



**AMENDMENT NO. [1]  
TO  
CONTRACT NO. MA-042-24011190  
FOR  
ADULT AND PERINATAL RESIDENTIAL DRUG MEDI-CAL SUBSTANCE USE DISORDER  
TREATMENT SERVICES**

This Amendment (“Amendment No. [1]”) to Contract No. MA-042-24011190 for Adult and Perinatal Residential Drug Medi-Cal Substance Use Disorder Treatment Services is made and entered into on September 30, 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-042-24011190 for Adult and Perinatal Residential Drug Medi-Cal Substance Use Disorder Treatment Services, effective July 1, 2024 through June 30, 2027, in an aggregate amount not to exceed \$39,000,000, renewable for two additional one-year periods (“Contract”); and

WHEREAS, the Parties now desire to enter into this Amendment No. [1] to increase the Aggregate Amount Not To Exceed for Period One, Period Two, and Period Three each by \$3,100,000 for a revised Total Aggregate Amount Not To Exceed of \$48,300,000, to revise the funding table in the Referenced Contract Provisions of the Contract and to add Paragraphs XXXIX. through Paragraph XLIV. to the Contract.

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

1. The Contract’s Total Aggregate Amount Not To Exceed is increased by \$9,300,000 from \$39,000,000 to \$48,300,000.

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: \$ 16,100,000

Period Two Aggregate Amount Not To Exceed: 16,100,000

Period Three Aggregate Amount Not To Exceed: 16,100,000

TOTAL AGGREGATE AMOUNT NOT TO EXCEED: \$ 48,300,000”

3. Referenced Contract Provisions, Funding Table, of the Contract is deleted in its entirety and replaced with the following:

CFDA#	FAIN#	Program/ Service Title	Federal Funding Agency	Federal Award Date	Amount	R&D Award (Y/N)
93.959	T110062-20	SABG	Substance Abuse and Mental Health Services Administration (SAMHSA)	7/1/2024 TO 6/30/2026	\$19,216,499 annually	N

4. Paragraph XXXIX. through Paragraph XLIV. are added to the Contract as follows:

**“XXXIX. SUBG – DEBARMENT AND SUSPENSION**

A. COUNTY shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

B. COUNTY shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

C. If COUNTY subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

**XL. SUBG - NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS**

COUNTY agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, COUNTY agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

**XLI. SUBG - LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES**

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

**XLII. SUBG - RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

**XLIII. SUBG - NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS**

COUNTY shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

**XLIV. SUBG - TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

COUNTY and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.”

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

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. [1]. 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]**

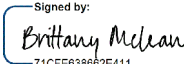
_____	_____
Print Name	Title
_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	_____
Signature	Date

**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
	9/5/2024
71CFE638862E411... Signature	_____
	Date