



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-20010222  
FOR  
ADULT RESIDENTIAL DRUG MEDI-CAL WITHDRAWAL MANAGEMENT SERVICES**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-20010222 for Adult Residential Drug Medi-Cal Withdrawal Management Services is made and entered into on July 1, 2022 (“Effective Date”) between Phoenix House Orange County, Inc. (“Contractor”), with a place of business at 11600 Eldridge Avenue, Lake View Terrace, California 91342, 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-042-20010222 for Adult Residential Drug Medi-Cal Withdrawal Management Services, effective November 1, 2020 through June 30, 2022, in an aggregate amount not to exceed \$7,526,790 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective November 1, 2020, to modify various provisions of the Contract; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract, effective July 1, 2021, to modify Paragraph II., Paragraph VII., and Exhibit A of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to amend various provisions of the Contract and to renew the Contract for two years for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

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

1. The Contract is renewed for a term of two (2) years, effective July 1, 2022 through June 30, 2024, in an aggregate amount not to exceed \$5,017,860 for this renewal term, for a revised cumulative total aggregate amount not to exceed \$12,544,650; on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and Aggregate Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

**“Term:** July 1, 2019 through June 30, 2024

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

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

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

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

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

**Aggregate Maximum Obligation:**

Period One Aggregate Maximum Obligation:	\$ 2,508,930
Period Two Aggregate Maximum Obligation:	2,508,930
Period Three Aggregate Maximum Obligation:	2,508,930
Period Four Aggregate Maximum Obligation:	2,508,930
Period Five Aggregate Maximum Obligation:	<u>2,508,930</u>
TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$12,544,650”

- Referenced Contract Provisions, Notices to Contractor provision, of the Contract is deleted in its entirety and replaced with the following:

“**CONTRACTOR:** Alice Gleghorn, Ph.D.  
 Phoenix House Orange County, Inc.  
 11600 Eldridge Ave.  
 Lake View Terrace, CA 91342-6506  
[AGleghorn@phoenixhouseca.org](mailto:AGleghorn@phoenixhouseca.org)”

- The following table is updated within the Referenced Contract Provisions:

CFDA#	FAIN#	Program/ Service Title	Federal Funding Agency	Federal Award Date	Amount	R&D Award (Y/N)
93.959	T110062-20	SABG	Substance Abuse and Mental Health Services Administration (SAMHSA)	7/1/2021 TO 6/30/2024	\$19,276,499 annually	N

- Paragraph IV. Compliance, subparagraph B. (but not including subparagraphs B.1 through B.7), of the Contract is deleted in its entirety and replaced with the following:

“B. SANCTION SCREENING – CONTRACTOR must screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening must be conducted against the Social Security Administration’s Death Master File at the date of employment. Screening must be conducted monthly against the General Services Administration’s Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, and/or any other list or system as identified by ADMINISTRATOR.”

- Paragraph IV. Compliance, subparagraph E.6., of the Contract is deleted in its entirety and replaced with the following:

“6. CONTRACTOR shall meet the HCA Quality Assessment and Performance Improvement Standards established by Authority and Quality Improvement Services (AQIS) and participate in the quality improvement activities developed in the implementation of the DMC-ODS Quality Management Program. CONTRACTOR shall establish an internal Quality Management

program and appoint designated Quality Improvement (QI) staff consisting of at least one dedicated QI coordinator/professional to participate in QI activities with ADMINISTRATOR and to ensure service delivery and support program staff implement QI initiatives and requirements appropriately at the program site.”

