



**AMENDMENT NO. 8
TO
CONTRACT NO. MA-042-19010230
FOR**

Drug Medi-Cal Narcotic Replacement Therapy Treatment Services

This Amendment (“Amendment No. 8”) to Contract No. MA-042-19010230 for Drug Medi-Cal Narcotic Replacement Therapy Treatment Services is made and entered into on July 1, 2022 (“Effective Date”) between Western Pacific Med-Corp (“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 per the Behavioral Health Information Notice No: 20-054; and

WHEREAS, the Parties executed Amendment No. 5 to renew the Contract, effective July 1, 2021, through June 30, 2022, in an amount not to exceed \$5,215,030, for a new amount not to exceed \$20,860,120; 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 executed Amendment No. 7 to expand the scope of work in Exhibit A of the Contract to serve adolescents 12 through 17 years of age; and

WHEREAS, the Parties now desire to enter into this Amendment No. 8 to amend Paragraph VI. and Exhibit A of the Contract and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

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

1. The Contract is renewed for a term of one (1) year, effective July 1, 2022, through June 30, 2023, in an amount not to exceed \$5,500,000 for this renewal term, for a revised cumulative total amount not to exceed \$26,360,120, on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and Amount Not To Exceed provision, of the Contract are deleted in their entirety and replaced with the following:

“Term: July 1, 2018, through June 30, 2023

Period One means the period from July 1, 2018, through June 30, 2019
 Period Two means the period from July 1, 2019, through June 30, 2020
 Period Three means the period from July 1, 2020, through June 30, 2021
 Period Four means the period from July 1, 2021, through June 30, 2022
 Period Five means the period from July 1, 2022, through June 30, 2023

Amount Not To Exceed

Period One Amount Not To Exceed:	\$ 5,215,030
Period Two Amount Not To Exceed:	5,215,030
Period Three Amount Not To Exceed:	5,215,030
Period Four Amount Not To Exceed:	5,215,030
Period Five Amount Not To Exceed:	<u>5,500,000</u>

TOTAL AMOUNT NOT TO EXCEED: \$26,360,120”

3. Paragraph VI. Cost Report, subparagraph A (but not including subparagraphs A.1, A.2 and A.3), of the Contract is deleted in its entirety and replaced with the following:
 “A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two, Period Three, Period Four and Period Five, or for a portion thereof, to COUNTY no later than forty-five (45) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs, and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.”
4. Exhibit A, Paragraph I. Common Terms and Definitions, subparagraphs A.4, A.9 and A.23 of the Contract are deleted in their 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.”

“9. Dose means the administration of a specific amount of methadone and/or other MAT prescribed by a physician for the Client’s care along with medical care and individual and/or group counseling.”

“23. Medication Services means the physician prescribed medications related to a Client’s SUD treatment services covered under the DMC-ODS formulary including methadone, buprenorphine, naloxone, suboxone, naltrexone, Sublocade and disulfiram. CONTRACTOR staff will regularly communicate with physicians unless the Client refuses to consent to sign a 42 CFR Part 2 compliant Authorization to Disclose form.”

5. Exhibit A, Paragraph I. Common Terms and Definitions, subparagraphs A.27 through A.31 are added to the Contract as follows:

“27. Linkage means connecting Clients to ancillary services such as outpatient treatment and supportive services which may include self-help groups, social services, rehabilitation services, vocational services, job training services or other appropriate services.

28. Narcotic Replacement Maintenance Therapy means the medically supervised use of an opiate agonist medication to provide a means whereby the Client may be rehabilitated from opiate substance use disorders.

29. Narcotic Replacement Detoxification means narcotic therapy used in decreasing medically determined dosage levels for a period of not more than twenty-one (21) calendar days, to reduce or eliminate opiate addiction.

30. Screening means the process by which the program obtains information about the individual seeking admission for methadone therapy services.

31. Unit of Service means a calendar month of treatment services at a Narcotic Treatment Program provided pursuant to Title 22 and Title 9. Dosing and counseling services may be provided on the same day to a single Client.”

