

1 THIRD AMENDMENT TO AGREEMENT FOR PROVISION OF
2 NARCOTIC REPLACEMENT THERAPY TREATMENT SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 WESTERN PACIFIC RE-HAB
7 JULY 1, 2017 THROUGH JUNE 30, 2020
8

9 THIS THIRD AMENDMENT TO AGREEMENT entered into this 1st day of May, 2019 (effective
10 date), is by and between the COUNTY OF ORANGE, a political subdivision of the State of California
11 (COUNTY), and WESTERN PACIFIC RE-HAB, a California nonprofit corporation (CONTRACTOR).
12 The original Agreement, First Amendment, Second Amendment and this Third Amendment are and
13 shall continue to be administered by the Director of the County's Health Care Agency or an authorized
14 designee ("ADMINISTRATOR").
15

16 **W I T N E S S E T H:**

17 WHEREAS, on March 28, 2017, the COUNTY Board of Supervisors authorized the Agreement
18 with CONTRACTOR for the provision of Narcotic Replacement Therapy Treatment Services for the
19 period of July 1, 2017 through June 30, 2020; and

20 WHEREAS, on April 26, 2018, the COUNTY Board of Supervisors authorized the First
21 Amendment to Agreement for the provision of Narcotic Replacement Therapy Treatment Services,
22 increasing the Period One maximum obligation by \$150,000 from \$358,140 to \$508,140; and

23 WHEREAS, on March 1, 2019, the ADMINSTRATOR authorized the Second Amendment to
24 Agreement for the provision of Narcotic Replacement Therapy Treatment Services, increasing the
25 Period Two maximum obligation by \$50,814 from \$358,140 to \$408,954 for a revised Total Maximum
26 Obligation of \$1,275,234; and

27 WHEREAS, on or about May 1, 2019, ADMINISTRATOR intends to authorize an increase of the
28 Agreement amount by \$75,000 for Period Two and by \$540,814 for Period Three, revising the
29 Maximum Obligations for Period Two to \$483,954 and for Period Three to \$898,954 for a revised Total
30 Maximum Obligation of \$1,891,048; and

31 WHEREAS, CONTRACTOR desires to accept the additional funding and agrees to provide
32 increased or additional services pursuant to terms and conditions of the original Agreement and scope of
33 work for the provision of Narcotic Replacement Therapy Treatment Services;
34

35 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
36 //
37 //

1. Page 3, lines 8 through 12 of the Agreement is amended to read as follows:

“Maximum Obligation:

Period One Maximum Obligation:	\$ 508,140
Period Two Maximum Obligation:	483,954
Period Three Maximum Obligation:	<u>898,954</u>
TOTAL MAXIMUM OBLIGATION:	\$1,891,048”

2. Subparagraph I.E. of Exhibit A to the Agreement is amended to read as follows:

“E. Dose means the administration of a specific amount of Methadone, or any other medication as approved by ADMINISTRATOR, prescribed by a physician for the Client’s care along with medical care and individual and/or group counseling.”

3. Subparagraph I.H. of Exhibit A to the Agreement is amended to read as follows:

“H. Gatekeeper means ADMINISTRATOR staff responsible for all initial referrals to CONTRACTOR for Methadone, or other medication as approved by ADMINISTRATOR, maintenance treatment or detoxification therapy.”

4. Subparagraph I.T. of Exhibit A to the Agreement is amended to read as follows:

“T. Program Protocol means the written program description, goals, objectives, and policies established by CONTRACTOR for Methadone, Suboxone or other medication as approved by ADMINISTRATOR, therapy program provided pursuant to the Agreement.”

5. Subparagraph I.V. of Exhibit A to the Agreement is amended to read as follows:

“V. Screening means the process by which the program obtains information about the individual seeking admission for Methadone, Suboxone or other medication as approved by ADMINISTRATOR, therapy services.”

6. Subparagraph II.A. of Exhibit A to the Agreement is amended to read as follows:

“A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the following all-inclusive rates of reimbursement: \$17.38 daily per Maintenance Client served at CONTRACTOR’s facility, \$12.00 per dose for Detoxification Clients at CONTRACTOR’s facility, \$22.50 daily per participant for Suboxone services provided 365 days a year for seven (7) days a week, and \$26.07 per dose for Maintenance Clients at the jail and other locations as approved by ADMINISTRATOR; however, the total of monthly payments to CONTRACTOR shall not exceed COUNTY’s Maximum Obligation set forth in the Referenced Contract Provisions of the Agreement and provided further, that CONTRACTOR’s costs are allowable pursuant to applicable COUNTY, federal and state regulations.

1 Non-compliance will require the completion of a CAP by CONTRACTOR. If CAPs are not completed
2 within timeframes approved by ADMINISTRATOR, payments may be reduced accordingly.”

