



AMENDMENT NO. [3]
TO
CONTRACT NO. MA-042-19010252
FOR
RECOVERY RESIDENCE SERVICES

This Amendment ("Amendment No. [3]") to Contract No. MA-042-19010252 for Recovery Residence Services is made and entered into on July 1, 2021 ("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-042-19010252 for Recovery Residence Services, effective July 1, 2018 through June 30, 2021, in an amount not to exceed \$2,400,000, renewable for two additional one-year periods ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1, effective May 1, 2020, to increase the Period Two Maximum Obligation and the Period Three Maximum Obligation by \$400,000 each, for a revised cumulative amount not to exceed \$3,200,000; and

WHEREAS, the Parties executed Amendment No. 2, effective June 1, 2020, to exercise the 10% contingency, and increase the Period Two Maximum Obligation by \$80,000, for a revised cumulative amount not to exceed \$3,280,000, and to amend various provisions of the Contract; and

[Additional Whereas Statements]

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 one year 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 one (1) year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$1,500,000 for this renewal term, for a revised cumulative total amount not to exceed \$4,780,000; on the amended terms and conditions.
2. Page 4, Referenced Contract Provisions, lines 5 through 14 of the Contract are deleted in their entirety and replaced with the following:

"Master Agreement Term: July 1, 2018 through June 30, 2022

Period One means the period from July 1, 2018 through June 30, 2019

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

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

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

Aggregate Maximum Obligation:

Period One Aggregate Maximum Obligation:	\$ 800,000
Period Two Aggregate Maximum Obligation:	\$1,280,000
Period Three Aggregate Maximum Obligation:	\$1,200,000
Period Four Aggregate Maximum Obligation:	\$1,500,000
TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$4,780,000"

3. Paragraph II. Alteration of Terms, subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

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

4. Paragraph VI. Cost Report, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3) of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall submit separate Cost Reports for Period one, Period two, Period Three, and Period Four or for a portion thereof, to COUNTY no later than forty-five (45) days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph 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.”

5. Paragraph XV. Maximum Obligation, subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

“A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Recovery Residence Services during Period One, Period Two, Period Three, and Period Four are as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Maximum Obligations.”

6. Exhibit A, Section I. (entitled “Common Terms and Definitions”) is amended to add the following:

“11. 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.”

7. Exhibit A, Section III. (entitled “Performance Outcomes”), subsection A. I. a. is deleted in its entirety and replaced with the following:

“a. Employment Rate: Eighty Percent (80%) of all Residents obtaining successful completion, as defined in Paragraph I. of this Exhibit A, shall obtain employment, be enrolled in school, or participating in regular volunteer activities by discharge. Residents who are enrolled as a full time student, who are deemed physically or mentally disabled by certified physician, and who have volunteered for more than ten (10) hours per week in the community are considered as employed. Employment rate shall be calculated by the number of Residents who obtained employment (as defined in this subparagraph) at completion of Recovery Residence Services divided by the number of Residents completing Recovery Residence Services during the evaluation period.”

8. Exhibit A, Section VI. (entitled “Services”), subsection B. 3. Is deleted in its entirety and replace with the following:

“3. CONTRACTOR must accept all Residents receiving MAT services referred by ADMINISTRATOR. CONTRACTOR must have procedures for linkage/integration for residents who are lawfully prescribed MAT. CONTRACTOR staff must facilitate communication with physicians and resident in compliance with 42 CFR part 2 to discuss dosage and side effects and must abstain from providing medication guidance outside of the advice of an appropriately qualified medical professional.”

9. Exhibit A, Section VI. (entitled “Services”), subsection C. is deleted in its entirety and replaced with the following:

“C. UNITS OF SERVICE – CONTRACTOR shall provide, pursuant to the Agreement, no more than four (4) months of Recovery Residence Services, equivalent to a maximum of one hundred twenty (120) Recovery Residence Units of Service, per Resident within a twelve (12) month period, unless otherwise authorized in writing by ADMINISTRATOR. ADMINISTRATOR may increase or decrease maximum length of stay in writing for specific populations as needed to accommodate the demand for Recovery Residence services. Residents may be allowed to stay up to an additional thirty (30) calendar days beyond the maximum allowable with prior approval from ADMINISTRATOR.”