6. Exhibit A, Paragraph II. Payments, subparagraph A of the Contract is deleted in its entirety and replaced with the following:

“A. BASIS FOR REIMBURSEMENT – As compensation to CONTRACTOR for services provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly in arrears at the State Mandated NTP DMC ODS rates of reimbursement, as listed below, or as amended by State mandate:

<u>Service</u>	<u>Unit of Service</u>	<u>Fee Determination</u>	<u>Regular DMC Rate per unit</u>	<u>Perinatal DMC Rate per unit</u>
Physician Consultation	15-minute increments	County Determined	\$89.30	\$89.30
NTP – Buprenorphine-Mono	Daily	State Mandated	\$30.02	\$35.20
NTP – Buprenorphine-Naloxone Combination	Daily	State Mandated	\$30.81	\$35.98
NTP - Disulfiram	Daily	State Mandated	\$10.88	\$11.05
NTP – Naloxone: 2-pack	Dispensed according to need	State Mandated	\$144.66	\$144.66
NTP - Methadone	Daily	State Mandated	\$14.65	\$15.78
NTP – Individual Counseling	10-minute increments	State Mandated	\$17.18	\$24.60
NTP – Individual Group	10-minute increments	State Mandated	\$4.06	\$8.22
NTP – Naltrexone Injectable	Monthly	State Mandated	\$2027.96	Not available
NTP – Buprenorphine Injectable	Monthly	State Mandated	\$1706.16	Not available

MAT will be reimbursed for onsite administration and dispensing at NTP programs; additionally, physicians and licensed prescribers in DMC programs will be reimbursed for the ordering, prescribing, administering, and monitoring of MAT as per DMC-ODS Waiver STC's. However, the total of monthly payments to CONTRACTOR shall not exceed COUNTY's Amount Not To Exceed 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. Non-compliance will require the completion of a CAP by CONTRACTOR. If CAPs are not completed within timeframes approved by ADMINISTRATOR, payments may be reduced accordingly."

7. Exhibit A, Paragraph III. Records, subparagraph A of the Contract is deleted in its entirety and replaced with the following:

"A. CLIENT RECORDS – CONTRACTOR shall maintain adequate records in accordance with the ADMINISTRATOR's DMC-ODS Waiver STC's, Title 22, and Title 9 on each individual Client in sufficient detail to permit an evaluation of services, which shall include, but need not be limited to unless otherwise approved by ADMINISTRATOR:

1. SUD Diagnosis;
 2. ASAM based screening tool (psycho/social);
 3. Medical Questionnaire and Physical;
 4. Tuberculosis clearance and other lab results as required by Title 9 and HCA Contract;
 5. Emergency notification information and authorization to disclose to Client's emergency contact;
 6. Treatment Plan;
 7. Discharge Plan if applicable and Discharge Summary; and
 8. Quality Review Check Sheet."
8. Exhibit A, Paragraph III. Records, subparagraph C of the Contract is deleted in its entirety and replaced with the following:
- "C. CONTRACTOR shall retain all Client medical records for ten (10) years following discharge of the Client, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for ten (10) years after the last date of service, whichever is longer.
- D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Records Paragraph of this Exhibit A to the Agreement."
9. Exhibit A, Paragraph IV. Reports, subparagraph A.2 of the Contract is deleted in its entirety and replaced with the following:
- "2. CONTRACTOR shall be responsible to report any problems in implementing the provisions of the Agreement, pertinent facts or interim findings, staff changes, status of license(s) and/or certification(s), changes in population served, and reasons for any changes. Additionally, a statement that CONTRACTOR is or is not progressing satisfactorily in achieving all the terms of the Agreement shall be included."
10. Exhibit A, Paragraph IV. Reports, subparagraph B of the Contract is deleted in its entirety and replaced with the following:
- "B. MONTHLY IRIS – CONTRACTOR shall participate in COUNTY's IRIS and input all IRIS and CalOMS data by established submission deadlines. CONTRACTOR shall input all services for the preceding month no later than the tenth (10th) calendar day of the following month. Services entered into IRIS must match the monthly billing documents prior to funds being released. CONTRACTOR is responsible for entering an error-free CalOMS admission record within twenty-one (21) calendar days of the start of services, entering an error-free CalOMS annual record up to sixty (60) calendar days prior to each admission anniversary, and an error-free CalOMS discharge record within twenty-one (21) calendar days after the last dosing service. CONTRACTOR shall utilize the CalOMS Error

Detail Report (CEDR) to ensure that any CalOMS entry errors are corrected within two (2) business days of entry. CONTRACTOR shall ensure that a minimum of 96% of their CalOMS are completed on time every month. Any individual provider of services must have an NPI number and be listed in IRIS as the provider of the service conducted prior to performing any clinical services.”

