



**AMENDMENT NO. 11  
TO  
CONTRACT NO. MA-042-19010241  
FOR**

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

This Amendment ("Amendment No. 11") to Contract No. MA-042-19010241 for Drug Medi-Cal Narcotic Replacement Therapy Treatment Services is made and entered into on May 01, 2023 ("Effective Date") between California Treatment Services, LLC dba Recovery Solutions of Santa Ana ("Contractor"), with a place of business at 6185 Paseo Del Norte, Suite 150, Carlsbad, CA 92011, 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-042-19010241 for Drug Medi-Cal Narcotic Replacement Therapy Treatment Services, effective July 1, 2018 through June 30, 2020, in an amount not to exceed \$5,227,476, renewable for three additional one-year periods ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective April 1, 2019, to increase the Period One maximum obligation by \$261,373 from \$2,613,738 to \$2,875,111, for a new amount not to exceed \$5,488,849; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract, effective October 4, 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. 3 to amend the Contract to increase the Period Two maximum obligation by \$586,262 from \$2,613,738 to \$3,200,000 and to renew the Contract, effective July 1, 2020 through June 30, 2020, in an amount not to exceed \$3,300,000, for a new amount not to exceed \$9,375,111; and

WHEREAS, the Parties executed Amendment No. 4 to amend the Contract to correct the Period Three term date in Amendment No. 3 to July 1, 2020 through June 30, 2021 and to amend the State Mandated NTP DMC ODS rates of reimbursement; and

WHEREAS, the Parties executed Amendment No. 5 to amend the Contract to update 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 executed Amendment No. 6 to amend Paragraph VI. of the Contract and to renew the Contract for one year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$3,300,000, for a new amount not to exceed \$12,675,111; and

WHEREAS, the Parties executed Amendment No. 7 to amend the Contract to increase the Period Three Amount Not to Exceed by \$250,000 from \$3,300,000 to \$3,550,000, for a new amount not to exceed \$12,925,111; and

WHEREAS, the Parties executed Amendment No. 8 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; and

WHEREAS, the Parties executed Amendment No. 9 to amend Paragraph VI. and Exhibit A of the Contract and to renew the Contract for one-year, effective July 1, 2022 through June 30, 2023, in an amount not to exceed \$3,500,000, for a new amount not to exceed \$16,425,111; and

WHEREAS, the Parties executed Amendment No. 10 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 2022-23; and

WHEREAS, the Parties now desire to enter into this Amendment No. 11 to amend the Contract to increase the Period Five Amount Not To Exceed by \$300,000, from \$3,500,000 to \$3,800,000; and

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

1. The Contract's Period Five Amount Not To Exceed is increased by \$300,000 from \$3,500,000 to \$3,800,000, for a revised cumulative total amount not to exceed \$16,725,111.
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:	\$ 2,875,111
Period Two Amount Not To Exceed:	3,200,000
Period Three Amount Not To Exceed:	3,550,000
Period Four Amount Not To Exceed:	3,300,000
Period Five Amount Not To Exceed:	<u>3,800,000</u>
TOTAL AMOUNT NOT TO EXCEED:	<u>\$16,725,111"</u>

This Amendment No. 11 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. 11 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 11 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 11 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 11. 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: California Treatment Services, LLC dba Recovery Solutions of Santa Ana**

Brian Lohrding	Group CFO
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Brian Lohrding</i>	2/23/2023
<small>AB11D795242D4D8...</small> Signature	_____ 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>	2/23/2023
<small>9713A4061D4343D...</small> Signature	_____ Date