



**AMENDMENT NO. 2  
TO  
CONTRACT NO. MA-042-20011754  
FOR  
Substance-Use Disorder Peer Mentoring Services**

This Amendment (“Amendment No. 2”) to Contract No. MA-042-20011754 for Substance-Use Disorder Peer Mentoring Services is made and entered into on July 1, 2023 (“Effective Date”) between Phoenix House Orange County, Inc. (“Contractor”), with a place of business at 1207 E. Fruit Street, Santa Ana, CA 92701, 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-042-20011754 for Substance-Use Disorder Peer Mentoring Services, effective August 14, 2020 through June 30, 2023, in an amount not to exceed \$1,500,000, renewable for two additional years (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract to modify Paragraph V. Services to add services to be provided to Adolescents, effective May 12, 2021; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to amend Paragraph VII. and Exhibit A of the Contract and to renew the Contract for two years 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 term of two (2) years, effective July 1, 2023 through June 30, 2025, in an amount not to exceed \$1,000,000 for this renewal term, for a revised cumulative total amount not to exceed \$2,500,000; on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

“Term: August 14, 2020 through June 30, 2025

Period One means the period from August 14, 2020 through June 30, 2021

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

Period Three means the period from July 1, 2022 through June 30, 2023

Period Four means the period from July 1, 2023 through June 30, 2024

Period Five means the period from July 1, 2024 through June 30, 2025

Not to Exceed Amount:

Period One Not to Exceed Amount:                   \$500,000

Period Two Not to Exceed Amount:	500,000
Period Three Not to Exceed Amount:	500,000
Period Four Not to Exceed Amount:	500,000
Period Five Not to Exceed Amount:	<u>500,000</u>
TOTAL NOT TO EXCEED AMOUNT:	\$2,500,000”

3. Paragraph VII. 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 separate Cost Reports for Period One, Period Two, Period Three, Period Four and Period Five, 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 Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. 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.”

4. All references to “Maximum Obligation” in the Contract are replaced with “Not to Exceed Amount”.

5. Exhibit A, Paragraph I. Common Terms and Definitions is deleted in its entirety and replaced with the following:

#### **“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. Best Practices is a term that is often used inter-changeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the Client at this time.

2. Care Coordination means services including, 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, to help the Client build support in the community and deal with impairments in life skills due to their substance use disorder. Care Coordination services include periodic reassessment of the Client’s need for continued case management services and assistance to successfully transition to lower or higher levels of care, as determined by the Client’s treatment provider.

3. Client means a male or female aged twelve (12) and over, for whom a COUNTY-approved intake and admission for peer mentoring services has been completed pursuant to this Contract.

4. Diagnosis means the definition of the nature of the Client’s substance use disorder.

5. Engagement means the process by which a trusting relationship between worker and Client(s) is established with the goal to link the Client (s) to the appropriate services. Engagement of Client(s) is the objective of a successful outreach.

6. Evidence-based practice (EBP) means the interventions utilized for which there is consistent scientific evidence showing it improved client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

7. Face-to-Face means an encounter between Client and provider where they are both physically present.

8. 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.

9. 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.

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

11. Outreach means contacting current or potential Clients to link them to appropriate services and may include activities that involve educating the community about the services offered and requirements for participation in the programs.

12. Protected Health Information (PHI) means individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

13. Recovery means a process of change through which Clients improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support recovery in life:

a. Health: Overcoming or managing one's disease(s) as well as living in a physically and emotionally healthy way;

b. Home: A stable and safe place to live;

c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income and resources to participate in society; and

d. Community: Relationships and social networks that provides support, friendship, love, and hope.

14. 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.

15. Substance Use Disorder (SUD) means a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

16. Telehealth means services between CONTRACTOR and Client 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.

17. 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 to the Contract.”

