



**AMENDMENT NO. 7
TO
CONTRACT NO. MA-042-21010263
FOR
Drug Medi-Cal Narcotic Replacement Therapy Treatment Services**

This Amendment ("Amendment No. 7") to Contract No. MA-042-21010263 for Drug Medi-Cal Narcotic Replacement Therapy Treatment Services is made and entered into on May 1, 2023, ("Effective Date") between Western Pacific Re-Hab ("Contractor"), with a place of business at 4544 San Fernando Road, Suite 202, Glendale, CA 91204, 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-042-21010263 for Drug Medi-Cal Narcotic Replacement Therapy Treatment Services, effective November 6, 2020 through June 30, 2023, in an amount not to exceed \$1,333,333, renewable for two additional one-year periods ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract to incorporate the Fiscal Year 2020-21 State Mandated Narcotic Treatment Program (NTP) Drug Medi-Cal (DMC) Organized Delivery System (ODS) Rates for the DMC Narcotic Replacement Therapy Treatment Services (Costa Mesa location), as indicated in the Behavioral Health Information Notice No: 20-054 from the Department of Health Care Services effective July 1, 2020 for fiscal year 2020-21; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Term provision in the Contract to state November 6, 2020 to June 30, 2023, to correct a clerical error; and

WHEREAS, the Parties executed Amendment No. 3 to amend the Contract to update the State Mandated NTP DMC ODS rates for reimbursement, as indicated in the Behavioral Health Information Notice No: 21-049 from the Department of Health Care Services Fiscal Year 2021-22 effective July 1, 2021; and

WHEREAS, the Parties executed Amendment No. 4 to expand the scope of work in Exhibit A of the Contract for Contractor to provide Drug Medi-Cal Narcotic Replacement Therapy Treatment Services to adolescents 12 through 17 years of age; and

WHEREAS, the Parties executed Amendment No. 5 to increase the Period Two Amount Not To Exceed by \$200,000, from \$500,000 to \$700,000, for a revised cumulative total amount not to exceed \$1,533,333; and

WHEREAS, the Parties executed Amendment No. 6 to amend the Contract to update the State Mandated NTP DMC ODS rates for reimbursement, as indicated in the Behavioral Health Information Notice No: 22-037 from the Department of Health Care Services Fiscal Year 2020-21 effective July 1, 2022 through June 30, 2023; and

WHEREAS, the Parties now desire to enter into Amendment No. 7 to amend Paragraph XIV. and Exhibit A of the Contract, to increase the Period Three Amount Not to Exceed by \$400,000 from \$500,000 to \$900,000 and to renew the Contract for two years; and

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

1. The Contract's Period Three Amount Not To Exceed is increased by \$400,000 from \$500,000 to \$900,000.
2. 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 \$1,800,000 for this renewal period, for a revised cumulative total amount not to exceed \$3,733,333; on the amended terms and conditions.
3. Referenced Contract Provisions, Term provision and Amount Not To Exceed provision, of the Contract are deleted in their entirety and replaced with the following:

"Term: November 6, 2020 through June 30, 2025

Period One means the period from November 6, 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

Amount Not To Exceed:

Period One Amount Not To Exceed	\$ 333,333
Period Two Amount Not To Exceed	700,000
Period Three Amount Not To Exceed	900,000
Period Four Amount Not to Exceed	900,000
Period Five Amount Not to Exceed	<u>900,000</u>
TOTAL AMOUNT NOT TO EXCEED	\$3,733,333"

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

"CONTRACTOR UEI Number: KU9NQJ4DKF85"

5. All references in the Contract to "Agreement" are deleted and replaced with "Contract".
6. Paragraph XIV. Indemnification and Insurance, of the Contract is deleted in its entirety and replaced with the following:

"XIV. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the

concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to COUNTY during the entire term of this Contract.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.

D. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by COUNTY's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in this Contract.

E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability Insurance	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

I. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

a. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, agents, and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

b. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by COUNTY shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the COI:

a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents, and employees as Additional Insureds for its vicarious liability.

b. A primary and non-contributory endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by COUNTY shall be excess and non-contributing.

J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

K. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment.

L. CONTRACTOR shall provide thirty (30) calendar days prior written notice to COUNTY of any policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which COUNTY may suspend or terminate this Contract.

M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are "Claims -Made" policies, CONTRACTOR shall agree to the following:

1. The retroactive date must be shown and must be before the date of

the Contract or the beginning of the Contract services.

2. Insurance must be maintained, and evidence of insurance must be provided, for at least three (3) years after expiration or earlier termination of contract services.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of this Contract.

N. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

O. Insurance certificates should be forwarded to the department address listed in the Referenced Contract Provisions.

P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by COUNTY, COUNTY may terminate this Contract upon written notice.

Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide acceptable Certificates of Insurance and endorsements to COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

S. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

T. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:

a. Prior to the start date of this Contract.
b. No later than the expiration date for each policy.
c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

2. The COI and endorsements shall be provided to COUNTY at the address as set forth in the Referenced Contract Provisions of this Contract.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.

b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all contracts between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are

submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage."

7. Exhibit A, Paragraph I. Common Terms and Definitions, of the Contract 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 this Contract.

