



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, 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-042-20010222 for Adult Residential Drug Medi-Cal Withdrawal Management Services, effective July 1, 2019 through June 30, 2022, in an amount not to exceed \$7,526,790 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective July 1, 2019, to modify Exhibit A; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract, effective November 1, 2020, to modify various provisions of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. [3] to modify Paragraph II., Paragraph VII., and Exhibit A of the Contract.

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

1. Page 4, Referenced Contract Provisions, line 14 of the Contract is deleted in its entirety and replaced with the following:

“Basis for Reimbursement: Negotiated Rate and Actual Cost”

2. Paragraph II. (entitled “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.”

3. Paragraph VII. (entitled “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 an individual and/or consolidated Cost Report 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 prepare the individual and/or consolidated 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. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.”

4. Exhibit A, Section II. (entitled “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
Withdrawal Management 3.2 Treatment Services (per bed day)	\$\$\$	\$\$\$	\$\$\$
Room and Board (per bed day)	\$\$\$	\$\$\$	Actual Cost
Case Management (per 15 minute increment)	\$26.21	\$26.21	\$26.21

5. Exhibit A, Section II. (entitled “Payments”), subsection B., of the Contract is deleted in its entirety and replaced with the following:

“B. PAYMENT METHOD - COUNTY shall pay CONTRACTOR monthly in arrears provided, however, that the total of such payments shall not exceed the COUNTY’s Total Maximum Obligation. 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 twentieth (20th) 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.”

6. Exhibit A, Section III. (entitled “Records”), subsection B.8., of the Contract is deleted in its entirety and replaced with “Progress notes.”
7. Exhibit A, Section V. (entitled “General Requirements”), subsection J., of the Contract is

deleted in its entirety and replaced with the following:

“J. 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.”

8. Exhibit A, Section VII. (entitled “Staffing”), subsection B., of the Contract is deleted in its entirety and replaced with “Intentionally omitted”.

9. Exhibit A, Section VII. (entitled “Staffing”), subsection H., of the Contract is deleted in its entirety and replaced with the following:

“H. CONTRACTOR must have a Medical Director who, prior to the delivery of services under this Agreement with COUNTY, 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 Agreement.

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 beneficiaries and determine the medical necessity of treatment for beneficiaries;

g. Ensure the physical examination requirements are met for Clients as follows: if a Client had a physical examination within the twelve month period prior to the Client’s admission to treatment date, the physician or registered nurse practitioner or physician’s assistant (physician extenders) shall review documentation of the Client’s most

recent physical examination within thirty (30) calendar days of the Client's admission to treatment date. If the physician or a physician extender, has not reviewed the documentation of the beneficiary's physical examination as provided for in paragraph (i), or the provider does not perform a physical examination of the beneficiary as provided for in paragraph (ii), then the LPHA or counselor shall include in the beneficiary's initial and updated treatment plans the goal of obtaining a physical examination, until this goal has been met. 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 by way of a subcontractor agreement; and

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

2. Medical Director may delegate his/her responsibilities to a physician consistent with the provider's medical policies and standards; however, the Substance Use 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."

10. Exhibit A, Section VII. (entitled "Staffing"), subsection J., of the Contract is deleted in its entirety and replaced with the following:

"J. 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 Agreement, 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 or 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."

11. Exhibit A, Section VII. (entitled "Staffing"), subsections M. and N., of the Contract are deleted in their entirety and replaced with the following:

"M. 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. 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. At minimum, CONTRACTOR shall ensure that all treatment staff complete:
- a. Training in the ASAM criteria I and II prior to providing services;
 - b. Annual provider training;
 - c. SUD documentation training;
 - d. Motivational Interviewing;
 - e. Training in the two minimum evidence based practices utilized at the program;
 - f. Naloxone Administration Training;
 - g. CPR Training;
 - h. All LPHAs shall complete 5 CEU/CMEs in addiction medicine annually.”

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

“EXHIBIT D
 TO AGREEMENT FOR PROVISION OF
 ADULT RESIDENTIAL DRUG MEDI-CAL
 WITHDRAWAL MANAGEMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 CONTRACTOR
 JULY 1, 2019 THROUGH JUNE 30, 2022

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] 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 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

Brittany McLean	Deputy County Counsel
_____	_____
Print Name	Title
<small>DocuSigned by:</small> <i>Brittany McLean</i>	4/7/2021
<small>Sig...9713A4061D4343D...</small>	_____
	Date