7. Paragraph XVI. Licenses and Laws, subparagraphs B. and C., of the Contract are deleted in their entirety and replaced with the following:

“B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. CCC §§56 through 56.37, Confidentiality of Medical Information.
4. CCC §§1798.80 through 1798.84, Customer Records.
5. CCC §1798.85, Confidentiality of Social Security Numbers.
6. CCR, Title 9, Rehabilitative and Developmental Services, Division 4; and Title 22 Social Security.
7. HSC, Divisions 10.5 Alcohol and Drug Programs and 10.6. Drug and Alcohol Abuse Master Plans.
8. HSC, §§123110 through 123149.5, Patient Access to Health Records.
9. Code of Federal Regulations, Title 42, Public Health.
10. 2 CFR 230, Cost Principles for Nonprofit Organizations.
11. 2 CFR 376, Nonprocurement, Debarment and Suspension.
12. 41 CFR 50, Public Contracts and Property Management.
13. 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records.
14. 42 CFR 54, Charitable choice regulations applicable to states receiving substance abuse prevention and treatment block grants and/or projects for assistance in transition from homelessness grants.
15. 45 CFR 93, New Restrictions on Lobbying.
16. 45 CFR 96.127, Requirements regarding Tuberculosis.
17. 45 CFR 96.132, Additional Agreements.
18. 45 CFR 96.135, Restrictions on Expenditure of Grant.
19. 45 CFR 160, General Administrative Requirements.
20. 45 CFR 162, Administrative Requirements.
21. 45 CFR 164, Security and Privacy.
22. 48 CFR 9.4, Debarment, Suspension, and Ineligibility.
23. 8 USC §1324 et seq., Immigration Reform and Control Act of 1986.
24. 31 USC §1352, Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions.
25. 42 USC §§285n through 285o, National Institute on Alcohol Abuse and Alcoholism.
26. 42 USC §§290aa through 290kk-3, Substance Abuse and Mental Health Services Administration.
27. 42 USC §290dd-2, Confidentiality of Records.
28. 42 USC §1320(a), Uniform reporting systems for health services facilities and organizations.
29. 42 USC §§1320d through 1320d-9, Administrative Simplification.
30. 42 USC §12101 et seq., The Americans with Disabilities Act of 1990 as amended.
31. 42 USC §6101 et seq., Age Discrimination Act of 1975.

32. 42 USC §2000d, Civil Rights Act of 1964.
  33. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
  34. U.S. Department of Health and Human Services, National Institutes of Health (NIH), Grants Policy Statement (10/13).
  35. Fact Sheet Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for Co-Occurring Disorders, Mental Health Services Oversight and Accountability Commission, 1/17/08.
  36. State of California, Department of Health Care Services (DHCS), Alcohol and/or Other Drug Program Certification Standards, December 2020.
  37. CCR Title 22, §§70751(c), 71551(c), 73543(a), 74731(d), 75055(a), 75343(a), and 77143(a).
  38. State of California, Department of Health Care Services ASRS Manual.
  39. State of California, Department of Health Care Services DPFS Manual.
  40. HSC §123145.
  41. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).
  42. 5 USC §7321 – §7326, Political Activities (Hatch Act)
  43. DMC Certification Title 22, California Code of Regulations (CCR).
  44. DMC Billing Manual April 2019.
  45. Federal Medicare Cost reimbursement principles and cost reporting standards.
  46. Orange County Drug Medi-Cal Organized Delivery System Managed Care Plan
  47. California Bridge to Health Reform DMC-ODS Waiver, Standard Terms and Conditions, August 2015, and subsequent versions.
  48. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8.
  49. California Code of Regulations (CCR), Title 22, Section 51341.1; 51490.1; 51516.1 and the Drug Medi-Cal Certification Standards for Substance Abuse Clinics.
  50. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1.
  51. Standards for Drug Treatment Programs (October 21, 1981).
  52. Title 9, CCR, Division 4, Chapter 5, Subchapter 1, Sections 10000, et seq.
  53. Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.
  54. Title 9, CCR, Section 1810.435.
  55. Title 9, CCR, Section 1840.105.
  56. Title 22, CCR, §51009, Confidentiality of Records.
  57. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.”
8. Paragraph XXII. Notification of Death, subparagraph D. is added to the Contract as follows:
- “D. All death reports must be verified by the coroner’s office. The information should include date of the death as well as the cause of death.”
9. Paragraph XXXIV. Beneficiaries’ Rights is added to the Contract as follows:
- “XXXIV. BENEFICIARIES’ RIGHTS**
- A. CONTRACTOR shall post the current Drug Medi-Cal Organized Delivery System (DMC-ODS) Grievance and Appeals poster in locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and envelopes readily accessible to Clients to take without having to request it on the unit.
- B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR

shall have an internal grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have access.

