



**AMENDMENT NO. 7
TO
CONTRACT NO. MA-042-19010230
FOR**

Drug Medi-Cal Narcotic Replacement Therapy Treatment Services

This Amendment (“Amendment No. 7”) to Contract No. MA-042-19010230 for Drug Medi-Cal Narcotic Replacement Therapy Treatment Services is made and entered into on January 7, 2022 (“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 modify 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 update the State Mandated NTP DMC ODS rates of reimbursement; and

WHEREAS, the Parties executed Amendment No. 4 to amend the Contract, effective July 1, 2020, to update the State Mandated NTP DMC ODS rates of reimbursement; and; and

WHEREAS, the Parties executed Amendment No. 5 to renew the term of one (1) year, effective July 1, 2021 through June 30, 2022, and to amend the Referenced Contract Provisions lines 3 through 10; and

WHEREAS, the Parties executed Amendment No. 6 to amend the Contract, effective July 1, 2021, to update the State Mandated NTP DMC ODS rates of reimbursement; and

WHEREAS, the Parties now desire to enter into this Amendment No. 7 to expand the scope of work in Exhibit A of the Contract for Contractor to provide Drug Medi-Cal Narcotic Replacement Therapy Treatment Services to adolescents 12 through 17 years of age.

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

1. Exhibit A, Paragraph I. Common Terms and Definitions, subparagraph A.4 of the Contract is deleted in its entirety and replaced with the following:

“4. Client means an adolescent 12 through 17 years old or an adult aged 18 and over residing in the County of Orange who has a primary problem of opiate addiction and/or other MAT allowable by the DMC-ODS formulary that also qualifies for admission as per Title 9 and contractual eligibility requirements.”

2. Exhibit A, Paragraph V. Services, subparagraph B (but not including subparagraphs B.1 and B.2) of the Contract is deleted in its entirety and replaced with the following:

“B. PERSONS TO BE SERVED – CONTRACTOR shall provide NRT services for Drug Medi-Cal beneficiaries in the form on ongoing maintenance services which shall be provided to Orange County residents, adolescents 12 through 17 years old and adults aged 18 and over, who meet Medical Necessity for dependence on heroin or other morphine-like opioids and/or alcohol to provide methadone and other medication assisted treatment as described in the DMC-ODS Waiver and HCA Contract. Services shall be available 365 days per year.”

3. Exhibit A, Paragraph V. Services, subparagraphs I through S of the Contract are deleted in their entirety and replaced with the following:

“I. ADDITIONAL REQUIREMENTS FOR ADOLESCENT CLIENTS

1. Detoxification treatment for Clients who are under 18 years old requires written consent of their parent(s) or guardian prior to the administration of the first medication dose.

2. In order for Clients who are under 18 years old to receive maintenance treatment, there must be a documented history of two unsuccessful attempts at short-terms detoxification or drug-free treatment within a twelve (12) month period. The methods to confirm this history and the types of documentation to be maintained in the patient’s record shall be stated in the protocol. Additionally, for Clients under the age of 18 years old, written consent of their parent(s) or guardian prior to the admission into maintenance treatment is required.

3. CONTRACTOR shall adhere to DHCS Youth Treatment Guidelines when treating adolescents 12 through 17 years old.

J. CONTINUATION OF TREATMENT – CONTRACTOR shall provide justification for treatment to Clients who have been on methadone maintenance for a period of two (2) years, and annually thereafter as per Title 9, Section 10410. Justification shall be provided by the Medical Director or program physician and noted in Clients’ files. Without said justification the medical director or program physician shall discontinue a Client’s maintenance services.

K. DISCHARGE PLAN/EXIT PLANNING/TERMINATION – CONTRACTOR shall begin discharge planning immediately after enrollment. CONTRACTOR shall develop a

formal discharge plan within thirty (30) calendar days of the last face-to-face service with the Client. A discharge plan is to be completed for each Client, except a Client with whom the provider loses contact. The discharge plan shall be completed and signed by the CONTRACTOR staff and the Client. A copy of the discharge plan shall be provided to the Client and retained in the Client's record. CONTRACTOR shall establish a protocol for scheduled termination of services and document any discharge via a discharge summary.

