



**AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-19010286
FOR
Drug Medi-Cal Substance Use Disorder Outpatient Services**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-19010286 for Drug Medi-Cal Substance Use Disorder Outpatient Services is made and entered into on July 1, 2021 (“Effective Date”) between «NAME» (“Contractor”), with a place of business at «ADDRESS», 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-042-19010286 for Drug Medi-Cal Substance Use Disorder Outpatient Services, effective July 1, 2018 through June 30, 2020, in an aggregate total amount not to exceed \$6,388,000, renewable for three additional one-year periods (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to increase the Period Two Maximum Obligation by \$606,000, to modify and add various provisions to the Contract, and to renew the Contract for a period of one year, effective July 1, 2020 through June 30, 2021, in an aggregate amount not to exceed \$4,200,000, renewable for two additional one-year periods, for a revised aggregate total amount not to exceed \$11,194,000; and

WHEREAS, due to unforeseen circumstances related to the COVID-19 pandemic, the Parties executed Amendment No. 2 to amend the Contract to utilize a portion of the 10% cost contingency to increase the Period Two Maximum Obligation by \$65,000, for a revised aggregate total amount not to exceed \$11,259,000; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to modify Paragraph VI. and Exhibit A and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of one-year, effective July 1, 2021 through June 30, 2022, increasing the aggregate funding by \$300,000, from \$4,200,000 to an aggregate amount not to exceed \$4,500,000 for this renewal period, for a revised aggregate total amount not to exceed \$15,759,000; on the amended terms and conditions, renewable for one additional one-year period.

2. Page 4, Referenced Contract Provisions, section Term of the Contract is deleted in its entirety and replaced with the following:

“TERM: July 1, 2018 through June 30, 2022

Period One means the period from July 1, 2018 through June 30, 2019

Period Two means the period from July 1, 2019 through June 30, 2020

Period Three means the period from July 1, 2020 through June 30, 2021

Period Four means the period from July 1, 2021 through June 30, 2022”

3. Page 4, Referenced Contract Provisions, section Aggregate Maximum Obligation of the Contract is deleted in its entirety and replaced with the following:

“Aggregate Amount Not To Exceed:

Period One Aggregate Amount Not To Exceed: \$3,194,000

Period Two Aggregate Amount Not To Exceed: \$3,865,000

Period Three Aggregate Amount Not To Exceed: \$4,200,000

Period Four Aggregate Amount Not To Exceed: \$4,500,000

TOTAL AGGREGATE AMOUNT NOT TO EXCEED: \$15,759,000”

4. All references to “Aggregate Maximum Obligation” in the Contract shall be references to “Aggregate Amount Not To Exceed”.

5. Paragraph VI. Cost Report, subparagraph A (but not including subparagraphs A.1, A.2 and A.3) of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall submit a separate Cost Report for Period One, Period Two, Period Three and Period Four, or for a portion thereof to COUNTY no later than forty-five (45) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.”

6. Exhibit A, Paragraph I. Common Terms and Definitions, subparagraph A.4.b of the Contract is deleted in its entirety and replaced with the following:

“b. Intensive Outpatient Services (IOT): ASAM Level 2.0 means services are provided a minimum of nine (9) hours per week for adults and a minimum of six (6) hours per week for adolescents. CONTRACTOR may provide more than nineteen (19) hours per week for adolescents or adults when determined by a LPHA or Medical Director to be medically necessary.”

7. Exhibit A, Paragraph II. Payments, of the Contract is deleted in its entirety and replaced with the following:

II. PAYMENTS

A. "BASIS FOR REIMBURSEMENT - As compensation to CONTRACTOR for services provided pursuant to the Contract, COUNTY shall pay CONTRACTOR monthly in arrears at the following rates of reimbursement; provided, however, the total of all such payments to CONTRACTOR and all other COUNTY contract providers for all substance use disorder treatment services for substance users 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. Non-compliance will require the completion of CAP by CONTRACTOR. If CAPs are not completed within timeframes as determined by ADMINISTRATOR, payments may be reduced accordingly. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Contract.