11. Exhibit A, Paragraph V. Services, subparagraphs A and B (but not including subparagraphs B.1 and B. 2) of the Contract are deleted in their entirety and replaced with the following;

“A. CONTRACTOR shall order, prescribe, administer and monitor methadone as a substitute narcotic analgesic drug. Under the DMC-ODS demonstration project, NTP’s will also prescribe, monitor and administer buprenorphine, naloxone, suboxone, naltrexone, Sublocade, and disulfiram as needed. CONTRACTOR shall operate a licensed accredited and certified alcohol and drug abuse NRT program, in accordance with the standards established by COUNTY and under Title 9, Division 4, Chapter 4 of the CCR by the State of California, DHCS at the following location(s) or any other location as approved by ADMINISTRATOR.

218 E. Commonwealth Ave. 10751 Dale Ave. 26921 Crown Valley, Suite 200
Fullerton, CA 92832 Stanton, CA 90680-2604 Mission Viejo, CA 92691

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, aged 12 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.”

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

“C. CONTENT OF CLIENT RECORDS – Each program shall document the following information in the individual Client record:

1. Date of Birth.
2. Physical examination data, including laboratory results for required tests and analyses.
3. Evidence of current use of heroin, other opiates, and/or alcohol.
4. Date of admission, plan of treatment, and medication orders signed by the physician.
5. Program’s response to a test or analysis for illicit drug use which discloses the absence of prescribed medications and their primary metabolites, the presence of any illicit drugs, or abuse of other substances, including alcohol.
6. Incidence of arrest and conviction or any other signs of retrogression.
7. Any other client information which the program finds useful in treating the Client or as ADMINISTRATOR deems necessary.”

13. Exhibit A, Paragraph V. Services, subparagraph F.2 of the Contract is deleted in its entirety and replaced with the following:

“2. CONTRACTOR’s registered, certified, and/or licensed Counselor/LPHA shall evaluate and update the Client’s treatment plan whenever necessary, or at a minimum once every ninety (90) calendar days. The updated treatment plan shall include:

a. A summary of the Client’s progress or lack of progress toward each goal identified in the initial treatment plan;

b. New goals and behavioral tasks for any newly identified needs, and related changes in the type and frequency of counseling services.”

14. Exhibit A, Paragraph V. Services, subparagraph I.3 of the Contract is deleted in its entirety and replaced with the following:

“3. CONTRACTOR shall adhere to DHCS Youth Treatment Guidelines and as they may be amended or superseded at a later time during the course of this Agreement when treating adolescents 12 through 17 years old.”

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

“S. CONTRACTOR shall have written policies and procedures for obtaining physical health, mental health and emergency services. CONTRACTOR shall have readily available the name, address, and telephone number for the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

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

16. Exhibit A, Paragraph VI. Staffing, subparagraph B of the Contract is deleted in its entirety and replaced with the following:

“B. CONTRACTOR shall include bilingual/bicultural services to meet the needs of the population to be served under the Agreement. Whenever possible, bilingual/bicultural staff should be retained. When CONTRACTOR is unable to meet Clients’ language needs through bilingual staff, CONTRACTOR shall use available communication services to ensure accessibility for all Clients.”

17. Exhibit A, Paragraph VI. Staffing, subparagraph N of the Contract is deleted in its entirety and replaced with the following:

“N. Professional staff shall undergo the COUNTY credentialing process by the AQIS Managed Care Support Team (MCST) prior to rendering any Medi-Cal covered services.

1. CONTRACTOR shall comply with the requirements of the State’s established, uniform credentialing and re-credentialing policy that addresses behavioral and substance use disorders, outlined in DHCS Information Notice 18-019.

2. CONTRACTOR shall follow COUNTY's process for credentialing and re-credentialing of network providers and shall ensure that all registered, licensed, or certified staff who deliver Medi-Cal covered services are properly credentialled by COUNTY before delivering any Medi-Cal covered services.

O. Within the first six (6) months of employment, all program staff having direct contact with Clients shall be trained in infectious disease recognition, crisis intervention referrals, and to recognize physical and psychiatric symptoms that require appropriate referrals to other agencies.

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

This Amendment No. 8 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. 8 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 8 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 8 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 8. 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.

Contractor: Western Pacific Med-Corp

Mark Hickman

CEO

Print Name

Title

DocuSigned by:

Mark Hickman

3/23/2022

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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

DocuSigned by:

Brittany McLean

3/23/2022

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Signature

Date