



**AMENDMENT NO. 4
TO
CONTRACT NO. MA-042-19010286
FOR
Drug Medi-Cal Substance Use Disorder Outpatient Services**

This Amendment (“Amendment No. 4”) to Contract No. MA-042-19010286 for Drug Medi-Cal Substance Use Disorder Outpatient Services is made and entered into on July 1, 2021 (“Effective Date”) between «NAME» (“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-042-19010286 for Drug Medi-Cal Substance Use Disorder Outpatient Services, effective July 1, 2018 through June 30, 2020, in an aggregate total amount not to exceed \$6,388,000, renewable for three additional one-year periods (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to increase the Period Two Maximum Obligation by \$606,000 from \$3,194,000 to \$3,800,000, to modify and add various provisions to the Contract, and to renew the Contract for one year, effective July 1, 2020 through June 30, 2021, in an aggregate amount not to exceed \$4,200,000, for a revised aggregate total amount not to exceed \$11,194,000, renewable for two additional one-year periods; and

WHEREAS, due to unforeseen circumstances related to the COVID-19 pandemic, the Parties executed Amendment No. 2 to amend the Contract to utilize a portion of the 10% cost contingency to increase the Period Two Maximum Obligation by \$65,000 from \$3,800,000 to \$3,865,000, for a revised aggregate total amount not to exceed \$11,259,000; and

WHEREAS, the Parties executed Amendment No. 3 to amend Paragraph VI. and Exhibit A of the Contract and to renew the Contract for one year, effective July 1, 2021 through June 30, 2022, in an aggregate amount not to exceed \$4,500,000, for a revised aggregate total amount not to exceed \$15,759,000, renewable for one additional one-year period; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to modify Paragraph VI. of the Contract and to renew the Contract for six months 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 period of six months, effective July 1, 2022 through December 31, 2022, in an aggregate amount not to exceed \$2,250,000 for this renewal period, for a revised aggregate total amount not to exceed \$18,009,000; on the amended terms and conditions.
2. Page 4, Referenced Contract Provisions, Term provision of the Contract is deleted in its entirety and replaced with the following:

“TERM: July 1, 2018 through December 31, 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
 Period Five means the period from July 1, 2022 through December 31, 2022”
3. Page 4, 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: \$3,194,000
 Period Two Aggregate Amount Not To Exceed: \$3,865,000
 Period Three Aggregate Amount Not To Exceed: \$4,200,000
 Period Four Aggregate Amount Not To Exceed: \$4,500,000
 Period Five Aggregate Amount Not to Exceed: \$2,225,000
 TOTAL AGGREGATE AMOUNT NOT TO EXCEED: \$18,009,000”
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 a separate 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 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.”

This Amendment No. 4 modifies the Contract, including Amendments No. 1, 2, and 3, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 4, Amendments No. 1, 2, and 3, and the Contract, the terms and conditions of this Amendment No. 4 prevail. In all other respects, the terms and conditions of the Contract, including Amendments No. 1, 2, and 3, not specifically changed by this Amendment No. 4 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4. 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: «NAME»

_____	_____
Print Name	Title
_____	_____
Signature	Date

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

Purchasing Agent/Designee Authorized Signature:

_____	_____
William Norsetter	Deputy Purchasing Agent
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>	4/18/2022
<small>9713A4061D4343D...</small>	_____
Signature	Date