



**AMENDMENT NO. 4
TO
CONTRACT NO. MA-042-21010167
FOR
Housing Full Service Partnership Services**

This Amendment (“Amendment No. 4”) to Contract No. MA-042-21010167 for Housing Full Service Partnership Services is made and entered into on July 1, 2021 (“Effective Date”) between Telecare Corporation (“Contractor”), with a place of business at 1080 Marina Village Parkway, Ste. 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. 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-042-21010167 for Housing Full Service Partnership Services, effective September 15, 2020 through June 30, 2023, in an amount not to exceed \$7,590,032 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1, effective September 15, 2020, to amend Exhibit A. Section II. Budget to reallocate budget line items; and

WHEREAS, the Parties executed Amendment No. 2 to add FEMA and CARES Act provisions to allow invoicing for COVID-19 related expenditures and to amend Exhibit A. Section II. Budget to add CARES Act funds; and

WHEREAS, the Parties executed Amendment No. 3 to amend Exhibit A. Section II. Budget to add \$1,100,000 in MHSAs funds and to remove \$1,100,000 in WPC funds; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to increase the Period Two Maximum Obligation and the Period Three Maximum Obligation and to amend Exhibit A to expand services to the South Service Planning Area; and

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

1. The Period Two Maximum Obligation and the Period Three Maximum Obligation each are increased by \$1,377,673 from \$2,569,434 to 3,947,107, for a revised cumulative total amount not to exceed \$10,345,378.
2. Referenced Contract Provisions, Maximum Obligation provision of the Contract is deleted in its entirety and replaced with the following:

“Maximum Obligation:

Period One Maximum Obligation: \$ 2,451,164

Period Two Maximum Obligation: 3,947,107

Period Three Maximum Obligation: 3,947,107

TOTAL MAXIMUM OBLIGATION: \$10,345,378"

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

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
Indirect Costs	<u>\$ 279,287</u>	<u>\$ 501,025</u>	<u>\$ 501,025</u>	<u>\$ 1,281,337</u>
SUBTOTAL	<u>\$ 279,287</u>	<u>\$ 501,025</u>	<u>\$ 501,025</u>	<u>\$ 1,281,337</u>
ADMINISTRATIVE COST				
PROGRAM COST				
Salaries	\$1,029,751	\$1,826,921	\$1,826,921	\$4,683,593
Benefits	289,310	515,286	515,286	1,319,882
Services and Supplies	307,975	641,741	641,741	1,591,457
Flexible Funds	108,229	207,800	207,800	523,829
Subcontracts	65,867	99,040	99,040	263,947
Start-Up Costs	<u>370,746</u>	<u>155,294</u>	<u>155,294</u>	<u>681,334</u>
SUBTOTAL	<u>\$2,171,878</u>	<u>\$3,446,082</u>	<u>\$3,446,082</u>	<u>\$9,064,042</u>
PROGRAM COST				
GROSS COST	<u>\$2,451,165</u>	<u>\$3,947,107</u>	<u>\$3,947,107</u>	<u>\$10,345,379</u>
REVENUE				
FFP Medi-Cal	<u>\$ 400,003</u>	<u>\$ 947,107</u>	<u>\$ 947,107</u>	<u>\$2,294,217</u>
Whole Person Care	<u>309,507</u>	<u>\$0</u>	<u>\$0</u>	<u>309,507</u>
MHSA	<u>1,733,908</u>	<u>3,000,000</u>	<u>3,000,000</u>	<u>7,733,908</u>
CARES Act	<u>7,747</u>			<u>7,747</u>
TOTAL REVENUE	<u>\$2,451,165</u>	<u>\$3,947,107</u>	<u>\$3,947,107</u>	<u>\$10,345,379</u>
TOTAL BUDGET	<u>\$2,451,165</u>	<u>\$3,947,107</u>	<u>\$3,947,107</u>	<u>\$10,345,378"</u>

4. Exhibit A. Section V. Services, Paragraph A of the Contract is hereby deleted in its entirety and replaced with the following:

“A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of Housing Full Service Partnership Services for exclusive use by COUNTY at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR:

Central: 12141 Brookhurst St., Ste. 201
Garden Grove, CA 92840

South: To Be Determined by County and Contractor upon mutual concurrence, in writing.

1. The Housing FSP services, which are identified within this Exhibit A to the Agreement, are primarily field based. The facility shall support onsite services that are clinically appropriate. Such services shall include but are not limited to: medication support services and nursing assessments. The facility shall also provide administrative support for the services identified within the Agreement, which includes staff meetings, consultation, staff training, documentation preparation and other applicable administrative functions.

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR shall operate extended hours at least two (2) evenings or days per week and provide limited weekend services and activities to accommodate Clients' needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the situation indicates.

3. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY's holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.”

5. Exhibit A. Section VI. Staffing, Paragraph M is hereby deleted in its entirety and replaced with the following:

“M. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of forty (40) hours of work per week.

Direct Non-DSH Program	FTE
Regional Director of Operations	0.14
Program Administrator	1.00
Clinical Director	1.00
Team Lead - Licensed	1.00
Team Lead - Unlicensed	2.00
Data Analysis Specialist	1.00
Office Coordinator II	1.00
Billing Specialist	2.00
Medical Records Technician	1.00
HR Generalist	0.18
Regional IT Support Analyst	0.14
Regional IS Manager	0.08
Quality Coordination Trainer	<u>1.00</u>
	11.54
Subcontracts (Non-Medication Support)	
Prescriber Supervision	.25

Direct DSH Program	FTE
Nurse Practitioner	1.00
Case Manager II	7.00
Clinician (Licensed or Pre-Licensed)	1.00
Case Manager II - Specialty	2.00
Peer Recovery Coach	2.00
Peer Family Recovery Coach	1.00
LVN	2.00
Mental Health Specialist	4.00
	20.00

This Amendment No. 4 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. 4 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 4 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 4 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4. 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 that of 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

Faith Richie

Print Name
DocuSigned by:
Faith Richie

84780DD2C155495...
Signature

Senior VP for Development

Title
4/9/2021

Date

Print Name

Signature

Title

Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Brittany McLean

Print Name
DocuSigned by:
Brittany McLean

9713A4061D4343D...
Signature

Deputy County Counsel

Title
4/9/2021

Date