Amendment No.1 to the AGREEMENT BETWEEN COUNTY OF LAKE AND DRUG MEDI-CAL SERVICE PROVIDER REDWOOD COMMUNITY SERVICES, INC., TULE HOUSE PERINATAL RESIDENTIAL SERVICES ASAM LEVEL 3.1, OUTPATIENT DRUG FREE ASAM LEVEL 1 AND INTENSIVE OUTPATIENT TREATMENT ASAM LEVEL 2.1 FOR FISCAL YEARS 2024-25, 2025-26, AND 2026-27

This Amendment No. 1 to the Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County," and Redwood Community Services, Inc. hereinafter referred to as "Contractor," collectively referred to as the "parties."

RECITALS

WHEREAS, the County entered into an Agreement with Contractor on or about September 26, 2024, and;

WHEREAS, the parties now desire to amend the Agreement to incorporate the correction of location of outpatient services with the Contractor, with no change to the total contract maximum.

WHEREAS, the Agreement must be amended to: (1) add Peer Support Services CPT codes in compliance with BHIN 21-075, BHIN 23-024, and Title 22, CCR § 51341.1; (2) remove CPT codes for ASAM Levels 3.3 and 3.5 not applicable to the provider's ASAM 3.1 scope, and include the appropriate 24-hour residential CPT code; (3) eliminate CPT codes outside the provider's licensed scope of practice; and (4) revise Exhibit B – Payment Terms to require Residential Authorizations for reimbursement;

WHEREAS, the Agreement must be amended to revise Exhibit A – Scope of Services by removing the requirement that Peer Support Services be included in all treatment plans and instead clarify that such services may be included when clinically appropriate, in accordance with BHIN 23-024 and DHCS guidance.

WHEREAS, the Agreement must be amended to revise Exhibit B to include verbiage stating The County shall compensate the Contractor at a rate equal to sixty-five percent (65%) of the applicable Department of Health Care Services (DHCS) published rate for each billable unit of service provided under this Agreement.

WHERAS, Section 14 – INSURANCE of the Agreement is hereby amended, or Exhibit C is revised, to include the following provision: "Contractor shall maintain liability insurance in compliance with BHIN 22-023 – *Liability Insurance Requirement for Licensed Residential Substance Use Disorder Recovery or Treatment Facilities: Implementation of Assembly Bill (AB) 1158*. Evidence of such coverage shall be provided to the County upon request and maintained for the duration of the Agreement."

NOW THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

Section 4.5h., "Additional Coverage Requirements and Clarifications" of Exhibit A, "Scope of Services," is hereby amended to state the following:

4.5 Additional Coverage Requirements and Clarifications

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h. Treatment plans are required by federal law for:

- i. Narcotic Treatment Programs (NTPs)
- ii. The beneficiary has a co-occurring mental health condition.

Section 5, "Description of Services" of Exhibit A, "Scope of Services," is hereby amended to state the following:

- 5. <u>DESCRIPTION OF SERVICES</u>. Contractor shall provide ASAM Level 3.1 residential services for perinatal and non-perinatal beneficiaries and ASAM Level 1.0 and 2.1 services for perinatal and non-perinatal beneficiaries.
- 5.1 These services shall be provided pursuant to the laws and regulations of the State of California governing such programs. These services shall be provided at Contractor's facility, hereinafter called "Facility", and located at the following address "675 First Street, Upper Lake CA 95485" and "154 South Main Street, Lakeport CA 95453

Contractor affirms that the sites listed above are appropriately licensed and/or certified by the California Department of Health Care Services for the applicable service modalities.

5.2 Contractor shall have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.

5.3 Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at:

https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services. Contractor shall observe and comply with all lockout and non-reimbursable service rules, as outlined in the Drug Medi-Cal Billing Manual. Current Procedural Terminology (CPT) Codes for use by Contractor:

ASAM / Service	CPT Code Name	СРТ
Level		Code
ASAM Level	Interactive Complexity	90785
1.0		
	Psychiatric Diagnostic Evaluation, 15 Minutes	90791
	Psychiatric Evaluation of Hospital Records, Other	90885
	Psychiatric Reports, Psychometric and/or Projective	
	Tests, and Other Accumulated Data for Medical	
	Diagnostic Purposes, 15 Minutes	