1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance and/or utilization management guidelines and procedures. The beneficiary has the right to utilize either or both grievance process simultaneously in order to resolve their dissatisfaction.

C. The parties agree that Clients have recourse to initiate an expression of dissatisfaction to CONTRACTOR and file a grievance or complaint."

10. Exhibit A, Section I. Common Terms and Definitions, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

"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 Agreement.

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

a. 3.2 - Clinically Managed Residential Withdrawal Management means twenty-four (24) hour support to complete withdrawal management and increase likelihood of continuing treatment and recovery.

2. ART Team means the Assessment for Residential Treatment team. The ART team will assist in referrals to residential treatment upon completion of the withdrawal management stay.

3. Bed Day means one (1) calendar day during which CONTRACTOR provides services as described in this Exhibit A of the Agreement. If admission and discharge occur on the same day, one (1) Bed Day will be charged.

4. CalOMS means a statewide Client-based data collection and outcomes measurement system required by the State to effectively manage and improve the provision of alcohol and drug treatment services at the state, county, and provider levels.

5. Case Management or Care Coordination means services that assist a Client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services.

6. Client means adult males and females eighteen (18) years of age and older, with a substance use disorder, for whom a COUNTY approved intake and admission for Withdrawal Management services, as appropriate, have been completed pursuant to the Agreement.

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

8. DATAR means the DHCS system used to collect data on SUD treatment capacity and waiting lists.

9. 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.

10. Incidental Medical Services means optional services, approved by DHCS to be provided at a licensed adult alcoholism or drug use residential treatment facility by or under the supervision of a LPHA that addresses medical issues associated with either detoxification or substance use.

11. Intake means the initial face-to-face meeting between a Client and CONTRACTOR

staff in which specific information about the Client is gathered, including the ability to pay, and standard admission forms are completed pursuant to this Agreement.

12. 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, invoices and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.

13. Linkage means connecting Client 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.

14. LPHA means any Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologists, Licensed Clinical Social Worker, Licensed Professional Clinical Counselor, Licensed Marriage and Family Therapists, or Licensed Eligible Practitioners working under the supervision of Licensed Clinicians working within their scope of practice.

15. MAT Services means the use of Federal Drug Administration-approved medications in combination with behavioral therapies to provide a whole Client approach to treating substance use disorders.

16. Medication means those medications that are needed to maintain Client's health, and without which there could be medical or mental health consequences to the Client.

17. Recovery Services means billable services available after the Client has completed a course of treatment. Recovery services emphasize the Client's central role in managing their health, the use of effective self-management support strategies, and the organization of internal and community resources to provide ongoing self-management support to Clients.

18. Residential Treatment Authorization means the approval that is provided by the HCA ART Team for a Client to receive residential services to ensure that the Client meets the requirements for the service. Decisions for service authorization are provided by the ART team for admission with exceptions determined by CONTRACTOR.

19. Residential Treatment Services means alcohol and other drug treatment services that are provided to Clients at a twenty-four (24)-hour residential program. Services are provided in an alcohol and drug free environment and support recovery from alcohol and/or other drug related problems. These services are provided in a non-medical, residential setting that has been licensed and certified by DHCS.

20. Self-Help Meetings 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 or healing or recovery.

21. SUD means a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

22. Token means the security device which allows an individual user to access IRIS.

23. Unfunded means a person that legally qualifies for benefits but has not yet applied to become a beneficiary of Medi-Cal or any other insurance."