10. Exhibit A, Section VI. (entitled “Services”), subsection D. 16 is deleted in its entirety and replaced with the following:

“16. GOOD NEIGHBOR POLICY - ADMINISTRATOR has established a Good Neighbor Policy for the purpose of identifying community impacts and measures to mitigate those impacts. The Good Neighbor Policy is a set of principles and activities designed to provide a consistent means of communication between facilities that provide client services and their respective neighbors. The Good Neighbor Policy is applicable for Residential Programs when CONTRACTOR provides service to County residents and the services have a potential impact including but not limited to community safety, cleanliness, and security in the surrounding neighborhood(s).

a. ADMINISTRATOR shall provide CONTRACTOR with a copy of the Good Neighbor Policy, attached hereto as Exhibit D.

b. CONTRACTOR agrees to adhere to the Good Neighbor Policy to the fullest extent possible. In addition, each facility shall develop a written procedure for the handling of neighborhood complaints which shall be approved by ADMINISTRATOR. Approved procedure must be available onsite, readily accessible upon request, and include

ADMINISTRATOR's contact information as provided.

c. Non-compliance with this Paragraph and Exhibit D shall constitute a material breach of this Agreement and constitute cause for immediate termination of this Agreement."

11. Exhibit A, Section VII. (entitled "Staffing"), subsection D. is deleted in its entirety and replaced with the following:

"D. STAFF TRAINING – CONTRACTOR shall be subject to training as referenced in the Compliance paragraph. CONTRACTOR shall develop a written plan for staff training. All Staff training shall be documented and maintained as part of the training plan.

1. CONTRACTOR shall ensure that within the first (1st) year of employment, all program staff, including administrator, volunteers and interns having direct contact with Residents shall complete training on:

a. infectious disease recognition.

b. crisis intervention.

c. recognizing physical and psychiatric symptoms that require appropriate referrals to other agencies.

2. CONTRACTOR shall ensure that on an annual basis, all program staff including administrator, volunteers and interns having direct contact with Residents shall complete:

a. County Annual Provider Training

b. County Annual Compliance Training

c. Training on topics related to alcohol and drug use

d. Minimum one hour training in cultural competence"

12. Exhibit D is added to the Contract as follows:

"EXHIBIT D
TO AGREEMENT FOR PROVISION OF
RECOVERY RESIDENCE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
[CONTRACTOR]

Preface

The COUNTY as a political subdivision of the State of California, is mandated by state and federal law to provide certain services to all County residents. In addition, the COUNTY provides certain other non-mandated services to enhance the well-being and quality of life for its residents. The COUNTY is committed to ensuring positive relations through this Good Neighbor Policy in the neighborhoods and communities in which its Residential Program contractors provide services to its residents.

Following effective date of this Agreement, but no later than thirty (30) days after the start of services, CONTRACTOR shall conduct reasonable outreach to cities, neighborhoods and communities that could be affected by services provided by CONTRACTOR.

Good Neighbor Policy

This Policy applies only to the extent CONTRACTOR provides direct services to County clients pursuant to this Agreement. The intent of this Policy is to identify community impacts and measures to mitigate those impacts to be an integral part of the neighborhood and community the COUNTY serves.

CONTRACTOR shall establish a policy that includes all of the following elements:

- Ensure staff and clients conduct themselves in a manner that demonstrates respect for the community and consideration of neighbors when entering/exiting the facility or outdoors.
- Establish and maintain early communication with cities, neighborhoods and communities as a way to identify potential impacts to neighborhoods and mitigate as needed.
- Establish cooperative relationships with cities, neighborhoods and communities where services are being rendered and mitigate impact as needed.
- Collaborate with cities, neighborhoods and communities as a way to promote integration of facilities into the community and determine the effectiveness of established good neighbor practices.
- Develop written procedures to track, respond and mitigate neighborhood complaints. Procedures should include identification of a contact person for complaint resolution and identification of COUNTY contact if complaint is not adequately resolved. The procedures must also identify how these incidents will be reported to the appropriate COUNTY contact in a timely manner.
- Establish generalized good neighbor practices for services and facility(ies) that include:
 - Adequate parking
 - Adequate waiting and visiting areas
 - Adequate restroom facilities
 - Property maintenance and appearance
 - Community safety
 - Congregation guidelines
 - Security provisions

CONTRACTOR shall submit its policy to COUNTY for review and approval prior to the commencing of services."

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] 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

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 that 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: [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

Massoud Shamel

Print Name _____ Deputy County Counsel _____

DocuSigned by:

 Massoud Shamel _____
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Deputy County Counsel _____

Title _____

3/26/2021

Date _____