6. Exhibit A, Paragraph II. Budget, subparagraph A. of the Contract is revised to add Period Four and Period Five Budget as follows:

“ADMINISTRATIVE COST	<u>PERIOD</u> <u>FOUR</u>	<u>PERIOD</u> <u>FIVE</u>	<u>TOTAL (Includes Period</u> <u>One through Five)</u>
Salaries	\$ 8,652	\$ 8,652	\$ 48,400
Benefits Services &	1,947	1,947	11,356
Supplies	0.00	0.00	554
Indirect Costs	<u>63,835</u>	<u>63,835</u>	<u>323,321</u>
SUBTOTAL	\$ 74,434	\$ 74,434	\$ 383,631
ADMINISTRATIVE COST			
PROGRAM COST			
Salaries	\$286,988	\$286,988	\$ 1,314,437
Benefits	64,572	64,572	306,854
Services and Supplies	<u>74,007</u>	<u>74,007</u>	<u>495,079</u>
SUBTOTAL PROGRAM	\$425,566	\$425,566	\$2,116,371
COST			
TOTAL GROSS COST	\$500,000	\$500,000	\$ 2,500,000
SAPT FUNDING	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$ 2,500,000</u>
TOTAL REVENUE	\$500,000	\$500,000	\$ 2,500,000
TOTAL NOT TO EXCEED			
AMOUNT	\$500,000	\$500,000	\$2,500,000”

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

### **“III. 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 provisional amount of \$41,666 per month. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed the Not to Exceed Amount for each Period as stated in the Referenced Contract Provisions of the Contract and, provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, State, and Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

B. CONTRACTOR’s invoices shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due monthly by the tenth (10th) of the 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 the Contract.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent contract.

F. In conjunction with Subparagraph IV. C above, CONTRACTOR shall not enter Units of Service 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. 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.

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

8. Exhibit A, Paragraph IV. Reports, Paragraph V. Services and Paragraph VI. Staffing, of the Contract are deleted in their entirety and replaced with the following:

#### **“IV. 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.

B. CLIENT RECORDS – CONTRACTOR shall maintain adequate Client records in accordance with California Code of Regulations (CCR) and ADMINISTRATOR’s requirements 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. Client demographic information;
2. Documentation that SUD peer mentoring services are appropriate for the Client. This shall include documentation that the Client has a current SUD diagnosis or is currently receiving services for the assessment and treatment of an SUD diagnosis. This information can be documented by the referring provider on the SUD Peer Mentoring Linkage Form, but confirmation of eligibility criteria is ultimately the responsibility of CONTRACTOR;
3. Intake and admission forms specific to Contract services;
4. Informed consent for peer mentoring services;
5. Compliant consents for the release of confidential information;
6. Client disclosure log;
7. Emergency contact information;
8. Referral or linkage form;
9. Brief assessment of Client’s peer mentoring needs;
10. Care plan to document Client’s peer mentoring needs;
11. Progress notes for all Client services provided;
12. Documentation of referral and Linkage efforts;
13. Client outreach efforts made by CONTRACTOR.
14. Outcome measures as determined by ADMINISTRATOR;
15. Discharge plan;
16. Discharge summary;
17. Evidence of quality assurance reviews.

C. MONTHLY IRIS – CONTRACTOR shall input all Units of Service 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. CONTRACTOR shall utilize monitoring reports available in IRIS to ensure the accuracy of Units of Service and other forms that are entered by CONTRACTOR into IRIS.

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



## **V. REPORTS**

### **A. FISCAL**

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract. Any changes, modifications, or deviations to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

B. MONTHLY PROGRAMMATIC - 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. CONTRACTOR is responsible for ensuring that all information entered on the monthly programmatic report is error-free prior to submission.

1. CONTRACTOR shall report any problems in implementing the provisions of this Contract, pertinent facts or interim findings, staff changes, changes in service schedule or availability, 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.

2. CONTRACTOR shall track and maintain compliance with designated performance outcome objectives, as outlined in the Services paragraph of this Contract.

3. 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.