1. AB109 Services means services for DMC covered Clients deemed eligible by California Department of Corrections and Rehabilitation and/or OCPD. Clients in AB 109 Services are those who have received sentencing for a felony or misdemeanor that is non-violent, non-sexual, and non-serious.

2. 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.

3. 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.

4. Care Coordination means services which include, but are 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. Additionally, care coordination includes helping Clients build support in the community and helping Clients deal with impairments in life skills due to their substance use problems. Care coordination service include periodic reassessment of the Client's need for continued care coordination services and assistance to successfully transition to lower or higher levels of care, as determined by review of the treatment plans.

5. Client means a male or female aged 12 and over residing in the County of Orange who has a primary problem of opiate use disorder and/or other qualifying substance use disorder allowable by the DMC-ODS formulary that also qualifies for admission as per Title 9 and contractual eligibility requirements.

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

7. 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 and are discharged without making progress on their treatment plan goals.

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

9. Counselor means a staff member who is registered or certified by one of the State approved Counseling Certification programs or who is a registered intern or licensed by the Board of Behavioral Sciences. A Counselor must remain in good standing with the certification or licensing process.

10. Crisis Intervention means providing emergency assessment and counseling with the Client in a crisis situation. This shall include an actual relapse or an unforeseen event or circumstance which presents an imminent threat of relapse to stabilize the emergency situation. Crisis sessions shall be limited to the stabilization of the Client's emergency situation.

11. Detoxification Therapy means narcotic therapy used in decreasing medically determined dosage levels for a period of not more than twenty-one (21) calendar days, to reduce or eliminate opiate dependence.

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

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

14. Dose means the administration of a specific amount of methadone and/or other MAT prescribed by a physician for the Client's care along with medical care and individual and/or group counseling.

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

16. Drug/Alcohol Screening means providing drug/alcohol screening/testing once a month or as delineated by HCA.

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

18. Group Counseling means group-based services with a minimum of two (2) Clients and a maximum of twelve (12) Clients with at least one DMC beneficiary per group billed in ten (10) minute increments. Group counseling sessions are provided in a developmentally appropriate environment (i.e., age, culture, etc.) and utilize evidence-based practices (EBP).

19. Individual Counseling means counseling provided to an individual

as needed and identified on the treatment plan as appropriate for Clients. Individual Counseling shall be performed at a minimum of one (1) fifty (50) minute session per month. Utilization of EBPs in these sessions is required by the County DMC-ODS standards.

20. 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. This includes utilization of an ASAM-based Assessment, or any other tools as designated by COUNTY HCA, to provide a standardized, comprehensive risk and needs assessment to each Client. Assessment tools will be co-occurring capable, and meet best practice standards.

21. 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.

22. 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. Level of care determination must be documented by a LPHA within their scope of practices.

23. Licensed Practitioner of the Healing Art (LPHA) means any Physicians, 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.

24. 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.

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

26. Maintenance Therapy means the treatment modality whereby narcotic replacement therapy is used in sustained, stable, medically determined dosage levels for a period in excess of twenty-one (21) calendar days, to reduce or eliminate chronic opioid use disorder, while the patient is provided a comprehensive range of treatment services.

27. Medical Director means the physician licensed to practice medicine in California who is responsible for medical services provided by CONTRACTOR. The Medical Director shall be enrolled with DHCS under applicable state regulations. The Medical Director duties encompass signing of documentation, placing Clients in treatment, initiating, altering and terminating therapy medications and dosage amounts, supervising the administration and dispensing of medications, and planning and supervising provision of treatment, including regular review and notes in the Clients' records.

28. Medical Necessity means the decision by CONTRACTOR's Medical Director that a Client meets admission criteria and continuing care justification pursuant to CCR, Title 22 and Title 9, Section 10270. Medically Necessary services are provided in accordance with an individualized treatment plan determined by a licensed physician or licensed prescriber and approved and authorized according to State requirements.

29. Medication Psychotherapy means a type of counseling service consisting of a face-to-face discussion conducted by the Medical Director of the NTP on a one-on-one basis with the Client on issues identified in the treatment plan.

30. Medication Services means the physician prescribed medications related to a Client's SUD treatment services covered under the DMC-ODS formulary including methadone, buprenorphine, naloxone, buprenorphine-naloxone, naltrexone, and disulfiram. CONTRACTOR staff will regularly communicate with physicians unless the Client refuses to consent to sign a 42 CFR Part 2 compliant Authorization to Disclose form.

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

32. Perinatal means the condition of being pregnant or up to sixty (60) calendar days postpartum. In addition to the services established for outpatient Clients, the provider must offer Perinatal Clients additional parenting education, referrals, transportation, childcare, and other services, as specified by the DHCS Perinatal Practice Guidelines. If Client no longer meets this Perinatal definition, the Client would be eligible for non-Perinatal services as long as they meet medical necessity for the designated level of care.

33. Physician Extender means a registered nurse practitioner and physicians' assistants only.

34. Program Protocol means the written program description, goals, objectives, and policies established by CONTRACTOR for the methadone therapy program provided pursuant to the Contract.

35. Screening means the process by which the program obtains information about the individual seeking admission for methadone therapy services.

36. 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.

37. 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.

