

1 SECOND AMENDMENT FOR PROVISION OF
2 COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 TELECARE CORPORATION
7 JULY 1, 2017 THROUGH JUNE 30, 2020
8

9 THIS SECOND AMENDMENT TO AGREEMENT entered into this 1st day of January 2020
10 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of
11 California (COUNTY), and TELECARE CORPORATION, a for profit corporation (CONTRACTOR).
12 COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or
13 collectively as "Parties." This Amendment, along with the original Agreement, shall continue to be
14 administered by the County of Orange Health Care Agency (ADMINISTRATOR).

15
16 **W I T N E S S E T H:**
17

18 WHEREAS, on June 6, 2017, the COUNTY authorized an Agreement with CONTRACTOR for the
19 provision of Collaborative Court Full Service Partnership Services for the period July 1, 2017 through
20 June 30, 2020; and
21

22 WHEREAS, on June 6, 2017, the Board of Supervisors authorized ADMINISTRATOR to increase
23 the Agreement amount by an amount not to exceed a total of ten percent of the Period One funding for
24 the Agreement; and
25

26 WHEREAS, on April 1, 2019, ADMINISTRATOR authorized via a First Amendment an increase
27 of the Agreement amount for Period Two in the amount of \$192,719, revising the Maximum Obligation
28 for Period Two from \$2,703,933 to \$2,896,652, for a revised total Maximum Obligation of \$8,304,518;
29 and
30

31 WHEREAS, on January 1, 2020, ADMINISTRATOR would like to authorize via this Second
32 Amendment an increase of the Agreement amount for Period Three in the amount of \$455,107, revising
33 the Maximum Obligation for Period Three from \$2,703,933 to \$3,159,040, for a revised total Maximum
34 Obligation of \$8,759,625; and
35

36 WHEREAS, CONTRACTOR desires to accept the additional funding and agree to provide
37 additional services pursuant to the terms and conditions of the original Agreement and scope of work;

1 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
 2 herein, COUNTY and CONTRACTOR do hereby agree as follows:

3
 4 1. Page 4, lines 8 through 12 of the Agreement is amended to read as follows:
 5 “Maximum Obligation:

6	Period One Maximum Obligation:	\$ 2,703,933
7	Period Two Maximum Obligation:	2,896,652
8	Period Three Maximum Obligation:	<u>3,159,040</u>
9	TOTAL MAXIMUM OBLIGATION:	\$ 8,759,625”

10
 11 2. Subparagraph II.A. of Exhibit A to the Agreement is amended to read as follows:
 12 “A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this
 13 Exhibit A to the Agreement and the following budget, which are set forth for informational purposes
 14 only and may be adjusted by mutual agreement, in advance and in writing, by ADMINISTRATOR and
 15 CONTRACTOR.

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>	
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>		
16					
17					
18					
19	ADMINISTRATIVE COST				
20	Indirect Costs	<u>\$ 352,687</u>	<u>\$ 377,824</u>	<u>\$ 412,049</u>	<u>\$ 1,142,560</u>
21	SUBTOTAL	\$ 352,687	\$ 377,824	\$ 412,049	\$ 1,142,560
22	ADMINISTRATIVE COST				
23					
24	PROGRAM COST				
25	Salaries	\$ 1,025,335	\$ 1,025,335	\$ 1,190,132	\$ 3,240,802
26	Benefits	336,929	269,314	353,297	959,540
27	Services and Supplies	340,140	490,347	444,928	1,275,416
28	Flexible Funds	364,810	449,800	460,114	1,274,724
29	Subcontracts	<u>284,032</u>	<u>284,032</u>	<u>298,520</u>	<u>866,584</u>
30	SUBTOTAL PROGRAM COST	\$ 2,351,246	\$ 2,518,828	\$ 2,746,991	\$ 7,617,065
31					
32	GROSS COST	\$ 2,703,933	\$ 2,896,652	\$ 3,159,040	\$ 8,759,625
33					
34	REVENUE				
35	FFP Medi-Cal	\$ 400,000	\$ 400,000	\$ 470,000	\$ 1,270,000
36	MHSA Medi-Cal	400,000	400,000	470,000	1,270,000
37	MHSA	<u>1,903,933</u>	<u>2,096,652</u>	<u>2,219,040</u>	<u>6,219,625</u>

