



**AMENDMENT NO. 4  
TO  
CONTRACT NO. MA-042-21011285  
FOR  
ASSISTED OUTPATIENT TREATMENT FULL SERVICE PARTNERSHIP SERVICES**

This Amendment ("Amendment No. 4") to Contract No. MA-042-21011285 for Assisted Outpatient Treatment Full Service Partnership Services is made and entered into on July 1, 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-042-21011285 for Assisted Outpatient Treatment Full Service Partnership Services, effective July 1, 2021, through June 30, 2024, in an amount not to exceed \$10,059,585, renewable for two additional one-year terms ("Contract"); and

**WHEREAS**, effective August 30, 2022, the Parties executed Amendment No. 1 to adjust the budget line items and staffing pattern in Exhibit A of the Contract; and

**WHEREAS**, effective January 10, 2023, the Parties executed Amendment No. 2 to adjust the staffing pattern in Exhibit A of the Contract; and

**WHEREAS**, on September 14, 2022, Senate Bill (SB) 1338 was signed and established the Community Assistance, Recovery, and Empowerment (CARE) Act, which requires County to implement a new civil court process and provide specific services by October 1, 2023; and

**WHEREAS**, County decided to expand the Assisted Outpatient Treatment Full Service Partnership Services to include the additional caseload and services required by the CARE Act; and

**WHEREAS**, effective October 1, 2023, the Parties executed Amendment No. 3 to increase the Period Three Not to Exceed Amount by \$1,721,503 from \$3,353,195 to \$5,074,698, for a revised cumulative contract total amount not to exceed \$11,781,088, and to replace Exhibit A of the Contract with Exhibit A-1, to incorporate the increased caseload and services; and

**WHEREAS**, the Parties now desire to enter into this Amendment No. 4 to amend Paragraph VII. and Exhibit A-1 of the Contract and to renew the Contract for two years for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

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

1. The Contract is renewed for a period of two years, effective July 1, 2024, through June 30, 2026, in an amount not to exceed \$4,892,868 for Period Four and \$5,256,528 for Period Five, for a revised cumulative contract total amount not to exceed \$21,930,484; on the amended terms and conditions.

2. Referenced Contract Provisions, Term and Not to Exceed Amount 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

**Not to Exceed Amount:**

Period One Not to Exceed Amount: \$3,353,195

Period Two Not to Exceed Amount: \$3,353,195

Period Three Not to Exceed Amount: \$5,074,698

Period Four Not to Exceed Amount: \$4,892,868

Period Five Not to Exceed Amount: \$5,256,528

**TOTAL NOT TO EXCEED AMOUNT: \$21,930,484”**

3. Referenced Contract Provisions, Notices to COUNTY and CONTRACTOR provision, lines 33-34, of the Contract are deleted in their entirety and replaced with the following:

“Dawan Utecht, Senior Vice President & Chief Development Officer

DUtecht@telecarecorp.com”

4. All references in the Contract to “Exhibit A” shall be deleted and replaced with “Exhibit A-1”.

5. Paragraph VII. Cost Report, subparagraph A (but not including subparagraphs A.1.-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-1, Paragraph I. Common Terms and Definitions, subparagraphs A.6. through A.60., of the Contract are renumbered A.10. through A.64.

7. Exhibit A-1, Paragraph I. Common Terms and Definitions, subparagraphs A.6. - A.9., are added to the Contract as follows:

“6. CARE means Community Assistance, Recovery, and Empowerment and refers to the CARE Act that was established to provide a compassionate civil court process that focuses counties and local governments to serve those with certain untreated schizophrenia spectrum or other psychotic disorders.

a. Schizophrenia Spectrum and Other Psychotic Disorders includes but is not limited to: Schizophrenia, Schizoaffective Disorder, Schizophreniform Disorder, Other Specified Schizophrenia Spectrum and Other Psychotic Disorder, Unspecified Schizophrenia Spectrum and Other Psychotic Disorder, and Delusional Disorder.

7. CARE Act Support means an individual chosen by the CARE Respondent to provide supportive decision making, attend court appearances, and empower/support the client to express their preferences throughout the CARE process.

8. CARE Petition means a written instrument to an individual requesting the court to conduct an investigation to determine if the individual meets CARE Act criteria and potentially mandate to outpatient level of behavioral health treatment.

9. CARE Respondent means the party required to answer to the CARE Petition.”

8. Exhibit A-1, 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 in this Exhibit A-1 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.