4. CONTRACTOR shall conduct satisfaction surveys with all Clients at intake and at discharge from the program.

C. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR as needed. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

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

## **VI. SERVICES**

A. FACILITIES - CONTRACTOR shall provide SUD Peer Mentoring services in accordance with the standards established by COUNTY as they may be amended or superseded at a later time during the course of this Contract within the specifications stated below, unless otherwise authorized by ADMINISTRATOR. CONTRACTOR shall adhere to the Adolescent

Substance Use Disorder Best Practices Guide when serving adolescents 12 through 17 years old. Services shall be provided at designated locations determined by ADMINISTRATOR, including the facility location indicated below.

1207 E. Fruit Street  
Santa Ana, CA, 92701

1. CONTRACTOR agrees that nearly all services will be provided in a face-to-face format, with Peer Mentors meeting Clients in the community and providing assistance to Clients in their own environments.

2. CONTRACTOR 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. This includes adolescent or adult Clients who may have conflicting obligations during the day.

3. 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.

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

5. CONTRACTOR must be:

- a. 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;
- b. A safe, drug-free, and welcoming environment and staff;
- c. Able to provide private rooms for peer services, separate administrative area for operations, billing and file storage; and
- d. Located in Orange County.

B. PERSONS TO BE SERVED – CONTRACTOR shall serve adults and adolescents aged twelve (12) years of age or older who have a diagnosis of or are receiving treatment for a substance use disorder. Clients must be currently enrolled or in the process of enrolling in SUD services provided or contracted by ADMINISTRATOR.

C. SERVICES TO BE PROVIDED – CONTRACTOR shall provide SUD peer mentoring services that are age, developmentally, and culturally appropriate and that utilize Evidenced Based Practices (EBPs) (i.e., Motivational Interviewing, Trauma Informed Care, etc.). SUD peer mentoring services will include:

1. System Navigation Support - CONTRACTOR's staff shall support Client's in moving through the system of care and accessing the services they need. CONTRACTOR's staff shall assist by:

- a. Providing accountability for Clients to attend their appointments;
- b. Helping to locate Clients who have not been attending their appointments;



- c. Assisting Clients with enrollment and acclimation at new provider locations; and
- d. Providing a team approach by collaborating with the referring counselor for the Client.

2. Referral and Linkages – CONTRACTOR shall provide referral and Linkage to supportive services in order to support Clients on their path of recovery. CONTRACTOR's staff shall support successful Linkage by making initial referrals on behalf of the Client and helping the Client to successfully access the needed service (e.g., providing transportation assistance, reducing barriers, motivational support). Referrals may include, but are not limited to, services to help Clients with:

- a. Physical health;
- b. Mental health;
- c. Benefits;
- d. Housing support;
- e. Nutritional assistance;
- f. Vocational, educational, or employment services;
- g. Self-help groups.

3. Peer Support – CONTRACTOR shall provide group and individual peer support services that create a positive, sober support for the Client based on the peer mentor and Client's shared lived experience with SUD. CONTRACTOR's staff shall provide Clients with opportunities for sober activities and sober social interactions that can help to create a safe and sober environment.

#### D. DOCUMENTATION

1. Progress Notes - CONTRACTOR shall document each session attended by the Client and include client 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 the Client's substance use disorder in the content of the progress note;
- b. A narrative describing the service, including how the service addressed the Client's need
- c. 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;
- d. Location of the Client at the time of receiving the service;
- e. Type or legibly print the name, date and signature of the provider who conducted the session and document services within three (3) business days of providing a service;
- f. Next steps including, but not limited to, planned action steps by the provider or by the Client, collaboration with the Client, collaboration with other provider(s) and any update to the Client's care plan as appropriate.

2. Assessment – CONTRACTOR shall complete a brief needs assessment for each Client admitted into peer mentoring services which shall be signed by the Peer Mentor completing the assessment. The assessment shall identify services, supports, and resources

needed by the Client to support them in their recovery. Each Client admitted into peer mentoring services shall be assessed within seven (7) calendar days of admission.

