



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-20011471
FOR
In-Custody Substance Use Disorder Treatment Services**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-20011471 for In-Custody Substance Use Disorder Treatment 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 East 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-042-20011471 for In-Custody Substance Use Disorder Treatment Services, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$2,999,589, renewable for two additional one-year periods (“Contract”); and

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

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

1. The Contract is renewed for a period of two (2) years, effective July 1, 2023 through June 30, 2025, in an amount not to exceed \$2,139,695 for this renewal period, for a revised cumulative total amount not to exceed \$5,139,284; 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: July 1, 2020 through June 30, 2025

Period One: July 1, 2020 through June 30, 2021

Period Two: July 1, 2021 through June 30, 2022

Period Three: July 1, 2022 through June 30, 2023

Period Four: July 1, 2023 through June 30, 2024

Period Five: July 1, 2024 through June 30, 2025

Amount Not to Exceed:

Period One Amount Not to Exceed: \$ 999,863

Period Two Amount Not to Exceed: \$ 999,863

Period Three Amount Not to Exceed: \$ 999,863

Period Four Amount Not to Exceed: \$ 1,057,354

Period Five Amount Not to Exceed: \$ 1,082,341

TOTAL AMOUNT NOT TO EXCEED: \$ 5,139,284”

3. Referenced Contract Provisions, CONTRACTOR DUNS Number provision, of the Contract is deleted in its entirety and replaced with the following:

“CONTRACTOR UEI Number: G5EYM14QM7D9”

4. All references to “Agreement” in the Contract are replaced with “Contract”.
5. All references to “Maximum Obligation” in the Contract are replaced with “Amount Not to Exceed”.
6. 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 each Period, or for a portion thereof, to COUNTY no later than sixty (60) 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.”

7. Exhibit A, Paragraph I. Common Terms and Definitions, subparagraphs A.4. through A.46., of the Contract are deleted in their entirety and replaced with the following:

“4. Evidence-Based Practice (EBP) means the interventions utilized for which there is consistent scientific evidence showing they 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.

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

6. California Outcomes Measurement System (CalOMS) means a statewide Client-based data collection and outcomes measurement system as required by the State to effectively manage and improve the provision of alcohol and other drug services at the state, COUNTY, and provider levels.

7. Case Management means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Client and of available resources and advocacy through a process of casework activities in order to achieve the best possible resolution to Client needs in the most effective way possible.

8. Client means a male or female adult eighteen (18) years of age or older who is incarcerated or recently released from a COUNTY jail facility, who has a qualifying substance use disorder, and is participating in the program.

9. Completion

a. Satisfactory Completion means Clients who have attended sessions as

prescribed and are discharged from treatment after making significant positive progress on their treatment plan goals.

- b. Unsatisfactory Completion means Clients who have not attended sessions or are discharged prior to release without making progress on their treatment plan goals.
10. Clinical Social Worker (CSW) means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-Master's clinical experience in a mental health setting.
 11. Diagnosis means the definition of the nature of the Client's disorder. When formulating the Diagnosis of a Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.
 12. Direct Service Hours (DSH) means a measure in hours and parts of hours that a clinician spends providing Client services. DSH credit is obtained for providing SUD services to any Client open in IRIS which includes both billable and non-billable services.
 13. 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.
 14. Face-to-Face means an encounter between Client and provider where they are both physically present or visible through the use of telehealth.
 15. Intake means the initial face-to-face meeting between a Client and CONTRACTOR's staff and includes an evaluation to determine if the Client meets program criteria and is willing to seek services.
 16. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a licensed MFT, a licensed CSW, a licensed PCC, or a licensed Clinical Psychologist.
 17. Integrated Records Information System (IRIS) means a collection of applications and databases that serve the needs of programs within COUNTY's Health Care Agency 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.
 18. Level of Care Assessment means a comprehensive set of guidelines for placement, continued stay, and transfer/discharge of Clients with addiction and co-occurring conditions developed by HCA based on ASAM criteria.
 19. Licensed Practitioner of the Healing Art (LPHA) means any Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologists, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor, Licensed Marriage and Family Therapists, or license-eligible practitioners working under the supervision of licensed clinicians, working within their scope of practice.
 20. 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.
 21. Medical Necessity means a set of criteria used to determine whether a Client meets eligibility criteria to be enrolled in services through this Contract.
 22. Marriage and Family Therapist (MFT) means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 626.

