AMENDMENT NO. 3

TO

CONTRACT NO. MA-042-23010409

FOR

DRUG MEDI-CAL ADULT OUTPATIENT AND INTENSIVE OUTPATIENT SERVICES

This Amendment ("Amendment No. 3") to Contract No. MA-024-23010409 for Drug Medi-Cal Adult Outpatient and Intensive Outpatient Services is made and entered into on July 1, 2025, ("Effective Date") between <Provider> ("Contractor"), a <CORP>, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-23010409 for Drug Medi-Cal (DMC) Adult Outpatient and Intensive Outpatient Services, effective January 1, 2023 through June 30, 2025, in an aggregate amount not to exceed $21,456,263 for DMC Drug Medi-Cal Delivery System (ODF) Services and an aggregate amount not to exceed $2,107,330 for DMC Medication Assisted Treatment Services, for a total aggregate amount not to exceed $23,563,593 ("Contract"); and

WHEREAS, the Parties, on or about August 1, 2023, executed Amendment No. 1 to amend Paragraphs XVII and XXI of the Contract and to add Paragraphs XXXV and XXXVI to the Contract; and

WHEREAS, the Parties, on or about May 24, 2024, executed Amendment No. 2 to add Paragraphs XXXVII through XLII to the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for two years, to amend Paragraph VIII of the Contract, and to replace Exhibit A of the Contract with Exhibit A-1.

NOW THEREFORE, the Parties agree to amend the Contract as follows:

1. The Contract is renewed for a period of two (2) years, effective July 1, 2025 through June 30, 2027, in an aggregate amount not to exceed $25,448,680 for this renewal period, for a revised total aggregate amount not to exceed $49,012,273.
2. Referenced Contract Provisions of the Contract is deleted in its entirety and replaced with the following:

"REFERENCED CONTRACT PROVISIONS

Term: January 1, 2023 through June 30, 2027
Period One means the period from January 1, 2023 through June 30, 2023
Period Two means the period from July 1, 2023 through June 30, 2024
Period Three means the period from July 1, 2024 through June 30, 2025
Period Four means the period from July 1, 2025 through June 30, 2026
Period Five means the period from July 1, 2026 through June 30, 2027

Aggregate Amount Not to Exceed:

Period One Aggregate Amount Not to Exceed	$4,712,719
Period Two Aggregate Amount Not to Exceed	$9,425,437
Period Three Aggregate Amount Not to Exceed	$9,425,437
Period Four Aggregate Amount Not to Exceed	$12,724,340
Period Five Aggregate Amount Not to Exceed	$12,724,340
Total Aggregate Amount Not to Exceed:	**$49,012,273**

Basis for Reimbursement:

For Periods One through Three: ODF paid at Negotiated Rate and MAT paid at Actual Cost

For Periods Four and Five: Fee for Service

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: «UEI»

CONTRACTOR TAX ID Number: «TAX_ID»

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701–4637

CONTRACTOR: «CONTACT»

«LC_NAME»

«ADDRESS_Line_1»

«ADDRESS_Line_2»

«CONTACT_EMAIL»"

3. Paragraph VIII. Cost Report of the Contract is deleted in its entirety and replaced with the following:

"I. COST RECONCILIATION REPORT

A. CONTRACTOR shall submit Cost Reconciliation Report to COUNTY no later than sixty (60) calendar days following termination of this Contract.

1. As indicated in Exhibit A, Section II. Payments, Medi-Cal Reimbursement Rates, the Cost Reconciliation Report shall be for approved units of service. Costs of Medi-Cal services shall not exceed the negotiated rate as specified in this Contract. CONTRACTOR shall prepare the Cost Reconciliation Report in accordance with all applicable federal, state and COUNTY requirements, and the Special Provisions Paragraph of this Contract.

2. If CONTRACTOR fails to submit an accurate and complete Cost Reconciliation Report within the time period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. CONTRACTOR may be assessed a late penalty of five-hundred dollars ($500) for each business day after the above specified due date that the accurate and complete Cost Reconciliation Report is not submitted. Imposition of the late penalty shall be at the sole discretion of ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Reconciliation Report due COUNTY by CONTRACTOR.

b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all contracts between COUNTY and CONTRACTOR until such time that the accurate and complete Cost Reconciliation Report is delivered to ADMINISTRATOR.

3. CONTRACTOR may request, in advance and in writing, an extension of the due date of the Cost Reconciliation Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

4. In the event that CONTRACTOR does not submit an accurate and complete Cost Reconciliation Report within one hundred and eighty (180) calendar days following the termination of this Contract, and CONTRACTOR has not entered into a subsequent or new contract for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall be immediately reimbursed to COUNTY.

B. The Cost Reconciliation Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. The Cost Reconciliation Report shall be the final financial record for subsequent audits, if any.

C. Final settlement shall be based upon the approved units of service, as detailed in Exhibit A, Section II. Payments, less applicable revenues and any late penalty, not to exceed COUNTY's Total Aggregate Amount Not to Exceed as set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim units of service to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable unit of service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the Cost Reconciliation Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the Cost Reconciliation Report indicates the approved units of service provided pursuant to this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the Cost Reconciliation Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Reconciliation Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

E. If the Cost Reconciliation Report indicates the approved units of service provided pursuant to this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Aggregate Total Amount Not to Exceed of COUNTY.

F. All Cost Reconciliation Reports shall contain the following attestation, which may be typed directly on or attached to the Cost Reconciliation Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Reconciliation Report and supporting documentation prepared by _____ for the cost reconciliation report period beginning _____ and ending _____ and that, to the best of my knowledge and belief, costs reimbursed through this Contract are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Reconciliation Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Reconciliation Report.

Signed _____

Name _____

Title _____

Date _____"

4. Exhibit A is deleted in its entirety and replaced with Exhibit A-1.

This Amendment No. 3 modifies the Contract, including all previous Amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3 and the Contract, including all previous Amendments, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including all previous Amendments, not specifically changed by this Amendment No. 3 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: CONTRACTOR

Print Name	Title
Signature	Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name	Title
Signature	Date

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY Signed by: Brittany Mclean 71CFE638662E411... DEPUTY DATED: 3/24/2025

EXHIBIT A-1

TO THE CONTRACT FOR PROVISION OF

DRUG MEDI-CAL ADULT OUTPATIENT AND INTENSIVE OUTPATIENT SERVICES

BETWEEN

COUNTY OF ORANGE

AND

[PROVIDER NAME]

July 1, 2025 – June 30, 2027

"I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. AB 109 means services for those Clients deemed eligible by Assembly Bill 109, Public Safety Realignment, under which the Client's last offense was non-violent, non-sexual, and non-serious.

2. Access Log means entering each person's initial contact date, intake date and date of first service, level of care and any other information requested by COUNTY into the Access Log as an IRIS component.

3. American Society of Addiction Medicine (ASAM) Criteria means a comprehensive set of guidelines for placement, continued stay and transfer/discharge of Clients with addiction and co-occurring conditions.

4. California Outcomes Measurement System (CalOMS) means a statewide Client-based data collection and outcomes measurement system as required by the State to effectively manage and improve the provision of substance use disorder services at the State, County, and provider levels.

5. Care Coordination means services involving, but not limited to, referral and linkage to ancillary services not provided by CONTRACTOR, such as contacting outside agencies and making referrals for services, including academic education, vocational training, medical and dental treatment, pre-and-post counseling and testing for infectious diseases, legal assistance, job

search assistance, financial assistance, childcare, and self-help programs such as 12-step programs.

6. Certified Peer Support Specialists means individuals who are 18 years of age or older who self-identify as having lived experience with the process of recovery from mental illness, SUD, or both, either as a consumer of behavioral treatment services or as a parent or a family member of a consumer, and who have a current Peer Support Specialist certification in California.

7. Client means an adult eighteen (18) years of age or older with a substance use disorder, or who is at-risk for the development of a substance use disorder, for whom a COUNTY-approved intake and admission for an outpatient level of care has been completed pursuant to this Contract.

8. Collateral Services means sessions with the significant persons in the Client's life, focusing on their treatment needs to support the achievement of the Client's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the Client. The Client may or may not be present during the session.

