



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-21011421  
FOR PROVISION OF  
ADULT CRISIS RESIDENTIAL SERVICES NORTH REGION**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-21011421 for Adult Crisis Residential Services North Region is made and entered into on February 6, 2024 (“Effective Date”) between Telecare Corporation (“Contractor”), with a place of business at 1080 Marina Village Parkway, Suite 100, Alameda, CA 94501, 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. 5<sup>th</sup> Street, 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-042-21011421 for Adult Crisis Residential Services North Region, effective July 1, 2021 through June 30, 2024, in an amount not to exceed \$3,916,635 (“Contract”); and

**WHEREAS**, the Parties executed Amendment No. 1 to amend Paragraph XV. and Exhibit A of the Contract; and to exercise a ten percent (10%) contingency to cover salary increases by increasing Period Two Not To Exceed Amount by \$85,522 to \$1,391,067, and Period Three Not To Exceed Amount by \$45,032, to \$1,350,577, for a revised cumulative contract total amount not to exceed \$4,047,189; and

**WHEREAS**, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract; and

**WHEREAS**, the Parties now desire to enter into this Amendment No. 3 to increase the Period Three Not to Exceed Amount; to amend Referenced Contract Provisions, Paragraph VII., and Exhibit A of the Contract; and to renew the Contract for two (2) years for County to continue receiving and Contractor to continue providing services set forth in the Contract; and

**NOW THEREFORE**, Contractor and County, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, agree to amend the Contract as follows:

1. The Contract’s Period Three Not to Exceed Amount is increased by \$104,730, from \$1,350,577, to \$1,455,307.
2. The Contract is renewed for a term of two (2) years, effective July 1, 2024 through June 30, 2026, in an amount not to exceed \$1,633,413 for Period Four and \$1,680,676 for Period Five, for a revised cumulative contract total amount not to exceed \$7,466,008; on the amended terms and conditions.
3. All references to “Not to Exceed Amount” throughout the Contract, are hereby deleted in their entirety and replaced with “Amount Not To Exceed”.

4. Referenced Contract Provisions, Term and Amount Not to Exceed provisions, of the Contract are deleted in their entirety and replaced with the following:

“Term: July 1, 2021 through June 30, 2026

Period One means the period from July 1, 2021 through June 30, 2022

Period Two means the period from July 1, 2022 through June 30, 2023

Period Three means the period from July 1, 2023 through June 30, 2024

Period Four means the period from July 1, 2024 through June 30, 2025

Period Five means the period from July 1, 2025 through June 30, 2026

Amount Not to Exceed:

Period One Amount Not To Exceed: \$ 1,305,545

Period Two Amount Not To Exceed: \$ 1,391,067

Period Three Amount Not To Exceed: \$ 1,455,307

Period Four Amount Not To Exceed: \$ 1,633,413

Period Five Amount Not To Exceed: \$ 1,680,676

TOTAL AMOUNT NOT TO EXCEED: \$ 7,466,008”

5. Paragraph VII. Cost Report, subparagraph A. (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 each Period, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Contract. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. 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. In the event CONTRACTOR has multiple contracts for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.”

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

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	PERIOD FIVE	TOTAL
CLIENT DAY ADMINISTRATIVE COST						
Salaries			\$8,890	\$9,158	\$9,432	\$27,480
Benefits			\$2,039	\$1,965	\$2,003	\$6,007
Indirect Costs	<u>\$162,041</u>	<u>\$174,122</u>	<u>\$169,476</u>	<u>\$190,994</u>	<u>\$196,519</u>	<u>\$893,152</u>
SUBTOTAL ADMINISTRATIVE COST	\$162,041	\$174,122	\$180,405	\$202,117	\$207,954	\$926,639
CLIENT DAY PROGRAM COST						
Salaries	\$688,044	\$749,555	\$752,955	\$871,484	\$897,628	\$3,959,666
Benefits	\$151,370	\$161,630	\$172,693	\$185,053	\$190,625	\$861,371
Services & Supplies	<u>\$223,330</u>	<u>\$249,632</u>	<u>\$277,048</u>	<u>\$290,911</u>	<u>\$298,106</u>	<u>\$1,339,027</u>
SUBTOTAL PROGRAM COST	\$1,062,744	\$1,160,817	\$1,202,696	\$1,347,448	\$1,386,359	\$6,160,064
TOTAL CLIENT DAY COST	\$1,224,785	\$1,334,939	\$1,383,101	\$1,549,565	\$1,594,313	\$7,086,703
MEDICATION SUPPORT ADMINISTRATIVE COST						
Indirect Costs	<u>\$10,534</u>	<u>\$7,321</u>	<u>\$9,418</u>	<u>\$10,937</u>	<u>\$11,265</u>	<u>\$49,475</u>
SUBTOTAL ADMINISTRATIVE COST	\$10,534	\$7,321	\$9,418	\$10,937	\$11,265	\$49,475
MEDICATION SUPPORT PROGRAM COST						
Subcontractor	<u>\$70,226</u>	<u>\$48,807</u>	<u>\$62,788</u>	<u>\$72,911</u>	<u>\$75,098</u>	<u>\$329,830</u>
SUBTOTAL PROGRAM COST	\$70,226	\$48,807	\$62,788	\$72,911	\$75,098	\$329,830
TOTAL MEDICATION SUPPORT COST	\$80,760	\$56,128	\$72,206	\$83,848	\$86,363	\$379,305
TOTAL GROSS COST	\$1,305,545	\$1,391,067	\$1,455,307	\$1,633,413	\$1,680,676	\$7,466,008
REVENUE						
FFP Medi-Cal	\$394,048	\$419,861	\$439,251	\$493,008	\$507,274	\$2,253,442
MHSA Medi-Cal	\$394,048	\$419,861	\$439,251	\$493,008	\$507,274	\$2,253,442
MHSA	<u>\$517,449</u>	<u>\$551,345</u>	<u>\$576,805</u>	<u>\$647,397</u>	<u>\$666,128</u>	<u>\$2,959,124</u>
TOTAL REVENUE	\$1,305,545	\$1,391,067	\$1,455,307	\$1,633,413	\$1,680,676	\$7,466,008
TOTAL AMOUNT NOT TO EXCEED	\$1,305,545	\$1,391,067	\$1,455,307	\$1,633,413	\$1,680,676	\$7,466,008