1	TOTAL REVENUE	\$ 2,703,933	\$ 2,896,652	\$ 3,159,040	\$ 8,759,625
2					
3	TOTAL BUDGET	\$ 2,703,933	\$ 2,896,652	\$ 3,159,040	\$ 8,759,625
4					

5 3. Subparagraph III.A. of Exhibit A to the Agreement is amended to read as follows:

6 “A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
 7 \$225,328 per month for Period One, \$225,328 per month for Period Two from July 1, 2018 through
 8 March 31, 2019, \$289,567 per month for Period Two from April 1, 2019 through June 30, 2019,
 9 \$225,328 per month for Period Three from July 1, 2019 through December 31, 2019 and \$301,178 per
 10 month for Period Three from January 1, 2020 through June 30, 2020. All payments are interim
 11 payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the
 12 Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services,
 13 which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A
 14 to the Agreement; provided, however, the total of such payments does not exceed the Maximum
 15 Obligation for each period as stated in the Referenced Contract Provisions of the Agreement and
 16 provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and/or federal
 17 regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for
 18 which the provisional amount specified above has not been fully paid.”

19
 20 4. Subparagraph V.A. of Exhibit A to the Agreement is amended to read as follows:

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

25
 26 814 W. Chapman Avenue
 27 Orange, CA 92868
 28

29 1. The facility shall include space to support the services identified within the Agreement.”

30
 31 5. Subparagraph VI.K. of Exhibit A to the Agreement is amended to read as follows:

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

35 //
 36 //
 37 //

	DIRECT PROGRAM	FTEs
1		
2	Regional Director of Operations	0.20
3	Program Administrator	1.00
4	Clinical Director	1.00
5	Data Mining Specialist	1.00
6	Regional IS Business Manager	0.03
7	Regional IS Support Analyst	0.07
8	Billing Specialist	2.00
9	Medical Records/Tech	1.00
10	Quality Coordinator/Trainer	1.00
11	Benefits Specialist	0.20
12	HR Generalist	0.08
13	Office Coordinator II	1.00
14	Team Leader	1.00
15	Licensed Vocational Nurse	1.50
16	PSC II	8.00
17	PSC II - Housing Specialist	1.00
18	PSC II - Education/Employment Specialist	1.00
19	Therapist	2.00
20	Peer Support Specialist	1.00
21	Psychiatrist (Subcontractor)	<u>0.78</u>
22	TOTAL DIRECT PROGRAM FTEs	24.86"
23		


24 6. Subparagraph VI.L.3. of Exhibit A to the Agreement is amended to read as follows:
 25 "3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of seventeen
 26 thousand one hundred thirty six (17,136) DSH, with a minimum of nine hundred thirty six (936) hours
 27 of medication support services and sixteen thousand two hundred (16,200) hours of other mental health,
 28 case management and/or crisis intervention services as outlined below."
 29

30 In all other respects, the terms of the Agreement not specifically changed by this Second
 31 Amendment shall remain in full force and effect.

32 //
 33 //
 34 //
 35 //
 36 //
 37 //

1 IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Agreement, in the
2 County of Orange, State of California.

3
4
5 TELECARE CORPORATION

6 BY:  _____ DATED: 11/14/2019
7
8 84780DD2C155495...

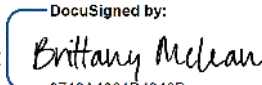
9 TITLE: Senior VP for Development
10

11
12
13
14
15 COUNTY OF ORANGE

16
17
18 BY: _____ DATED: _____

19 HEALTH CARE AGENCY
20

21
22
23
24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA
27

28 BY:  _____ DATED: 11/14/2019
29
30 9713A4081D4343D...
31 DEPUTY

32
33
34
35
36 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
37 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.