BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA

RESOLUTION _____

RESOLUTION APPROVING THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF LAKE AND PARTNERSHIP HEALTH PLAN OF CALIFORNIA AND AUTHORIZING THE BEHAVIORAL HEALTH SERVICES ADMINISTRATOR TO SIGN THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

RECITALS

WHEREAS, the parties previously entered into a Memorandum of Understanding (MOU) on or about September 2013 in order to fully describe the responsibilities of the County and of Partnership Health Plan of California (PHC) in the delivery of behavioral health services to Medi-Cal Beneficiaries who are served by both parties; and

WHEREAS, the parties now desire to amend the MOU to include changes to current contract terms; and

WHEREAS, the parties agree the effective date of the Amendment to the MOU is July 1, 2019; and

WHEREAS, the parties desire to amend the MOU to include changes to the supplemental substance abuse benefit; and

WHEREAS, the parties agree as of the effective date of the Amendment, the current Attachment D will be replaced with the new **Attachment D**, titled, "**Supplemental Substance Abuse Fee Schedule**"; and

WHEREAS, the parties agree to add **Section 9.18**, "**Compliance with Agreement**" to the Agreement which discusses possible administrative and/or financial sanctions and/or penalties against County if County is out of compliance with the original Agreement or any subsequent Amendments.

NOW THEREFORE, be it resolved by the Board of Supervisors of the County of Lake, State of California, that it finds, determines, and hereby declares that the foregoing recitals are true and correct and the Board of Supervisors hereby approves the Amendment to the Memorandum of Understanding between County of Lake and Partnership Health Plan of California and authorizes the Behavioral Health Services Administrator to sign said Memorandum of Understanding. A certified copy of this Resolution shall be delivered to the Lake County Auditor/Controller and two (2) certified copy of this Resolutions shall be delivered to Lake County Behavioral Health Services Department.

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THIS RESOLUTION was passed and adopted by the Board of Supervisors of the County of Lake at a regular meeting thereof on the _____day of _____ 2019, by the following vote:

AYES:_____NOES:_____ABSENT OR NOT VOTING:_____

COUNTY OF LAKE

By:_____
Chair, Board of Supervisors
Date: _____

ATTEST:
Carol J. Huchingson
Clerk of the Board of Supervisors

By:_____
Date: _____

APPROVED AS TO FORM:
Anita L. Grant
County Counsel

By: _____
Date: 5-24-19

AMENDMENT TO THE HEALTH CARE SERVICES AGREEMENT

Between

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

AND

HEALTHCARE SERVICES PROVIDER

This is an Amendment to the Health Care Services Agreement (the "**Agreement**") between Partnership HealthPlan of California, a public entity ("**PARTNERSHIP**") and **Lake County Behavioral Health,** hereinafter referred to as (the "**PROVIDER**").

WHEREAS, PARTNERSHIP and PROVIDER have previously entered into that certain Healthcare Services Agreement on September 1, 2013;

WHEREAS, PARTNERSHIP now desires to amend the Agreement for changes to the Supplemental Substance Abuse benefit and other contract terms effective as of July 1, 2019.

Now, therefore, in consideration of the mutual promises contained herein, PARTNERSHIP and PROVIDER agree to be legally bound as follows:

1. The Effective Date of this Amendment shall be July 1, 2019.

2. As of the Effective Date of this Amendment, Attachment D, Supplemental Substance Abuse Fee Schedule is deleted in its entirety and replaced with a new Attachment D, Supplemental Substance Abuse Fee Schedule.