38. Telehealth means office or outpatient visits between provider 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.

39. Token means the security device which allows an individual user to access the HCA computer based IRIS.

40. Unit of Service means a calendar month of treatment services at a Narcotic Treatment Program provided pursuant to Title 22 and Title 9. Dosing and counseling services may be provided on the same day to a single Client.

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

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

"I. 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 State Mandated NTP DMC ODS rates of reimbursement, as listed below, or as amended by State mandate:

<u>Service</u>	<u>Unit of Service</u>	<u>Fee Determination</u>	<u>Regular DMC Rate per unit</u>	<u>Perinatal DMC Rate per unit</u>
NTP - Methadone	Daily	State Mandated	\$16.20	\$17.45
NTP – Buprenorphine-Mono	Daily	State Mandated	\$31.32	\$42.38
NTP – Buprenorphine-Naloxone: Tablets	Daily	State Mandated	\$31.80	\$42.85
NTP – Buprenorphine-Naloxone: Film	Daily	State Mandated	\$28.31	\$39.37
NTP – Buprenorphine Injectable	Monthly	State Mandated	\$1,970.17	\$1970.17
NTP – Naltrexone Injectable	Monthly	State Mandated	\$2,151.97	\$2,151.97
NTP - Disulfiram	Daily	State Mandated	\$11.30	\$11.47
NTP – Naloxone	Dispensed according to need	State Mandated	\$144.96	\$144.96
Physician Consultation	15-minute increments	County Determined	\$89.30	\$89.30
NTP – Individual Counseling	One 10-minute increment	State Mandated	\$19.07	\$27.21
NTP – Group Counseling	One 10-minute increment	State Mandated	\$4.49	\$9.09

B. MAT will be reimbursed for onsite administration and dispensing at NTP programs; additionally, physicians and licensed prescribers in DMC programs will be reimbursed for the ordering, prescribing, administering, and monitoring of MAT as per DMC-ODS Waiver STC's. However, the total of monthly payments to CONTRACTOR shall not exceed COUNTY's Not to Exceed Amount set forth in the Referenced Contract Provisions of the Contract; and provided further that CONTRACTOR's invoicing and billing are allowable pursuant to applicable COUNTY, federal and state regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the negotiated amount for actual units of service provided during Period One and/or Period Two, as specified in the Referenced Contract Provisions of this Contract, has not been fully paid. Non-compliance will require the completion of a CAP by CONTRACTOR. If CAPs are not completed within timeframes approved by ADMINISTRATOR, payments may be reduced accordingly.

C. COUNTY shall pay CONTRACTOR monthly, in arrears, however, the total of such

payments during any Period shall not exceed COUNTY's corresponding Period Not to Exceed Amount. CONTRACTOR's invoices shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Invoices are due by the tenth (10th) calendar day of each month, and payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice form.

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

E. All invoicing and billing to COUNTY shall be supported at CONTRACTOR's facility, by source documentation, including, but not limited to, Client charts, electronic health records, treatment plans, records of services, etc. that clearly denote the appropriate and allowable provision of specified units of service to eligible Clients to which CONTRACTOR is entitled to compensation as a result of and in the performance of duties for COUNTY.

F. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of this Contract or is not in compliance with federal, state or COUNTY regulations governing the provision of contracted services.

G. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of this Contract, except as may otherwise be provided for under this Contract.

H. In conjunction with Subparagraph II.A and B. above, CONTRACTOR shall not enter Units of Service into 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.

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

J. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB Circular A-133. CONTRACTOR is responsible for complying with any federal audit requirements within the reporting period specified by OMB Circular A-133.

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

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

"II. RECORDS

A. CLIENT RECORDS – CONTRACTOR shall maintain adequate records in accordance with the DHCS as they may be amended or superseded at a later time during the course of this Contract, the COUNTY Guidelines, California Code of Regulations (CCR), Title 22, Title 9, and ADMINISTRATOR's requirements on each individual Client in sufficient detail to permit an evaluation of services, which shall include documentation of all activities, services, sessions, and assessment, including but not limited to:

1. Documentation that the prescribed treatment for substance use disorders is appropriate for the Client. This shall include the Medical Director or LPHA's initial medical

necessity determination for the DMC-ODS benefit, including evidence of prior treatment history and/or current use of opiates and/or alcohol;

2. SUD Diagnosis;
3. Date of Birth;
4. Intake and admission data, including a physical examination;
5. Treatment Plans;
6. Reassessments of Client functioning;
7. Progress notes, including those for required monthly counseling sessions;
8. Medication orders and regular reviews signed by the physician;
9. Continuing Service Justifications;
10. Laboratory test orders and results, including Tuberculosis clearance and other lab results as required by Title 9 and HCA Contract;
11. Evidence of care coordination to support Clients in meeting their essential needs;
12. Screening for Human Trafficking – each Client's chart shall contain the results of screening for victims of human trafficking (TVPA 2000);
13. California Outcomes Measurement System (CalOMS);
14. Outcome measures and screening tools as determined by ADMINISTRATOR;
15. Drug screening results, as well as CONTRACTOR's response to a test or analysis for illicit drug use which discloses: the absence of methadone and/or other prescribed medications and their primary metabolites, the presence of any illicit drugs, or abuse of other substances, including alcohol;
 - a. Discharge plan;
 - b. Discharge summary;
 - c. Quality Review Check Sheet; and
 - d. Any other Client information which the program finds useful in treating the Client or as ADMINISTRATOR deems necessary;

16. CONTRACTOR shall retain all Client medical records for ten (10) years following discharge of the Client, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for ten (10) years after the last date of service, whichever is longer.

