



AMENDMENT NO. [8]
TO
CONTRACT NO. MA-042-20010248
FOR
ADULT RESIDENTIAL DRUG MEDI-CAL SUBSTANCE USE DISORDER TREATMENT SERVICES

This Amendment (“Amendment No. [8]”) to Contract No. MA-042-20010248 for Adult Residential Drug Medi-Cal Substance Use Disorder Treatment Services is made and entered into on March 1, 2024 (“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-042-20010248 for Adult Residential Drug Medi-Cal Substance Use Disorder Treatment Services, effective July 1, 2019 through June 30, 2022, in an aggregate amount not to exceed \$19,480,950, renewable for two additional one-year periods (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective August 9, 2019, to modify Exhibit A; and

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

WHEREAS, the Parties executed Amendment No. 3 to amend the Contract, effective March 4, 2021, to exercise the 10% cost contingency to increase the Period Two Aggregate Maximum Obligation by \$649,365 from \$6,493,650 to \$7,143,015, for a revised cumulative total aggregate amount not to exceed \$20,130,315, and to add Exhibit D (Good Neighbor Policy); and

WHEREAS, the Parties executed Amendment No. 4 to amend the Contract, effective July 1, 2021, to increase the Period Three Aggregate Maximum Obligation by \$1,298,730 from \$6,493,650 to \$7,792,380, for a revised cumulative total aggregate amount not to exceed \$21,429,045, and to modify Exhibit A; and

WHEREAS, the Parties executed Amendment No. 5 to amend the Contract to modify various provisions of the Contract and Exhibit A and to renew the Contract for two years, effective July 1, 2022 through June 30, 2024, in an aggregate amount not to exceed \$17,000,000, for a revised cumulative total aggregate amount not to exceed \$38,429,045; and

WHEREAS, the Parties executed Amendment No. 6 to amend the Contract, effective July 1, 2023, to increase the Period Five Aggregate Maximum Obligation by \$2,000,000 from \$8,500,000 to \$10,500,000, for a revised cumulative total aggregate amount not to exceed \$40,429,045; and

WHEREAS, the Parties executed Amendment No. 7 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; and

WHEREAS, the Parties now desire to enter into this Amendment No. [8] to amend the Contract to increase the Period Five Aggregate Maximum Obligation by \$900,000 from \$10,500,000 to \$11,400,000, for a revised cumulative total aggregate amount not to exceed \$41,329,045, to add Paragraph XXXVII. and Paragraph XXXVIII., and to modify Paragraph XXXVI. and Exhibit A.

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

1. The Contract's Period Five Aggregate Maximum Obligation is increased by \$900,000 from \$10,500,000 to \$11,400,000, for a revised cumulative total aggregate amount not to exceed \$41,329,045.
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:	\$6,493,650
Period Two Aggregate Amount Not To Exceed:	7,143,015
Period Three Aggregate Amount Not To Exceed:	7,792,380
Period Four Aggregate Amount Not To Exceed:	8,500,000
Period Five Aggregate Amount Not To Exceed:	11,400,000
TOTAL AGGREGATE AMOUNT NOT TO EXCEED:	\$41,329,045”

3. All references in the Contract to “Maximum Obligation” shall be 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/A%20BestPracGuideOCTOBER2020.pdf.”

- 7. Exhibit A, Paragraph I. Common Terms and Definitions, subparagraph A.9., of the Contract is deleted in its entirety and replaced with “9. Deleted.”
- 8. Exhibit A, Paragraph II. General Requirements, subparagraph C. of the Contract is deleted in its entirety and replaced with “C. Deleted.”
- 9. Exhibit A, Paragraph II. General Requirements, subparagraph O., of the Contract is deleted in its entirety and replaced with the following:

“O. OPIOID OVERDOSE EMERGENCY TREATMENT – CONTRACTOR shall have available at each program site at minimum two (2) unexpired Naloxone doses or other opioid reversal medication for the treatment of known or suspected opioid overdose. At least one (1) staff per shift shall be trained in administering the Naloxone. Naloxone is not a substitute for emergency medical care. CONTRACTOR shall always seek emergency medical assistance in the event of a suspected, potentially life-threatening opioid emergency.”

- 10. Exhibit A, Paragraph III. Payments, subparagraph A., Reimbursement Rate table, of the Contract is deleted in its entirety and replaced with the following:

“Mode of Service	Reimbursement Rate				
	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	PERIOD FIVE
Residential Treatment 3.1 (per bed day)	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$
Residential Treatment 3.5 (per bed day)	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$
Room and Board 3.1 (per bed day)	\$\$\$	\$\$\$	Actual Cost	Actual Cost	Actual Cost
Room and Board 3.5 (per bed day)	\$\$\$	\$\$\$	Actual Cost	Actual Cost	Actual Cost
Case Management (per 15 minute increment)	\$26.21	\$26.21	\$26.21	\$34.30	\$34.30
Medication Assisted Treatment (per 15 minute increment)	N/A	N/A	N/A	\$\$\$	\$\$\$”

- 11. Exhibit A, Paragraph IV. Records, subparagraph B., of the Contract is deleted in its entirety and replaced with the following:

“B. CLIENT RECORDS – CONTRACTOR shall maintain adequate records in accordance with the licensing authority, DHCS, the Orange County DMC ODS CalAIM

Documentation Manual, and CCR, Title 22, related to DMC on each individual Client in sufficient detail to permit an evaluation of services, which shall include, but not limited to:

1. Documentation of ADMINISTRATOR's Residential Treatment Authorization for Residential Treatment Services.

2. Documentation that RTS for substance use disorders are appropriate for the Client. This shall include initial medical necessity determination for the DMC-ODS benefit performed through a face-to-face review by a LPHA. Additionally, the ASAM Criteria assessment will be applied to determine placement into the level of assessed services and documented in the Client record.