9. Completion – Satisfactory completion mean Clients who have attended sessions as prescribed and are discharged from treatment after making significant positive progress on their treatment plan goals. Unsatisfactory completion mean Clients who have not attended sessions and are discharged without making progress on their treatment plan goals.

10. Co-Occurring means when a person has at least one substance use disorder and one mental health disorder that can be diagnosed independently of each other.

11. DHCS Designated Levels of Care means a designation that is issued by State Department of Health Care Services (DHCS) to an outpatient program based on the services provided at the facility. For the purposes of this Contract, CONTRACTOR shall provide services in accordance with one of the following ASAM-Designated Levels of Care:

a. Outpatient Drug Free (ODF): ASAM Level 1.0 means services are provided to adults who meet medical necessity for this level of care, as determined by an LPHA or Medical Director's diagnosis and ASAM criteria. Services shall be less than nine (9) hour per week for adults.

b. Intensive Outpatient Treatment (IOT): ASAM Level 2.1 means services are provided to adults who meet medical necessity for this level of care, as determined by an LPHA or Medical Director's diagnosis and ASAM criteria. Services shall be a minimum of nine (9) hours with a maximum of nineteen (19) hours per week for adults. Services may exceed the maximum based on individual medical necessity.

12. Diagnosis means the definition of the nature of the Client's substance use disorder. When formulating the diagnosis of Client, CONTRACTOR shall use the diagnosis codes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnosis shall be recorded on all IRIS documents, as appropriate. It shall also be recorded on the Medical Necessity form, Treatment Plans and any other documents deemed necessary by COUNTY.

13. Discharge/Referral and Linkage means providing the needed resources upon completing the program through discharge planning services for those completing their individualized course of maintenance services so that Client has the knowledge and resources to seek treatment again as needed or outside supportive services. As part of the Discharge/Referral and Linkage process, CONTRACTOR must provide a discharge summary for Clients within thirty (30) calendar days of discharge.

14. DMC 2nd Service documentation means that under DMC-ODS a provider may submit claims for the same Client receiving more than one service on the same date by various providers or at a single provider (e.g., IOT case management and group on the same day).

15. Drug and Alcohol Treatment Access Report (DATAR) means the Department of Health Care Services (DHCS) system to collect data on SUD treatment capacity and waiting lists.

16. Drug Medi-Cal means the organized delivery of health care services for Medicaid eligible individuals with substance use disorders.

17. Early Periodic Screening, Diagnostic and Treatment (EPSDT) means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than twenty-one (21) years of age to receive any Medicaid service necessary to correct or help to improve a defect, mental illness, or other condition, such as a substance-related disorder, that is discovered during a health screening.

18. Intake means the initial meeting between a Client and CONTRACTOR staff in which specific information about the Client is gathered and standard admission forms completed pursuant to this Contract. Individuals needing a higher level of care shall be provided the appropriate services until linkage to a higher level of care is made.

19. Integrated Records Information System (IRIS) means a collection of applications and databases that serve the needs of programs within HCA and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records, and other relevant applications.

20. Level of Care Assessment means a comprehensive set of guidelines for placement, continued stay, and transfer/discharge of Clients with a SUD and/or co-occurring conditions based on ASAM criteria.

21. Licensed Practitioner of the Healing Art (LPHA) means any Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologists, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor, Licensed Marriage and Family Therapists, or license-eligible practitioners working under the supervision of licensed clinicians, working within their scope of practice.

22. Linkage means connecting Clients to services such as outpatient and/or residential treatment and other supportive services which may include self-help groups, social services, rehabilitation services, vocational services, job training services, or other appropriate services.

23. Medication Assisted Treatment (MAT) means the assessment, prescription, administration, and monitoring of FDA-approved medications for SUD. MAT services are conducted by staff lawfully authorized to provide such services within their scope of practice or licensure.

24. Medical Necessity means a set of criteria used to determine whether a Client meets the level of care to be treated in the DMC-ODS as determined by a LPHA.

25. Notice of Adverse Benefit Determination (NOABD) means a formal communication to the Medi-Cal beneficiary of any action regarding their Drug Medi-Cal services and their right to appeal, consistent with 42 CFR 438.404 and 438.10.

26. Perinatal means the condition of being pregnant or up to 12 months Postpartum. CONTRACTOR shall offer the Perinatal Clients additional parenting education, referrals, transportation, childcare, and other services, as specified by the DHCS Perinatal Practice Guidelines. If Client no longer meets this Perinatal definition, the Client would be eligible for non-Perinatal services as long as they meet medical necessity for the designated level of care.

27. Plan of Safe Care (POSC) means part of a program designed to help pregnant women, families, caregivers, and infants affected by a SUD. POSC is a document that lists and directs possible referrals for services and supports to provide for the safety and well-being of an infant affected by substance use.

28. Recovery Incentives (RI) means an evidence-based, cost-effective treatment for SUDs. The RI Program only covers Contingency Management (CM) for stimulant use disorder. CM reinforces individual positive behavior change consistent with meeting treatment goals.

29. Recovery Services means services designed to support recovery and prevent relapse with the objective of restoring the Client to their best possible functional level. Recovery Services emphasize the Client'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.

30. Self Help Meeting means a non-professional, peer participatory meeting formed by people with a common problem or situation offering mutual support to each other towards a goal of healing or recovery.

31. Substance Use Disorder (SUD) means a condition in which the use of one or more substances leads to a clinically significant impairment or distress as specified in the most current edition of the DSM published by the American Psychiatric Association.

32. Telehealth between provider and Client means office or outpatient visits via interactive audio and video telecommunication systems. Telehealth between providers means communication between two providers for purpose of consultation, performed via interactive audio and video telecommunication systems.

33. Token means the security device which allows an individual user to access ADMINISTRATOR's computer-based IRIS.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A-1 to the Contract.

II. PAYMENTS

A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided pursuant to the Contract, COUNTY shall pay CONTRACTOR at the following Fee for Service rates of reimbursement; provided, however, the total of all payments to CONTRACTOR under this Contract and all other COUNTY contractors providing substance use disorder treatment services shall not exceed COUNTY's Aggregate Amount Not to Exceed as set forth in the Referenced Contract Provisions of the Contract; and provided further, that CONTRACTOR's costs are allowable pursuant to applicable COUNTY, federal, and state regulations. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the State or OCPD, ADMINISTRATOR may elect to reduce COUNTY's Aggregate Amount Not to Exceed proportionate to the length of time that CONTRACTOR is ineligible to provide services. CONTRACTOR shall ensure compliance with all DMC billing and documentation requirements when entering Units of Service (UOS) into COUNTY IRIS system. ADMINISTRATOR may reduce, withhold or delay any payment associated with non-compliant billing practices or non-compliant licensure and/or certification. If Corrective Action Plans (CAP) are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly.

1. For DMC services provided pursuant to the Contract, COUNTY shall claim reimbursement to the State Medi-Cal unit on behalf of CONTRACTOR to the extent these services are eligible.

2. Proper DMC certification and enrollment with the Provider Enrollment Division (PED) of DHCS, through the Provider Application and Validation for Enrollment (PAVE) system is required. CONTRACTOR shall submit proof of enrollment for each new rendering provider as required by regulations. Failure to demonstrate provider enrollment within six (6) months of services being rendered shall result in disallowance of those services by pending providers.

3. CONTRACTOR shall submit appropriate DMC billing invoices to ADMINISTRATOR on a monthly basis. The monthly invoice(s) shall match what CONTRACTOR has entered into IRIS at the time of invoice submission. Supplemental invoice(s) can be submitted if CONTRACTOR has services not yet entered into IRIS at time of original submission. It is CONTRACTOR's responsibility to ensure the monthly DMC billing invoice UOS that CONTRACTOR provided to ADMINISTRATOR for submission to the State Medi-Cal unit matches the UOS that CONTRACTOR entered into COUNTY IRIS system.

a. In support of the monthly invoice, CONTRACTOR shall submit required UOS and Tracking Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract. ADMINISTRATOR shall use the UOS and Tracking Report to determine payment to CONTRACTOR as specified in this Payments Paragraph of this Exhibit A-1.

b. If, at any time, CONTRACTOR's IRIS UOS does not match the monthly DMC billing invoice UOS, ADMINISTRATOR, will review with CONTRACTOR, and may hold the DMC billing invoice for processing until a corrected invoice is received with matching UOS.

