includes interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary's SUD.
4. Recovery Services may be provided in person, by telehealth, or by telephone.



**Shamanic Living Center, dba Recovery in Action**  
**Exhibit 16**  
**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized individual

Shamanic Living Center, dba  
Recovery In Action

\_\_\_\_\_  
Type or write name of company

\_\_\_\_\_  
Type or write name of authorized individual