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

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

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

3. CLIENT FEES – Pursuant to 42 CFR 438.106, CONTRACTOR shall not collect fees from a Medi-Cal beneficiary or persons acting on behalf of the beneficiary for any SUD or related administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments. Drug Medi-Cal is payment in full for treatment services rendered for Medi-Cal beneficiaries. The Client eligibility determination and fee charged to and collected from Clients, together with a record of all billings rendered and revenues received from any source, on behalf of Clients treated pursuant to the Contract, must be reflected in CONTRACTOR's financial records.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify

the Records Paragraph of this Exhibit A to the Contract.”

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

“III. REPORTS

A. MONTHLY PROGRAMMATIC

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

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

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

B. 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. Services entered into IRIS must match the monthly billing documents prior to funds being released. CONTRACTOR shall utilize monitoring reports available in IRIS to ensure the accuracy of Units of Service and other forms that are entered by CONTRACTOR into IRIS.

C. CalOMS – CONTRACTOR shall: (1) enter an error-free CalOMS admission record within twenty-one (21) calendar days of the start of services, (2) enter an error-free CalOMS annual record between one (1) and sixty (60) calendar days prior to the admission anniversary, and (3) enter an error-free CalOMS discharge record within twenty-one (21) calendar days after the last face-to-face service. CONTRACTOR shall utilize the CalOMS Error Detail Report (CEDR) to ensure that any CalOMS entry errors are corrected within two (2) business days of the entry. CONTRACTOR shall utilize other available CalOMS monitoring reports to ensure correct and timely submission and will report findings of these reports at monthly meetings with ADMINISTRATOR. CONTRACTOR shall ensure that a minimum of ninety-six percent (96%) of their CalOMS are completed on time monthly. Any individual provider of services must have an NPI number and be listed in IRIS as the provider of the service conducted prior to performing any clinical services.

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

E. ACCESS LOG – CONTRACTOR shall track and enter information on requests for services into a designated form provided by ADMINISTRATOR.

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

G. CONTRACTOR agrees to enter psychometrics into COUNTY’s EHR system as requested by ADMINISTRATOR. Said psychometrics are for COUNTY’s analytical uses only,

and shall not be relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY harmless, and indemnify pursuant to Paragraph XIV. of the Contract, from any claims that arise from non-COUNTY use of said psychometrics.

H. CONTRACTOR shall submit reports as required by the ADMINISTRATOR and/or the State.

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

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

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

"IV. SERVICES

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

B. CONTRACTOR shall order, prescribe, administer, and monitor methadone and all other DMC-ODS reimbursable medications for the treatment of substance use disorders. CONTRACTOR shall make available all reimbursable forms of the following medications: methadone, buprenorphine, buprenorphine-naloxone, naloxone, naltrexone, and disulfiram.

C. FACILITY – CONTRACTOR shall provide contracted services in accordance with the standards established by COUNTY and State DHCS 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 provide services within a DMC certified, and state-licensed NRT program, in accordance with the standards established by COUNTY and under Title 9, Division 4, Chapter 4 of the CCR by the State of California, DHCS. The environment shall be healthy and safe and the facility shall be clean and in good repair. Services shall be provided at the following location, or at any other Certified DMC facility approved in advance, in writing, by ADMINISTRATOR:

275 Victoria Street 1H
Costa Mesa, CA 92627-1905

1. CONTRACTOR's facility shall operate 365 days per year with scheduled closures only as permitted by state and federal regulations and guidelines. Hours of operation may be adjusted with prior approval from ADMINISTRATOR.

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

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

5. CONTRACTOR shall be DMC Certified to provide DMC NTP services to DMC beneficiaries prior to initiating this Contract. CONTRACTOR is expected to provide DMC treatment services and bill per NTP billing guidelines. Therefore, CONTRACTOR must be:

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

b. Diligent and maintain active DMC certification throughout all Period(s) of this Contract.

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

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

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

f. Located in Orange County.

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

D. PERSONS TO BE SERVED – CONTRACTOR shall serve adolescents and adults twelve (12) years of age or older. In order to receive services through the DMC-ODS, the Client must be enrolled in Medi-Cal, reside in Orange County, and meet medical necessity criteria, as outlined below. As COUNTY resources allow and as approved by ADMINISTRATOR, CONTRACTOR may serve Clients that are in the process of applying for Medi-Cal or those Clients that are in the process of having Medi-Cal reinstated as long as Clients reside in Orange County and meet medical necessity criteria, as outlined below.

E. MEDI-CAL ELIGIBILITY - MEDICAL NECESSITY

1. CONTRACTOR must verify the Medicaid eligibility determination of potential Clients. The verification shall be reviewed and approved by ADMINISTRATOR prior to payment for services, unless the individual is eligible to receive services from tribal health programs operating under the Indian Self Determination and Education Assistance Act (ISDEAA – Pub.L 93-638, as amended). If the individual is eligible to receive services from tribal health programs operating under the ISDEAA, then the determination shall be conducted as set forth in the Tribal Delivery System – Attachment BB to the STCs. CONTRACTOR may accept uninsured persons with proof of Medi-Cal application.