Reimbursement Rates	
Provider Type	**Contractor UOS 15 Minute Increment Rat**
Licensed Physician	$124.95
Clinical Nurse Specialist	$100.05
Nurse Practitioner	$100.05
Registered Pharmacist	$100.05
Physician Assistant	$87.45
Registered Nurse	$83.70
Psychologist (Licensed or Waivered)	$81.30
Occupational Therapist	$75.00
LCSW (Licensed, Waivered or Registered)	$71.25
MFT/LPCC (Licensed, Waivered or Registered)	$71.25
Certified AOD Counselor	$58.80

Licensed Vocational Nurse	$57.45
Peer Support Specialists	$55.05
Mental Health Rehabilitation Specialist	$49.95
Other Qualified Practitioner	$49.95
Licensed Psychiatric Technician	$49.95
Medical Assistant	$37.50

4. CONTRACTOR shall assume responsibility for any audit disallowances or penalties imposed on COUNTY by the State related to amounts or services claimed by COUNTY on behalf of CONTRACTOR. CONTRACTOR shall reimburse COUNTY for any such disallowances or penalties within thirty (30) calendar days of written notification by COUNTY.

B. PAYMENT METHOD – Reimbursement Rate: COUNTY shall pay CONTRACTOR monthly in arrears, however, the total of all payments to CONTRACTOR under this Contract and all other COUNTY contractors providing these services shall not exceed COUNTY's Aggregate Amount Not to Exceed. CONTRACTOR's invoices shall be on a form approved by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Invoices are due by the tenth (10th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice form. For each Period, invoices received after the due date may not be paid in accordance with this Subparagraph II.B.

1. Quarterly: ADMINISTRATOR will review the approved UOS report from the State Medi-Cal unit.

a) If total amounts of approved UOS indicate more units were approved than billed, COUNTY may reimburse CONTRACTOR for additional approved UOS, however the total of all such payments to CONTRACTOR, and all other COUNTY contractors providing these services, shall not exceed COUNTY's Aggregate Amount Not to Exceed as set forth in the Referenced Contract Provisions of the Contract.

b) If total amounts of approved UOS indicate fewer units were approved than billed, COUNTY shall reduce the monthly invoice amount for one of the months following ADMINISTRATOR's completion of the quarterly review.

2. In conjunction with Subparagraph II.A above, CONTRACTOR shall not enter UOS into COUNTY IRIS system for services not rendered. If such information is entered, CONTRACTOR shall make corrections within ten (10) calendar days from notification by ADMINISTRATOR. Additionally, to assist in the protection of data integrity, CONTRACTOR shall create a procedure to ensure separation of duties between the individual performing direct

services (LPHA, clinicians, counselors, etc.), and the clerical staff who enter information into the IRIS system. Clerical staff shall enter data into IRIS using the chart information provided by the direct service staff.

3. CONTRACTOR shall ensure compliance with all DMC billing and documentation requirements when entering UOS into COUNTY IRIS system. ADMINISTRATOR shall withhold payment for non-compliant UOS, and may reduce, withhold or delay any payment associated with non-compliant billing practices.

4. In support of the monthly invoice(s) CONTRACTOR shall submit an Expenditure and Revenue Report (E&R) as specified in the Reports Paragraph of this Exhibit A-1 to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR.

C. Monthly payments are interim payments only, and subject to Final Settlement in accordance with Paragraph VIII. Cost Reconciliation Report of this Contract and Subparagraph II.B of this Exhibit A-1 to the Contract.

D. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls, appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided. This support documentation shall be made available for inspection by ADMINISTRATOR upon ADMINISTRATOR's request.

E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of this Contract.

F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Contract.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A-1 to the Contract.

III. RECORDS

A. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its costs and operating expenses. Such records shall reflect the actual costs of the type of service for which payment is claimed in accordance with generally accepted accounting principles.

1. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and shall be made in accordance with generally accepted accounting principles.

2. CONTRACTOR shall account for funds provided through this Contract separately from other funds and maintain a clear audit trail for the expenditure of funds.

3. CLIENT FEES – Pursuant to 42 CFR 438.106, CONTRACTOR shall not collect fees from a Medi-Cal beneficiary or persons acting on behalf of the beneficiary for any SUD or related administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments. Drug Medi-Cal is payment in full for treatment services rendered for Medi-Cal beneficiaries.

B. CLIENT RECORDS – CONTRACTOR shall maintain adequate records in accordance with the DHCS as they may be amended or superseded at a later time during the course of this Contract, the COUNTY Guidelines, California Code of Regulations (CCR), Title 22, and ADMINISTRATOR's requirements on each individual Client in sufficient detail to permit an evaluation of services, which shall include documentation of all activities, services, sessions, and assessment, including but not limited to:

1. Documentation that outpatient treatment for substance use disorders is appropriate for the Client. This shall include the Medical Director or LPHA's initial medical necessity determination for the DMC-ODS benefit. Additionally, if the initial assessment is completed by a counselor, this includes a progress note documenting the face-to-face, telehealth, or telephone review between the Medical Director or LPHA and the counselor to establish a beneficiary meets medical necessity criteria. Additionally, the ASAM Criteria assessment will be applied to determine placement into the level of assessed services and documented in the Client record;

2. Intake and admission data, including, if applicable, a physical examination;

3. Problem List and/or Treatment plans;

4. Reassessments of client functioning based on ASAM criteria;

5. Progress notes;

6. Laboratory test orders and results;

7. Referrals;

8. Human Trafficking – each Client's chart shall contain the results of screening for victims of human trafficking (TVPA 2000).

9. California Outcomes Measurement System (CalOMS)

10. Outcome measures and screening tools as determined by ADMINSTRATOR.

11. Discharge plan;

12. Discharge summary;

13. Any other information relating to the treatment services rendered to the Client; and

14. A sign-in sheet for every group counseling session.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Records Paragraph of this Exhibit A-1 to the Contract.

IV. REPORTS

A. MONTHLY PROGRAMMATIC

1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR, including information required and on a form approved or provided by ADMINISTRATOR. These monthly programmatic reports should be submitted to ADMINISTRATOR no later than the twentieth (20th) calendar day of the month following the report month.

2. FOLLOW-UPS – CONTRACTOR shall conduct follow-ups with Clients after discharge at intervals designated by ADMINISTRATOR. ADMINISTRATOR shall provide information/questions to CONTRACTOR for follow up. CONTRACTOR shall track data on Client functioning which at minimum shall include current substance use.

B. FISCAL

1. In support of the monthly invoice, CONTRACTOR shall submit monthly Expenditure and Revenue Reports and UOS and Tracking Reports to ADMINISTRATOR. These reports shall be on forms acceptable to, or provided by ADMINISTRATOR and shall report actual costs, UOS and revenues for each of the CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of Exhibit A-1 to the Contract. CONTRACTOR shall submit these reports by no later than twenty (20) calendar days
following the end of the month reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.

2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of Exhibit A-1 to the Contract. Such reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports shall be submitted at the same time as the monthly Expenditure and Revenue Reports

C. MONTHLY IRIS – CONTRACTOR shall input all UOS provided in COUNTY's IRIS database for the preceding month no later than the tenth (10th) calendar day of the month following the report month. In accordance with Paragraph II. Payments, UOS entered into IRIS must match the monthly billing documents prior to funds being released. CONTRACTOR shall utilize monitoring reports available in IRIS to ensure the accuracy of UOS and other forms that are entered by CONTRACTOR into IRIS.