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26, AND 2026-27	
Psychosocial Rehabilitation, per 15 Minutes	H2017
Sign Language or Oral Interpretive Services, 15 Minutes	T1013
Targeted Case Management, Each 15 Minutes	T1017
Interpretation or Explanation of Results of Psychiatric or	90887
Other Medical Procedures to Family or Other	
Responsible Persons, 15 Minutes	00400
Alcohol and/or substance (other than tobacco) abuse	99408
structural screening (e.g., AUDIT, DAST), and brief	
intervention (SBI) services. 15-30 minutes.	00400
Alcohol and/or substance (other than tobacco) abuse	99409
structural screening (e.g., AUDIT, DAST), and brief intervention (SBI) services. Greater than 30 minutes.	
Alcohol and/or substance (other than tobacco) abuse	G0396
structured assessment. 15-30 Minutes. (Note: Use codes	G0390
G2011, G0396, and G0397 to determine the ASAM	
Criteria).	
Alcohol and/or substance (other than tobacco) abuse	G0397
structured assessment. 30+ Minutes. (Note: Use codes	
G2011, G0396, and G0397 to determine the ASAM	
Criteria).	
Alcohol and/or substance (other than tobacco) abuse	G2011
structured assessment 5 -14 Min. (Note: Use codes G2011,	
G0396, and G0397 to determine the ASAM Criteria).	
Alcohol and/or drug assessment. (Note: Use this code for	H0001
screening to determine the appropriate delivery system	
for beneficiaries seeking services)	
Alcohol and/or drug screening. Laboratory analysis	H0003
Behavioral health counseling and therapy, 15 minutes.	H0004
Alcohol and/or drug services; group counseling by a	H0005
clinician, 15 minutes.	TT 000 T
Alcohol and/or drug services; crisis intervention	H0007
(outpatient),	110040
Alcohol and/or other drug testing. (Note: Use this code to	H0048
submit claims for point of care tests)	110040
Alcohol and/or drug screening	H0049
Alcohol and/or Drug Services, brief intervention, 15	H0050
minutes (Code must be used to submit claims for	
Contingency Management Services)	II 1000
Prenatal Care, at risk assessment.	H1000
Crisis Intervention Services, per 15 minutes (Use code to	H2011
submit claims for Mobile Crisis Services)	110044
Skills training and development, per 15 minutes. (Use this	H2014
code to submit claims for Patient Education Services).	

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	26, AND 2026-27 Comprehensive community support services, per 15	H2015
	minutes	
	Community-Based Wrap-Around Services, per 15 Minutes	H2021
	Psychoeducational Service, per 15 minutes	H2027
	Alcohol and/or other drug treatment program, Per Hour Except with modifiers 59, XE, XP, or XU. Modifiers have to be on the target or excluded service.	H2035
	Alcohol and/or substance abuse services, family/couple counseling	T1006
	Alcohol and/or substance abuse services, treatment plan development and/or modification.	T1007
ASAM Level 2.1	Interactive Complexity	90785
		90792
	Psychiatric Diagnostic Evaluation, 15 Minutes	90791
	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	90885
	Psychosocial Rehabilitation, per 15 Minutes	H2017
	Sign Language or Oral Interpretive Services, 15 Minutes	T1013
	Targeted Case Management, Each 15 Minutes	T1017
	Alcohol and/or substance (other than tobacco) abuse structural screening (e.g., AUDIT, DAST), and brief intervention (SBI) services. 15-30 minutes.	99408
	Alcohol and/or substance (other than tobacco) abuse structural screening (e.g., AUDIT, DAST), and brief intervention (SBI) services. Greater than 30 minutes.	99409
	Alcohol and/or substance (other than tobacco) abuse structured assessment. 15-30 Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	G0396
	Alcohol and/or substance (other than tobacco) abuse structured assessment. 30+ Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	G0397
	Alcohol and/or substance (other than tobacco) abuse structured assessment 5 -14 Min. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	G2011

