



**AMENDMENT NO. 5
TO
CONTRACT NO. MA-042-22011762
FOR
Narcotic Replacement Therapy Treatment Services**

This Amendment (“Amendment No. 5”) to Contract No. MA-042-22011762 for Narcotic Replacement Therapy Treatment Services is made and entered into on February 6, 2024 (“Effective Date”) between Western Pacific Re-Hab (“Contractor”), with a place of business at 4544 San Fernando Road, Suite 202, Glendale, CA 91204, 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-042-18010277 for Narcotic Replacement Therapy Treatment Services, effective July 1, 2022 through June 30, 2025, in an amount not to exceed \$1,930,920, renewable for two additional one-year periods (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to change the Contract Number from MA-042-18010277 to MA-042-22011762; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Payment Paragraph of Exhibit A of the Contract, effective September 8, 2022; and

WHEREAS, the Parties executed Amendment No. 3 to amend Paragraph XVI. and Paragraph XX. and to add Paragraph XXXIV. and Paragraph XXXV. to the Contract, in order to comply with regulatory requirements identified as part of County’s Triennial Audit; and

WHEREAS, the Parties executed Amendment No. 4 to add Paragraph XXXVI. and Paragraph XXXVII. to the Contract, in order to comply with additional findings of regulatory requirements identified as part of County’s Triennial Audit; and

WHEREAS, the California Advancing and Innovating Medi-Cal (CalAIM) Payment Reform was instituted at the County level on July 1, 2023; and

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to amend Exhibit A of the Contract, to adjust negotiated reimbursement rates for competitiveness with surrounding counties due to CalAIM, and to renew the Contract for two years for County to continue receiving and Contractor to continue providing services set forth in the Contract.

NOW THEREFORE, Contractor and County, in consideration of the above recitals, agree to amend the Contract as follows:

1. The Contract is renewed for a term of two years, effective July 1, 2025 through June 30, 2027, in an Amount Not To Exceed \$643,640 for each year of this renewal term, for a revised cumulative Total Amount Not To Exceed \$3,218,200; on the amended terms and conditions.
2. Referenced Contract Provisions, Term, Amount Not To Exceed, and CFDA provisions, of the

Contract are deleted in their entirety and replaced with the following:

- “Term:** July 1, 2022 through June 30, 2027
 Period One means the period from July 1, 2022 through June 30, 2023
 Period Two means the period from July 1, 2023 through June 30, 2024
 Period Three means the period from July 1, 2024 through June 30, 2025
 Period Four means the period from July 1, 2025 through June 30, 2026
 Period Five means the period from July 1, 2026 through June 30, 2027

Amount Not To Exceed:

- Period One Amount Not To Exceed: \$ 643,640
 Period Two Amount Not To Exceed: \$ 643,640
 Period Three Amount Not To Exceed: \$ 643,640
 Period Four Amount Not To Exceed: \$ 643,640
 Period Five Amount Not To Exceed: \$ 643,640
 TOTAL AMOUNT NOT TO EXCEED: \$3,218,200”

<u>“CFDA #</u>	<u>FAIN #</u>	<u>Program Services Title</u>	<u>Federal Funding Agency</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>Indirect Rate</u>	<u>R&D Award (Y/N)</u>
93.959	B08TI0857 94	Substance Abuse Prevention & Treatment Block Grant	SAMHSA	7/1/2023 TO 6/30/24	\$19,216,499	21.15%	N/A”

3. Exhibit A., Paragraph I. Common Terms and Definitions, subparagraph I., of the Contract is hereby deleted in its entirety and replaced with the following:
 - “i. Group Counseling means group-based services, at sixty (60) or ninety (90) minute sessions, with a minimum of two (2) and a maximum of twelve (12) Clients, billed in fifteen (15) minute increments. Group counseling sessions are provided in a developmentally appropriate environment (i.e., age, culture, etc.) and utilize evidence-based practices (EBP).”

4. Exhibit A., Paragraph II. Payments, subparagraph A., of the Contract is hereby deleted in its entirety and replaced with the following:

“A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided pursuant to the Contract, COUNTY shall pay CONTRACTOR monthly in arrears at the following all-inclusive rates of reimbursement: \$20.00 daily per Maintenance Client served at CONTRACTOR’s facility, \$12.00 per dose for Detoxification Clients at CONTRACTOR’s facility, and \$30.00 per dose for Maintenance Clients at other locations as approved by ADMINISTRATOR; however, the total of monthly payments to CONTRACTOR shall not exceed COUNTY’s Amount Not To Exceed set forth in the Referenced Contract Provisions of the Contract and provided further, that CONTRACTOR’s costs are allowable pursuant to applicable COUNTY, federal and state regulations. Non-compliance will require the completion of a CAP by CONTRACTOR. If CAPs are not completed within timeframes approved by ADMINISTRATOR, payments may be reduced accordingly.”

5. Exhibit A., Paragraph VI. Staffing, subparagraph L., of the Contract is hereby deleted in its entirety and replaced with the following:
- “L. Any CONTRACTOR staff participating in the delivery of services to Clients, including the Medical Director, shall complete the Annual Provider Training made available by ADMINISTRATOR. Completion certificates shall be placed in each personnel file as applicable.”

This Amendment No. 5 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. 5 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 5 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 5 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5. 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. If Contractor is a limited liability company ("LLC"), every member of the LLC may sign the Contract binding the LLC, unless the articles of organization of the LLC indicate that the LLC is a manager- managed LLC, in which case a managing-member of the LLC must execute the Contract on the LLC's behalf.

Contractor: Western Pacific Re-Hab

Mark Hickman

CEO

Print Name
DocuSigned by:

Title

Mark Hickman

1/4/2024

768A3D7AE19B419...
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
DocuSigned by:

Title

Brittany McLean

1/4/2024

9713A4061D4343D...
Signature

Date