2. The initial medical necessity determination for an individual to receive a DMC-ODS benefit must be performed face-to-face by the Medical Director or appropriate designee within their scope of practice and as allowed by state and federal regulations.

3. All Medi-Cal beneficiaries under the age of twenty-one (21) are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under the age of twenty-one

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

4. CONTRACTOR shall ensure Clients are reassessed for continued medical necessity and appropriate level of care placement.

F. ADMISSIONS

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

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

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

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

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

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

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

H. INTERIM SERVICES – Any DMC Client participating in NTP treatment not admitted within three (3) calendar days due to lack of capacity shall be provided interim services. Interim services shall consist of: Voluntary testing, referral for medical evaluation, if appropriate; and HIV education, HIV risk assessment and disclosure counseling and voluntary confidential HIV antibody testing. For pregnant women, interim services shall also include counseling on the effects of alcohol and drugs on the developing fetus and referral to prenatal medical care services. Interim services may be provided directly or by referral to ADMINISTRATOR or another appropriate provider and given to prospective Clients within 48 hours. Provision of interim services for DMC covered Client with alcohol and/or other drug problems, who could otherwise be admitted into substance use disorder outpatient treatment, shall be documented in IRIS, and reported monthly by the fifth (5th) business day or as

determined by ADMINISTRATOR.

I. In the event of non-compliance with timely access to care requirements, ADMINISTRATOR shall provide CONTRACTOR assistance to adhere to the requirements. ADMINISTRATOR shall also issue a written report documenting the non-compliance and require CONTRACTOR to submit a CAP within thirty (30) calendar days of the report. ADMINISTRATOR is responsible for approving the CAP and verifying that corrections have been made to resolve timely access.

J. NTP SERVICES shall include: screening, assessment, physical examination, care coordination, individual counseling, group counseling, collateral services, medication services, medical psychotherapy, patient education, SUD crisis intervention services, and discharge services, as required by federal, state, and COUNTY rules and regulations. NTP services are provided when determined to be medically necessary by a physician or Physician Extender. All services and documentation shall meet DMC standards. Components of NTP Services are:

1. **ASSESSMENT** – Within three (3) calendar days of admission, CONTRACTOR shall assess the Client utilizing an ASAM-based Assessment tool approved by ADMINISTRATOR to provide a standardized, comprehensive risk and needs assessment. Assessment of each Client shall include at a minimum their history and current functioning status in the following categories: substance use and prior treatment history, medical, family, psychiatric/psychological, social/recreational, financial, educational, employment, criminal, legal status. Additionally, CONTRACTOR is encouraged to assess each Client for stress management, literacy, developmental and cognitive levels, emotional skills, self-help/independent living skills, risk of suicide, current/history of physical and/or sexual abuse, and perpetration of physical and/or sexual abuse. Individuals assessed to need SUD services outside of NTP services will be referred to providers within the network who can provide the needed service. If the assessment indicates there is no medical necessity for any SUD treatment levels, an NOABD will be provided to the Client after the assessment or mailed to the Client no later than three (3) business days after the decision to deny SUD services has been made. The content of Client records shall follow Title 9, Section 10165 and all other requirements specified by this Contract.

2. **PHYSICAL EXAMINATION** - Before admitting a Client to treatment, the Medical Director shall determine Medical Necessity by either conducting a medical evaluation or documenting the review in agreement with a medical evaluation conducted by the physician's designee.

3. **COUNSELING** - Upon completion of the initial treatment plan, CONTRACTOR shall arrange for Client to receive a minimum of fifty (50) minutes to a maximum of two hundred (200) minutes of counseling services per calendar month for Maintenance, except when waived and documented by CONTRACTOR's Medical Director. Counseling services shall be in accordance with the following requirements:

a. Program staff member conducting the session must be a Counselor or LPHA;

b. The session must be conducted in a private setting in accordance with all applicable federal, state, and COUNTY regulations regarding confidentiality; and

c. The format of the counseling session shall be in an Individual session, Group session, or medical psychotherapy, with all services including a face-to-face discussion with the Client on issues identified in the Client's treatment plan.

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

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

b. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.

c. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

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

6. NARCOTIC REPLACEMENT THERAPY – Medication prescription, administration, and monitoring services provided in a stable, medically determined manner to reduce or eliminate chronic opioid use disorder, while the Client is provided a comprehensive range of treatment services.

7. MEDICATION ASSISTED TREATMENT – CONTRACTOR shall either directly offer or have an effective referral mechanism to MAT for Clients with SUD diagnoses that are treatable with Food and Drug Administration (FDA)-approved medications or biological products. CONTRACTOR's referral mechanism shall include a warm handoff by CONTRACTOR to the MAT provider to ensure the Client has been accepted into the MAT provider's program. The warm handoff must be done in real-time with the Client. Medically necessary MAT services directly offered by CONTRACTOR must be provided in accordance with an individualized treatment plan determined by a licensed physician or LPHA working within their scope of practice.