ADMINISTRATIVE COSTS	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	PERIOD FIVE	TOTAL
Indirect Costs	\$ 437,374	\$ 437,374	\$ 661,917	\$ 614,471	\$ 661,242	\$ 2,812,378
Salaries	0	0	0	18,528	19,080	37,608
Benefits	<u>0</u>	<u>0</u>	<u>0</u>	<u>5,202</u>	<u>5,312</u>	<u>10,514</u>
SUBTOTAL	\$ 437,374	\$ 437,374	\$ 661,917	\$ 638,200	\$ 685,634	\$ 2,860,499
ADMINISTRATIVE						
PROGRAM COSTS						
Salaries	\$ 1,410,284	\$ 1,417,645	\$ 2,218,556	\$ 2,361,576	\$2,432,424	\$ 9,840,485
Benefits	427,383	420,022	614,240	657,442	677,212	2,769,299
Services & Supplies	531,152	531,152	796,570	741,211	799,339	3,399,424
Flex Funds	129,270	129,270	237,571	244,697	252,039	992,847
Subcontracts	417,732	417,732	447,554	249,741	409,880	1,942,639
Start Up Costs	<u>0</u>	<u>0</u>	<u>98,291</u>	<u>0</u>	<u>0</u>	<u>98,291</u>
SUBTOTAL PROGRAM	\$ 2,915,821	\$ 2,915,821	\$ 4,412,781	\$ 4,254,668	\$4,570,894	\$19,069,985
GROSS COSTS	\$ 3,353,195	\$ 3,353,195	\$ 5,074,698	\$ 4,892,868	\$5,256,528	\$21,930,484
REVENUE						
Federal Medi-Cal	\$ 702,382	\$ 702,382	\$ 875,000	\$ 950,000	\$ 975,000	\$ 4,204,764
MHSA Medi-Cal	702,382	702,382	875,000	950,000	975,000	4,204,764
MHSA	<u>1,948,431</u>	<u>1,948,431</u>	<u>3,324,698</u>	<u>2,992,868</u>	<u>3,306,528</u>	<u>13,520,956</u>
TOTAL REVENUE	\$ 3,353,195	\$ 3,353,195	\$ 5,074,698	\$ 4,892,868	\$5,256,528	\$21,930,484
NOT TO EXCEED AMOUNT	\$ 3,353,195	\$ 3,353,195	\$ 5,074,698	\$ 4,892,868	\$5,256,528	\$21,930,484”

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

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$279,432 per month for Period One and Period Two, \$422,891 per month for Period Three, \$407,739 per month for Period Four and \$438,044 per month for Period Five. All payments are interim payments only, and 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 services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A-1 to the Contract; provided, however, the total of such payments does not exceed the Not to Exceed Amount for each Period as stated 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 invoices for any month for which the provisional amount specified above has not been fully paid.”

10. Exhibit A-1, Paragraph V. Services, subparagraph AD., of the Contract is deleted in its entirety and replaced with the following:

“PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. At least 80% of Clients served will not require psychiatric hospitalization.
2. At least 80% of Clients served will remain sheltered (not experience unsheltered homelessness).
3. At least 80% of Clients served will remain out of custody.
4. At least 80% of Clients served will have no arrests.
5. Listed above are the outcome measures by which the effectiveness of CONTRACTOR’s program shall be evaluated. It is the responsibility of CONTRACTOR to educate itself with best practices and those associated with attainment of higher levels of Recovery.
6. CONTRACTOR shall develop, in conjunction with ADMINISTRATOR and Data Analytics, additional performance measures/outcomes as needed.”

11. Exhibit A-1, Paragraph V. Services, subparagraph AE., of the Contract is deleted in its entirety and replaced with the following:

“AE. CLIENT DEMOGRAPHICS AND OTHER STATISTICS – CONTRACTOR shall track and report on Client demographics and other statistics including but not limited to:

