

CONTRACT AMENDMENT

Contract No.: HHS000268A

Begins: July 1, 2021

Administering Agency: Adult System of Care

Ends: June 30, 2022

Description: First amendment to this contract between **C.O.R.E. Medical Clinic, Inc.**, a corporation, hereinafter referred to as "CONTRACTOR" and the County of Placer, hereinafter referred to as "COUNTY," to increase compensation to CONTRACTOR to meet demand of continued care for clients through the end of the fiscal year. All these changes are reflected in Exhibit **B-1**.

WHEREAS, COUNTY through the State of California Drug Medi-Cal (DMC) contract, and other grants administered by the Department of Health Care Services (DHCS), is required to provide its clients with a continuum of drug and alcohol prevention and treatment services, and

WHEREAS, CONTRACTOR is an experienced narcotic treatment provider, and has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, COUNTY has determined that the need for these services has increased since this Agreement was originally developed and it is necessary to modify the current agreement to increase compensation to meet the demand for these services, and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree **effective July 1, 2021, the following amendment is made to the original contract, additions are shown in bold italics, deletions are shown in strike-through:**

3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit **BB-1**, titled Payment Provisions, attached hereto. The payment specified in Exhibit **BB-1** shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed ~~FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000)~~ **SEVENTY THOUSAND AND 00/100 DOLLARS (\$70,000)**. This payment amount shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

5. **INVOICES:**

5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 calendar days of the close of each calendar month with the exception of June billing. For all contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit **BB-1**, titled Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 calendar days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30-day timeline.

5.2. Invoices for payment shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR's letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, and a detailed list of expenses with dollar amounts. Backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should

not be submitted as backup documentation unless it is legally permissible and there is a business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted. Invoices for payment shall be submitted to the following address or via email to the address below:

Placer County HHS Fiscal
Attn: MSO
3091 County Center Drive, Suite 290
Auburn, CA 95603
Email: HHSPayables@placer.ca.gov

- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
6. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit **BB-1**, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.
31. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

C.O.R.E. MEDICAL CLINIC, INC.
("CONTRACTOR")*

COUNTY OF PLACER ("COUNTY")

Signature

Print Name

Chair of the Board, President, or
 Vice President

Date: _____

Robert L. Oldham, Director,
Department of Health & Human Services

Date: _____

Signature

Print Name

Secretary, Asst. Secretary,
 Chief Financial Officer, or Asst. Treasurer

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

With the exception of Exhibit B-1 exhibits are not attached. Please reference original agreement HHS000268 to view the exhibits that have not changed.

Exhibit **BB-1** – Payment Provisions

*Agreement must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

PAYMENT PROVISIONS

This payment provision is subject to modification with approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement and limited to moving identified funding amounts between lines.

Contractors will be compensated a flat fee of \$15 for each specimen collection and testing request (as specified by the County HHS case manager.)

In the event that a client does not have COUNTY Medi-Cal, CONTRACTOR shall assist with changing over eligibility to COUNTY if it is determined that the client resides in Placer County. Only services of COUNTY Medi-Cal eligible residents shall be billed through this agreement with the exception of courtesy dosage. Additionally, CONTRACTOR shall provide, and COUNTY shall accept and reimburse CONTRACTOR for the provision of Methadone Maintenance Treatment Services to COUNTY Medi-Cal eligible residents at CONTRACTOR'S licensed treatment locations throughout California, not including courtesy dosage that COUNTY eligible residents may receive out of county. Services provided by CONTRACTOR shall be the same regardless of client's ability to pay or source of payment.

PRELIMINARY ALLOCATION FY 2021-2022			
Program	Service Modality		Contract Budget Amount
Medi-Cal	Narcotic Treatment Program (NTP)	FY 2021-2022	\$50,000 \$70,000
Medi-Cal Rates for Services*			
	NTP Methadone Daily		\$14.20
	NTP Individual Counseling 10-minute increments		\$16.65
	NTP Group Counseling 10-minute increments		\$3.80
	NTP Buprenorphine – Mono Daily		\$29.27
	NTP Buprenorphine-Naloxone Combination Product Daily		\$31.03
	NTP Disulfiram Daily		\$10.22
	NTP Naloxone: 2-pack Nasal Spray Dispensed according to need		\$144.66
*Rates in effect at the time this Agreement was developed, subject to periodic revision by Medi-Cal.			
<i>Contract does not include payment for Non-Medi-Cal services; therefore, no Non-Medi-Cal rates are included.</i>			