



**AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-18010155
FOR**

Administrative Services Organization for Specialty Mental Health Outpatient Services

This Amendment ("Amendment No. 3") to Contract No. MA-042-18010155 for Administrative Services Organization for Specialty Mental Health Outpatient Services is made and entered into on July 1, 2020 ("Effective Date") between Beacon Health Strategies, LLC ("Contractor"), with a place of business at 5665 Plaza Dr., Cypress, CA 90630, 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, on June 23, 2015, the Parties executed Contract No. MA-042-18010155 for Administrative Services Organization for Specialty Mental Health Outpatient Services, effective July 1, 2015 through June 30, 2017, in an amount not to exceed \$10,221,360 ("Contract"); and

WHEREAS, on March 28, 2017, the Parties executed Amendment No. 1 to renew the Contract, effective July 1, 2017 through June 30, 2020, in an amount not to exceed \$16,073,877, for a revised cumulative contract amount of \$26,295,243; and

WHEREAS, on May 8, 2018, the Parties executed Amendment No. 2 to amend the Contract, effective July 1, 2017 through June 30, 2020, to increase the amount not to exceed by \$805,114 from \$16,073,877 to \$16,878,991, for a revised cumulative contract amount of \$27,100,357; and

WHEREAS, on June 1, 2018, County exercised the contingency cost increase authority to increase the Period One Maximum Obligation by \$45,000, increasing the amount not to exceed to \$16,923,991, for a revised cumulative contract amount of \$27,145,357; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to extend the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend Exhibit A of the Contract.

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

1. The Contract is extended for a period of six months, effective July 1, 2020 through December 31, 2020, in an amount not to exceed \$3,233,540 for this extension period, for a revised cumulative contract amount of \$30,333,897; on the amended terms and conditions.

Exhibit A, Section III. Budget, subsection A; Section V. Payments, subsection A (not including numbered paragraphs); and Section IX. Staffing, subsection A, are deleted in their entirety and replaced with the following:

“III. BUDGET

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

	<u>TOTAL</u>
ADMINISTRATIVE COST	
Salaries	\$ 63,503
Benefits	12,701
Services and Supplies	8,307
Indirect Costs	<u>98,079</u>
SUBTOTAL ADMINISTRATIVE COST	\$182,590
PROGRAM COST	
Salaries	\$ 986,474
Benefits	197,295
Services and Supplies	<u>155,642</u>
SUBTOTAL PROGRAM COST	\$1,339,411
Mental Health Claims	<u>\$1,711,539</u>
TOTAL GROSS COST	\$3,233,540
REVENUE	
FFP/Other	\$1,325,752
State	1,681,441
Federal DMC	194,012
Discretionary	<u>32,335</u>
TOTAL REVENUE	\$3,233,540
TOTAL MAXIMUM OBLIGATION	\$3,233,540”

“I. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the negotiated amount of \$16,347 per month for Indirect Costs and the provisional amount of \$522,577 per month for Administrative, Program Direct Costs, and Mental health Claims Costs. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid."

"II. STAFFING

A. 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.

ADMINISTRATION	<u>FTEs</u>
HR Representative	0.04
Project Manager	0.35
Operation Director	0.35
Accounting Manager	0.02
Tech. Ops	0.18
Application Developer	0.13
EDI Specialist	0.03
Data Base Developer/Analyst	<u>0.01</u>
SUBTOTAL ADMINISTRATION	1.11.
PROGRAM	
Program Director	0.30
Clinical Manager	1.00
Clinical Lead	1.00
Utilization Review Clinician	5.00
Membership Service Representative	7.00

Medical Director	0.26
ASO Network Manager	1.00
Claims Appeal Manager	0.15
Claims Data Specialist (Pooled Staff)	3.00
Credentialing Specialist (Pooled Staff)	0.50
Quality Improvement Coordinator	0.50
Care Coordinator	6.00
After Hours Clinician (Pooled Staff)	1.25
Data Base Developer	0.25
Data Base Administrator	0.50
Sr. Accountant	0.20
After Hours Member Service Representative	2.50
DMC Team Lead	1.00
After Hours Clinician DMC	0.50
Customer Service Supervisor	1.00
Provider Relations Specialist	0.50
Provider Dispute Specialist	1.00
Regulatory Ops Analyst	<u>1.00</u>
SUBTOTAL PROGRAM	35.41
TOTAL FTEs	36.52''

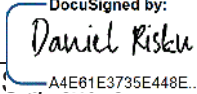
This Amendment No. 3 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3 and the Contract, including Amendments No. 1 and No.2, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including Amendments No. 1 and No.2 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, 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: Beacon Health Strategies, LLC

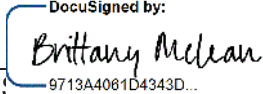
Daniel Risku	Executive Vice President & General Counsel
_____	_____
Print Name	Title
	5/13/2020
_____	_____
	Date

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
	5/13/2020
_____	_____
	Date