1. For Medi-Cal 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. CONTRACTOR shall submit appropriate Medi-Cal billing to ADMINISTRATOR on a monthly basis. The monthly invoice(s) shall match what CONTRACTOR enters into IRIS. It is CONTRACTOR'S responsibility to ensure invoice UOS match what was sent up to the State. ADMINISTRATOR shall review billing and remit to Accounting for submission to the State Medi-Cal unit.

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

- b. If, at any time, CONTRACTOR's Expenditure and Revenue Reports, including IRIS UOS, do not agree with UOS billed on monthly invoices, ADMINISTRATOR, after review with CONTRACTOR, may reduce COUNTY payment by an amount not to exceed the difference between billed amount and UOS reported in IRIS. Or ADMINISTRATOR may request CONTRACTOR adjust its next invoice.

3. 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) days of written notification by COUNTY.

<u>Modes of Service</u>	<u>Reimbursement Rate</u>
ODF Individual Counseling	<u>«ODF_IC_RATE»/15 minute increment</u>
ODF Group Counseling	<u>«ODF_GC_RATE»/15 minute increment</u>
ODF Case Management	<u>«ODF_CM_RATE»/15 minute increment</u>
IOT Individual Counseling	<u>«IOT_IC_RATE»/15 minute increment</u>
IOT Group Counseling	<u>«IOT_GC_RATE»/15 minute increment</u>
IOT Case Management	<u>«IOT_CM_RATE»/15 minute increment</u>
Physician Consultation	<u>«PHYS_CON_RATE»/15 minute increment</u>
MAT	<u>«MAT_SRVC_RATE»/15 minute increment</u>
Recovery Services – Individual Counseling	<u>«RS_IC_RATE»/15 minute increment</u>
Recovery Services – Group Counseling	<u>«RS_GC_RATE»/15 minute increment</u>
Recovery Services – Case Management	<u>«RS_CM_RATE»/15 minute increment</u>

B. Monthly payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of this Contract. Invoices received after the due date may not be paid in accordance with Subparagraph II.B of this Exhibit A to the Contract.

CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

C. 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.

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

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

F. CONTRACTOR shall establish a written policy to ensure separation of duties related to providing direct services and entering into the IRIS system. IRIS data shall be entered using the treatment information provided in the chart by direct service staff. CONTRACTOR shall strive to enter all UOS into IRIS by the 10th of each month following service month.

G. In conjunction with Subparagraph II.A above, CONTRACTOR shall not enter UOS into the COUNTY IRIS system for services not rendered. If such information has been entered, CONTRACTOR shall make corrections within ten (10) calendar days from notification by ADMINISTRATOR.

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

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

8. Exhibit A, Paragraph III. Records, of the Contract is deleted in its entirety and replaced with the following:

III. RECORDS

A. “CLIENT RECORDS – CONTRACTOR shall maintain adequate records in accordance with the COUNTY Guidelines and CCR, Title 22, related to DMC-ODS, and DHCS Certification Standards on each Client in sufficient detail to permit an evaluation of services, which shall include, but need not be limited to:

1. Intake, Medical Necessity, and Treatment plans shall be documented within thirty (30) calendar days in the Client's record.

2. Upon completion of Intake, an admission record shall be completed and documented in the progress notes that outpatient treatment services are appropriate for the Client. Such documentation, for outpatient treatment services, shall specify alcohol and/or other drugs used and identify the social, psychological, physical, and/or behavioral problems related to alcohol and/or other drug use.

B. 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, the ASRS Manual, and the DPFS Manual.

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

3. The Client eligibility determination and fee charged to and collected from Clients, together with a record of all invoices rendered and revenues received from any source on behalf of Clients treated pursuant to the Contract, must be reflected in CONTRACTOR’s financial records.

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

9. Exhibit A, Paragraph IV. Reports, of the Contract is deleted in its entirety and replaced with the following:

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 shall be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month following the report month.