D. CalOMS – CONTRACTOR shall be responsible for: (1) entering an error-free CalOMS admission record within seven (7) calendar days of the start of service for Withdrawal Management and Residential Services and twenty-one (21) calendar days of the start of Outpatient and IOT services, (2) entering an error-free CalOMS discharge record within seven (7) calendar days after the last face to face for WM and Residential Services and twenty-one (21) calendar days after the last face-to-face service for OP/IOT services, and (3) for those Clients remaining in treatment for ten (10) months, entering an error-free CalOMS annual record within thirty (30) to up to forty-five (45) calendar days prior to the admission anniversary each and every year the Client remains in treatment. CONTRACTOR shall utilize the CalOMS Error Detail Report (CEDR) to ensure that any CalOMS entry errors are corrected within two (2) business days of the entry. CONTRACTOR shall utilize other available CalOMS monitoring reports to ensure correct and timely submission. Any individual provider of services must have an NPI number and be listed in IRIS as the provider of the service conducted prior to performing any clinical services.

E. MONTHLY DATAR – CONTRACTOR shall provide reports under the DATAR and/or any other State Department of Alcohol and Drug Programs Reporting System no later than the fifth (5th) business day of the month following the report month.

F. ACCESS LOG – CONTRACTOR shall track and enter information on requests for services into IRIS.

G. LEVEL OF CARE SUMMARY – CONTRACTOR shall enter level of care summary record in IRIS within five (5) calendar days of the initial assessment or re-assessment being completed. Level of care summaries are to be completed and entered into IRIS at intake, whenever there is a change in level of care, and at planned discharge.

H. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information requested and the timeframe the information is needed.

I. CONTRACTOR agrees to enter psychometrics into COUNTY's EHR system as requested by ADMINISTRATOR. Said psychometrics are for the COUNTY's analytical uses only and shall not be relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY harmless, and indemnify pursuant to Section XV, from any claims that arise from non-COUNTY use of said psychometrics.

J. CONTRACTOR shall submit reports as required by the ADMINISTRATOR and/or the State and shall make all collected data available to ADMINISTRATOR upon request.

K. CONTRACTOR shall ensure that data submitted is accurate and complete by verifying the accuracy and timeliness of reported data, screening the data for completeness, logic, and consistency, submitting data in standardized formats as determined appropriate by ADMINISTRATOR.

L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A-1 to the Contract.

V. SERVICES

A. COUNTY reserves the right to amend the scope of services as written in this Exhibit A-1 in order to meet State mandated California Advancing and Innovating Medi-Cal (CalAIM) requirements.

B. FACILITY – CONTRACTOR shall provide Substance Use Disorder Outpatient Services in accordance with the standards established by COUNTY and the State DHCS as they may be amended or superseded at a later time during the term of this Contract within the specifications stated below, unless otherwise authorized by ADMINISTRATOR. CONTRACTOR shall provide services within a DMC certified facility that has been designated by DHCS as capable of delivering care consistent with ASAM adult treatment criteria. The environment shall be healthy and safe and the facility shall be clean and in good repair. Services shall be provided at the following location, or at any other Certified DMC facility approved in advance, in writing, by ADMINISTRATOR.

«SUDOP_FAC1_STREET» «SUDOP_FAC1_CITY_ST_ZIP»	«SUDOP_FAC2_STREET» «SUDOP_FAC2_CITY_ST_ZIP»
«SUDOP_FAC3_STREET» «SUDOP_FAC3_CITY_ST_ZIP»	«SUDOP_FAC4_STREET» «SUDOP_FAC4_CITY_ST_ZIP»

1. CONTRACTOR's facility for Outpatient services shall operate, at least, Monday through Friday, with the provision for early morning and evening hours (before 9:00 a.m. and after 5:00 p.m.) or weekends, when necessary to accommodate Clients that are unable to participate during regular daytime hours. Treatment program shall be accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (herein referred to as CFR), Part 84 and the American with Disabilities Act.

2. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule, unless otherwise authorized, in writing, by ADMINISTRATOR.

3. CONTRACTOR shall provide at a minimum, on site or by referral, outpatient prenatal and postpartum medical care, pediatric care, vocational/educational services to pregnant or parenting Clients.

4. CONTRACTOR shall be DMC Certified to provide DMC Outpatient Drug Free and Intensive Outpatient services to DMC beneficiaries prior to initiating this Contract. CONTRACTOR will be expected to provide DMC treatment services and bill per Outpatient Drug Free or Intensive Outpatient Treatment. Therefore, CONTRACTOR must be:

a. DMC certified and with a billing system established before services commence.

b. Diligent and maintain active DMC certification throughout the term of the Contract.

c. Located in close proximity to public transportation for easy access for Clients and their parents/caregivers or other family/support persons who are participating in the Client's treatment.

d. A safe, drug-free, and welcoming environment and staff.

e. Able to provide private rooms for individual counseling, separate administrative area for operations, billing and file storage.

f. Located in Orange County.

g. Certain to include DMC administrative costs of ten percent (10%) of the annual DMC budget allocation for purposes of quality assurance to be provided by COUNTY.

h. Hour of operation may be adjusted with prior approval from ADMINISTRATOR.

5. CONTRACTOR shall be Alcohol and/or Other Drug (AOD) Certified to provide SUD services prior to initiating this Contract. CONTRACTOR shall follow the certification standards as set forth by the State and maintain active AOD certification throughout the term of the Contract.

6. CONTRACTOR shall be responsible for reporting any problems in implementing the provisions of this Contract, pertinent facts or interim findings, staff changes, status of license(s) and/or certification(s), changes in population served, and reasons for any changes. Additionally, a statement that CONTRACTOR is or is not progressing satisfactorily in achieving all the terms of the Contract shall be included.

7. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

8. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) calendar days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract.

9. CONTRACTOR shall ensure that all staff, paid or unpaid, complete necessary training prior to discharging duties associated with their titles and any other training necessary to assist CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.

10. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place in their personnel files.

11. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training and Annual Compliance Training.

12. CONTRACTOR shall notify ADMINISTRATOR, in writing via a Special Incident Report (SIR), within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

13. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Implementation Plan as approved by DHCS.

14. If CONTRACTOR relocates to a different facility location, CONTRACTOR shall submit a re-certification application to DHCS to ensure that the new location meets all standards. Facilities providing services must obtain proper licensure from DHCS and update the license. CONTRACTOR must give sixty (60) calendar days' notice prior to moving/closing facilities.

C. PERSONS TO BE SERVED – CONTRACTOR shall serve adults eighteen (18) years of age or older. In order to receive services through the DMC-ODS, the Client must be enrolled in Medi-Cal, reside in Orange County, and meet medical necessity criteria, as outlined below. As COUNTY resources allow and as approved by ADMINISTRATOR, CONTRACTOR may serve Clients that are in the process of applying for Medi-Cal or those Clients that are in the process of having Medi-Cal reinstated as long as Clients reside in Orange County and meet medical necessity criteria, as outlined below.

D. MEDI-CAL ELIGIBILITY - MEDICAL NECESSITY

1. CONTRACTOR must verify the Medicaid eligibility determination of potential Clients. The verification shall be reviewed and approved by the ADMINISTRATOR prior to payment for services, unless the individual is eligible to receive services from tribal health

programs operating under the Indian Self Determination and Education Assistance Act (ISDEAA – Pub.L 93-638, as amended). If the individual is eligible to receive services from tribal health programs operating under the ISDEAA, then the determination shall be conducted as set forth in the Tribal Delivery System – Attachment BB to the STCs. CONTRACTOR may accept uninsured persons with proof of Medi-Cal application.

2. The initial medical necessity determination for an individual to receive a DMC-ODS benefit must be performed face-to-face, through telehealth, or by telephone by an LPHA or registered or certified counselor and may be done in the community or the home. If the assessment is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, through telehealth, or by telephone. After establishing a diagnosis, the ASAM Criteria shall be applied by the diagnosing individual to determine placement into the level of assessed services. The initial assessment period is up to sixty (60) calendar days for Medi-Cal beneficiaries under the age of twenty-one (21) and up to thirty (30) calendar days for Medi-Cal beneficiaries aged twenty-one (21) and older. CONTRACTOR shall adopt and comply with the ASAM 4th edition guidelines immediately upon DHCS' transition from the ASAM 3rd edition to the ASAM 4th edition, as mandated by DHCS.

