



**AMENDMENT NO. 4
TO
CONTRACT NO. MA-042-20010232
FOR
AB 109 RESIDENTIAL TREATMENT SERVICES**

This Amendment ("Amendment No. 4") to Contract No. MA-042-20010232 for AB 109 Residential Treatment Services is made and entered into on July 1, 2022 ("Effective Date") between [Contractor] ("Contractor"), with a place of business at [Address], 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-042-20010232 for AB 109 Residential Treatment Services, effective July 1, 2019 through June 30, 2022, in an aggregate amount not to exceed \$6,065,175, renewable for two additional one-year periods ("Contract"); and

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

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract, effective February 1, 2021, to modify staffing and Good Neighbor Policy requirements; and

WHEREAS, the Parties executed Amendment No. 3 to amend the Contract, effective July 1, 2021, to add the Catalog of Federal Domestic Assistance number; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to amend various provisions and Exhibit A of the Contract and to renew the Contract for two years for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

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

1. The Contract is renewed for a term of two (2) years, effective July 1, 2022 through June 30, 2024, in an aggregate amount not to exceed \$3,000,000 for this renewal term, for a revised cumulative total aggregate amount not to exceed \$9,065,175, 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:	\$ 2,021,725
Period Two Aggregate Maximum Obligation:	2,021,725
Period Three Aggregate Maximum Obligation:	2,021,725
Period Four Aggregate Maximum Obligation:	1,500,000
Period Five Aggregate Maximum Obligation:	<u>1,500,000</u>
TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$ 9,065,175"

3. 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"

4. Paragraph II. Alterations of Terms of the Contract is deleted in its entirety and replaced with the following:

“II. ALTERATION OF TERMS

A. This Agreement, together with all Exhibits attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both Parties.”

5. 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.”

6. Paragraph VII. Cost Report, subparagraph A. (but not including subparagraphs A.1 through A.3), of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion thereof, to COUNTY no later than forty-five (45) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.”

7. Paragraph XXI. 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.”

8. Exhibit A, Section I. Common Terms and Definitions, definition 25. is added to the Contract as follows:

“25. ART Team means the Health Care Agency Assessment for Residential Treatment team that conducts assessments and authorizes treatment for residential treatment services.”

9. Exhibit A, Section VI. Services, subparagraph C.4., of the Contract is deleted in its entirety and replaced with the following:

“4. Appropriateness for services shall be assessed through use of the ASAM criteria by the ART team.”

10. Exhibit A, Section VI. Services, subparagraph D.4.a, of the Contract is deleted in its entirety and replaced with the following:

“a. A copy of the ASAM criteria shall be kept in the file.”

11. Exhibit A, Section VI. Services, subparagraph F.2.c., of the Contract is deleted in its entirety.

12. Exhibit A, Section VII. Staffing, subparagraphs J.1.e. and f., of the Contract are deleted in their entirety.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4. 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: [CONTRACTOR]

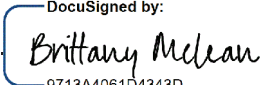
_____	_____
Print Name	Title
_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	_____
Signature	Date

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

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

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

Brittany McLean	Deputy County Counsel
_____	_____
Print Name	Title
	3/5/2022
_____	_____
	Date