3. Intake and admission data, including, if applicable, a physical examination;

4. Problem lists;

5. Reassessments of client functioning based on ASAM criteria;

6. Progress notes;

7. Continuing services justifications;

8. Laboratory test orders and results;

9. Referrals;

10. Discharge plan;

11. Discharge summary;

12. Any other information relating to the treatment services rendered to the Client; and

13. A sign-in sheet for every group counseling session.”

12. Exhibit A, Paragraph VI. Services, subparagraphs E. and F., of the Contract are deleted in their entirety and replaced with the following:

“E. ADMISSIONS

1. CONTRACTOR shall accept any person with Orange County Medi-Cal; and who is physically and mentally able to comply with the program's rules and regulations. Said persons shall include persons with a concurrent diagnosis of mental illness, i.e., those identified as having a co-occurring diagnosis. Persons with co-occurring disorders and others who require prescribed medication shall not be precluded from acceptance or admission solely based on their licit use of prescribed medications.

2. CONTRACTOR shall have policies and procedures in place to screen for emergency medical conditions and immediately refer beneficiaries to emergency medical care.

3. CONTRACTOR shall have a policy that requires a Client who shows signs of any communicable disease or through medical disclosure during the intake process admits to a health-related problem that would put others at risk, to be cleared medically before services are provided.

4. Admission Policy – CONTRACTOR shall establish and make available to the public a written Admission Policy. ADMINISTRATOR may revise Admission Policy due to funding. Admission Policy shall recognize the following specialty populations:

a. pregnant persons who have a substance use disorder and inject substances.

b. pregnant persons who have a substance use disorder.

c. persons who have a substance use disorder and inject substances.

d. persons who have a recent history of fentanyl use disorder.

5. CONTRACTOR's Admission Policy shall reflect all applicable federal, state, and county regulations. CONTRACTOR shall have the right to refuse admission of a

person only in accordance with its written Admission Policy; provided, however, CONTRACTOR complies with the Nondiscrimination provisions of this Agreement.

6. CONTRACTOR shall initiate services within reasonable promptness and shall have a documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care.

F. RESIDENTIAL TREATMENT AUTHORIZATION

1. Beneficiaries will be authorized and referred to CONTRACTOR by the ART Team. Beneficiaries who contact CONTRACTOR directly to request services shall be referred by CONTRACTOR to the ART Team. If Beneficiary is pregnant, an intravenous drug user or has a recent history of fentanyl use and meets medical necessity for Residential Treatment, CONTRACTOR may admit to treatment bypassing the ART Team if provider has available bed slot. In this instance, CONTRACTOR will complete a SUD assessment and establish medical necessity for residential level of care. Assessment and authorization request must be submitted to the ART team for authorization within 72 hours of beneficiary admission. CONTRACTOR shall enter data regarding request for service into IRIS access log established by ADMINISTRATOR for these beneficiaries who access provider directly and bypass the ART team.

2. If it is determined after assessing the beneficiary that the medical necessity criteria, pursuant to DMC-ODS STCs 128 (e), has not been met, then a written Notice of Adverse Benefit Determination shall be issued in accordance with 42 CFR 438.404 and 42 CFR Part 431, subpart E.”

13. Exhibit A, Paragraph VI. Services, subparagraph I.5., of the Contract is deleted in its entirety and replaced with the following:

“5. Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.”

14. Exhibit A, Paragraph VI. Services, subparagraph I.9., of the Contract is deleted in its entirety and replaced with “9. Deleted.”

15. Exhibit A, Paragraph VI. Services, subparagraph I.16., of the Contract is deleted in its entirety and replaced with the following:

“16. Discharge Services: The process to prepare the Client for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services. CONTRACTOR shall provide or arrange for transportation of Clients to aftercare destination. CONTRACTOR shall begin discharge planning immediately after enrollment.

a. Discharge Plan – CONTRACTOR shall develop a formal discharge plan within thirty (30) calendar days prior to Client’s planned discharge from the program. A discharge plan is to be completed for each Client, except a Client with whom the provider loses contact. The discharge plan shall be completed and signed by the LPHA or counselor and the Client. A copy of the discharge plan shall be provided to the Client and retained in the Client’s record. The discharge plan shall include, but not be limited to, all of the following:

- 1) A description of each of the Client’s relapse triggers;
- 2) A plan to assist the Client to avoid relapse when confronted with each trigger;
- 3) A support plan; and

- 4) Referrals and linkages to appropriate resources.
 - b. Discharge Summary – The discharge summary is to be completed by the LPHA or counselor within thirty (30) calendar days of the date of the last face-to-face treatment contact with the Client.”
16. Paragraph VI. Services, subparagraph I.17., of the Contract is deleted in its entirety and replaced with “17. Deleted.”
17. Exhibit A, Paragraph VI. Services, subparagraph I.20.b.6. of the Contract is deleted in its entirety and replaced with the following:
 - “6) CONTRACTOR shall provide TB services to the Clients by referral to COUNTY or another appropriate provider. TB services shall be provided within thirty (30) calendar days of admission. These TB services shall consist of the following:
 - a) Counseling with respect to TB;
 - b) Testing to determine whether the individual has been infected and to determine the appropriate form of treatment;
 - c) Provision for, or referral of, infected Clients for medical evaluation, treatment and clearance. CONTRACTOR shall ensure that a TB-infected Client is medically cleared prior to commencing treatment.”

This Amendment No. [8] 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. [8] and the Contract, including all previous amendments, the terms and conditions of this Amendment No. [8] shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. [8] remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. [8]. 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
DocuSigned by: <i>Brittany McLean</i>	1/25/2024
9713A4061D4343D... Signature	_____
	Date