



**AMENDMENT NO. 3**  
**TO**  
**CONTRACT NO. MA-042-23011088**  
**FOR**  
**RECOVERY RESIDENCE SERVICES**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-23011088 for Recovery Residence Services is made and entered into on March 1, 2024 (“Effective Date”) between Action Alliance Foundation (“Contractor”), with a place of business at 510 South Harbor Boulevard, Fullerton, California 92832, 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-042-23011088 for Recovery Residence Services, effective July 1, 2023 through June 30, 2026, in an aggregate amount not to exceed \$6,300,000, renewable for one additional two-year term (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1, effective September 1, 2023, to modify Paragraph XVI. and Paragraph XX., to add Paragraph XXXIII. and Paragraph XXXIV., and to modify Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 2, effective January 16, 2024, to modify the addresses where Services are performed; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to increase the Period One, Period Two and Period Three Aggregate Amounts Not To Exceed by \$400,000 each, for a revised cumulative aggregate amount not to exceed \$7,500,000, to amend Paragraph XXXIV. of the Contract, and to add Paragraph XXXV. and Paragraph XXXVI. to the Contract.

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

1. The Contract’s Period One Aggregate Amount Not To Exceed, Period Two Aggregate Amount Not To Exceed, and Period Three Aggregate Amount Not To Exceed are each increased by \$400,000 from \$2,100,000 to \$2,500,000, for a revised cumulative total aggregate amount not to exceed \$7,500,000.
2. Referenced Contract Provisions, Aggregate Amount Not To Exceed 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:	\$2,500,000
Period Two Aggregate Amount Not To Exceed:	\$2,500,000
Period Three Aggregate Amount Not To Exceed:	\$2,500,000
<b>TOTAL AGGREGATE AMOUNT NOT TO EXCEED:</b>	<b>\$7,500,000”</b>

3. Paragraph XXXIV. Health Insurance Portability and Accountability Act (HIPAA) of 1996, of the Contract is deleted in its entirety and replaced with the following:

**“XXXIV. 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.”

4. Paragraph XXXV. Intravenous Drug Use (IVDU) Treatment is added to the Contract as follows:

**“XXXV. 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)).”

5. Paragraph XXXVI. Youth Treatment Guidelines is added to the Contract as follows:

**“XXXVI. 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/AdolBestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf).”

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 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 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: Action Alliance Foundation**

Joe Melican

VP of operations

Print Name  
DocuSigned by:

*Joe Melican*

C44C9E176EE84B3...  
Signature

Title

1/19/2024

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  
DocuSigned by:

*Brittany McLean*

9713A4061D4343D...  
Signature

Title

1/19/2024

Date