



**AMENDMENT NO. 6  
TO  
CONTRACT NO. MA-042-18010277  
FOR  
Narcotic Replacement Therapy Treatment Services**

This Amendment ("Amendment No. 6") to Contract No. MA-042-18010277 for Narcotic Replacement Therapy Treatment Services is made and entered into on January 07, 2022 ("Effective Date") between Western Pacific Re-Hab, 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-042-18010277 for Narcotic Replacement Therapy Treatment Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed \$1,074,420, renewable for two additional one-year periods ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective April 24, 2018, to increase the Period One maximum obligation by \$150,000 from \$358,140 to \$508,140, for a new amount not to exceed \$1,224,420; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract, effective March 1, 2019, to increase the Period Two maximum obligation by \$50,814 from \$358,140 to \$408,954, for a new amount not to exceed \$1,275,234; and

WHEREAS, the Parties executed Amendment No. 3 to amend the Contract, effective May 1, 2019, to increase the Period Two maximum obligation by \$75,000 from \$408,954 to \$483,954 and to increase the Period Three maximum obligation by \$540,814 from \$358,140 to \$898,954, for a new amount not to exceed \$1,891,048; and

WHEREAS, the Parties executed Amendment No. 4 to renew the Contract for a period of 1 year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$898,954, for a new amount not to exceed \$2,790,002, and to amend specific terms and conditions in the Contract; and

WHEREAS, the Parties executed Amendment No. 5 to renew the Contract for a period of 1 year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$643,640, for a new amount not to exceed \$3,433,642, and to amend specific terms and conditions in the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 6 to amend the Referenced Contract Provisions and to expand the scope of work in Exhibit A of the Contract for Contractor to provide 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:

- Page 4, Referenced Contract Provisions, lines 14 through 19 of the Contract are deleted in their entirety and replaced with the following:

**“Payment Method:** Monthly In Arrears

**CONTRACTOR DUNS Number:** 04-690-7267

**CONTRACTOR TAX ID Number:** 95-4168437”

<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&amp;D Award (Y/N)</u>
93.959	TI10062-20	Substance Abuse and Prevention Treatment Block Grant	SAMHSA	10/1/19 TO 6/30/21	\$19,276,499	10%	N/A

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

“S. 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 also qualifies for admission as per Title 9 and contractual eligibility requirements.”

- Exhibit A, Paragraph V. Services, subparagraph B of the Contract is deleted in its entirety and replaced with the following:

“B. PERSONS TO BE SERVED – CONTRACTOR shall provide services three hundred sixty-five (365) days per year to Maintenance Clients who are eligible for services. Maintenance Clients are considered eligible for services if they are indigent or earning up to 200% of poverty level; including those who are disabled, have HIV and/or Hepatitis C, or are pregnant, and those identified in the Services Paragraph, subparagraph M. In addition to the above, program eligibility shall be determined as per Title 9 section 10270 for Maintenance and Detoxification Clients. Detoxification services shall be provided to those Clients that are indigent or earning up to 200% of poverty level or as approved by ADMINISTRATOR. Detoxification therapy shall not include pregnant women. In addition, CONTRACTOR shall provide maintenance and detoxification services to adolescents 12 through 17 years old and persons eighteen (18) and over earning up to 200% of poverty level and/or eligible for AB109 via referral from OC Probation Department assessment staff. Other eligibility requirements may be determined by ADMINISTRATOR.

1. CONTRACTOR shall provide individual case management, treatment planning, crisis intervention, discharge planning, medication handling and dispensing,

and related services as required by federal, state, and COUNTY rules and regulations.

2. CONTRACTOR's program must include an introduction to appropriate self-help structured support programs as approved by ADMINISTRATOR.

3. ADDITIONAL REQUIREMENTS FOR ADOLESCENT CLIENTS

i. 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.

ii. 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-term 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.

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

This Amendment No. 6 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. 6 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 6 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 6 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6. 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 Re-Hab, Inc.**

Mark R. Hickman

CEO

Print Name

Title

DocuSigned by:

Mark R. Hickman

11/4/2021

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Date

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**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

11/5/2021

9713A4061D4343D...

Date