2. CONTRACTOR shall be responsible to include in the monthly programmatic report any problems in implementing the provisions of the 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.

B. MONTHLY IRIS – CONTRACTOR shall participate in COUNTY's IRIS and input all IRIS and CalOMS data for the preceding month. All services shall be entered into IRIS within the time addressed above in the Payments Paragraph. CONTRACTOR shall complete a CalOMS encounter and a CalOMS admission record in IRIS within seven (7) calendar days of Client admission. CONTRACTOR shall complete a CalOMS discharge record in IRIS within seven (7) calendar days of Client's last face to face session. CONTRACTOR shall regularly run a CalOMS error detail report (CEDR) and correct any errors within two (2) business days of posting on the report and continue to recheck until error free. Annuals are due thirty (30) days prior to the anniversary date. 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.

C. 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.

D. CONTRACTOR shall obtain from eighty percent (80%) of Clients, the completed CESI within thirty (30) calendar days of admission, and the CEST shall be completed at mid-point and at completion for those Clients receiving at a minimum forty-five (45) calendar days of treatment.

1. CONTRACTOR shall ensure that surveys are completed by designated Clients, timely and accurately, including but not limited to, ensuring surveys contain provider number, Client ID number, responses to all psychosocial questions, responses for other important Client and CONTRACTOR information, and fields are filled and/or marked appropriately.

2. CONTRACTOR shall photocopy the CESI and CEST surveys and submit the originals to ADMINISTRATOR for COUNTY, once a month, on the tenth (10th) business day of each month.

3. CONTRACTOR shall maintain the photocopies of the CESI and CEST documents in Client files.

4. CONTRACTOR shall adhere to all COUNTY CESI and CEST transmission, reporting, scoring, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now exist or as they may be revised and/or amended in the future, for the review, use, and analysis of the CESI and CEST.

E. FISCAL REPORTING -

CONTRACTOR shall submit monthly Expenditure and Revenue/UOS Reports and Invoices to ADMINISTRATOR. These reports will be on forms acceptable to, or provided by, ADMINISTRATOR and will report actual costs, UOS, and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract. The Expenditure and Revenue Reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

F. 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.

G. CONTRACTOR agrees to enter psychometrics into COUNTY's EHR system as requested by ADMINISTRATOR. Said psychometrics are for 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 XII, from any claims that arise from non-COUNTY use of said psychometrics.

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

I. CONTRACTOR shall collect data on beneficiary characteristics as specified by ADMINISTRATOR, and on all services through an encounter data system or other method as specified by ADMINISTRATOR.

J. 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.

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

10. Exhibit A, Paragraph V. Services, of the Contract is deleted in its entirety and replaced with the following:

V. SERVICES

A. “FACILITY – CONTRACTOR shall provide Substance Use Disorder Outpatient Services at the following location, or at any other Certified DMC facility approved in advance, in writing, by ADMINISTRATOR.

«SUDOP_FAC1_STREET»	«SUDOP_FAC2_STREET»
«SUDOP_FAC1_CITY_ST_ZIP»	«SUDOP_FAC2_CITY_ST_ZIP»
«SUDOP_FAC3_STREET»	«SUDOP_FAC4_STREET»
«SUDOP_FAC3_CITY_ST_ZIP»	«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 working Clients 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 Medi-Cal CCR, Title 22 California Code of Regulations. 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 period of the Contract.
- c. Must have an ability to bill DMC and have a current contract with COUNTY.
- d. Close proximity to public transportation for easy access for Clients.
- e. Have a safe, drug-free, and welcoming environment and staff.
- f. Provide for translation services or employ bi-lingual personnel to enhance understanding for those Clients who are non-English speaking.
- g. Provide private rooms for individual counseling, separate administrative area for operations, billing, and file storage.
- h. Located in Orange County.
- i. 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.
- j. Time frames may be adjusted with prior approval from ADMINISTRATOR.