3. Section 9.18, Compliance with Agreement, is added to the Agreement.

   Compliance with Agreement - If PARTNERSHIP determines that PROVIDER is in breach of this Agreement for failure to comply the terms of this Agreement, then PARTNERSHIP with good cause, upon written notice to the PROVIDER and in accordance with Section 9 of the Agreement may seek to impose an administrative and/or financial sanctions and/or penalties against PROVIDER due to non-compliance or failure to comply with applicable federal or state statutes, regulations, rules, contractual obligations, and as applicable, PHC policies and procedures as solely determined by PARTNERSHIP. Any monetary sanction imposed on PARTNERSHIP by a state or federal agency due to Specialist's non-compliance with the terms and provisions of this Agreement may result in a financial penalty to the Specialist as solely determined by PARTNERSHIP. PARTNERSHIP'S written notice will outline the specific reasons, in PARTERNSHIP'S determination, the PROVIDER is in non-compliance of this Agreement. Required actions for the PROVIDER to cure the breach will be set forth in the written notice. In the event the PROVIDER fails to cure those specific claims set forth by PARTNERSHIP within twenty (20) days of the receipt of the notice, PARTNERSHIP reserves the right to impose an administrative and/or financial sanctions and/or penalties against PROVIDER and up to and including termination of the Agreement

immediately upon notice to the PROVIDER. Notice an administrative and/or financial sanction and/or penalty will include the following information:

a. Effective date
b. Detailed findings of non-compliance
c. Reference to the applicable statutory, regulatory, contractual, PHC policy and procedures, or other requirements that are the basis of the findings
d. Detailed information describing the sanction(s)
e. Timeframes by which the organization or individual shall be required to achieve compliance, as applicable
f. Indication that PHC may impose additional sanctions if compliance is not achieved in the manner and time frame specified; and
g. Notice of a contracted provider's right to file a complaint (grievance) in accordance with PHC policy and procedure.

4. All other terms and provisions of the Agreement not amended hereby shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment will govern and control as it relates to the reimbursement and contract terms specifically set forth in this Amendment.

PROVIDER
Lake County Behavioral Health

_____
Signature

_____
Print Name

_____
Title

_____
Date

PLAN
Partnership HealthPlan of California

_____
Signature

Elizabeth Gibboney
Print Name

Chief Executive Officer
Title

_____
Date

ATTACHMENT D
PARTNERSHIP HEALTHPLAN OF CALIFORNIA
SUPPLEMENTAL SUBSTANCE ABUSE BENEFIT
BENEFIT DESCRIPTION

EFFECTIVE JULY 1, 2019

Refer to the Provider Manual for additional billing criteria at www.Partnershiphp.org. The reimbursement rate below shall be for all eligible Covered Services.

Level of Care/Service	Benefit	Full Services	Partial Services
Pre-Treatment Readiness and Prevention Program H0001 $40/session/ person	Up to 6 sessions, per person per episode* (1 - 1.5 hours to be provided per person, per session)	Assessment Counseling (Individual or Group)* Education	Prevention (6 sessions)
Outpatient Drug Free T1008 $50/session/ person T1008 + modifier HQ $35/person for group sessions	Individual: 1 session per day, per person allowed (minimum of 50 minutes per session, per person to be provided). Up to 20 sessions per rolling*** year per person allowed.	Individual Counseling* Collateral Services**	
Continuous Recovery/ Treatment T1011 $ 33/session/ person	Up to 3 sessions per week per person allowed (1-1.5 hours per session to be provided) up to 20 sessions max per episode.*	Regular process group Individual Counseling Education Support Groups Conjoint Therapy	

Notes:

1. An intake must be created on any PHC member who accesses the PHC Substance Abuse Benefit.
2. This matrix assumes that 7 days = 1 week, 4 weeks = 28 days, and 3 months = 84 days.
3. ** Indicates services to which individual counseling is limited.
4. * Episode is based on medical necessity.
5. * Group => 1 person, no limit on number of participants.
6. *** Rolling Year = 365 days from entry into first O.D.F. treatment. (revised 7/19/02)
7. Local codes were replaced with HCPCS 2003 codes to be HIPAA compliant, effective 6/1/03.

(*) The AODS Supplemental Benefit will be discontinued after 12/31/2020 at which time all Providers and/or Counties are expected to be participating in the DMC-ODS program.

Revised: 7/26/00, 7/19/02, 6/1/03, (June 1, 2005 to increase pre-treatment readiness to 6 sessions, from 3), 7/1/2019