3. Care Plan – CONTRACTOR shall develop an individualized care plan with each Client admitted into peer mentoring services which shall be signed and dated by the Client and Peer Mentor within thirty (15) calendar days of admission. Each care plan shall include a plan to address the needed services, supports, and resources identified in the Client's needs assessment. The care plan shall specify the type(s) of interventions to be provided by the Peer Mentor, the expected frequency of interventions, and target dates for meeting the Client's needs. CONTRACTOR shall update the Client's care plan when a change in problem identification or focus of peer mentoring services occurs.

4. Discharge Planning – CONTRACTOR shall complete discharge planning with each Client admitted into peer mentoring services. Discharge planning is 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. CONTRACTOR shall begin discharge planning immediately upon enrollment. CONTRACTOR shall develop written procedures regarding Client discharge.

#### E. ADMISSIONS

1. CONTRACTOR shall accept any person who is physically and mentally able to comply with the program's rules and regulations and who meets the criteria established in Paragraph B of this section. 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. Clients may contact CONTRACTOR directly to request services. Clients may also be referred to CONTRACTOR by another COUNTY or COUNTY-contracted SUD provider.

3. CONTRACTOR shall have policies and procedures in place to screen for emergency medical conditions and immediately refer Clients 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 make every effort to initiate services within five (5) business days of request 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. 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 client engagement for peer mentoring services as measured by client enrollment rates. The client enrollment rate is measured by determining what percentage of referred Clients are successfully linked to the program. Ninety percent (90%) of Clients who are referred for peer mentoring services will be enrolled into the program within seven (7) calendar days.

2. Objective 2: CONTRACTOR shall provide effective Linkage services to Clients, as measured by the success rate of attempted client linkages. CONTRACTOR will track how many Client Linkages were attempted and calculate the percentage that resulted in a successful Linkage for the Client. Seventy-five percent (75%) of attempted Client Linkages will be considered successful.

3. Objective 3: CONTRACTOR will provide effective peer mentoring services as measured by client satisfaction surveys. CONTRACTOR will ensure that at least seventy-five percent (75%) of peer mentoring Clients are surveyed at the time of intake and at discharge. Seventy-five percent (75%) of Clients who complete a satisfaction survey will 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.

G. 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.

H. 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.

I. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Language translation services must be available for Clients 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.

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

1. Business License
2. Conditional Use Permit (if applicable)
3. Fire clearance
4. Client rights
5. Grievance procedures
6. Availability of translation services at no cost
7. Employee Code of Conduct
8. Evacuation floor plan
9. Equal Employment Opportunity notices
10. Name, address, telephone number for fire department, crisis program, local law enforcement, and ambulance service.

11. 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.

12. Information on self-help meetings. AA, NA, and non-12 step meetings shall be included.

K. NO PROSELYTIZING POLICY – 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.

L. AUTHORITY – 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.

M. 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.

N. OPIOID OVERDOSE EMERGENCY TREATMENT – CONTRACTOR shall have available at minimum two (2) unexpired Naloxone doses for the treatment of known or suspected opioid overdose. At least one (1) 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.

O. 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. Expiration or earlier 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.

P. 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.

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

R. 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.

S. 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.

T. CONTRACTOR shall notify ADMINISTRATOR, in writing, 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.

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

V. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any significant program changes.

W. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

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

**VII. STAFFING**

A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

ADMINISTRATIVE	<u>FTE</u>
Adults Program Director	<u>0.06</u>
SUBTOTAL ADMINISTRATIVE FTE	0.06
 PROGRAM	
Peer Program Director (Clinical Director)	0.35
Peer Mentor	4.00
Quality Assurance Specialist/Data Entry	1.00
SUBTOTAL PROGRAM FTEs	<u>5.35</u>
 TOTAL FTEs	 5.41

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



C. 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.

D. 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.

E. STAFF CONDUCT – CONTRACTOR shall establish a written Policies and Procedures for employees 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 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.

