



**AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-18010346
FOR
Mental Health Residential Rehabilitation and Mental Health Enhanced Residential
Rehabilitation Services**

This Amendment ("Amendment No. 2") to Contract No. MA-042-18010346 for Mental Health Residential Rehabilitation and Mental Health Enhanced Residential Rehabilitation Services is made and entered into on July 1, 2020 ("Effective Date") between [Provider Legal Name] ("Contractor"), with a place of business at «LC_Provider 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-042-18010346 for Mental Health Residential Rehabilitation and Mental Health Enhanced Residential Rehabilitation Services, effective July 1, 2017 through June 30, 2020, in an aggregate maximum obligation not to exceed \$3,737,016 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective March 1, 2019 through June 30, 2020, to increase both the Period Two Maximum Obligation and the Period Three Maximum Obligation by \$499,244 from \$933,597 to \$1,432,841, for a new aggregate maximum obligation not to exceed \$4,735,504; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to renew the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend standard language paragraphs and Exhibit B in the Contract.

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

1. The Contract is renewed for a term of 1 year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$1,744,700 for this renewal term, for a new aggregate maximum obligation not to exceed \$6,479,772; on the amended terms and conditions.
2. Page 4, Referenced Contract Provisions section is deleted in its entirety and replaced with the following:

"REFERENCED CONTRACT PROVISIONS

Term: July 1, 2017 through June 30, 2021

Period One means the period from July 1, 2017 through June 30, 2018

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

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

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

Aggregate Maximum Obligation:

	<u>Residential Rehabilitation Services</u>	<u>Enhanced Residential Rehabilitation Services</u>	<u>Total</u>
Period One Maximum Obligation:	\$ 933,597	\$312,075	\$1,245,672
Period Two Maximum Obligation:	1,432,624	312,075	1,744,700
Period Three Maximum Obligation:	1,432,624	312,075	1,744,700
Period Four Maximum Obligation:	<u>1,432,624</u>	<u>312,075</u>	<u>1,744,700</u>
GRAND TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$5,231,471	\$1,248,300	\$6,479,772

Basis for Reimbursement: Negotiated Rate

Payment Method: Monthly In Arrears

<u>CFDA#</u>	<u>FAIN#</u>	<u>Program/ Service Title</u>	<u>Federal Funding Agency</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>R&D Award (Y/N)</u>
93.958	B09SM010005-19	Residential Rehabilitation and Enhanced Residential Rehabilitation Services	Mental Health Block Grant (82%)	10/01/2018 – 09/30/2020	\$1,430,831	N

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: «LC_NAME»«LC_DBA»
«ADDRESS»
«CITYSTATEZIPCODE»
«CONTACT_PERSON»
«CONTACT_EMAIL»”

3. Paragraph IV. Compliance, sub-paragraph B of the Contract is deleted in its entirety and replaced with the following:

“B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Contract monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted 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, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR."

4. Paragraph XXXII. Conflict of Interest is added to the Contract as follows:

"XXXII. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties."

5. Paragraph XXXIII. Dispute Resolution is added to the Contract as follows:

"XXXIII. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.

2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action

to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.”

6. Exhibit B, Paragraph I. Common Terms and Definitions, Section A, subsection 6, the term “Care Coordinator” is deleted and replaced with “Plan Coordinator”. All references to “Care Coordinator” throughout the Contract shall be references to “Plan Coordinator”.

This Amendment No. 2 modifies the Contract and Amendment No. 1, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2, Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract, including Amendment No. 1, not specifically changed by this Amendment No. 2, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, 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: «UC_Provider Name»

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

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

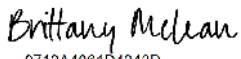
Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

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

Brittany McLean

Print Name

DocuSigned by:

 9713A4081D4343D...

Deputy County Counsel

Title

4/13/2020

Date