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

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

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

8. MAINTENANCE TREATMENT PLANNING - CONTRACTOR shall, within twenty-eight (28) calendar days of initiation of Narcotic Replacement Therapy for a Maintenance Client, have a registered, certified, and/or licensed Counselor/ LPHA develop an individualized treatment plan with each Client per Title 9, Section 10305 which shall be based on the multi-dimensional assessment and health assessment.

a. Maintenance treatment plans shall include:

i) Goals, based on identified needs, to be achieved by the Client with estimated target dates for attainment in accordance with the following. Short-term goals are estimated to require eighty-nine (89) calendar days or less for Client to achieve. Long-term goals are estimated to require a specified time exceeding ninety (90) calendar days

for Client to achieve.

ii) Specific behavioral tasks the Client must accomplish to complete each short-term and long-term goal;

iii) A description of the type and frequency of counseling services to be provided to the Client;

iv) An effective date based on the day the Counselor signed the initial treatment plan;

v) The SUD diagnosis shall appear on the treatment plan;

b. The Supervising Counselor shall review the initial maintenance services plan, along with the needs assessment, and all updated maintenance services plans within fourteen (14) calendar days from the effective dates and shall countersign these documents to signify concurrence with the findings; and

c. Medical Director or Designee will review the needs assessment, and sign the initial and all updated treatment plans within fourteen (14) calendar days of Counselor's signature.

d. CONTRACTOR's registered, certified, and/or licensed Counselor/LPHA shall evaluate and update the Client's treatment plan whenever necessary, or at a minimum once every three (3) months from the date of admission. The updated treatment plan shall include:

i) A summary of the Client's progress or lack of progress toward each goal identified in the initial treatment plan;

ii) New goals and behavioral tasks for any newly identified needs, and related changes in the type and frequency of counseling services.

9. DETOXIFICATION TREATMENT PLANNING – CONTRACTOR shall develop an individualized treatment plan for each detoxification Client which shall include:

a. Provisions to assist the Client to understand illicit drug addictions and how to deal with them.

b. Provisions for furnishing services to the Client as needed when the period of detoxification treatment is completed.

c. The treatment services required and a description of the role they play in achieving the stated goals.

d. The type and frequency of scheduled counseling services.

10. SUBSTANCE USE SCREENING

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

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

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

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

b. Drug and/or alcohol test results can be used to assist in diagnosis,

confirm clinical impressions, help modify the treatment plan, and determine the extent of the Client's reduction in substance use. However, clinical decisions should not be based solely on these results.

c. If any Maintenance Client's drug screen results indicate a negative pattern of testing positive for non-opioid illegal substances, or methadone diversion, CONTRACTOR shall thoroughly document the corrective action taken to refocus the Client. All counseling session discussions and referrals/Linkages shall be documented.

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

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

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

12. DISCHARGE SERVICES - The process to prepare the Client for referral into another level of care, post treatment return or reentry into the community, and/or the Linkage of the Client to essential community treatment, housing and human services. CONTRACTOR shall begin discharge planning immediately upon enrollment. CONTRACTOR shall develop written procedures regarding Client discharge.

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

i) A description of each of the Client's relapse triggers;
 ii) A plan to assist the Client to avoid relapse when confronted with each trigger;
 iii) A support plan, including linkage and referral of the Client to appropriate services, such as outpatient treatment, other support services such as self-help groups, social services, vocational rehabilitation, job training and other services, as needed.

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

i) The duration of the Client's treatment as determined by the dates of admission to and discharge from treatment;
 ii) The reason for discharge;
 iii) A narrative of the treatment episode, including services provided and the Client's progress during treatment; and
 iv) The Client's prognosis

13. EVIDENCE-BASED PRACTICES - CONTRACTOR will implement at least two of the following EBPs. The required EBPs include:

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

strategies that build on Clients' past successes.

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

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

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

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

14. CLINICAL DOCUMENTATION shall occur for each session attended by the Client and include treatment plan progress on each note for at least one problem area. Staff documenting for any Client's group or individual service shall understand progress notes are individualized narrative summaries and shall include the following:

a. The type and topic of the session and how the topic relates to substance use disorders in the content of the progress note;

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

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 counselor or therapist who conducted the session and document services within three (3) business days of providing a service except for crisis services notes which shall be completed within twenty-four (24) hours;

f. ICD 10 code;

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

h. 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 treatment plan, as appropriate.

15. HEALTH, MEDICAL, PSYCHIATRIC, AND EMERGENCY SERVICES

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

b. CONTRACTOR shall have and post written procedures for obtaining medical or psychiatric evaluation and emergency services.

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

d. CONTRACTOR shall obtain the medical records and record the Client's medical information in their file including all applicable authorizations to disclose information, primary care physician (PCP) name and location, medical history, medications,

and significant conditions. CONTRACTOR shall notify the medical home provider immediately upon intake and shall request medical records within one (1) week. After review of medical records received, the Medical Director of CONTRACTOR shall consult with the PCP at the medical home to ensure proper coordination of care within thirty (30) calendar days. If medication is prescribed, SUD clinical staff will notify the medical home provider within one (1) week of prescribing. If no medical home is identified, CONTRACTOR will discuss the benefits of coordinated/integrated care and identifying a medical home shall be a goal on the treatment plan. All progress towards and attempts to link the Client to a medical home will be documented in the file.

