

Exhibit 1

SCOPE OF SERVICES

This Exhibit 1 replaces and supersedes that certain Exhibit 1 to the Professional Services Agreement entered into between the parties effective August 26, 2024.

COLLABORATION: The City, SMPD MHU, and EW are committed to providing the highest quality behavioral health and substance use services. The City, SMPD MHU, and EW agree to develop this contractual relationship in a manner that promotes communication, mutual trust and respect with the goal of benefiting the clients they each serve. SMPD MHU and EW will strive to resolve problems at the clinical level, ensuring that decisions can be made quickly and appropriately. SMPD MHU and EW will, whenever clinically appropriate, utilize a Coordination/Consultative approach to empower the assigned clinicians and treatment team with EW and SMPD MHU to better address the behavioral and mental health needs of their patients and help meet established treatment goals.

CONDITIONS PERTAINING TO SUBSTANCE USE AND MENTAL HEALTH SERVICES FOR SMPD MHU CLIENTS

1. For clients referred to EW and upon meeting the criteria for admission for a 30-day residential stay, clinicians will provide a clinical biopsychosocial assessment, creation of a comprehensive treatment plan, group and individual counseling services, as well as such other services typically included in a residential treatment stay.
2. For clients referred to EW and upon meeting criteria for admission to the Intensive Outpatient Program (telehealth or in person), clinicians will provide clinical biopsychosocial assessment, creation of a comprehensive treatment plan, group and individual counseling services consisting of 24 sessions in total with 3 sessions a week for 8 weeks. In addition, individual sessions will be conducted every 2 weeks or as clinically necessary.
3. For clients referred to EW and upon meeting criteria for admission to Detox services, clinicians will provide clinical biopsychosocial assessment, creation of a comprehensive treatment plan, medical-assisted detox, as well as such other services typically included in a stay for medically managed detox services in a residential setting.
4. EW shall provide the services outlined above in accordance with (i) the same standard of care, skill and diligence customarily used by similar providers in the community in which such services are rendered, (ii) the requirements of applicable law, and (iii) in the same manner as provided to other City clients.
5. EW will request a signed release of information that will allow clinicians to reach out to SMPD MHU in the event of change in treatment.
6. EW Clinicians reserve the right to refuse clinical services after a clinical assessment if the clinician in their professional judgment feels that client:
 - a. Would not benefit from clinical services;
 - b. Does not meet criteria;
 - c. Does not currently have capacity for progress in an individual therapeutic setting due to cognitive functioning and limitations and/or medical needs are beyond what the facility can manage; or

Exhibit 1

- d. Needs higher medication management as evidenced by unmanaged severe mental health symptoms impeding ability to engage in treatment
7. EW will bill for all sessions in accordance with the fee for service payment arrangement attached to this contract.
8. EW and SMPD MHU may share treatment plan records. EW may share weekly to biweekly with SMPD MHU staff and community mental health providers via phone or email updates of the participant's engagement in treatment and if progressing or regressing. SMPD MHU will work with EW to ensure appropriate authorizations are in place pursuant to HIPAA and 42 CFR Part 2 to enable such information sharing.
9. SMPD MHU clients will be seen by a licensed clinician while engaged in EW services who will hold one of the following licensures: LMFT, LPC, LMFT-A, LMSW, LCDC A/I or LPC-Associate. Any clinician who is currently licensed under supervision will also provide credentials of their clinical supervisor and agree to maintain supervision while providing services to SMPD MHU clients.
10. Based off of the Financial Assessment SMPD MHU clients who cannot pay for treatment out of pocket or cannot pay the co-pay with commercial insurance may qualify for a scholarship from Evoke Wellness to receive treatment at no cost to the City. The number of people that Evoke Wellness can provide scholarships for will be maximum 5 individuals per year. These individuals will be staffed with Evoke staff and evaluated by their staff to determine that they meet criteria for their treatment services before this decision is made.
11. The period of performance of this agreement shall be from July 10, 2024 until July 9, 2025.