

# AMENDMENT NO. [2] TO CONTRACT NO. MA-042- 24011270 FOR

### ADULT RESIDENTIAL DRUG MEDI-CAL WITHDRAWAL MANAGEMENT SERVICES

This Amendment ("Amendment No. [2]") to Contract No. MA-042-24011270 for Adult Residential Drug Medi-Cal Withdrawal Management Services is made and entered into on December 3, 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-042-24011270 for Adult Residential Drug Medi-Cal Withdrawal Management Services, effective July 1, 2024 through June 30, 2027, in an aggregate amount not to exceed \$10,800,000, renewable for two additional one-year periods ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1, effective September 30, 2024, to increase the Aggregate Amount Not To Exceed for Period One, Period Two, and Period Three each by \$1,300,000 from \$3,600,000 to \$4,900,000, for a revised Total Aggregate Amount Not To Exceed of \$14,700,000; to revise the funding table in the Referenced Contract Provisions of the Contract; and to add Paragraphs XXXIX. through Paragraph XLIV. to the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. [2] to increase the Aggregate Amount Not To Exceed for Period One, Period Two, and Period Three each by \$1,440,000 for a revised Total Aggregate Amount Not To Exceed of \$19,020,000, and to update the reimbursement table in Paragraph III of Exhibit A of 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 \$4,320,000 from \$14,700,000 to \$19,020,000.
- 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: \$6,340,000

Period Two Aggregate Amount Not To Exceed: 6,340,000

Period Three Aggregate Amount Not To Exceed: 6,340,000

TOTAL AGGREGATE AMOUNT NOT TO EXCEED: \$ 19,020,000"

County of Orange, Health Care Agency

Contract MA-042-24011270

3. Exhibit A, Paragraph III. Payments, subparagraph A., reimbursement table, of the Contract is deleted in its entirety and replaced with the following:

Modes of Service	Reimbursement Rate		
	Period One	Period Two	Period Three
Withdrawal Management 3.2 Treatment Services (per bed day)	\$\$\$	\$\$\$	\$\$\$
Room and Board	Actual Cost	Actual Cost	Actual Cost
Care Coordination (per 15 minute increment)	\$\$\$	\$\$\$	\$\$\$
Medication Assisted Treatment (per 15 minute increment)	\$\$\$	\$\$\$	\$\$\$

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

### SIGNATURE PAGE FOLLOWS

## **SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. [2]. 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
County of Orange, a political subdivision	າ of the State of California
Purchasing Agent/Designee Authorized S	Signature:
Print Name	Title
Signature	Date
Office of the County Counsel	
Office of the County Counsel Orange County, California	Deputy County Counsel
Office of the County Counsel Orange County, California  Brittany McLean  Print Name	Deputy County Counsel Title
APPROVED AS TO FORM Office of the County Counsel Orange County, California  Brittany McLean  Print Name  Signed by: Brittany Mulan	

HCA ASR 24-000809 Page 3 of 3

Page 3 of 3