23. Professional Clinical Counselor (PCC) means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9.
24. National Provider Identifier (NPI) means the standard unique health identifier that was adopted by the Secretary of Health and Human Services under HIPAA. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.
25. Notice of Privacy Practices (NPP) means a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.
26. Outreach means the outreach to 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.
27. 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.
28. Pre-Licensed Therapist means a person who has obtained a Master's Degree in Social Work or MFT and is registered with the BBS as an Associate Clinical Social Worker or MFT Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the BBS.
29. Program Director means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision making at a local program level.
30. 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.
31. Referral means to send a Client to another person or place for services, help, advice, etc.
32. 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.
33. Substance Use Disorder (SUD) means a condition in which the use of one or more substances leads to a clinically significant impairment or distress as specified in the most current edition of the DSM published by the American Psychiatric Association.
34. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by ADMINISTRATOR, to determine the appropriateness of diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or

designee.

- 35. Telehealth means appointments between provider and Client conducted 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.
 - 36. Therapeutic Activity means activities such as individual counseling, groups, and self-help groups. These activities shall incorporate best practices and evidence-based approaches.
 - 37. Token means the security device which allows an individual user to access COUNTY’s computer-based IRIS.”
8. Exhibit A, Paragraph II. Budget, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Contract and the following budget, which are set forth for informational purposes only and may be adjusted by mutual agreement, in advance and in writing, by ADMINISTRATOR and CONTRACTOR.

ADMINISTRATIVE COSTS	
Indirect Costs	\$ 551,782
SUBTOTAL ADMINISTRATIVE COST	\$ 551,782
PROGRAM COST	
Salaries	\$ 3,486,413
Benefits	\$ 773,867
Services and Supplies	<u>\$ 327,222</u>
SUBTOTAL PROGRAM COST	\$ 4,587,502
TOTAL COST	\$ 5,139,284
REVENUE	
GENERAL FUND (NCC)	\$ 4,111,427
SUBSTANCE ABUSE BLOCK GRANT	<u>\$ 1,027,857</u>
TOTAL REVENUE	\$ 5,139,284
TOTAL AMOUNT NOT TO EXCEED	\$ 5,139,284”

9. Exhibit A, Paragraph IV. Reports, Paragraph V. Services and Paragraph VI. Staffing, of the Contract are hereby 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 types 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 expenditure of funds.
- B. 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. Evidence of intake and orientation to program;
 3. Documentation that SUD services are appropriate for the Client. This shall include documentation that the Client meets diagnostic criteria for a current SUD diagnosis;
 4. Intake and admission forms specific to services described in this Contract;
 5. Informed consent for services;
 6. Compliant consent forms for the release of confidential information;
 7. Client disclosure log to document PHI disclosures;
 8. Emergency contact information;
 9. Referral or linkage form;
 10. Needs assessment;
 11. Problem list or care plan;
 12. Client health questionnaire;
 13. CalOMS records;
 14. Progress notes for all Client services provided;
 15. Documentation of Referral and Linkage efforts;
 16. Client outreach efforts;
 17. Outcome measures (as determined by ADMINISTRATOR);
 18. Discharge plan;
 19. Discharge summary;
 20. Evidence of quality assurance reviews.
- C. MONTHLY IRIS – CONTRACTOR shall input all Units of Service provided into 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. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and DHCS on forms provided by either agency.
- B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of Exhibit A to the Contract. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month following the report month. 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.
 2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.
- C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Contract and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twentieth (20th) calendar days following the end of the month being reported. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.
- D. PROGRAMMATIC – CONTRACTOR shall provide the following Program Reports in support of In-Custody SUD services at the request of ADMINISTRATOR. These reports shall be on a form approved or provided by ADMINISTRATOR and submitted on or before the 20th of each month following the month of service. CONTRACTOR is responsible for ensuring accuracy of all reports prior to submission. Program report extensions must be approved in advance by ADMINISTRATOR.
1. CONTRACTOR is responsible for reporting 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 be responsible for tracking and maintaining compliance with designated performance outcome objectives, as outlined in the Services paragraph of this Contract.
- E. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