B. 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" with designated smoking areas outside the facility.

C. PERSONS TO BE SERVED SUBSTANCE USE DISORDER OUTPATIENT SERVICES – CONTRACTOR shall serve adults, ages eighteen (18) years or older, and/or adolescents ages (12-17), who have abstained from substance use for at least twenty-four (24) hours, have a diagnosis of substance use disorder and meet medical necessity as determined by a physician.

D. ADMISSIONS FOR SUBSTANCE USE DISORDER OUTPATIENT SERVICES

1. CONTRACTOR shall accept any person who is physically and mentally able to comply with the program's rules and regulations and is Drug Medi-Cal eligible. Admission to a program will occur only if determined appropriate by the diagnosis of a SUD, as defined in the current DSM (excluding tobacco use and non-substance related disorders), and by assessment using all six (6) dimensions of the COUNTY ASAM based criteria conducted, or reviewed and approved in a face-to-face interaction by a LPHA, or a physician. CONTRACTOR shall include each of the following elements in the Client's SUD assessment: Mental and emotional status, social, economic, family history, education/vocational training, employment history, legal status, medical history, alcohol and/or other drug use history and previous treatment history. 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 elicited use of prescribed medication(s).

2. 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.

3. Clients shall attend an orientation session within seventy-two (72) hours of admission which shall describe the functions and requirements of the program.

4. 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.

5. CONTRACTOR's Admission Policy shall reflect all applicable federal, state and county regulations.

6. CONTRACTOR shall have the right to refuse admission of a person only in accordance with its written admission policy; provided, however, CONTRACTOR shall comply with the Nondiscrimination provisions of the Contract.

7. CONTRACTOR shall evaluate Client monthly for DMC eligibility. All DMC eligible Clients shall be enrolled in DMC and services shall be billed accordingly, as directed in Subparagraph II.A. of this Exhibit A to the Contract. Clients who do not meet DMC eligibility should be referred by CONTRACTOR to the COUNTY owned and operated Substance Abuse Clinics.

E. WAITING LIST – CONTRACTOR shall maintain a waiting list for the Substance Use Disorder Outpatient program which satisfies the following requirements:

1. To engage the DMC beneficiaries in the treatment process as quickly as possible.

2. Only individuals who have been screened to determine eligibility for admission are on the waiting list. No persons eligible for DMC services will be placed on waiting lists for such services due to budgetary constraints as DMC is considered payment in full.

3. A roster, log, file, or equivalent record with names, addresses, and telephone numbers of qualified applicants for admission, is maintained along with dates of application, eligibility criteria, and dates and nature of follow up contacts.

4. A policy shall be maintained defining what individuals on waiting lists must do to remain eligible for admission and/or how CONTRACTOR will go about ensuring that applicants for admission remain interested in entering treatment.

5. Criteria shall be maintained defining when an individual's name is to be removed from the waiting list because of a loss of eligibility for admission or a failure to keep in contact with CONTRACTOR.

F. WORKLOAD STANDARDS – One (1) Direct Service Hour (DSH) will be equal to sixty (60) minutes of direct services.

1. CONTRACTOR shall provide an average of seventy-five (75) DSH per month or nine hundred (900) DSH per year per FTE of direct clinician time which shall include Individual Counseling, Case Management, Crisis Intervention, and Group Counseling Services. One (1) DSH shall be equal to one (1) hour. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum.

2. SUBSTANCE USE DISORDER OUTPATIENT CASELOAD – CONTRACTOR shall maintain an average monthly caseload of thirty (30) Participants per clinical FTE.