3. All Medi-Cal beneficiaries under the age of twenty-one (21) are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under the age of twenty-one (21) are eligible to receive all appropriate and medically necessary services need to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority, even if they do not meet criteria for a substance use disorder (SUD) diagnosis. This includes treatment for risky substance use and early engagement services. Nothing in the DMC-ODS overrides any EPSDT requirements. CONTRACTOR is responsible for the provision of services pursuant to the EPSDT mandate. Beneficiaries under age twenty-one (21) are eligible for DMC-ODS services without a diagnosis from the DSM for Substance-Related and Addictive Disorders.

E. ADMISSIONS

1. CONTRACTOR shall accept any person who is physically and mentally able to comply with the program's rules and regulations and is Medi-Cal eligible. Persons with co-occurring disorders and/or chronic conditions who require prescribed medication shall not be precluded from acceptance or admission solely based on their licit use of prescribed medication(s).

2. Beneficiaries may contact CONTRACTOR directly to request services. Beneficiaries may also be referred to CONTRACTOR by the 24/7 Beneficiary Access Line, network providers, and other access points determined by ADMINISTRATOR. CONTRACTOR shall enter data regarding requests for service into an access log established by ADMINISTRATOR.

3. CONTRACTOR shall have policies and procedures in place to screen for emergency medical conditions and immediately refer beneficiaries to emergency medical care.

4. CONTRACTOR shall have a policy that requires Clients who show signs of any communicable disease, or through medical disclosure during the intake process admitting to a health-related problem that would put others at risk, to be cleared medically before services are provided by the program.

5. CONTRACTOR shall initiate services within reasonable promptness and shall have a documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care, including a system for addressing problems that develop regarding admission wait times.

6. ADMISSION POLICY – CONTRACTOR shall establish and make available to the public a written Admission Policy. CONTRACTOR's Admission Policy shall reflect all applicable federal, state and county regulations.

F. INFORMING MATERIALS – CONTRACTOR is responsible to distribute informing materials and provider lists that meet the content requirements of 42 CRF 438.100 to beneficiaries when they first access SUD services through the DMC-ODS and on request. Informing materials will be provided by ADMINISTRATOR.

G. INTERIM SERVICES – Any DMC Client participating in Outpatient or Intensive Outpatient treatment not admitted within ten (10) calendar days due to lack of capacity shall be provided interim services. Interim services shall consist of: Voluntary testing, referral for medical evaluation, if appropriate; and HIV education, HIV risk assessment and disclosure counseling and voluntary confidential HIV antibody testing. For pregnant women, interim services shall also include counseling on the effects of alcohol and drugs on the developing fetus and referral to prenatal medical care services. Interim services may be provided directly or by referral to ADMINISTRATOR or another appropriate provider and given to prospective Clients within 48 hours. Provision of interim services for DMC covered Client with alcohol and/or other drug problems, who could otherwise be admitted into substance use disorder outpatient treatment, shall be documented in IRIS, and reported monthly by the fifth (5th) business day or as determined by ADMINISTRATOR.

H. SUBSTANCE USE DISORDER OUTPATIENT SERVICES include: assessment, care coordination, individual counseling, group counseling, family therapy, medication services, Medications for Opioid Use Disorder (MOUD)/MAT, Medications for Alcohol Use Disorder

(MAUD)/MAT and other non-opioid SUDs, patient education, recovery services, and SUD crisis intervention services. Services may be provided in person, by telehealth, or by telephone. ODF services (ASAM Level 1.0) are provided when medically necessary for less than nine (9) hour per week for adults. IOT services (ASAM Level 2.1) are provided when medically necessary for a minimum of nine (9) hours with a maximum of nineteen (19) hours per week for adults. IOT services may exceed the maximum based on individual medical necessity. All services and documentation shall meet DMC standards. Components of Outpatient Services are:

a. Assessment – CONTRACTOR shall assess the Client utilizing an ASAM-based Assessment tool approved by ADMINISTRATOR to provide a standardized, comprehensive risk and needs assessment. Assessment of each Client shall include at a minimum their history and current functioning status in the following categories: substance use and prior treatment history, medical, family, psychiatric/psychological, social/recreational, financial, educational, employment, criminal, legal status. Additionally, CONTRACTOR is encouraged to assess each Client for stress management, literacy, developmental and cognitive levels, emotional skills, self-help/independent living skills, risk of suicide, current/history of physical and/or sexual abuse, and perpetration of physical and/or sexual abuse. Individuals assessed to need a higher level of care shall be provided the appropriate services until linkage to a higher level of care is made. If the assessment indicates there is no medical necessity for any SUD treatment levels, a Notice of Adverse Benefit Determination (NOABD) will be provided to the Client after the assessment or mailed to the Client no later than three (3) business days after the decision to deny SUD services has been made.

b. Physical Examination – If a Client had a physical within the twelve (12) month period prior to admission, the physician shall review documentation of the most recent physical within thirty (30) calendar days of admission to treatment. If a CONTRACTOR is unable to obtain documentation of the most recent physical, CONTRACTOR shall describe the efforts made to obtain this documentation in the Client's record; or the physician, nurse practitioner or physician's assistant, may perform a physical within thirty (30) calendar days of admission.

If the previous two options cannot be met, CONTRACTOR must include on the initial and updated treatment plans the goal of obtaining a physical examination, until this goal is met.

The physician or LPHA shall evaluate each Client to diagnose whether the Client has a SUD.

c. Individual Counseling – one-on-one session between a Client and a therapist or counselor. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the Client by supporting the achievement of the Client's treatment goals.

d. Group Counseling – session in which one or more therapists or counselors treat two (2) or more Clients, one of whom must be a Medi-Cal beneficiary, at the same time with a maximum of twelve (12) in the group.

e. Group Sign-In Sheets – Group sign-in sheets shall be completed for all group counseling sessions. Group sign-in sheets shall contain the printed and signed name of the Client, date of group, duration of group (e.g. start and end times), topic of group, number of Clients in group, and printed and signed name of the therapist/counselor(s) conducting the group.

f. Clinical Documentation – shall occur for each session attended by the Client and include problem list and/or treatment plan progress on each note for at least one problem area. Staff documenting for any Client's group or individual service shall understand progress notes are individualized narrative summaries, shall follow guidelines per Documentation Manual, and shall include but not limited to the following:

1) The type and topic of the session and how the topic relates to substance disorders in the content of the progress note;

2) A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g. symptom, condition, diagnosis, and/or risk factors);

3) Information on attendance, including the date, start and end times of each group or individual and duration of the service, including travel and documentation time;

4) Location of the beneficiary at the time of receiving the service;

5) Type or legibly print the name, date and signature of the counselor or therapist who conducted the session and document services within three (3) business days of providing a service except for crisis services notes which shall be completed within twenty-four (24) hours.

6) ICD 10 code;

7) Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code and the number of Clients in attendance;

8) Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.

9) Notes must be documented within three (3) calendar days, with the day of service counting as day zero (0).

g. Family Therapy – sessions including a Client's family members and loved ones in the treatment process, and providing education about factors that are important to the Client's recovery as well as to their own recovery can be conveyed.

h. Medication for Addiction Treatment (MAT) – CONTRACTOR shall follow the most recent requirements for MAT assessments and policy guidelines as outlined in the BHIN 23-054 MAT assessment. Assessment must be completed in twenty-four (24) hours, referral must be completed in forty-eight (48) hours, and any other guidelines must be followed as instructed in the BHIN 23-054. The problem list or treatment plan is an ongoing living document. After the initial assessment, the problem list must be developed within a timely manner ordinally completed by day sixty (60) from admission start date. CONTRACTOR shall either directly offer or have an effective referral mechanism to MAT to Clients with SUD diagnoses that are treatable with Food and Drug Administration (FDA)-approved medications or biological products. CONTRACTOR's referral mechanism shall include a warm handoff by CONTRACTOR to the MAT provider to ensure the client has been accepted into the MAT provider's program. The warm handoff must be done in real-time with the Client. Medically necessary MAT services directly offered by CONTRACTOR must be provided in accordance with an individualized treatment plan determined by a licensed physician or LPHA working within their scope of practice.