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

VI. SERVICES

A. FACILITY

1. FACILITY LOCATION – CONTRACTOR shall maintain facilities which meet the minimum requirements for DMC NRT Treatment Services for exclusive use by COUNTY at the following facility location(s), identified locations by ADMINISTRATOR as referenced in VI.A.2. below, or any other facility location approved, in advance and in writing, by ADMINISTRATOR:
 - Phoenix House
 - 1207 East Fruit Street
 - Santa Ana, CA 92701
2. CONTRACTOR agrees that most services shall occur in designated COUNTY jail facilities.
3. FACILITY STANDARDS – The facilities shall meet the following standards:
 - a. The facility shall include space to support the services identified within the Contract.
 - b. CONTRACTOR shall maintain regularly scheduled service hours, from 8:00 a.m. until 5:00 p.m., Monday through Friday, with the provision of at least one day per week for early morning or evening hours (before 8:00 a.m. and after 5:00 p.m.) or weekends, when necessary to accommodate Clients unable to participate during normal business hours.
 - c. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY's holiday schedule, unless otherwise authorized, in advance and in writing, by ADMINISTRATOR.

B. INDIVIDUALS TO BE SERVED

1. CONTRACTOR shall provide services to adult male and female individuals who are incarcerated at a COUNTY jail facility and who have a qualifying substance use disorder.
2. CONTRACTOR agrees that inmates may also voluntarily request In-Custody services. Inmates will be assessed and referred to the program by HCA personnel.
3. CONTRACTOR agrees to support inmates accessing the Post-Release Continuing Care continuum of services.
4. CONTRACTOR agrees that inmates with certain specific charges (e.g., violent offenses, major drug sales, sex offenses, history of narcotics in jail, etc.) may be excluded from the treatment program.

C. PROGRAM SERVICES

1. The Orange County Sheriff's Department (OCSD) has established, within the Orange County Jail System, sixty-four (64) beds for In-Custody Substance Use Disorder treatment programs for Clients. CONTRACTOR shall provide services in three service components:
 - a. In-Custody Substance Use Disorder Treatment Services;
 - b. Post-Release Continuing Care Services; and
 - c. Case Management Services.
2. In-Custody Substance Use Disorder Treatment Services

- a. CONTRACTOR shall provide an In-Custody, modified therapeutic community phased program that also incorporates self-help concepts.
 - b. CONTRACTOR shall provide an In-Custody program that will be housed within the Orange County Jail System.
 - c. CONTRACTOR shall ensure that Clients are housed together in the housing units dedicated to these services. Clients will receive intensive substance abuse recovery services for the duration of their remaining sentence, prior to being released in the community.
 - d. CONTRACTOR shall provide In-Custody programming that includes but is not limited to the following services:
 - 1) Substance abuse evaluation/inmate assessment
 - 2) Program Orientation
 - 3) Self-Help Meetings
 - 4) Individual counseling
 - 5) Process groups
 - 6) Substance abuse education groups
 - 7) Relapse prevention
 - 8) Recreational activities
 - 9) Pre-release Continuing Care and discharge planning
 - e. CONTRACTOR shall provide structured activities at least six and one-half (6 ½) days per week. A day means not less than eight (8) hours; a half day means not less than four (4) hours.
 - f. CONTRACTOR agrees that sanctions will be imposed on Clients to address Client's violation of program rules and that all sanctions must be pre-approved by HCA and OCSD.
 - g. CONTRACTOR agrees that incentives will be offered to Clients and that incentives must be pre-approved by OCSD.
3. Post-Release Continuing Care and Case Management Services
- a. CONTRACTOR agrees that, prior to release from the Theo Lacy Branch Jail, Clients will be linked to a Post-Release Continuing Care Case Management team.
 - b. CONTRACTOR agrees to ensure that the Case Management Team will provide Linkage to on-going services and will provide interim services to Clients while they are attempting to link to ongoing treatment.
 - c. CONTRACTOR agrees that Linkage to ongoing treatment will be based on an ASAM level screening so Clients will be linked to the appropriate level of care.
 - d. CONTRACTOR agrees that transportation services will be provided for all Clients to Post-Release Continuing Care services immediately upon release from jail.
 - e. CONTRACTOR agrees that transportation services will continue until Clients are fully linked to their ongoing provider.