G. SERVICES TO BE PERFORMED

1. SUBSTANCE USE DISORDER OUTPATIENT SERVICES shall include, but not be limited to: a structured sequence of substance use disorder education, treatment planning, group and individual counseling for up to one hundred eighty (180) days. Successful completion of treatment may be considered when a Client has completed their treatment plan goals and may be earlier than one hundred eighty (180) days but no later than one hundred eighty (180) days without a continuing care justification between the fifth (5th) and sixth (6th) month of enrollment and each ongoing six (6) month period thereafter for DMC beneficiaries, as long as Client continues to meet Medical Necessity for SUD treatment services.

a. Screening – Prior to admission of adults, CONTRACTOR shall screen the individual using COUNTY's Brief County ASAM-based Assessment to be provided to CONTRACTORS. Individuals needing a higher level of care shall be provided appropriate services until linkage to a higher level of care is made. CONTRACTOR shall place the completed County ASAM-based tool, Health Questionnaire, SBIRT, and any other screening tools in the Client's file, as well as, documentation of such.

b. Assessment – CONTRACTOR shall assess the individual utilizing an ASAM-based Assessment tool to provide a standardized, comprehensive risk and needs assessment to each Client. CONTRACTOR shall include each of the following elements in the Client's SUD assessment: Mental and emotional status, social, economic, family history, education/vocational training, employment history, legal status, medical history, alcohol and/or other drug use history and previous treatment history. If the assessment indicates there is no medical necessity for any SUD treatment levels, a Notice of Action (NOA) will be provided to the Client after the assessment, or mailed to the Client no later than three (3) working days after the decision to deny

SUD services has been made.

c. 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 Substance Use Disorder.

d. Outpatient Services: ASAM Level 1 – means outpatient drug free (ODF) services are provided to adults and youth experiencing a SUD who meet medical necessity for this level of care, determined by an LPHA or physician’s diagnosis and County-based ASAM criteria. Services shall be less than nine (9) hours per week for adults and less than six (6) hour per week for adolescents.

e. Intensive Outpatient Services (IOT): ASAM Level 2.0 – means services are provided a minimum of nine (9) hours per week for adults and a minimum of six (6) hours per week for adolescents. CONTRACTOR may provide more than nineteen (19) hours per week for adolescents or adults when determined by a LPHA or Medical Director to be medically necessary. All services and documentation shall meet DMC standards. Components of Outpatient Services are:

- 1) Intake,
- 2) Individual Counseling between a beneficiary and a counselor/therapist.

Services provided in-person, by telephone or by telehealth qualify as DMC reimbursable units of service. Individual sessions are restricted to Intake/Screening, Intake/Assessment on different day, Treatment Planning, Treatment Planning updates; Collateral, Crisis, and Discharge Planning services.

3) Group Counseling consisting of face-to-face contacts in which one or more therapists/counselors treat two (2) or more Clients at the same time with a maximum of twelve (12) in the group, with at least one (1) being a DMC beneficiary. Each session must include the date and duration of service (begin and end times), topic of discussion and how it relates to substance use, CPT code, number of Clients, and the printed, signed name and signature of the person(s) conducting the group. Topics for discussion shall include but not be limited to, the following:

- a) Substance use education.
 - b) Conflict resolution, anger management, skills building.
 - c) Trauma (abuse, violence).
 - d) Relapse prevention.
 - e) Mechanisms for building self-esteem and personal assertiveness.
 - f) Life skills and vocational pursuits.
 - g) Cultural and acculturation issues.
 - h) Co-occurring issues.
 - i) Personal values, social relations, family functioning, coping mechanisms and related issues.
 - j) Chronic disease issues.
- 4) Group Sign-In Sheets – group sign-in sheets that 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.
- 5) Outpatient documentation – shall occur for each session attended by the Client and include 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 and shall include the following:
- a) The type and topic of the session and how the topic relates to substance disorders in the content of the progress note;
 - b) A description of the Client’s progress on the treatment plan and/or referrals;
 - c) Information on attendance, including the date, start and end times of each group or individual and;
 - d) Type or legibly print the name, date and signature of the counselor or therapist who conducted the session and document services within seven (7) calendar days of the session.
 - e) Include the appropriate CPT 10 code for the service delivered and the number of Clients in attendance.
- 6) Family Therapy – the effects of addiction are far-reaching and the Client’s family members and others significant to the Client are also affected by the SUD. Educational factors are important to the Client’s and family’s recovery to help motivate the Client to remain in treatment and receive support for their own family recovery as well. This is not a Collateral Service.
- 7) Medication Assisted Treatment – the prescription of medication related to SUD treatment services, or the assessment of the side effects or results of that medication

conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure. This means long-acting injectable Vivitrol which is reimbursed for onsite administration and physicians and licensed prescribers in DMC-ODS programs will be reimbursed for the ordering, prescribing, administering, and monitoring.