1) CONTRACTOR must ensure ability to continue MAT after discharge through linkage to appropriate prescriber. MAT shall include the assessment, treatment planning, ordering, prescribing, administering, and monitoring of all medications for SUDs.

2) CONTRACTOR must provide administration of buprenorphine, naltrexone (oral and injectable), acamprosate, disulfiram, and naloxone as clinically appropriate for this population and approved by the FDA. Other approved medications in the treatment of SUDs may also be prescribed and administered, as medically necessary and clinically appropriate.

3) CONTRACTOR must provide care coordination with treatment and ancillary service providers and facilitate transitions between levels of care. Beneficiaries may simultaneously participate in MAT services and other ASAM LOCs.

i. Collateral Services – Sessions with therapists or counselors and significant persons in the life of the Client, focused on the treatment needs of the Client in terms of supporting the achievement of their treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the Client.

j. SUD Crisis Intervention Services – sessions between a therapist or counselor and a Client in crisis. Crisis means an actual relapse or an unforeseen event or circumstance, which presents an imminent threat of relapse. Crisis intervention services shall focus on alleviating the crisis problem and be limited to the stabilization of the beneficiary's immediate situation. These types of services are not scheduled and do not appear on the treatment plan and may be provided on the same day as a scheduled group or individual service as initiated by the Client.

k. Treatment Planning – CONTRACTOR shall develop treatment planning activities over the course of the Client's treatment, which should be collaborative with the Client present and with any significant individuals the Client wants included. CONTRACTOR shall develop an individualized treatment planning with each Client which shall be signed and dated by the Client and Counselor within thirty (30) calendar days of admission. The Medical Director (physician) or LPHA shall sign and date the plan within fifteen (15) calendar days of the Counselor's signature. Each treatment planning shall include identification of a drug and/or alcohol problem, identify the proposed type(s) of interventions that includes a proposed frequency and duration, consistent with the qualifying diagnosis listed on the treatment plan, a physical if so determined by the Medical Director, and include long term and short term specific quantifiable individualized goals and objectives for addressing the identified needs with action steps, target dates and dates of resolution for each. CONTRACTOR shall base problem areas from a perspective encompassing the whole Client's needs as determined by the Assessment, Health Questionnaire and other screening tools utilized such as suicidal/homicidal screening, depression/anxiety scales, and/or trauma or human trafficking screen. CONTRACTOR shall ensure treatment planning discussions are evident in the documentation. The assessment should be completed within a reasonable time and according to generally accepted standards of COUNTY.

l. Care Coordination – Consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the Client with linkages to services and supports designed to restore the Client to their best possible functional level. Care coordination includes one or more of the following components:

1) Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

2) 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.

3) 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.

m. Evidence Based Practices (EBPs) – CONTRACTOR will implement at least two of the following EBPs. The required EBPs include:

1) Motivational Interviewing: A Client-centered, empathetic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem-solving or solution-focused strategies that build on Clients' past successes.

2) Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

3) Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.

4) Trauma-Informed Treatment: Services must take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

5) Psycho-Education: Psycho-educational groups are designed to educate Clients about substance abuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to Clients' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist Clients in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

n. Clinician Consultation Services – Clinician Consultation consists of DMC-ODS LPHAs consulting with LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. CONTRACTOR will have access to Clinician Consultation Services defined as DMC clinicians consulting with addiction medicine physicians, addiction psychiatrists, clinicians, or clinical pharmacists. Clinician consultation services are designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS beneficiaries. This service is distinct from internal care coordination or supervision.

o. Discharge Services – The process to prepare the Client for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the Client to essential treatment, other ancillary services, including housing and other appropriate community services. CONTRACTOR shall begin discharge planning immediately upon enrollment. CONTRACTOR shall develop written procedures regarding Client discharge.

Discharge Planning shall occur at a minimum of once within thirty (30) calendar days prior to the date of the last face-to-face treatment with the Client.

1) Discharge Plan – CONTRACTOR shall develop a formal discharge plan within thirty (30) calendar days prior to the scheduled date of the last session with the Client. A discharge plan is to be completed for each Client, except a Client with whom the provider loses contact. The discharge plan shall be completed in collaboration with the Client and signed by the CONTRACTOR staff and the Client. A copy of the discharge plan shall be provided to the Client and the original is retained in the Client's record. The discharge plan shall include, but not be limited to, the following:

i) A description of each of the Client's relapse triggers;

ii) A plan to assist the Client to avoid relapse when confronted with each trigger;

iii) A support plan (including referrals).

2) Discharge Summary – The discharge summary is to be completed by the LPHA or counselor within thirty (30) calendar days of the date of the last face-to-face treatment contact with the Client. The discharge summary shall include the following:

i) The duration of the Client's treatment as determined by the dates of admission to and discharge from treatment.

ii) The reason for discharge; including whether the discharge was voluntary or involuntary and whether the Client successfully completed the program.

iii) A narrative of the treatment episode; including current alcohol/drug use, vocational/educational achievements, referrals provided, and Client comments.

iv) The Client's prognosis.

p. Recovery Services – Clients may receive Recovery Services based on self-assessment or provider assessment of relapse risk. Clients may receive Recovery Services while receiving outpatient services such as ODF, IOT, or MAT services, including Narcotic Treatment Program services. Clients may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD. The components of Recovery Services are:

1) Assessment
2) Care Coordination
3) Counseling (individual and group)
4) Family therapy
5) Recovery Monitoring: Recovery coaching and monitoring designed for the maximum reduction of the Client's SUD

6) Relapse Prevention, which includes interventions designed to teach Clients with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the Client's SUD.

q. Health Questionnaire – CONTRACTOR shall ensure that all Clients admitted for outpatient treatment services have a health questionnaire completed using form DHCS 5103 or may develop their own form provided it contains, at a minimum, the information requested in the DHCS 5103 form.

1) The health questionnaire is a Client's self-assessment of his/her current health status and shall be completed by Client prior to admission during the screening process.

i) CONTRACTOR shall review and approve the health questionnaire form prior to Client's admission to the program. The completed health questionnaire shall be signed and dated by staff and Client.

ii) CONTRACTOR shall, based on information provided by Client on the health questionnaire form, refer Client to licensed medical professionals for physical and laboratory examinations, as appropriate.

iii) A copy of the questionnaire shall be filed in the Client's file.

2) CONTRACTOR shall provide directly or by referral: HIV education, voluntary, confidential HIV antibody testing and risk assessment and disclosure counseling.

3) CONTRACTOR will obtain the medical records and record the Client's medical information in their file including all applicable authorizations to disclose information, primary care physician (PCP) name and location, medical history (including the latest physical examination), medications and significant conditions. After review of medical records received, the Medical Director of CONTRACTOR shall consult with the PCP at the medical home to ensure proper coordination of care within thirty (30) calendar days. If medication is prescribed, SUD clinical staff shall notify the medical home provider within one (1) week of prescribing the medication. If no medical home is identified, CONTRACTOR shall discuss the benefits of coordinated/integrated care with the Client; which would result in identifying a medical home and should be a goal on the treatment plan. All progress towards and attempts to link Client's to a medical home shall be documented in the file.

r. Emergency Services

1) CONTRACTOR shall have and post written procedures for obtaining emergency medical or psychiatric evaluation and any other emergency services.

2) CONTRACTOR shall have readily available the name, address, and telephone number for the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

I. DRUG & ALCOHOL SCREENING

1. CONTRACTOR shall have a written policy and procedure statement regarding alcohol and drug screening that includes unannounced drug and/or alcohol testing upon admission to the program and at a minimum of once a month and more often in situations where there is suspicion of use. The urine specimen collection shall be observed by same sex staff. This policy shall be approved by ADMINISTRATOR. A Client shall not be denied admittance to treatment for a positive alcohol and/or drug screen at admission if they meet all other criteria for admission. For those situations where drug screening is deemed appropriate and necessary, CONTRACTOR shall:

a. Establish procedures that protect against the falsification and/or contamination of any body specimen sample collected for drug screening;

b. Have all urine specimen collection be observed by same sex staff;

c. Document results of the drug screening in the Client's record; and

d. Place a copy of on-site testing results in the Client's record indicating the outcome and include the signature and date of the Client and staff conducting the testing.

