



**AMENDMENT NO. 10
TO
CONTRACT NO. MA-042-21010263
FOR**

Drug Medi-Cal Narcotic Replacement Therapy Treatment Services

This Amendment ("Amendment No. 10") to Contract No. MA-042-21010263 for Drug Medi-Cal 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-042-21010263 for Drug Medi-Cal Narcotic Replacement Therapy Treatment Services, effective November 6, 2020 through June 30, 2023, in an amount not to exceed \$1,333,333, renewable for two additional one-year periods ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract to incorporate the Fiscal Year 2020-21 State Mandated Narcotic Treatment Program (NTP) Drug Medi-Cal (DMC) Organized Delivery System (ODS) Rates for the DMC Narcotic Replacement Therapy Treatment Services (Costa Mesa location), as indicated in the Behavioral Health Information Notice No: 20-054 from the Department of Health Care Services effective July 1, 2020 for fiscal year 2020-21; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Term provision in the Contract to state November 6, 2020 to June 30, 2023, to correct a clerical error; and

WHEREAS, the Parties executed Amendment No. 3 to amend the Contract to update the State Mandated NTP DMC ODS rates for reimbursement, as indicated in the Behavioral Health Information Notice No: 21-049 from the Department of Health Care Services Fiscal Year 2021-22 effective July 1, 2021; and

WHEREAS, the Parties executed Amendment No. 4 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; and

WHEREAS, the Parties executed Amendment No. 5 to increase the Period Two Amount Not To Exceed by \$200,000, from \$500,000 to \$700,000, for a revised cumulative total amount not to exceed \$1,533,333; and

WHEREAS, the Parties executed Amendment No. 6 to amend the Contract to update the State Mandated NTP DMC ODS rates for reimbursement, as indicated in the Behavioral Health Information Notice No: 22-037 from the Department of Health Care Services Fiscal Year 2020-21 effective July 1, 2022 through June 30, 2023; and

WHEREAS, the Parties executed Amendment No. 7 to amend Paragraph XIV. and Exhibit A of the Contract, to increase the Period Three Amount Not to Exceed by \$400,000 from \$500,000

to \$900,000, and to renew the Contract for two years, from July 1, 2023 through June 30, 2025, for an annual amount not to exceed \$900,000; for a revised cumulative total amount not to exceed \$3,733,333; and

WHEREAS, the Parties executed Amendment No. 8 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. 9 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. 10 to amend Exhibit A of the Contract, to adjust negotiated reimbursement rates for competitiveness with surrounding counties due to CalAIM, and to increase the Period Four Amount Not To Exceed and Period Five Amount Not To Exceed each by \$400,000 from \$900,000 to \$1,300,000; and

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

1. The Contract's Period Four Amount Not To Exceed and Period Five Amount Not To Exceed are each increased by \$400,000 from \$900,000 to \$1,300,000, for a revised cumulative Total Amount Not To Exceed \$4,533,333.
2. Referenced Contract Provisions, Amount Not To Exceed provision, of the Contract is deleted in its entirety and replaced with the following:
 "Amount Not To Exceed:

Period One Amount Not To Exceed:	\$ 333,333
Period Two Amount Not To Exceed:	\$ 700,000
Period Three Amount Not To Exceed:	\$ 900,000
Period Four Amount Not To Exceed:	\$1,300,000
Period Five Amount Not To Exceed:	<u>\$1,300,000</u>
TOTAL AMOUNT NOT TO EXCEED:	<u>\$4,533,333</u> "
3. Exhibit A., Paragraph I. Common Terms and Definitions, subparagraph A.18., of the Contract is hereby deleted in its entirety and replaced with the following:
 "18. Group Counseling means group-based services, with a minimum of two (2) and a maximum of twelve (12) Clients, with at least one DMC beneficiary per group, 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. (including reimbursement table), 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 negotiated DMC NRT ODS rates of reimbursement per Period, as listed below:

Dosing Services	Unit / Designation	Period Four	Period Five
Methadone (non perinatal)	Daily	\$36.00	\$18.00
Methadone (perinatal)	Daily	\$40.00	\$20.00
Buprenorphine- Mono (non perinatal)	Daily	\$64.00	\$32.00
Buprenorphine-Mono (perinatal)	Daily	\$86.00	\$43.00
Buprenorphine-Naloxone: Tablets (non perinatal)	Daily	\$64.00	\$32.00
Buprenorphine-Naloxone: Tablets (perinatal)	Daily	\$88.00	\$44.00
Buprenorphine-Naloxone: Film (non perinatal)	Daily	\$58.00	\$29.00
Buprenorphine-Naloxone: Film (perinatal)	Daily	\$80.00	\$40.00
Disulfiram (non perinatal)	Daily	\$22.00	\$11.00
Disulfiram (perinatal)	Daily	\$22.00	\$11.00
Buprenorphine Injectable (non perinatal)	Monthly	\$4,072.00	\$2,036.00
Buprenorphine Injectable (perinatal)	Monthly	\$4,072.00	\$2,036.00
Naltrexone Injectable (non perinatal)	Monthly	\$4,448.00	\$2,224.00
Naltrexone Injectable (perinatal)	Monthly	\$4,448.00	\$2,224.00
Naloxone HCL - 2 pack, Generic (non perinatal and perinatal)	dispensed as needed	\$200.00	\$100.00
Naloxone HCL - 2 pack, Narcan (non perinatal and perinatal)	dispensed as needed	\$288.00	\$144.00

Other Services/Designation	Unit	Period Four	Period Five
NTP Individual Counseling, non LPHA (non perinatal)	15 min increments	\$81.00	\$47.00
NTP Individual Counseling, non LPHA (perinatal)	15 min increments	\$81.00	\$47.00
NTP Group Counseling, non LPHA (non perinatal)	15 min increments	\$36.00	\$18.00
NTP Group Counseling, non LPHA (perinatal)	15 min increments	\$36.00	\$18.00
NTP Individual Counseling, LPHA (non perinatal)	15 min increments	\$95.00	\$50.00
NTP Individual Counseling, LPHA (perinatal)	15 min increments	\$95.00	\$50.00
NTP Group Counseling, LPHA (non perinatal)	15 min increments	\$36.00	\$18.00
NTP Group Counseling, LPHA (perinatal)	15 min increments	\$36.00	\$18.00"

Other Services/Designation	Unit	Period Four	Period Five
Naltrexone, Face to Face Visit, non perinatal	per visit	\$19.00	\$19.00
Clinician Consultation, LCSW (Licensed, Waivered or Registered)	30 mins or more	\$229.00	\$229.00
Clinician Consultation, MFT/LPCC (Licensed, Waivered or Registered)	30 mins or more	\$229.00	\$229.00
Clinician Consultation, Nurse Practitioner	30 mins or more	\$324.00	\$324.00
Clinician Consultation, Physician Assistant	30 mins or more	\$304.00	\$304.00
Clinician Consultation, Psychologist (Licensed or Waivered)	30 mins or more	\$232.00	\$232.00
Clinician Consultation, Registered Nurse	30 mins or more	\$282.00	\$282.00
Clinician Consultation, Registered Pharmacist	30 mins or more	\$318.00	\$318.00
Physician Consultation	30 mins or more	\$554.00	\$554.00

5. Exhibit A., Paragraph V. Services, subparagraph J.7.b., of the Contract is hereby deleted in its entirety and replaced with the following:
 - “b. CONTRACTOR must provide administration of buprenorphine, buprenorphine injectable (Sublocade), buprenorphine-naloxone, naltrexone, naltrexone injectable (Vivitrol) acamprosate, disulfiram, and naloxone as clinically appropriate for this population and approved by the FDA. Other approved medications in the treatment of SUDs may also be prescribed and administered, as medically necessary and clinically appropriate.”

6. Exhibit A., Paragraph V. Services, subparagraph J., of the Contract is hereby amended to add subparagraph J.16. as follows:
 - “16. Physician/Clinician Consultation Services – Clinician Consultation consists of DMC-ODS LPHAs consulting with LPHAs, such as addiction medicine physicians, addiction psychiatrists, licensed clinicians, or clinical pharmacists, to support the provision of care. CONTRACTOR will have access to Clinician Consultation Services defined as DMC clinicians consulting with addiction medicine physicians, addiction psychiatrists, clinicians or clinical pharmacists. Clinician consultation services are designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS beneficiaries. This service is distinct from internal care coordination or supervision.”

7. Exhibit A., Paragraph VI. Staffing, subparagraph Q.3.c., of the Contract is hereby deleted in its entirety and replaced with the following:

“c. All providers, including Medical Director, and administrators must receive training on DMC-ODS requirements at least annually. These requirements will be contained in the COUNTY-developed Annual Provider Training.”

This Amendment No. 10 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. 10 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 10 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 10 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 10. 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: <i>Mark Hickman</i>	Title
768A3D7AE19B419... Signature	1/4/2024
_____	_____
	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: <i>Brittany McLean</i>	Title
9713A4061D4343D... Signature	1/4/2024
_____	_____
	Date