K. ORIENTATION – CONTRACTOR shall advise Client of the nature and purpose of treatment and shall document the Client's acknowledgement of orientation in the Client's file. The program orientation shall be documented in the Client's file, and shall include, but not be limited to:

1. The addicting nature of medications used in replacement narcotic therapy;
2. The hazards and risks involved in replacement narcotic therapy;
3. The Client's responsibility to the program;
4. The program's responsibility to the Client;
5. The Client's participation in the program is wholly voluntary and the Client may terminate his/her participation in the program at any time without penalty;
6. The Client will be tested for evidence of use of opiates and other illicit drugs;
7. The Client's medically determined dosage level may be adjusted without the Client's knowledge, and at some later point the Client's dose may contain no medications used in replacement narcotic therapy;
8. Take-home medication which may be dispensed to the Client is only for the Client's personal use;
9. Misuse of medications will result in specified penalties within the program and may also result in criminal prosecution;
10. The Client has a right to a humane procedure of withdrawal from medications used in replacement narcotic therapy and a procedure for gradual withdrawal is available;
11. Possible adverse effects of abrupt withdrawal from medications used in replacement narcotic therapy;
12. Protection under the confidentiality requirements.

L. ADDITIONAL REQUIREMENTS FOR PREGNANT CLIENTS - Within fourteen (14) calendar days from the date the primary counselor becomes aware the Client may be pregnant, as documented in the Client's file, the medical director shall review, sign, and date a confirmation of pregnancy, document acceptance of medical responsibility of the Client's prenatal care, or verify and document the Client is under the care of a physician licensed by the State of California and trained in obstetrics and/or gynecology.

1. Within fourteen (14) calendar days from the date the medical director confirmed the pregnancy, the primary counselor shall update the Client's treatment plan in accordance with Title 9, Section 10305. The nature of prenatal support reflected in subsequent updated treatment plans shall include at least the following services:

- a. periodic face-to-face consultation at least monthly with the medical director or Physician Extender designated by the medical director;
- b. drug/alcohol screens at least once each calendar week in accordance with collection procedures in Title 9, Section 10310.
- c. prenatal instruction conducted by the medical director or licensed health personnel designated by the medical director, including topics as listed in Title 9, Section 10360.

2. Any refusals to access on-site prenatal care or referrals for such, shall be documented in the Client's file and have the Client acknowledge in writing said refusals for these treatment services.

3. Within fourteen (14) calendar days after the date of birth and/or termination of the pregnancy, the medical director shall document in the Client's file the following:

- a. the hospital's or attending physician's summary of the delivery and treatment outcome for the Client and child; or
- b. Evidence that a request for information was made, but no response was received.

4. Within fourteen (14) calendar days of the date of birth and/or termination of the pregnancy, the primary counselor shall update the Client's treatment plan. The nature of pediatric care and child immunization shall be reflected in subsequent updated treatment plans until the child is at least three (3) years of age, should the Client remain enrolled.

M. ADDITIONAL REQUIREMENTS FOR ADOLESCENT CLIENTS

1. Detoxification treatment for Clients who are under 18 years old requires written consent of their parent(s) or guardian prior to the administration of the first medication dose.

2. In order for Clients who are under 18 years old to receive maintenance treatment, there must be a documented history of two unsuccessful attempts at short-term detoxification or drug-free treatment within a twelve (12) month period. The methods to confirm this history and the types of documentation to be maintained in the Client's record shall be stated in the protocol. Additionally, for Clients under the age of 18 years old, written consent of their parent(s) or guardian prior to the admission into maintenance treatment is required.

3. CONTRACTOR shall adhere to the Adolescent Substance Use Disorder Best Practices Guide when treating adolescents 12 through 17 years old.

N. CONTINUATION OF TREATMENT – CONTRACTOR shall provide updated justification for treatment for Clients who have been on methadone maintenance for a period of one (1) year, and provide this justification annually thereafter as per Title 9, Section 10410. Justification shall be provided by the Medical Director or program physician and noted in Client's files. Without said justification the medical director or program physician shall discontinue Client's maintenance services.

O. PERFORMANCE OBJECTIVES AND OUTCOMES – CONTRACTOR shall meet the following performance Objectives and Outcomes:

1. Achieve a goal of twenty percent (20%) or fewer of all unduplicated Clients who test positive for illicit drugs after an enrollment of ninety (90) calendar days.

2. Achieve a goal of retaining at least seventy percent (70%) of Clients who are enrolled each month. Retention rates will be based on the number of Clients who either remain in treatment or successfully complete treatment within the month.

3. Achieve a goal of at least seventy percent (70%) of unduplicated Clients who after an enrollment of ninety (90) calendar days self-report being able to lead a productive lifestyle. A productive lifestyle includes employment, being enrolled in school, becoming a caretaker, or community volunteer.

4. Adhere to the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care and respond to each standard as directed by HCA.

P. MEETINGS – CONTRACTOR's Executive Director and Chief Financial Officer or designees shall participate in monthly meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to this Contract. Active participation in regular SUD Quality Improvement (QI) Coordinator's meetings organized by the Authority and Quality

Improvement Services (AQIS) Quality Management program is required for at least one dedicated program QI coordinator/professional.

Q. CULTURAL COMPETENCY – CONTRACTOR shall provide culturally competent services. CONTRACTOR shall make its best effort to provide services pursuant to this 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.