2. Drug and/or alcohol test results can be used to assist in diagnosis, confirm clinical impressions, help modify the treatment plan, and determine the extent of the Client's reduction in substance use. However, clinical decisions should not be based solely on these results.

3. In the event CONTRACTOR wishes to utilize the COUNTY-contracted laboratory for drug screening purposes, CONTRACTOR shall collect and label samples from Clients.

4. Drug and/or Alcohol testing is not a DMC reimbursable service and is not to be conducted during an Individual or Group session, unless provided by an authorized provider type – primarily limited to medical professionals.

J. PERFORMANCE OBJECTIVES – CONTRACTOR shall achieve performance objectives for each Period, tracking and reporting Performance Outcome Objective statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alterations may be necessary to ~~the following~~ services to meet the objectives, and, therefore, revisions to objectives and services may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.

1. Objective 1: CONTRACTOR shall provide effective outpatient services to Clients as measured by Retention Rates. Retention is measured by determining whether a Client participated in a minimum number of clinical services over a period of thirty (30) calendar days. Fifty percent (50%) of Clients are retained.

2. Objective 2: CONTRACTOR shall provide effective outpatient services to Clients, as measured by satisfactory treatment progress at discharge. Fifty percent (50%) of Clients discharged have made satisfactory progress in treatment as per the CalOMS discharge disposition.

3. Objective 3: Seventy-five percent (75%) of Clients who complete a satisfaction survey agree or strongly agree that they are "overall satisfied with the services received" and seventy-five percent (75%) of Clients will agree or strongly agree that they would recommend the program to someone they know.

K. MEETINGS – CONTRACTOR's Executive Director and Chief Financial Officer or designees shall participate in monthly meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to this Contract. Active participation in regular and/or quarterly meetings, such as SUD Quality Improvement (QI) Coordinator's meetings, BHS Contracted Provider Monthly Updates Meeting, SUD Contracted Provider Quarterly Meetings, and any other relevant meetings as required by ADMINISTRATOR.

L. CULTURAL COMPETENCY – CONTRACTOR shall provide culturally competent services. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. CONTRACTOR shall maintain documentation of such efforts which may include, but not be limited to records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged. CONTRACTOR shall refer to Culturally and Linguistically Appropriate Services (CLAS) adapted by DHCS to develop culturally informed services.

M. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Language translation services must be available for beneficiaries and their involved family members, as needed. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in

advance and in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized, in advance and in writing, by ADMINISTRATOR.

N. POSTINGS – CONTRACTOR shall post the following in a prominent place within the facility:

1. State Licensure and Certification
2. Business License
3. Conditional Use Permit (if applicable)
4. Fire clearance
5. Client rights
6. Grievance procedure
7. Availability of translation services at no cost
8. Employee Code of Conduct
9. Evacuation floor plan
10. Equal Employment Opportunity notices
11. Name, address, telephone number for fire department, crisis program, local law enforcement, and ambulance service.
12. List of resources within Orange County which shall include medical, dental, mental health, public health, social services and where to apply for determination of eligibility for Federal, State, or County entitlement programs.
13. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.

O. CONTRACTOR shall utilize protocols developed and supported by CONTRACTOR's Medical Director. These protocols shall provide procedures should a Client's condition deteriorate in treatment and appear to indicate a higher level of care and/or medical intervention.

P. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Contract. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

Q. CONTRACTOR shall recognize the authority of Orange County Probation Department (OCPD) as officers of the court and shall extend cooperation to OCPD within the constraints of CONTRACTOR's program.

R. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy, which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy shall specify the facilities are "smoke free" and Clients are prohibited from smoking at all times. The policy shall also specify that vaping is prohibited at all times.

S. OPIOID OVERDOSE EMERGENCY TREATMENT – CONTRACTOR shall have available at minimum six (6) unexpired Naloxone doses for the treatment of known or suspected opioid overdose. At least two (2) staff per shift shall be trained in administering the Naloxone. Naloxone is not a substitute for emergency medical care. CONTRACTOR shall always seek emergency medical assistance in the event of a suspected, potentially life-threatening opioid emergency.

T. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access IRIS at no cost to CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords shall not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number, and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:

   a. Token of each staff member who no longer supports the Contract.
   b. Token of each staff member who no longer requires access to IRIS.
   c. Token of each staff member who leaves employment of CONTRACTOR.
   d. Tokens malfunctioning.
   e. Termination of this Contract.

5. ADMINISTRATOR will issue tokens for CONTRACTOR's staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse COUNTY for tokens lost, stolen, or damaged through acts of negligence.

7. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if available, and if applicable.

U. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature confirmation of its P&P training for each staff member and place in their personnel files.

V. CONTRACTOR shall ensure that all staff responsible for input into IRIS are to complete IRIS New User Training.

W. CONTRACTOR shall conduct Supervisory Review of Client records at minimum upon admission, at thirty (30) calendar day intervals, and upon discharge in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies with all federal, state, and local guidelines and standards.

X. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of this Contract with COUNTY. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but are not limited, to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to the program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Contract;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between CONTRACTOR and ADMINISTRATOR; and,
9. Act quickly to identify and solve problems.

Y. WORKLOAD STANDARDS – SUD OUTPATIENT CASELOAD – CONTRACTOR shall maintain an average monthly caseload of twenty-five (25) Participants per clinical FTE.

VI. STAFFING

A. CONTRACTOR shall ensure that all clinical staffing, including those providing direct Client services, meet the requirements of Title 22, Title 9 of the CCR and CalAIM DMC-ODS program updates as they exist now or may hereafter be amended or changed and all standards of the Department of Health Care Services.

B. CONTRACTOR shall ensure that administrative staffing is sufficient to support the performance of services pursuant to the Contract.

C. Professional staff shall be licensed, registered, certified, or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws.

D. Professional staff shall undergo the HCA credentialing process by the QMS Managed Care Support Team (MCST) prior to rendering any Medi-Cal covered services.

1. CONTRACTOR shall comply with the requirements of the State's established, uniform credentialing and re-credentialing policy that addresses behavioral, and substance use disorders, outlined in DHCS Information Notice 18-019.

2. CONTRACTOR shall follow COUNTY's process for credentialing and re-credentialing for network providers and shall ensure that all registered, licensed, or certified staff who deliver Medi-Cal covered services are properly credentialled by COUNTY before delivering any Medi-Cal covered services. Services rendered by staff prior to completion of credentialing will not be reimbursed.

E. Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. Non-professional staff shall be supervised by professional and/or administrative staff. CONTRACTOR shall have a P&P in place for onboarding non-professional staff.

F. Professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring.

G. Registered and certified SUD counselors shall adhere to all requirements in the CCR, Title 9, Division 4, Chapter 8.

H. Substance Use Disorder Staffing levels and qualifications shall meet the requirements of the State Department of Health Care Services (DHCS) Counselor Certification Standards for California for Outpatient Services and CCR, Title 9, Chapter 8. All staff providing treatment services shall be licensed and/or certified in accordance with state requirements, and professional guidelines, as applicable.
At least thirty percent (30%) of staff providing counseling (group, individual, case management, and intake) services in all AOD programs shall be licensed or certified pursuant to the requirements of Title 9, Division 4, Chapter 8. All other counseling staff shall be registered pursuant to Section 13035(f).

I. CONTRACTOR must have a Medical Director who, prior to the delivery of services under this CONTRACT with COUNTY has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 CFR 455.450(a) as a "limited" categorical risk within a year prior to serving as a Medical Director under this CONTRACT.

1. The Medical Director's responsibilities shall, at a minimum include all the following:

a. Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care;

b. Ensure that physicians do not delegate their duties to non-physician personnel;

c. Develop and implement medical policies and standards for the provider;

d. Ensure that physicians, registered nurse practitioners, and physician assistants follow the provider's medical policies and standards;

e. Ensure that the medical decisions made by physicians are not influenced by fiscal considerations;

f. Ensure that provider's physicians and LPHAs are adequately trained to perform diagnosis of substance use disorders for beneficiaries, determine the medical necessity of treatment for beneficiaries;

g. Ensure that provider's physicians are adequately trained to perform other physician duties, as outlined in this section.

