



AMENDMENT NO. 67
TO
CONTRACT NO. MA-042-19010286
FOR
Drug Medi-Cal Substance Use Disorder Outpatient Services

This Amendment (“Amendment No. 67”) to Contract No. MA-042-19010286 for Drug Medi-Cal Substance Use Disorder Outpatient Services is made and entered into on ~~or about~~ DecemberJuly 1, 20212022 (“Effective Date”) between Wel-Mor Psychology Group, Inc. (“Contractor”), with a place of business at 4120 Birch St., Ste. 121, Newport Beach, California, 92660, 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, to modify and add various provisions to the Contract, and to renew the Contract for a period of one year, effective July 1, 2020 through June 30, 2021, in an aggregate amount not to exceed \$4,200,000, renewable for two additional one-year periods, for a revised aggregate total amount not to exceed \$11,194,000; 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, for a revised aggregate total amount not to exceed \$11,259,000; and

WHEREAS, the Parties executed Amendment No. 3, on December 15, 2020, to update the Contractor address in Referenced Contract Provisions and locations for services in Exhibit A.

WHEREAS, the Parties executed an amendment, also titled Amendment No. 3, to renew the Contract for one year, effective July 1, 2021 through June 30, 2022, as indicated below;

WHEREAS, the Parties realized, on August 10, 2021, a typographical error in that Amendment No. 3 to renew the Contract should have been written as Amendment No. 4; and

HCA ASR 22-000202

County of Orange Health Care Agency
 File Folder: M042DR109-Wel Mor
Amend No. 7

MA-042-19010286

WHEREAS, the Parties executed Amendment No. 5 to correct this typographical error.

WHEREAS, the Parties ~~now desire to enter into this~~executed Amendment No. 6 to increase the approved Reimbursement Rates; there ~~will be~~were no aggregate changes to the contract.

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

~~Exhibit A, WHEREAS, the Parties now desire to enter into this Amendment No. 7 to modify Paragraph II. Payments, subparagraph 3, 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, section Term of the Contract is deleted in its entirety and replaced with the following:

H. PAYMENTS

~~3. CONTRACTOR shall assume responsibility for any audit disallowances or penalties imposed on COUNTY by the State related to amounts or services claimed by COUNTY on behalf of CONTRACTOR. CONTRACTOR shall reimburse COUNTY for any such disallowances or penalties within thirty (30) days of written notification by COUNTY.~~

<u>Modes of Service</u>	<u>Reimbursement Rate</u>
ODF Individual Counseling	<u>\$34.30/15 minute increment</u>
ODF Group Counseling	<u>\$34.30/15 minute increment</u>
ODF Case Management	<u>\$34.30/15 minute increment</u>
IOT Individual Counseling	<u>\$34.30/15 minute increment</u>
IOT Group Counseling	<u>\$34.30/15 minute increment</u>
IOT Case Management	<u>\$34.30/15 minute increment</u>
Physician Consultation	<u>\$89.30/15 minute increment</u>

~~MAT \$105.06/15 minute increment~~

~~Recovery Services—Individual Counseling \$34.30/15 minute increment~~

~~Recovery Services—Group Counseling \$34.30/15 minute increment~~

~~Recovery Services—Case Management \$34.30/15 minute increment”~~

“TERM: July 1, 2018 through June 30, 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 Period One, Period Two, Period Three, Period Four, and Period Five, 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. 67 modifies the Contract, including Amendments No. 1, 2, 3, 4-~~and~~, 5 and 6, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 67, Amendments No. 1, 2, 3, 4, 5, and ~~56~~, and the Contract, the terms and conditions of this Amendment No. 6 prevail. In all other respects, the terms and conditions of the Contract, including Amendments No. 1, 2, 3, 4, 5 and ~~56~~, and not specifically changed by this Amendment No. 67 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 67. 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: Wel-Mor Psychology Group, Inc.

David Welch

Director

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