R. 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.

S. POSTINGS – CONTRACTOR shall post the following in a prominent place within each contracted facility:

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

12. List of resources within Orange County which shall include medical, dental, mental health, public health, social services and where to apply for determination of eligibility for Federal, State, or County entitlement programs.

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

T. Program shall utilize protocols developed and supported by the Medical Director. These protocols shall provide procedures should a Client's condition deteriorate and appear to need medical intervention.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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 this 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.

Z. 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.

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

AB. 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.

AC. 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 this 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.

AD. 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.

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

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

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

V. Staffing

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

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

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

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

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

2. CONTRACTOR shall follow COUNTY's process for credentialing and re-credentialing of network providers and shall ensure that all registered, licensed, or certified staff who deliver Medi-Cal covered services are properly credentialed by COUNTY before delivering any Medi-Cal covered services.

E. Non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. Non-professional staff shall be supervised by professional and/or administrative staff.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. CONTRACTOR must maintain at least one designated Quality Assurance coordinator to track data outcomes and report on ability to meet performance objectives and ensure file compliance with this Contract and the DMC-ODS Implementation Plan.

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

L. VOLUNTEERS/INTERNS – CONTRACTOR may augment the above paid staff with volunteers or part-time student interns. Unless waived by ADMINISTRATOR, prior to

providing services pursuant to this Contract, interns shall be Master's Candidates in Counseling or Social Work or have a Bachelor's Degree in a related field or be participating in any state recognized counselor certification program. Additionally, volunteers or student interns must be AOD registered or certified. CONTRACTOR shall provide supervision of work by interns consistent with school or licensing Board requirements. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts. Volunteer or student intern services may not comprise more than twenty percent (20%) of the services provided, unless approved in advance by ADMINISTRATOR. If utilizing the services of volunteers or student interns, CONTRACTOR shall implement procedures which address the following: recruitment; screening; selection; training and orientation; duties and assignments; scope of practice; supervision; evaluation; and Client confidentiality.

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

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

O. STAFF CONDUCT – CONTRACTOR shall establish a written policies and procedures for employees, volunteers, interns, and members of the Board of Directors which shall include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-Client relationships; prohibition of sexual conduct with Clients; prohibition of forging or falsifying documents or drug tests; and real or perceived conflict of interest. Situations that may be perceived as a conflict of interest shall be brought to ADMINISTRATOR's attention prior to the occurrence. Prior to providing any services pursuant to the Contract all employees, volunteers, and interns shall agree in writing to maintain the standards set forth in the said policies and procedures. A copy of said policies and procedures shall be provided to each Client upon admission and shall be posted in writing in a prominent place in the treatment facility.

P. STAFF/VOLUNTEER/INTERN SCREENING - CONTRACTOR shall provide pre-employment "live scan" screening of any staff person providing any service pursuant to the Contract. All new staff, volunteers, and interns shall pass a one-time "live scan" fingerprinting background check prior to employment. ADMINISTRATOR may change this approval mechanism at their discretion.

1. All staff, prior to hiring, 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 California Penal Code section 290;
 - b. No person shall have been convicted of an arson offense – Violation of Penal Code sections 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;
 - c. No person shall have been convicted of any violent felony as defined in 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;
 - d. No person shall be on parole or probation;
 - e. 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 at another treatment facility.
 - f. No person shall participate in the criminal activities of a criminal street gang and/or prison gang.

Q. STAFF TRAINING - CONTRACTOR shall develop a written plan for staff training. All Staff training shall be documented and maintained as part of the training plan and shall adhere to requirements set forth by HCA 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. Analysis of illicit drug use, the meaning of the analysis results, and procedures to be followed by CONTRACTOR to alleviate continued use;
- c. Housekeeping and sanitation principles;
- d. Principles of communicable disease prevention and control;
- e. Recognition of early signs of illness and the need for professional assistance;
- f. Availability of community services and resources;
- 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. A minimum of one (1) hour of training in cultural competence.

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

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

b. All providers, including volunteers and interns, providing DMC-ODS services are required to be trained and complete at least once prior to providing services, the following two (2) training modules:

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

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

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

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

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

e. All staff providing clinical services must complete annual training in the two minimum EBP's utilized at the program. 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. All staff providing on-site services must complete training on

Naloxone Administration;

g. Additional trainings as required by ADMINISTRATOR.

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

1. Application for employment and/or resume;
2. Signed employment confirmation statement/duty statement;
3. Job description;
4. Salary schedule and salary adjustment information;
5. Performance evaluations;
6. Health records/status as required by the provider, AOD Certification or Title 9;
7. Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries);
8. Training documentation relevant to substance use disorders and treatment;
9. Current registration, certification, intern status, or licensure;
10. Proof of continuing education required by licensing or certifying agency and program;
11. CONTRACTOR's Code of Conduct; and
12. For registered, certified, and licensed staff, a copy of the certifying/licensing body's code of conduct;
13. All personnel files shall be complete and made readily accessible to ADMINISTRATOR for purposes of audits and investigations or any other reason deemed necessary by ADMINISTRATOR.

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

This Amendment No. 7 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. 7 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 7 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 7 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 7. 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: Western Pacific Re-Hab

Mark Hickman

CEO

Print Name

DocuSigned by:

Mark Hickman

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Signature

Title

2/23/2023

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

DocuSigned by:

Brittany McLean

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Signature

Title

2/23/2023

Date