8) 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. If the Client indicates a desire for collateral sessions, these services must appear on the treatment plan.

9) Crisis Intervention Services – sessions between a therapist or counselor and a Client in crisis. Services shall focus on alleviating crisis problems meaning an actual relapse or an unforeseen event or circumstance which present an imminent threat of relapse to the Client. These types of sessions are not scheduled and do not appear on the treatment plan; crises may also occur on the same day as a scheduled group or individual service as initiated by the Client.

10) Treatment Planning – CONTRACTOR shall develop an individualized treatment plan 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 plan 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 update the treatment plan when a change in problem identification, focus of recovery or treatment occurs, or, no later than ninety (90) calendar days after signing the initial treatment plan, and no later than every ninety (90) calendar days thereafter, whichever comes first.

a) All treatment plans must be signed off by an LPHA or physician within fifteen (15) calendar days of the counselor's signature to indicate approval of the plan.

11) Case Management – CONTRACTOR shall provide Case Management services by contacting outside agencies and making referrals for services outside the scope of comprehensive substance use disorder treatment services as identified in the Client's

treatment/recovery plan as necessary to the Client's recovery. Such concomitant services include 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 twelve (12)-step programs. Said referrals and follow-up shall be documented in the Client's file.

12) Discharge Planning 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 community treatment, housing and human services. Discharge Planning may occur only once within thirty (30) calendar days prior to the date of the last face-to-face treatment with the Client. The Discharge/Exit Plan is developed during this session and shall include referrals to outside entities to ensure recovery/whole person care as needed. It shall also list relapse triggers and a plan to deal with each to prevent relapse. A copy shall be provided to the Client.

13) Discharge Summary – written criteria for the discharge summary shall include:

- a) Reason for discharge and duration of treatment
- b) Description of treatment episodes or recovery services
- c) Current alcohol and/or drug usage at discharge
- d) Vocational and educational achievements
- e) Legal status
- f) Linkages and referrals made
- g) Client's comments
- h) A description of the Client's goals and achievement towards those goals

as described in the Client's treatment plan.

- i) Prognosis
- j) Completion within thirty (30) calendar days of the date of

CONTRACTOR'S last face-to-face treatment contact for a DMC Client.

14) Recovery Services – while COUNTY offers contracted Recovery Maintenance Services as described under I. Common Terms and Definitions #26, CONTRACTOR shall link Client to recovery services whereby, the treatment community becomes a therapeutic agent in which Clients are empowered and prepared to manage their health and health care, via emphasis of such during treatment. Services are provided as medically necessary. Clients may access recovery services after completing their course of treatment whether being triggered, relapsed or as a preventative measure to prevent relapse; recovery services may be provided in the form of individual or groups counseling to stabilize the Client

and then reassess if they need further care; via recovery monitoring including coaching, monitoring by telephone and internet; by offering peer-to-peer services and relapse prevention; education and job skill linkages; through family support by providing linkages to childcare, parent education, child development support services, family/marriage education and/or other self-help support, spiritual and/or faith based support; and other ancillary service linkage to housing assistance, transportation, case management and individual services coordination. CONTRACTOR's program shall include an introduction to Narcotics Anonymous or Alcoholics Anonymous or other appropriate self-help programs. This shall include, at a minimum, brochures, flyers, and/or meeting guides and include self-help meetings on site or by referral.