11. Exhibit A, Section II. Payments, subparagraph A.5. is added to the Contract as follows:

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

12. Exhibit A, Section II. Payments, the reimbursement table in subsection A. of the Contract is deleted in its entirety and replaced with the following:

Modes of Service	Reimbursement Rate				
	Period One	Period Two	Period Three	Period Four	Period Five
Withdrawal Management 3.2 Treatment Services (per bed day)	N/A	\$177.15	\$177.15	\$177.15	\$177.15
Room and Board (per bed day)	N/A	\$41.71	Actual Cost	Actual Cost	Actual Cost
Case Management (per 15 minute increment)	N/A	\$26.21	\$26.21	\$34.30	\$34.30
Medication Assisted Treatment (per 15 minute increment)	N/A	N/A	N/A	\$38.18	\$38.18

13. Exhibit A, Section IV. Reports, subparagraph A.3., of the Contract is deleted in its entirety.

14. Exhibit A, Section V. General Requirements, subparagraphs A. and B., of the Contract are deleted in their entirety and replaced with the following:

“A. MEETINGS - CONTRACTOR’s Executive Director or designee shall participate, when requested, in meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to this Agreement.

1. Active participation in regular SUD Quality Improvement (QI) Coordinators' meetings organized by the Authority and Quality Improvement Services (AQIS) Quality Management program is required for at least one dedicated program QI coordinator/professional.

B. ALCOHOL AND/OR DRUG SCREENING – CONTRACTOR may perform Alcohol and/or Drug Screening.

1. If CONTRACTOR decides to perform Alcohol and/or Drug Screening, CONTRACTOR must:

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

b. Assure that all urine specimen collections are observed by sex congruent or same-sex staff; and,

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

2. In the event CONTRACTOR wishes to utilize a COUNTY-contracted laboratory for drug screening purposes, CONTRACTOR shall collect and label samples from Clients. Such testing shall be provided at COUNTY’s expense. For tests not already covered

in the COUNTY-contracted laboratory agreement, CONTRACTOR must receive approval from ADMINISTRATOR prior to using COUNTY-contracted laboratory for drug screenings.”

15. Exhibit A, Section V. General Requirements, subparagraphs M. and N., of the Contract are deleted in their entirety and replaced with the following:

“M. MEDICATION POLICY - CONTRACTOR shall establish a written Medication Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include but not be limited to the securing, handling, and administering of medication(s) prescribed to the Client. The policy shall address Medications that are prescribed for substance and mental health disorders. Clients shall be allowed to have Medications during their stay with the program, and/or to have the ability to get refill(s).

N. OPIOID OVERDOSE EMERGENCY TREATMENT – CONTRACTOR shall have available at each program site 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.”

16. Exhibit A, Section VI. Adult Residential Withdrawal Management Treatment Services, subparagraphs A., B. and C., of the Contract are deleted in their entirety and replaced with the following:

“A. FACILITY – CONTRACTOR shall operate a DHCS licensed substance use disorder residential treatment facility in accordance with the standards established by COUNTY and the State within the specifications stated below, unless otherwise authorized by ADMINISTRATOR. Program shall have DMC certification and must be designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. Residential services may be provided in facilities with no bed capacity limit. The environment shall be healthy and safe and the facility shall be clean and in good repair. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day, three hundred and sixty-five (365) days a year. Services shall be provided at the following locations, or at any other location approved in advance, in writing, by ADMINISTRATOR:

1207 E. Fruit St., Santa Ana, CA 92701

B. PERSONS TO BE SERVED – In order to receive services through the DMC-ODS, Clients must be enrolled in Medi-Cal or reside in Orange County and meet the medical necessity criteria outlined below. CONTRACTOR may serve Clients without insurance, as County resources allow. Services shall be provided when determined by a Medical Director or LPHA as medically necessary. Appropriateness for services must adhere to all DHCS requirements, meet ASAM Criteria and be documented in the Client’s file.

C. ADMISSIONS:

1. CONTRACTOR shall accept any person who is physically and mentally able to comply with the program's rules and regulations. Said persons shall include persons with a concurrent diagnosis of mental illness, i.e., those identified as having a co-occurring diagnosis. Persons with co-occurring disorders and others who require prescribed medication shall not be precluded from acceptance or admission solely based on their licit use of



prescribed medications.

2. CONTRACTOR may accept unfunded Clients with proof of Medi-Cal application. Clients may be referred to an outpatient clinic or a Social Service office to complete an application if necessary. CONTRACTOR is responsible for verification of application and status.

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 a Client who shows signs of any communicable disease or through medical disclosure during the intake process admits to a health related problem that would put others at risk, to be cleared medically before services are provided.

5. CONTRACTOR's Admission Policy must reflect all applicable federal, state, and county regulations. CONTRACTOR has the right to refuse admission of a person only in accordance with its written Admission Policy; provided, however, CONTRACTOR complies with the Nondiscrimination provisions of this Agreement.

6. CONTRACTOR shall initiate services with 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."

17. Exhibit A, Section VI. Adult Residential Withdrawal Management Treatment Services, subparagraph D.1 and D.2., of the Contract are deleted in their entirety and replaced with the following:

"D. MEDI-CAL ELIGIBILITY - MEDICAL NECESSITY

1. CONTRACTOR must verify the Medi-Cal eligibility determination of potential Clients.

2. ADMINISTRATOR will reimburse treatment for unfunded Clients and undocumented Clients with realignment funding while CONTRACTOR assists Client in applying for benefits or transferring Medi-Cal benefits to Orange County. The Health plan in IRIS will be assigned as "Self Pay". When applying for Medi-Cal, Client shall request that Medi-Cal coverage is retroactively applied to date of admission. If current Medi-Cal is assigned to a different county (not Orange County), Client must initiate transfer at admission. If county of responsibility is other than Orange County and county of residence in Medical Eligibility Data System is Orange County and Medi-Cal transfer has been initiated, CONTRACTOR shall enter Health plan as "Medi-Cal" in IRIS. These claims will be accepted by the State. If both county of responsibility and county of residence are other than Orange County, or Client is undocumented, Contractor shall assign the Health plan as "Self-Pay".

18. Exhibit A, Section VI. Adult Residential Withdrawal Management Treatment Services, subparagraph D.5., of the Contract is deleted in its entirety and replaced with the following:

"5. Individuals under age 21 are eligible to receive Medicaid services pursuant to the EPSDT mandate. Under the EPSDT mandate, beneficiaries under the age 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. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support,

improve, or make more tolerable substance misuse or a SUD are considered to ameliorate the condition and are thus covered as EPSDT services.”

19. Exhibit A, Section VI. Adult Residential Withdrawal Management Treatment Services, subparagraph F.2.b., of the Contract is deleted in its entirety and replaced with the following:

“b. Staff or volunteer shall physically check each Client for breathing by a face-to-face physical observation at least every thirty (30) minutes and monitor vital signs at least every six (6) hours at a minimum during the first seventy-two (72) hours following admission. The close observation and physical checks shall continue beyond the initial seventy-two (72) hour period for as long as the withdrawal signs and symptoms warrant. After twenty-four (24) hours, close observations and physical checks may be discontinued or reduced based upon a determination by a staff member trained in providing Withdrawal Management Services. Documentation of the information that supports a decrease in close observation and physical checks shall be recorded in the Client's file.”

20. Exhibit A, Section VI. Adult Residential Withdrawal Management Treatment Services, subparagraph F.3., of the Contract is renamed “Case Management or Care Coordination.”

21. Exhibit A, Section VI. Adult Residential Withdrawal Management Treatment Services, subparagraph F.5., of the Contract is deleted in its entirety and replaced with the following:

“5. Medication Assisted Treatment - MAT services may be provided onsite with approval for Incidental Medical Services from DHCS. Medically necessary MAT services must be provided in accordance with an individualized treatment plan determined by a licensed physician or LPHA working within their scope of practice.

a. MAT services must be provided in compliance with Policy and Procedures submitted to DHCS for IMS designation. 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 shall provide administration of buprenorphine, naltrexone (oral and injectable), acamprosate, disulfiram, and vivitrol. Other approved medications in the treatment of SUDs may also be prescribed and administered, as medically necessary.

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

d. CONTRACTOR must participate in ADMINISTRATOR'S Medication Monitoring practices process as a quality assurance measure. Medication Monitoring is to assure the appropriateness of medication prescriptions for Mental Health and Recovery (MHRS) clients and to establish practices for monitoring the safety and effectiveness of medication practices in MHRS.”