7. Exhibit A, Paragraph III. Payments, subparagraph A. (not including subparagraphs A.1, A.2, and A.3), of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$108,795 per month for Period One, \$115,922 per month for Period Two, \$121,275 per month for Period Three, \$136,117 per month for Period Four, and \$140,056 per month for Period Five. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR

shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Contract; provided, however, the total of such payments does not exceed COUNTY's Total Not to Exceed Amount as specified in the Referenced Contract Provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to County, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid."

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

"L. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

	PERIOD <u>ONE</u>	PERIOD <u>TWO</u>	PERIOD <u>THREE</u>	PERIOD <u>FOUR</u>	PERIOD <u>FIVE</u>
ADMINISTRATION					
HR Generalist	0.00	0.00	0.05	0.04	0.04
IT Support Specialist	0.00	0.00	0.02	0.02	0.02
Centralized Staffing Team	<u>0.00</u>	<u>0.00</u>	<u>0.06</u>	<u>0.06</u>	<u>0.06</u>
Subtotal Administration	0.00	0.00	0.13	0.12	0.12
PROGRAM ADMINISTRATION					
Program Administrator	0.50	0.50	0.50	0.50	0.50
Regional Director of Operations	0.05	0.09	0.09	0.09	0.09
HR Generalist	0.05	0.04	0.00	0.00	0.00
IT Support Specialist	<u>0.02</u>	<u>0.02</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Subtotal Program Administration	0.62	0.65	0.59	0.59	0.59
PROGRAM					
Clinical Director	0.50	0.50	0.50	0.50	0.50
Clinician	1.40	1.40	1.40	1.40	1.40
LVN/LPT	2.00	2.00	2.00	2.80	2.00
Office Coordinator II	0.50	0.50	0.50	0.50	0.50
Peer Support Specialist	0.70	0.70	0.00	0.00	0.00
Residential Counselor	7.00	7.00	7.00	7.00	7.00
Peer Recovery Coach	<u>0.00</u>	<u>0.00</u>	<u>0.70</u>	<u>0.70</u>	<u>0.70</u>
Subtotal Program	12.10	12.10	12.10	12.90	12.10
SUBCONTRACTOR					
Psychiatrist (subcontractor)	<u>0.18</u>	<u>0.18</u>	<u>0.18</u>	<u>0.18</u>	<u>0.18</u>
Subtotal Subcontractor	0.18	0.18	0.18	0.18	0.18
TOTAL FTEs	12.90	12.93	13.00	13.79	12.99"

9. Exhibit A, Paragraph VI. Staffing, subparagraph M.2., of the Contract is deleted in its entirety and replaced with the following:
- “2. CONTRACTOR shall provide two hundred sixteen (216) DSHs per Period for Period One, Period Two and Period Three; and two hundred forty (240) DSHs per Period for Period Four and Period Five, of direct physician time which will include medication support services which are inclusive of both billable and non-billable services.”

This Amendment No. 3 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. 3, and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 3, remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. 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: Telecare Corporation**

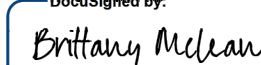
Dawan Utecht	SVP/Chief Development Officer
_____ Print Name	_____ Title
	1/8/2024
_____ Signature	_____ Date

**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
	1/9/2024
_____ Signature	_____ Date