15) SUBSTANCE USE SCREENING

a) CONTRACTOR shall have a written policy and procedure statement regarding alcohol and drug screening that includes unannounced drug and/or alcohol testing 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. For those situations where drug screening is deemed appropriate and necessary, CONTRACTOR shall:

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

(2) Document results of the drug screening in the Client's record.

(3) A copy of on-site testing results shall be placed in the Client's record indicating the outcome and include the signature and date of the Client and staff conducting the testing.

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

c) In the event that any Client receives a drug test result indicating any substance use, CONTRACTOR shall formulate and implement a plan of corrective action which shall be documented in the Client's record.

d) Drug and/or Alcohol testing is not a DMC reimbursable service and is not to be conducted during an Individual or Group session.

H. PERFORMANCE OBJECTIVES – CONTRACTOR shall achieve performance objectives by June 30, of 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 substance use disorder assessment, treatment, and counseling to adults with identified alcohol and/or drug problems as measured by Retention Rates. CONTRACTOR shall maintain a fifty percent (50%) YTD Retention rate;

a. Retention rates shall be calculated by using the number of Clients currently enrolled in or successfully completing their treatment program divided by the total number of Clients served during the evaluation period.

b. At least eighty percent (80%) of Clients who remain in the program for thirty 30 days or more will complete the program;

c. At least ninety percent (90%) of all DMC Clients discharged will either have graduated or left satisfactorily from the program;

2. Objective 2: At least seventy-five percent (75%) of former DMC Clients reached at a three (3) month follow-up will report continued abstinence.

a. CONTRACTOR shall photocopy the CESI and CEST surveys and submit the originals to ADMINISTRATOR for COUNTY, once a month, on the tenth (10th) business day of each month.

b. CONTRACTOR shall maintain the photocopies of the CESI and CEST documents in Client files.

c. CONTRACTOR shall adhere to all COUNTY CESI and CEST transmission, reporting, scoring, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now exist or as they may be revised and/or amended in the future, for the review, use, and analysis of the CESI and CEST.

3. Objective 3: CONTRACTOR shall implement a process improvement project as outlined in the NIATx model, targeting at least one of the following four (4) NIATx aims:

- a. Reduce waiting times
- b. Reduce no-shows
- c. Increase admissions
- d. Increase continuation in treatment

I. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

1. CONTRACTOR shall ensure that all persons 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.

a. 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.

1) 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.

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

b. 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.

1) CONTRACTOR shall obtain a copy of Client's medical clearance or release prior to Client's admission to the program when applicable.

2) A copy of the referral and clearance shall be filed in the Client's file.

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

d. The programs shall have and post written procedures for obtaining medical or psychiatric evaluation and emergency services.

e. The programs 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.

f. 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. DMC CONTRACTORS will notify the medical home provider immediately upon intake and will request medical records within one (1) week. 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) days. If medication is prescribed, SUD clinical staff will notify the medical home provider within one (1) week of prescribing. If no medical home is identified, CONTRACTOR will discuss the benefits of coordinated/integrated care and identifying a medical home shall be a goal on the treatment plan. All progress towards and attempts to link Client's to a medical home will be documented in the file.

J. INTERIM SERVICES – Any DMC Client participating in Outpatient or Intensive Outpatient treatment not admitted within ten (10) calendar days due to lack of capacity, and who place their names on the waiting list for admission, 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 Forty-eight (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.

K. 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 IRIS.
- c. Token of each staff member who leaves employment of CONTRACTOR.
- d. Tokens malfunctioning.

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.

L. GOOD NEIGHBOR POLICY - CONTRACTOR shall contact city management in each city where Client services are provided to inform them of the nature of the services provided under this Contract. CONTRACTOR shall work collaboratively with city management to resolve any concerns regarding community relations.

K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Contract.”

11. Exhibit A, Paragraph VI. Staffing, of the Contract is deleted in its entirety and replaced with the following:

VI. STAFFING

A. "CONTRACTOR shall, at a minimum, employ a Medical Director (physician) who, prior to the delivery of services under DMC-ODS, 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 DMC-ODS, and has signed a Medical Provider contract with DHCS as required by 42 CFR 431.107.