2. The substance use disorder Medical Director may delegate his/her responsibilities to a physician consistent with the provider's medical policies and standards; however, the substance use disorder Medical Director shall remain responsible for ensuring all delegated duties are properly performed.

3. Written roles and responsibilities and a code of conduct for the Medical Director shall be clearly documented, signed, and dated by a provider representative and the physician.

4. The Medical Director shall complete the credentialing process along with required DMC and COUNTY trainings.

J. Quality Assurance staff to track data outcomes and report on ability to meet performance objectives and ensure compliance with this Contract and DMC-ODS.

K. CONTRACTOR's certification to participate in the DMC program shall automatically terminate if CONTRACTOR or its owners, officers or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

L. VOLUNTEERS/INTERNS – CONTRACTOR may augment the above paid staff with volunteers or part-time student interns. Unless waived by ADMINISTRATOR, prior to providing services pursuant to this Contract, interns shall be Master's Candidates in Counseling or Social Work or have a Bachelor's Degree in a related field or be participating in any state recognized counselor certification program. Additionally, volunteers or student interns must be registered or certified (e.g. trainings or certifications) as needed per COUNTY instruction. CONTRACTOR shall provide supervision of work by interns or consistent with school or licensing Board requirements. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts. Volunteer or student intern services may not comprise more than twenty percent (20%) of the services provided, unless approved in advance

by ADMINISTRATOR. If utilizing the services of volunteers or student interns, CONTRACTOR shall implement procedures which address the following: recruitment; screening; selection; training and orientation; duties and assignments; scope of practice; supervision; evaluation; and client confidentiality.

M. CONTRACTOR shall develop a policy governing supervision of staff that will be approved by ADMINISTRATOR. That policy will address the training needs and requirements of all staff.

N. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness. Supervision methods should include debriefings and consultation as needed, individual supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor who has extensive knowledge regarding substance use disorders.

O. STAFF CONDUCT – CONTRACTOR shall establish a written Policies and Procedures for employees, volunteers, interns, and members of the Board of Directors which shall include, but not be limited to: standards related to the use of drugs and/or alcohol; staff-client relationships; prohibition of sexual conduct with clients; prohibition of forging or falsifying documents or drug tests; and real or perceived conflict of interest. Situations that may be perceived as a conflict of interest shall be brought to ADMINISTRATOR's attention prior to the occurrence. Prior to providing any services pursuant to this Contract all employees, volunteers, and interns shall agree in writing to maintain the standards set forth in the said Policies and Procedures.

A copy of the said Policies and Procedures shall be posted in writing in a prominent place in the treatment facility and updated annually by the Board of Directors.

P. STAFF/ VOLUNTEER/INTERN SCREENING – CONTRACTOR shall provide pre-employment "live scan" screening of any staff person providing services pursuant to this Contract. All new staff, volunteers, and interns shall pass a one-time "live scan" finger printing background check prior to employment. All staff shall be subject to sanction screening as referenced in the Compliance paragraph. All staff shall also be screened by Megan's Law, OC Courts and OC Sheriff's Department on an annual basis. The results of the fingerprint checks will be sent directly from the Department of Justice to CONTRACTOR. Results must remain in staff file.

1. All staff/volunteers/interns, prior to starting services, shall meet the following requirements:

a. No person shall have been convicted of a sex offense for which the person is required to register as a sex offender under PC section 290;

b. No person shall have been convicted of an arson offense – Violation of PC sections 451, 451.1, 451.5, 452, 45231, 453, 454, or 455;

c. No person shall have been convicted of any violent felony as defined in PC section 667.5, which involves doing bodily harm to another person, for which the staff member was convicted within five (5) years prior to employment;

d. No person shall be on parole or probation.

e. No person shall participate in the criminal activities of a criminal street gang and/or prison gang; and

f. No person shall have prior employment history of improper conduct, including but not limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior with staff or residents at another treatment Facility.

Q. STAFF TRAINING – CONTRACTOR shall develop a written plan for staff training. All Staff training shall be documented and maintained as part of the training plan and shall adhere to requirements set forth by HCA Quality Management Services' Policies and Procedures.

1. All personnel shall be trained or shall have experience which provides knowledge of the skills required in the following areas, as appropriate to the job assigned, and as evidenced by safe and effective job performance:

a. General knowledge of alcohol and/or substance use disorders and the principles of recovery;

b. Housekeeping and sanitation principles;

c. Principles of communicable disease prevention and control;

d. Recognition of early signs of illness and the need for professional assistance;

e. Availability of community services and resources;

f. Recognition of individuals under the influence of alcohol and/or drugs;

2. CONTRACTOR shall ensure that within thirty (30) calendar days of hire and on an annual basis, all program staff including administrator, volunteers, and interns shall complete:

a. Annual County Compliance Training;

b. A minimum of one (1) hour training in cultural competence within thirty (30) calendar days of hire and on an annual basis (or as released);

c. Cyber Security Awareness Training (for administrative staff accessing Citrix, COUNTY's Electronic Portal).

3. In addition to the above, CONTRACTOR shall ensure that staff complete training as follows:

a. Professional staff (Licensed Professionals of the Healing Arts), including Medical Directors, shall receive a minimum of five (5) hours of continuing education related to addiction medicine annually.

b. All providers, including volunteers and interns, providing DMC-ODS services are required to be trained and complete at least once prior to providing services, the most being ASAM-A and ASAM-B, in addition to any other current following two (2) training modules:

i. American Society of Addiction Medicine (ASAM) Multidimensional Assessment (sometimes referred to as ASAM-A or ASAM I), including any current ASAM-A versions.

ii. Assessment to Service Planning and Level of Care (sometimes referred to as ASAM-B or ASAM II), including any current ASAM-B or -II versions.

iii. The ASAM A/B or I/II requirement applies to all physicians and Medical Directors regardless of their role in the program and may only be waived for physicians/Medical Directors who are Board Certified with an Addiction sub-specialty.

c. All providers and administrators must receive training on DMC-ODS requirements at least annually. These requirements will be contained in the COUNTY-developed Annual Provider Training/manual.

d. DMC-ODS/SUD documentation training within ninety (90) calendar days of hire is mandatory for all clinical staff, all on-site Quality Management staff, and all supervisors; however, compliant documentation is required from the onset of services;

e. Annual training in the two minimum evidence-based practices (EBP) utilized at the program.

f. Motivational Interviewing must be taken at least once and will count as one EBP for the year. CONTRACTOR may choose other EBP courses after;

g Naloxone Administration Training;

h. Additional trainings as required by ADMINISTRATOR (e.g. CalOMS Clinical Training (once as needed for LPHA Non-Medical, AOD counselors, and admin/providers who are listed on the provider directory), MAT Documentation Training (DHCS Certification: all staff should be trained in the medication management and the fundamentals of MAT within first sixty (60) days of providing MAT services as needed), and others).

R. PERSONNEL FILES – CONTRACTOR shall maintain personnel files and ensure continued compliance with required credentials and trainings for each staff persons, including management and other administrative positions, subcontractors, and volunteers/interns, both direct and indirect to the Contract, which shall include, but not be limited to:

1. Application for employment and/or resume;
2. Signed employment confirmation statement/duty statement;
3. Job description;
4. Salary schedule and salary adjustment information;

5. Performance evaluations;

6. Health records/status as required by the provider, AOD Certification or Title 9;

7. Other personnel actions (e.g. commendations, discipline, status change, employment incidents and/or injuries);

8. Training documentation relevant to substance use disorders and treatment;

9. Current registration, certification, intern status, or licensure;

10. Proof of continuing education required by licensing or certifying agency and program; and

11. CONTRACTOR's signed Code of Conduct must be contained within the personnel file for each staff.

12. A signed copy of the certifying/licensing body's code of conduct for each registered, certified, and licensed staff.

13. All personnel files shall be complete and made readily accessible to ADMINISTRATOR for purposes of audits and investigations or any other reason deemed necessary by ADMINISTRATOR.

S. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract."