



**AMENDMENT NO. 6  
TO  
CONTRACT NO. MA-042-20010222  
FOR  
ADULT RESIDENTIAL DRUG MEDI-CAL WITHDRAWAL MANAGEMENT SERVICES**

This Amendment (“Amendment No. 6”) to Contract No. MA-042-20010222 for Adult Residential Drug Medi-Cal Withdrawal Management Services is made and entered into on March 1, 2024 (“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 executed Amendment No. 3 to amend the Contract, effective July 1, 2022, to modify Paragraph IV., Paragraph XVI. and Paragraph XXII., to add Paragraph XXXIV., and to modify Exhibit A of the Contract and to renew the Contract for two years through June 30, 2024, in an aggregate amount not to exceed \$5,017,860, for a revised cumulative total aggregate amount not to exceed \$12,544,650; and

WHEREAS, the Parties executed Amendment No. 4, effective February 1, 2023 to modify the rates of reimbursement; and

WHEREAS, the Parties executed Amendment No. 5 to amend the Contract, effective September 1, 2023, to modify Paragraph XVI. and Paragraph XX., to add Paragraph XXXV. and Paragraph XXXVI., and to modify Exhibit A of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 6 to increase the Period Five Aggregate Maximum Obligation by \$800,000 from \$2,508,930 to \$3,308,930, for a revised cumulative total aggregate amount not to exceed \$13,344,650, and to amend Paragraph XXXVI., and to add Paragraph XXXVII. and Paragraph XXXVIII. to the Contract.

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

1. The Contract's Period Five Aggregate Maximum Obligation is increased by \$800,000 from \$2,508,930 to \$3,308,930, for a revised cumulative total aggregate amount not to exceed \$13,344,650.
2. Referenced Contract Provisions, Aggregate Maximum Obligation provision, of the Contract is deleted in its entirety and replaced with the following:

**“Aggregate Amount Not To Exceed:**

Period One Aggregate Amount Not To Exceed:	\$ 2,508,930
Period Two Aggregate Amount Not To Exceed:	2,508,930
Period Three Aggregate Amount Not To Exceed:	2,508,930
Period Four Aggregate Amount Not To Exceed:	2,508,930
Period Five Aggregate Amount Not To Exceed:	3,308,930
TOTAL AGGREGATE AMOUNT NOT TO EXCEED:	\$13,344,650”

3. All references in the Contract to “Maximum Obligation” shall be deleted and replaced with “Amount Not To Exceed”.
4. Paragraph XXXVI. Participation of County Behavioral Health Director's Association of California, of the Contract is deleted in its entirety and replaced with the following:

**“XXXVI. Health Insurance Portability and Accountability Act (HIPAA) of 1996**

All work performed under this Contract is subject to HIPAA. County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E of DHCS Agreement #21-10100, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E of DHCS Agreement #21-10100 for additional information.”

5. Paragraph XXXVII. Intravenous Drug Use (IVDU) Treatment is added to the Contract as follows:

**“XXXVII. Intravenous Drug Use (IVDU) Treatment**

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).”

6. Paragraph XXXVIII. Youth Treatment Guidelines is added to the Contract as follows:

**“XXXVIII. Youth Treatment Guidelines**

County must comply with DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure, until new Youth Treatment Guidelines are established and adopted.

Adolescent Substance Use Disorder Best Practices Guide found here:

[https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/AadolBestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AadolBestPracGuideOCTOBER2020.pdf).”

This Amendment No. 6 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. 6 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 6 shall prevail. In all other respects, the terms and conditions of the

Contract, including all previous amendments, not specifically changed by this Amendment No. 6 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**


**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6. 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  
DocuSigned by:  
  
E036800A6FB428...  
Signature

Title  
1/23/2024  
Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name  
  
Signature

Title  
  
Date

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

Brittany McLean

Deputy County Counsel

Print Name  
DocuSigned by:  
  
9713A4061D4343D...  
Signature

Title  
1/24/2024  
Date