



**AMENDMENT NO. 5  
TO  
CONTRACT NO. MA-042-19010230  
FOR**

**Drug Medi-Cal Narcotic Replacement Therapy Treatment Services**

This Amendment (“Amendment No. 5”) to Contract No. MA-042-19010230 for Drug Medi-Cal Narcotic Replacement Therapy Treatment Services is made and entered into on July 1, 2021 (“Effective Date”) between Western Pacific Med-Corp, Inc. (“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-042-19010230 for Drug Medi-Cal Narcotic Replacement Therapy Treatment Services, effective July 1, 2018 through June 30, 2020, in an amount not to exceed \$10,430,060, renewable for three additional one-year periods (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective July 1, 2019, to incorporate the Fiscal Year 2019-20 State-Mandated Narcotic Treatment Program (NTP) Drug Medi-Cal(DMC) Organized Delivery System (ODS) rates of reimbursement; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract to amend specific terms and conditions in the Contract and to renew the Contract, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$5,215,030, for a new amount not to exceed \$15,645,090; and

WHEREAS, the Parties executed Amendment No. 3 to amend the Contract, effective July 1, 2020, to amend the State Mandated NTP DMC ODS rates of reimbursement; and

WHEREAS, the Parties executed Amendment No. 4 to amend the State Mandated NTP DMC ODS rates for reimbursement as indicated in the Behavioral Health Information Notice No: 20-054 from the Department of Health Care Services Fiscal Year 2020-21; and

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to renew the Contract for one year 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 term of one (1) year, effective July 1, 2021 through June 30, 2022, renewable for one additional one-year term, in an amount not to exceed \$5,215,030 for this renewal term, for a revised cumulative total amount not to exceed \$20,860,120; on the amended terms and conditions.

2. Page 4, Referenced Contract Provisions, lines 3 through 10 of the Contract are deleted in their entirety and replaced with the following:

**“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

**Amount Not To Exceed:**

Period One Amount Not To Exceed:	\$ 5,215,030
Period Two Amount Not To Exceed:	5,215,030
Period Three Amount Not To Exceed:	5,215,030
Period Four Amount Not To Exceed:	<u>5,215,030</u>
TOTAL AMOUNT NOT TO EXCEED:	\$20,860,120”

3. 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 separate Cost Reports for Period One, Period Two, Period Three, and Period Four, 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. 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 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: Western Pacific Med-Corp, Inc.**

Mark Hickman	CEO
_____	_____
Print Name	Title
<small>DocuSigned by:</small> <i>Mark Hickman</i>	2/16/2021
<small>768A3D7AE19B419...</small>	_____
	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

<small>DocuSigned by:</small> <i>Brittany McLean</i>	2/16/2021
<small>9713A4061D4343D...</small>	_____
	Date