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	26, AND 2026-27	
	Alcohol and/or drug assessment. (Note: Use this code for	H0001
	screening to determine the appropriate delivery system	
	for beneficiaries seeking services)	
	Alcohol and/or drug screening. Laboratory analysis	H0003
	Behavioral health counseling and therapy, 15 minutes.	H0004
	Alcohol and/or drug services; group counseling by a	H0005
	clinician, 15 minutes.	
	Alcohol and/or drug services; crisis intervention	H0007
	(outpatient),	
	Alcohol and/or other drug testing. (Note: Use this code to	H0048
	submit claims for point of care tests)	
	Alcohol and/or drug screening	H0049
	Alcohol and/or Drug Services, brief intervention, 15	H0050
	minutes (Code must be used to submit claims for	
	Contingency Management Services)	
	Prenatal Care, at risk assessment.	H1000
	Crisis Intervention Services, per 15 minutes (Use code to	H2011
	submit claims for Mobile Crisis Services)	
	Skills training and development, per 15 minutes. (Use this	H2014
	code to submit claims for Patient Education Services).	
	Comprehensive community support services, per 15	H2015
	minutes	
	Community-Based Wrap-Around Services, per 15	H2021
	Minutes	
	Psychoeducational Service, per 15 minutes	H2027
	Alcohol and/or other drug treatment program, Per Hour	H2035
	Except with modifiers 59, XE, XP, or XU. Modifiers have	
	to be on the target or excluded service.	T 1007
	Alcohol and/or substance abuse services, family/couple	T1006
	counseling	T1007
	Alcohol and/or substance abuse services, treatment plan development and/or modification.	T1007
ASAM Level		
3.1(Non-		
Perinatal and		
Perinatal)		
	Behavioral Health; Long Term Residential	H0019
	Targeted Case Management, Each 15 Minutes	T1017
Peer Support	Behavioral Health Prevention Education service, delivery	H0025
Services	of service with target population to affect knowledge,	110040
	attitude, and/or behavior.	
	Self-help/peer services, per 15 minutes	H0038

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Contractor shall ensure that all Peer Support Specialists delivering services under this Agreement are certified by CalMHSA and that Peer Support Services are provided consistent with BHIN 23-024 and the Medi-Cal Peer Support Specialist Manual.

Contractor shall submit claims only for medically necessary services authorized under DMC-ODS for the applicable ASAM Level and as defined by the provider's credentialing, consistent with BHIN 21-075, BHIN 23-024, and the DHCS DMC Billing Manual.

Section 8, "Payment Terms" of Exhibit B, "Fiscal Provisions" is hereby amended to state the following:

8. <u>PAYMENT TERMS / COMPENSATION</u>

8.1 ASAM Level 1 and 2.1 Rates:

The County shall compensate the Contractor at a rate equal to sixty-five percent (65%) of the applicable Department of Health Care Services (DHCS) published rate for each billable unit of service provided under this Agreement. The DHCS rate in effect at the time the service is rendered shall be used as the basis for calculating payment. Residential treatment services shall only be authorized upon determination of medical necessity. Authorization requests must include documentation demonstrating that the beneficiary meets medical necessity criteria as defined by Title 22 and the ASAM Criteria, and must be substantiated through clinical justification consistent with DHCS requirements

8.2 ASAM Level 3.1 Perinatal and Non-Perinatal. County shall reimburse based on bed day utilization:

Non-perinatal	\$277.11/bed day
Perinatal	\$362.14/bed day

8.2 Residential Authorizations:

Admission and continued services must be based on a current assessment utilizing ASAM Criteria and a determination of medical necessity made by a Licensed Practitioner of the Healing Arts (LPHA) within their scope of practice.

8.3 Contractor shall ensure all authorization requests, continued stay requests, and related documentation fully support the beneficiary's medical necessity for residential services.

8.4 Failure to obtain authorization or maintain sufficient documentation may result in denial of claims or recovery of payments.

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8.5 In order to receive payment, Contractor must provide a billable and valid SUD diagnosis to County upon admit.

8.6 In order to receive payment, Contractor must provide discharge summaries to County within 24 hours of client discharge. Failure to submit discharge summaries within 24 hours of client discharge may result in a delay or withholding of reimbursement

Section 14.11, "Insurance" of Exhibit C "Compliance Provisions" is hereby added to state the following:

14.11 Contractor shall maintain liability insurance in compliance with BHIN 22-023 – *Liability Insurance Requirement for Licensed Residential Substance Use Disorder Recovery or Treatment Facilities: Implementation of Assembly Bill (AB) 1158.* Evidence of such coverage shall be provided to the County upon request and maintained for the duration of the Agreement.

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The Parties agree that all other terms and conditions of the original Agreement shall remain in full force and effect.

COUNTY OF LAKE

Chair Board of Supervisors REDWOOD COMMUNITY SERVICES,

INC DocuSigned by:

Victoria Kelly

Victoria Kelly Chief Executive Officer

Date: _____

APPROVED AS TO FORM: LLOYD GUINTIVANO County Counsel

Date: _____

By: _____

Date: May 18, 2025

ATTEST: SUSAN PARKER Clerk to the Board of Supervisors

By:		
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Date: _____