B. CONTRACTOR shall include bilingual/bicultural services to meet the needs of the population to be served under the Contract. Whenever possible, bilingual/bicultural staff should be retained.

C. 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 shall maintain documents 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.

D. Licensed, licensed waived, and certified counselors to provide individual and groups counseling. Specialists with children/adolescents and criminal justice populations are desired.

E. Case manager(s) defined as a certified counselor or LPHA to provide linkages to comprehensive and holistic care.

F. Quality Assurance staff to track data outcomes and report on ability to meet performance objectives and ensure file compliance with this Contract and the DMC-ODS Implementation Plan.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the staffing set forth in Subparagraph VI.; provided, however, such written agreement is made in advance of any staffing change.

H. 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.

I. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) 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.

J. CONTRACTOR may augment the above paid staff with volunteers or part-time student interns. Unless waived by ADMINISTRATOR, prior to providing services pursuant to the Contract, interns shall be Master's Candidates in Counseling or Social Work, have a Bachelor's Degree in a related field, or are participating in any state recognized counseling certification program. CONTRACTOR shall provide a minimum of one (1) hour supervision for each ten (10) hours 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 agreements. Volunteer or student intern services may not comprise more than twenty percent (20%) of the services provided.

K. Exceptions to staffing requirements set forth above, may be requested if CONTRACTOR deems the decision will benefit the Program. Requests for exceptions shall be submitted in writing and approved in advance by ADMINISTRATOR.

L. All program staff having direct contact with Clients shall, within the first (1st) year of employment, be trained in infectious disease recognition, crisis intervention techniques and to recognize physical and psychiatric symptoms that require appropriate referrals to other agencies. In order to complete required staff credentialing, CONTRACTOR shall ensure that all program staff including administrator, volunteers and interns having direct contact with Clients complete the following trainings prior to providing direct client services:

1. Annual Provider Training
2. Cultural Competency Training
3. ASAM A Training
4. ASAM B Training
5. Five Continuing Education Units or Continuing Medical Education in alcohol and drug use.

CONTRACTOR shall ensure that on an annual basis, all program staff including administrator, volunteers and interns having direct contact with Clients shall complete County Annual Provider Training, County Annual Compliance Training, Training on topics related to alcohol and drug use, Ethics and Boundaries, & Minimum one hour training in Cultural Competence.

M. CONTRACTOR shall develop a written plan and provide ongoing training on topics related to alcohol and drug use on an annual basis and submit to ADMINISTRATOR. All staff training shall be documented and maintained as part of the training plan. 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.

N. 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). Personnel files shall include the ethics of their licensing/certifying body for their professional designation.

O. CONTRACTOR shall provide pre-employment screening of any staff person/intern/volunteer providing any service pursuant to the Contract. All new staff, volunteers, and interns shall pass a one-time "live scan" finger printing background check prior to employment. ADMINISTRATOR may change this approval mechanism at their discretion. 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, prior to hiring, must 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 – PC, Sections 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;
 - c. No person shall have been convicted of any violent felony as defined in PC, Section 667.5, which involve doing bodily harm to another person, for which the staff member was convicted within five 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 Clients at another treatment facility.

2. Exceptions to staffing requirements set forth above, may be requested if CONTRACTOR deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and approved in advance by ADMINISTRATOR.

P. 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 providing any services pursuant to the 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 Staff Code of Conduct shall be posted in writing in a prominent place in the treatment facility.

Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Contract.”

This Amendment No. 3 modifies the Contract, including Amendments No. 1 and 2, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3, Amendments No. 1 and 2, and the Contract, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including Amendments No. 1 and 2, 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 that of 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: «NAME»

_____	_____
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

Brittany McLean

Deputy County Counsel

_____	_____
Print Name	Title
DocuSigned by: <i>Brittany McLean</i>	4/6/2021
Signature 9713A4061D4343D...	_____
	Date