3
4 7. Subparagraph V.A. of Exhibit A to the Agreement is amended to read as follows:

5 “A. CONTRACTOR shall operate a licensed accredited and certified alcohol and drug abuse
6 Narcotic Replacement Therapy program, in accordance with the standards established by COUNTY and
7 under Title 9, Division 4, Chapter 4 of the CCR by the State of California, DHCS, and shall administer
8 or dispense Methadone, Soboxone or other medication as approved by ADMINISTRATOR, as a
9 maintenance substitute narcotic drug or for detoxification for Clients who are dependent on heroin or
10 other morphine-like drugs at the following locations unless otherwise approved in advance and in
11 writing by ADMINISTRATOR:

12	218 Commonwealth Ave.	10751 Dale Street	275 Victoria Street, Suite 1H
13	Fullerton, CA	Stanton, CA	Costa Mesa, CA 92627”

14
15
16 8. Subparagraph V.G. of Exhibit A to the Agreement is amended to read as follows:

17 “G. CONTINUATION OF TREATMENT – CONTRACTOR shall provide justification for
18 treatment to Clients who have been on Methadone, Suboxone, or other medication as approved by
19 ADMINISTRATOR, maintenance for a period of two (2) years, and annually thereafter. Justification
20 shall be provided by the Medical Director and noted in Clients files. CONTRACTOR shall ensure that
21 no Maintenance Client is enrolled for more than one (1) year from admission date on COUNTY funding
22 and that no Detoxification Client is enrolled for more than one (1) detox episode per fiscal year, unless
23 approved by ADMINISTRATOR. COUNTY funding is designed to be a short-term stabilizer with the
24 Client progressing to longer-term self- sustainment. Only those Clients with special circumstances will
25 be allowed to remain on Maintenance funding for up to two (2) years of their admission unless
26 otherwise approved by ADMINISTRATOR.”

27
28 9. Subparagraph V.M. of Exhibit A to the Agreement is amended to read as follows:

29 “M. ALCOHOL AND/OR DRUG SCREENING – CONTRACTOR shall have a written policy and
30 procedure regarding alcohol and/or drug testing at a minimum of one (1) time per month for all
31 Maintenance Clients. Clients requiring Detoxification shall be screened for alcohol/illicit drug use at the
32 time of admission, prior to completion, and any other time deemed necessary by the attending physician.
33 Urine specimen collection shall be observed by same sex staff. This policy shall be approved by
34 ADMINISTRATOR. Results of these screenings shall be documented in the Client's file. If any
35 Maintenance Client's drug screen results indicate a negative pattern of testing positive for non-opioid
36 illegal substances, or narcotic replacement diversion, CONTRACTOR shall list on the Monthly Report,
37 the corrective action taken to refocus the Client. The CONTRACTOR shall document this in the Client's

1 file. Detoxification Clients that produce positive drug screens for illicit substances during detoxification
2 shall be given relapse prevention strategies during counseling sessions or moved to a higher level of
3 service such as maintenance dosing, extended detox, with ADMINISTRATOR approval, linkages to
4 residential treatment, or ongoing outpatient treatment services for substance use disorders. All
5 counseling session discussions and referrals/linkages shall be documented in the Client's file."

6
7 10. Subparagraph V.N. of Exhibit A to the Agreement is amended to read as follows:

8 "1. CONTRACTOR shall provide Methadone dosing, or other approved narcotic replacement
9 medication, to pregnant women currently on Methadone, or other approved narcotic replacement
10 medication, and shall be responsible for coordinating care that includes a process for Methadone dosing,
11 or other approved narcotic replacement medication, at the following COUNTY correctional facilities:

- 12 a. COUNTY's Intake and Release Center; and
13 b. Santa Ana City Jail.

14 2. Additional sites may be added by mutual agreement of ADMINISTRATOR and
15 CONTRACTOR.

16 3. Services are to be provided seven (7) calendar days per week, including COUNTY
17 observed holidays.

18 4. CONTRACTOR will have staff approved to dispense Methadone, or other approved
19 narcotic replacement medication, carry identification this includes at a minimum, the following:

- 20 a. persons name,
21 b. picture,
22 c. title,
23 d. organizational name, and
24 e. organizational address.

25 5. CONTRACTOR must submit a list of staff administering Methadone, or other approved
26 narcotic replacement medication, to COUNTY Sheriff's Department monthly or as any changes occur.

27 6. CONTRACTOR will make every effort possible to ensure that services are provided in a
28 timely manner to the Clients.

29 7. CONTRACTOR will advise Methadone, or other approved narcotic replacement
30 medication, treatment programs within a fifty (50)-mile radius of their role in the COUNTY correctional
31 facilities, and maintain collaboration with these clinics to coordinate care of mutual Clients.

32 8. CONTRACTOR will develop, and submit to ADMINISTRATOR for approval, a policy
33 and procedure for jail dosing by implementation of the Agreement.

34 9. CONTRACTOR is responsible for all costs incurred for properly disposing all Methadone,
35 or other approved narcotic replacement medication, that could not be administered to Clients in
36 custody."

37 //

1 In all other respects, the terms of the Agreement not specifically changed by this Third Amendment
2 shall remain in full force and effect.

3 //

4 //

5 //

6 //

7 //

8 //

9 //

10 //

11 //

12 //

13 //

14 //

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

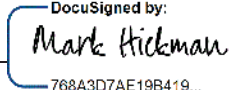
35 //

36 //

37 //

1 IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Agreement, in
2 the County of Orange, State of California.

3
4 WESTERN PACIFIC RE-HAB

5
6 BY:  DocuSigned by:
7 Mark Hickman
8 768A3D7AE19B419...

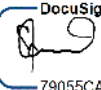
DATED: 3/21/2019

9 TITLE: CEO

10
11
12
13
14 COUNTY OF ORANGE

15
16
17 BY: _____ DATED: _____
18 HEALTH CARE AGENCY

19
20 APPROVED AS TO FORM
21 OFFICE OF THE COUNTY COUNSEL
22 ORANGE COUNTY, CALIFORNIA

23
24 BY:  DocuSigned by:
25 _____
26 79055CA571A94F8...
27 DEPUTY

DATED: 3/21/2019

28
29
30
31
32
33
34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.