1. The total number of Clients referred to and enrolled in services.
2. The total number of duplicated and unduplicated Clients served.
3. The total number of Clients discharged from services, reason for discharge and the length of stay for each Client in the program.
4. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.
5. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.
6. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Contract.
7. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Contract.
8. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Contract.
9. CONTRACTOR shall track the number of days Clients are receiving emergency interventions and make every effort to reduce them through services provided in the Contract.
10. CONTRACTOR shall track the number of arrests per Client and make every effort to reduce them through services provided in the Contract.
11. CONTRACTOR shall track the number of days Clients are placed in independent living and make every effort to increase them through services provided in the Contract.
12. CONTRACTOR shall track the number of Clients at various stages on the MORS.
13. CONTRACTOR shall track the number of Clients who reach their employment and/or educational goals.
14. CONTRACTOR shall track the number of Clients successfully discharged to a lower level of care.
15. CONTRACTOR shall track number of Clients assessed for co-occurring mental health and substance use disorder.
16. CONTRACTOR shall develop, in conjunction with ADMINISTRATOR and Data

Analytics, additional Client Demographics and other statistics as needed.”

12. Exhibit A-1, Paragraph VI. Staffing, subparagraph K., of the Contract is deleted in its entirety and replaced with the following:

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

**Period Three & Four**

<b>DIRECT ADMINISTRATION</b>	<b>FTE</b>
HR Generalist	0.09
Regional IS Business Manager	0.05
Regional IT Support Analyst	0.03
<b>PROGRAM</b>	
Billing Specialist	2.00
Regional Director of Operations	0.22
Program Administrator	1.00
Clinical Director	1.00
Data Analysis Specialist	1.00
Receptionist/Medical Records Tech	1.00
Quality Coordinator/Trainer	1.00
Office Coordinator II	1.00
Case Manager II	2.00
Mental Health Rehabilitation Specialist	11.00
Case Manager- Housing Specialist	2.00
Case Manager – Specialty	1.00
Peer Recovery Coach	2.00
Clinician – Unlicensed	2.00
Peer Team Lead	1.00
Team Lead – Licensed	2.00
LVN	2.00
Case Manager – Substance Use Counselor	2.00
Nurse Practitioner	1.00
Psychiatrist (Subcontractor)	0.50
<b>PERIOD THREE AND FOUR TOTAL FTE</b>	<b>36.89</b>

**Period Five**

<b>DIRECT ADMINISTRATION</b>	<b>FTE</b>
HR Generalist	0.09
Regional IS Business Manager	0.05
Regional IT Support Analyst	0.03
<b>PROGRAM</b>	
Billing Specialist	2.00
Regional Director of Operations	0.22
Program Administrator	1.00
Clinical Director	1.00
Data Analysis Specialist	1.00
Receptionist/Medical Records Tech	1.00
Quality Coordinator/Trainer	1.00
Office Coordinator II	1.00
Case Manager II	2.00
Mental Health Rehabilitation Specialist	11.00
Case Manager- Housing Specialist	2.00
Case Manager – Specialty	1.00
Peer Recovery Coach	2.00
Clinician – Unlicensed	2.00
Peer Team Lead	1.00
Team Lead – Licensed	2.00
LVN	2.00
Case Manager – Substance Use Counselor	2.00
Nurse Practitioner	1.00
Psychiatrist (Subcontractor)	1.00
<b>PERIOD FIVE TOTAL FTE</b>	<b>37.39”</b>

13. Exhibit A-1, Paragraph VI. Staffing, subparagraph L.3., of the Contract is deleted in its entirety and replaced with the following:

“3. CONTRACTOR shall provide a minimum of twenty-five thousand eight hundred seventy-five (25,875) direct services hours for Client related services, with a minimum of two thousand two hundred fifty (2,250) hours of medication support services and twenty-



three thousand six hundred twenty-five (23,625) hours of other mental health, case management and/or crisis intervention services in Period Three as outlined below. CONTRACTOR shall provide a minimum of twenty-five thousand eight hundred seventy-five (25,875) direct services hours for Client related services, with a minimum of two thousand two hundred fifty (2,250) hours of medication support services and twenty-three thousand six hundred twenty-five (23,625) hours of other mental health, case management and/or crisis intervention services in Period Four as outlined below. CONTRACTOR shall provide a minimum of twenty-seven thousand (27,000) direct services hours for Client related services, with a minimum of two thousand four hundred (2,400) hours of medication support services and twenty-four thousand six hundred (24,600) hours of other mental health, case management and/or crisis intervention services in Period Five as outlined below.”

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 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**, a California for profit corporation

Dawan Utecht

SVP/Chief Development Officer

Print Name

Title

DocuSigned by:

Dawan Utecht

2/8/2024

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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

DocuSigned by:

Brittany McLean

2/8/2024

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Date