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; and
 - 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 an ASAM-based assessment within thirty (30) calendar days of admission for each Client admitted into contracted services which shall be signed by the counselor or clinician completing the assessment and reviewed by an LPHA if the assessment is completed by a non-LPHA. The assessment shall identify services, supports, and resources needed by the Client to support them in their recovery.
 3. Problem list – CONTRACTOR shall develop an individualized problem list for each Client admitted into contracted services within thirty (30) calendar days of enrollment. The problem list will be utilized to determine areas for focus in treatment. CONTRACTOR shall update the Client's problem list when a change in problem identification or focus of treatment services occurs.
 4. Discharge Planning – CONTRACTOR shall complete discharge planning with each Client admitted into contracted 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. PERFORMANCE OUTCOME MEASURES
1. CONTRACTOR agrees that annually the percentage of Clients who complete the program by making substantial progress on their treatment plan goals and remaining in the program until their release should exceed 75%.
 2. CONTRACTOR agrees that annually 95% of Clients who are working with the post release case management team will link to ongoing services within ten (10) calendar days of release.
 3. CONTRACTOR agrees to engage in follow-up communication with all Clients going through the program. Follow-up contacts will occur at ninety (90) calendar days post-discharge and will gather information on current Client needs (e.g., need for resources, further services) as well as tracking post-treatment recidivism.
 4. CONTRACTOR shall have and post at the location where services are provided, written procedures for obtaining medical or psychiatric evaluation and emergency services.
- F. 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.
- G. 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.

- H. CONTRACTOR shall conduct regular quality assurance reviews to ensure compliance with the provisions of the Contract and with best practices in Client care.
- I. CONTRACTOR shall ensure timely entry of Client information and services into COUNTY's IRIS system.
- J. 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.
- 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. Termination of this Contract.
 5. ADMINISTRATOR will issue tokens for CONTRACTOR's staff members who require access to 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 develop all requested and required program specific policies and procedures (P&Ps) and guidelines, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates.
- T. CONTRACTOR shall provide initial and on-going training and staff development, as requested by ADMINISTRATOR.
- U. 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.

- V. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any significant program changes.
- W. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract with COUNTY. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Such Administrative management shall include, but not be limited to, the following:
1. Designate the responsible position(s) in your organization for managing the funds allocated to this 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 key staff and the Contract and Program Administrators; and
 9. Act quickly to identify and solve problems.
- X. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.
- Y. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Contract.

VII. STAFFING

- A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns, and members of the Board of Directors which will include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-Client relationships; prohibition of sexual contact with Clients; and conflict of interest. Prior to providing any services pursuant to the Contract, all members of the Board of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set forth in the Code of Conduct.
- B. CONTRACTOR shall ensure that administrative staffing is sufficient to support the performance of services pursuant to the 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 for 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. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) calendar days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract.
- G. CONTRACTOR agrees that all personnel assigned to the performance of the services will be closely evaluated and must be approved in advance by COUNTY and OCSD prior to beginning services. At the discretion of COUNTY, personnel requiring advance approval and OCSD clearance include but are not limited to the following:
 - 1. Licensed or Licensed waived clinicians
 - 2. Registered or Credentialed Substance Use Counselors
 - 3. Clinical Lead
 - 4. Program Manager/Director
 - 5. Medical Director
 - 6. Peer Employees (for Case Management Team)
- H. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an average of forty (40) hours work per week.