F. STAFF 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 have been or be a participant 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.

G. 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 Authority and Quality Improvement 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 drug abuse and alcoholism 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) 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 annually;

c. Naloxone Administration Training;

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

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

f. Additional trainings as required by ADMINISTRATOR.

3. CONTRACTOR Peer Mentors shall participate in the Peer Support Specialist certification process as requested during the term of the Contract by ADMINISTRATOR or by the California Department of Health Care Services. This may include, but not be limited to, completion of peer mentoring-specific trainings or successful completion of a Peer Support Specialist examination.

H. CONTRACTOR shall recruit, hire, train and maintain staff who possess qualifications including work, education and lived experience requirements that meet the level of expertise needed to perform required duties. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

I. CONTRACTOR staff shall be trained, or be willing and able to obtain training upon hire and prior to providing any services to Clients, on serious and persistent mental illness, substance use disorders, psychotropic medications and their effects, the principles of trauma-informed care, and motivational interviewing.

J. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources. This may include establishing contact with potential referral sources and clients to increase utilization and availability of peer mentoring services.

K. CONTRACTOR shall ensure sufficient program oversight to include, but not be limited to:

1. Monitoring and providing oversight of the program to ensure that staffing levels and qualifications shall meet the needs of the Clients served;
2. Development of all P&Ps regarding the program; at a minimum, P&P's shall be reviewed annually and revised as needed;
3. Researching, developing and implementing the most current best practices for peer mentors to utilize while working with Clients toward improving and maintaining their overall recovery;
4. Providing ongoing communication and supervision to Peer Mentors and other staff in the program to monitor and improve the peer mentors' capabilities and competencies to ensure that the Clients' needs are addressed with cultural and linguistic sensitivity;
5. Submittal of monthly programmatic reports and performance objective information to ADMINISTRATOR with verification that data is accurate and submitted by deadline;
6. Development and coordination of in-service training of staff, both initially and ongoing, on topics related to specific needs of the program including ongoing training on EBPs and providing additional community resources available to Clients. A training schedule with topics and target dates for the applicable year shall be provided to ADMINISTRATOR during the first month (July) of each fiscal year of the contract term;
7. Maintaining ongoing communication with ADMINISTRATOR in regards to program operations and issues.
8. Conducting in-person observation of Peer Mentors and providing ongoing feedback and discussion on best practices as needed;
9. Ensuring that Peer Mentors receive and complete the required annual trainings provided by COUNTY and by the program including any EBP trainings such as Motivational Interviewing;

L. Peer Mentor roles and responsibilities shall include, but not limited to:

1. Provide peer mentoring services in accordance with Services paragraph of Contract to the identified number of clients assigned to each Peer Mentor;
2. Provide services both in the office and in the field, meeting Clients in the communities where they are located;
3. Track the types of services and outreach efforts being provided to Clients;
4. Complete the required documentation for each service provided to Clients within the required timeline;
5. Complete all the required trainings as set forth by the Program and COUNTY;
6. Maintain ongoing communication with Program Director with regards to any client issues.

M. Quality Assurance Clinician roles and responsibilities shall include, but not limited to:

1. Monitor, collect and analyze all data reporting information gathered from the individual Clients' charts and submit to the Peer Program Director and/or Adult Program Director in a timely manner monthly;
2. Submit completed monthly client surveys as they pertain to peer mentoring services;
3. Maintain ongoing communication with Program with regards to data collection and reporting issues.

N. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

O. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

P. CONTRACTOR shall maintain personnel files for each staff member, including the management and other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

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

This Amendment No. 2 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. 2 and the Contract, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 2 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. 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: Phoenix House Orange County, Inc.**

Dr. Alice Gleghorn	President and CEO
_____ Print Name	_____ Title
<i>Dr. Alice Gleghorn</i> _____ Signature	2/9/2023 _____ Date
_____ 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
<i>Brittany McLean</i> _____ Signature	2/9/2023 _____ Date