22. Exhibit A, Section VI. Adult Residential Withdrawal Management Treatment Services, subparagraph F.8.c.2., of the Contract is deleted in its entirety and replaced with the following:

“2) A continuing treatment plan that includes linkage and transition of the Client to appropriate services, including treatment services. When Residential Treatment Services are appropriate, CONTRACTOR must complete and submit a Treatment Authorization Form to the ART team.”

23. Exhibit A, Section VI. Adult Residential Withdrawal Management Treatment Services, subparagraphs G.2. through G.5., of the Contract are deleted in their entirety and replaced with the following:

“2. CONTRACTOR must provide linkage to the next level of care for Clients upon discharge. Twenty percent (20%) of Clients who have discharged will be linked with a lower level of care within seven (7) calendar days, as measured by charge data entered into the IRIS. Linkage rates for Clients who discharge will include all CalOMS standard discharge dispositions. All CalOMS administrative discharge dispositions will be excluded.”

24. Exhibit A, Section VII. Staffing, subparagraphs B. and C., of the Contract are deleted in their entirety and replaced with the following:

“B. 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.

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

1. CONTRACTOR must 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 must 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.”

25. Exhibit A, Section VII. Staffing, subparagraphs M. and N., of the Contract are deleted in their entirety and replaced with the following:

“M. STAFF TRAINING - CONTRACTOR must develop a written plan for staff training. All Staff training must be documented and maintained as part of the training plan and must adhere to requirements set forth by HCA Authority and Quality Improvement Services Policies and Procedures.

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

a. General knowledge of alcohol and/or drug abuse and alcoholism and the principles of recovery;

b. Housekeeping and sanitation principles;

c. Principles of communicable disease prevention and control;

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

e. Availability of community services and resources;

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

and

g. Principles of nutrition, food preparation and storage, and menu planning.

2. Facility personnel who provide withdrawal management services or who monitor or supervise the provision of such services must:

a. Complete six (6) hours of orientation training that covers the needs of the Clients;

b. Repeat the orientation training within fourteen (14) calendar days of return after not working for one hundred and eighty (180) or more consecutive calendar days; and

c. Complete eight (8) hours of training on an annual basis covering the needs of residents receiving withdrawal management services.

3. CONTRACTOR must ensure that within thirty (30) calendar days of hire and on an annual basis, all program staff including administrator, volunteers and interns having direct contact with Clients must have completed:

a. Annual County Compliance Training; and

b. A minimum of one (1) hour training in cultural competence annually.

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

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

b. All providers, including volunteers and interns, providing DMC-ODS services are required to be trained and complete at least once prior to providing services, the following two 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. DMC-ODS/SUD documentation training within ninety (90) calendar days of hire is mandatory for all clinical staff, all on-site Quality Management staff, and all supervisors; however, compliant documentation is required from the onset of services;

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

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

f. Naloxone Administration Training; and

g. CPR / first aid Training.

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

1. Application for employment and/or resume;

2. Signed employment confirmation statement/duty statement;

3. Job description;

4. Salary schedule and salary adjustment information;

5. Performance evaluations;

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

7. Other personnel actions (e.g. commendations, discipline, status change, employment incidents and/or injuries);
  8. Training documentation relevant to substance use disorders and treatment;
  9. Current registration, certification, intern status, or licensure;
  10. Proof of continuing education required by licensing or certifying agency and program; and
  11. CONTRACTOR's Code of Conduct and for registered, certified, and licensed staff, a copy of the certifying/licensing body's code of conduct.
  12. All personnel files must be complete and made readily accessible to ADMINISTRATOR for purposes of audits and investigations or any other reason deemed necessary by ADMINISTRATOR.
- O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Contract."

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

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

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

**Contractor: Phoenix House Orange County, Inc.**

Alice Gleghorn	President and CEO
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Alice Gleghorn</i>	4/15/2022
_____ <small>E036800A6FBE428...</small> Signature	_____ Date
_____ Print Name	_____ Title
_____ Signature	_____ Date

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

Purchasing Agent/Designee Authorized Signature:

_____ Print Name	_____ Title
_____ Signature	_____ Date

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

Brittany McLean	Deputy County Counsel
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Brittany McLean</i>	4/15/2022
_____ <small>9713A4061D4343D...</small> Signature	_____ Date