	FY 23-24	FY 24-25
ADMINISTRATIVE POSITIONS		
Program Administrator	<u>0.50</u>	<u>0.50</u>
Subtotal Administrative	0.50	0.50
PROGRAM POSITIONS		
	<u>FTE</u>	<u>FTE</u>
Program Manager	1.00	1.00
Quality Assurance Specialist	0.50	0.50
In-Custody Clinician	4.00	4.00
In-Custody SUD Counselor	3.00	3.00
Post Release Case Manager	2.00	2.00

Lead In-Custody SUD Counselor	<u>1.00</u>	<u>1.00</u>
Subtotal Program	11.50	11.50
Total FTEs	12.00	12.00

- I. 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. Crisis intervention; and
 - g. Recognition of individuals under the influence of alcohol and/or drugs.
 2. CONTRACTOR shall ensure that within thirty (30) calendar days of hire and on an annual basis, all program staff including administrator, volunteers, and interns shall complete:
 - a. Annual County Compliance Training;
 - b. Annual Provider Training for clinical and supervisory staff;
 - c. A minimum of one (1) hour training in cultural competence annually;
 - d. Naloxone Administration Training;
 - e. Annual training in the two minimum EBP utilized at the program;
 - f. Motivational Interviewing must be taken at least once and will count as one EBP for the year. CONTRACTOR may choose other EBP courses after;
 - g. Five hours of continuing education related to SUD;
 - h. Additional trainings as required by ADMINISTRATOR.
- J. WORKLOAD STANDARDS
1. Staffing levels and qualifications shall meet the requirements as stated in CCR Title 9, Division 1, Chapter 3, Article 8; Title 9; Division 4, Chapter 8 and/or the State of California Health and Human Services Agency’s Department of Health Care Services, Alcohol and/or Other Drug Certification Standards for Outpatient Services.
 2. All clinical staff providing treatment services shall be either licensed, registered interns, such as Associate Clinical Social Workers (ACSW), Associate Marriage and Family Therapists (AMFT), Associate Professional Clinical Counselor, and/or certified in accordance with state DHCS requirements and professional guidelines, as applicable.
 3. 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.

4. CONTRACTOR shall provide clinical supervision for all registered/waivered employees, interns and volunteers as required by the respective governing licensing board such as the Board of Behavioral Sciences (BBS). For BBS, a least one unit of supervision is required for the first 10 hours of psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+ hours of psychotherapy/counseling in a given week; after required hours have been accrued, staff must continue to receive required supervision until a license is issued. Clinical supervision shall be provided by qualified Licensed Mental Health Professionals (LMHP) within the same legal entity and be documented for all registered/waivered employees, interns and volunteers.
5. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR.
 - a. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.
 - b. An intern is an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a LMFT, a LCSW, LPCC, or a licensed Clinical Psychologist.
 - c. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.
6. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire, and updated annual criminal checks through the internet, utilizing Megan's Law, Orange County Sheriff's, and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as all the internet checks have been completed and are acceptable.
7. CONTRACTOR shall maintain personnel files for each staff member, including the management and other administrative positions, which will 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.
8. CONTRACTOR shall provide pre-employment screening of any staff person providing any service pursuant to the Contract.
 - a. All staff, prior to hiring, shall meet the following requirements:
 - 1) No person shall have been convicted of a sex offense for which the person is required to register as a sex offender under California Penal Code section 290.
 - 2) No person shall have been convicted of an arson offense – Violation of Penal Code sections 451, 451.1, 452, 452.1, 453, 454, or 455;
 - 3) No person shall have been convicted of any violent felony as defined in Penal Code section 667.5, which involve doing bodily harm to another person, for which the staff member was convicted within five years prior to employment;
 - 4) No person shall be on parole or probation;
 - 5) No person shall participate in the criminal activities of a criminal street gang and/or prison gang; and

- 6) 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.
- b. 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.
- K. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.
- L. 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.
- M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Contract.”

This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 shall prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. 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.

Alice Gleghorn

President and CEO

Print Name
DocuSigned by:
Alice Gleghorn

E036800A6FBE428...
Signature

Title

2/14/2023

Date

County of Orange, a political subdivision of the State of California
Purchasing Agent/Designee Authorized Signature:

Print Name

Signature

Title

Date

APPROVED AS TO FORM
Office of the County Counsel Orange County, California

Brittany McLean

Deputy County Counsel

Print Name
DocuSigned by:
Brittany McLean

9713A4061D4343D...
Signature

Title

2/14/2023

Date