1. The transition/exit plan shall include:
 - a. A strategy or strategies to assist the Client in maintaining an alcohol and drug free lifestyle;
 - b. A continuing treatment exit plan that includes linkage and referral of the Client to appropriate services (such as outpatient treatment), other support services (such as self-help groups), social services, vocational rehabilitation, job training and other services, if needed, and document this in Client's chart. The continuing treatment exit plan also shall include the goals identified in the Client's treatment plan; and
 - c. Referrals to appropriate non-substance abuse resources such as continuing education and vocational rehabilitation.
2. Written criteria for the discharge summary shall include:
 - a. Reason for discharge;
 - b. Client's achievements while in the Treatment Program such as meeting or progressing towards educational or vocational goals;
 - c. Description of maintenance services and Client progress;
 - d. Current alcohol and/or drug usage at discharge;
 - e. Vocational and educational achievements;
 - f. Any outstanding legal concerns;
 - g. Linkages and referrals made;
 - h. Client's comments; and
 - i. Prognosis.

L. PERFORMANCE OBJECTIVES AND OUTCOMES – CONTRACTOR shall be required to meet the following performance Objectives and Outcomes:

1. Achieve a goal of twenty percent (20%) or fewer of all unduplicated Clients testing positive for illicit drugs after an enrollment of ninety (90) days.
2. Achieve a goal of seventy percent (70%) or above of all unduplicated Clients who, after an enrollment of ninety (90) days, self-report being able to lead a productive lifestyle. A productive lifestyle includes employment, being enrolled in school, becoming a caretaker, or community volunteer.
3. Submit monthly Performance Outcome Reports to evaluate the impact or contribution of Contractor's services on the well-being of HCA client being served.
4. Implement a process improvement project as outlined in the NIATx model, targeting at least one (1) of the following four (4) NIATx aims:
 - a. Reduce waiting times;
 - b. Reduce no-shows;
 - c. Increase admissions;
 - d. Increase continuation in treatment.
5. Adhere to the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care and respond to each standard as directed by HCA.

M. ADDITIONAL REPORTING – CONTRACTOR shall submit written report to ADMINISTRATOR on a weekly basis, or as arranged by ADMINISTRATOR, for all Clients participating in treatment as part of the Agreement. Report will note all current

Clients.

ADMINISTRATOR will approve CONTRACTOR's form for report and determine mode of transmission of said report from CONTRACTOR to ADMINISTRATOR.

N. CASE MANAGEMENT – CONTRACTOR shall provide Case Management services which include the process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Clients and of available resources, and advocacy through a process of casework activities in order to achieve the best possible resolution of individual needs in the most effective way possible.

O. REFERRAL AND LINKAGE – As a function of Case Management, CONTRACTOR shall provide effective linkage of a Client to other ancillary services to include literacy training, vocational counseling, and other Client services, with follow-up to be provided and documented in the Client file to ensure that the Client has contacted the referred service provider. Referrals shall also be made for individuals having special needs, such as persons living with chronic diseases. Referrals shall be sensitive to the Client's cultural needs.

P. ALCOHOL AND/OR DRUG SCREENING – CONTRACTOR shall have a written policy and procedure regarding alcohol and/or drug testing at a minimum of one (1) time per month for all Maintenance Clients, which must be approved by ADMINISTRATOR. Urine specimen collection shall be observed by same sex staff and policy shall include procedures to ensure falsification of the sample does not occur. Results of these screenings shall be documented in the Client's file. If any Maintenance Client's drug screen results indicate a negative pattern of testing positive for non-opioid illegal substances, or methadone diversion, CONTRACTOR shall list on the Monthly Report, the corrective action taken to refocus the Client. CONTRACTOR also shall document this in the Client's file. All counseling session discussions and referrals/linkages shall be documented in the Client's file.

Q. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access the HCA IRIS at no cost to CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords shall not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:

- a. Token of each staff member who no longer supports the Agreement;
- b. Token of each staff member who no longer requires access to the IRIS;
- c. Token of each staff member who leaves employment of CONTRACTOR;
- or
- d. Token is malfunctioning.

4. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

5. CONTRACTOR shall reimburse COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

R. CONTRACTOR shall establish a good neighbor policy, which shall be reviewed

and approved by ADMINISTRATOR on an annual basis. The policy shall include, but is not limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

S. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.”

This Amendment No. 7 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. 7 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 7 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 7 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 7. 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 R. Hickman

CEO

Print Name

Title

DocuSigned by:
Mark R. Hickman
768A3D7AE19B419...

11/4/2021

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

DocuSigned by:
Brittany McLean
9713A4061D4343D...

11/5/2021

Date