

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

**Contract Number****22-361 A-1****SAP Number****4400019390**

Department of Behavioral Health

Department Contract Representative	Tamela Hutchinson
Telephone Number	909-388-0861
Contractor	Telecare Corporation
Contractor Representative	Bryceton Danico
Telephone Number	562-544-0791
Contract Term	July 1, 2022 – June 30, 2027
Original Contract Amount	\$14,000,000
Amendment Amount	
Total Contract Amount	\$14,000,000
Cost Center	9204332200

AMENDMENT NO. 1

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

IN THAT CERTAIN Contract No. 22-361 ("Contract") by and between San Bernardino County, a political subdivision of the State of California, and Telecare Corporation ("Contractor") for Crisis Residential Treatment Services which Contract first became effective July 1, 2022, the following changes are hereby made and agreed to:

I. ARTICLE XVII PERSONNEL, paragraphs L and M are hereby added to read as follows:

L. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law

(<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

M. Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment III - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

II. ADDENDUM I CRISIS RESIDENTIAL TREATMENT SERVICES PROGRAM SERVICE DESCRIPTION, ARTICLE IV DEFINITIONS, paragraph BBB is hereby added to read as follows:

BBB. Medication Assisted Treatment (MAT): The use of medications, in combination with counseling and other therapeutic techniques, to provide a "whole-patient" approach to the treatment of substance use disorders.

III. ADDENDUM I CRISIS RESIDENTIAL TREATMENT SERVICES PROGRAM SERVICE DESCRIPTION, ARTICLE X DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED, Paragraph F, is hereby added to read as follows:

F. The CRT may provide Medication Assisted Treatment (MAT).

IV. ADDENDUM I CRISIS RESIDENTIAL TREATMENT SERVICES PROGRAM SERVICE DESCRIPTION, ARTICLE XI DETAILED DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDE – CRISIS RESIDENTIAL (Mode of Service 5, Adult Crisis Residential, SFC 40-49), Paragraph A.16 is hereby added to read as follow:

A.16. While not a service required by DBH in coordination with crisis residential treatment, Contractor may opt to provide Medication Assisted Treatment (MAT) services for those consumers presenting with a mental health crisis and co-occurring substance use disorder and for whom a

physician determines such services would be beneficial. In the event that Contractor determines that MAT services will be available onsite, the following requirements apply.

- a. Contractor shall initiate collaborative community partnerships and service systems. Contractor will establish procedures that will ensure strong, reliable linkages with other community services providers including MAT providers to assist in access and coordination of care. Contractor must have approved policies and procedures in place to initiate or continue Food and Drug Administration (FDA) approved medications constituting MAT as clinically indicated, for substance use disorders directly. Effective referral mechanisms must be in place If MAT is clinically indicated and cannot be provided directly, including a cooperative transition initiated by Substance Use Disorder Referral Form (SUDRS034), available at https://www.sbcounty.gov/uploads/DBH/2022/07/SUDRS034_E%20SUD%20Referral_Final.pdf Transportation shall be provided to ensure MAT clients are successfully linked to outside MAT services. MAT policies and procedures must be approved by the Department of Behavioral Health.
- b. Naloxone shall be readily available onsite at all times.
- c. Naloxone shall be made available at the time of discharge to all patients with opioid use disorder or are at risk of unintended opioid exposure.
- d. Contractor shall provide random urine drug screenings as clinically indicated.
- e. Note: FDA-approved MAT medications include:
 - 1) Naltrexone oral
 - 2) Naltrexone long acting injectable
 - 3) Acamprosate oral
 - 4) Disulfiram oral
 - 5) Buprenorphine sublingual
 - 6) Buprenorphine/Naloxone sublingual
 - 7) Buprenorphine long acting injectable
 - 8) Methadone
- f. Contractor staff who respond to and/or witness medical emergencies involving the administration of intranasal naloxone must document details of the incident in the Unusual Occurrence/Incident Report form or other incident reporting form approved by DBH. Reports must be submitted immediately, but no later than within 24 hours, to the DBH contract monitor or designee.

Staff should attempt to capture elements such as, but not limited to:

- 1) Individual's respiration rate;
- 2) Quality of their respiration;
- 3) Individual's pulse;

- 4) Individual's pupil dilation;
- 5) Individual's level of consciousness;
- 6) Condition the individual was found in;
- 7) Times events transpired; and
- 8) Name/accounts of any witnesses to the medical emergency.

g. Outcomes shall include:

- 1) Client understanding of available MAT options, and
- 2) Rates of MAT continuation from date of admission to date of discharge.

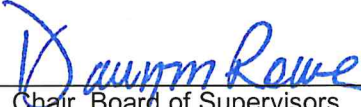
V. ATTACHMENT III, Campaign Contribution Disclosure (SB 1439) is hereby added.

VI. All other terms, conditions and covenants in the Contract remain in full force and effect.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

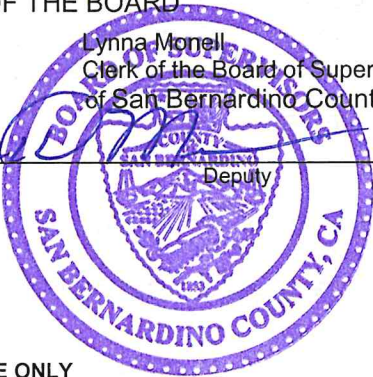
SAN BERNARDINO COUNTY

TELECARE CORPORATION

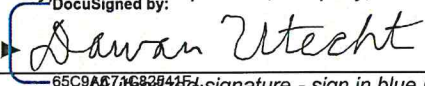

 Dawn Rowe, Chair, Board of Supervisors

Dated: **SEP 26 2023**
 SIGNED AND CERTIFIED THAT A COPY OF THIS
 DOCUMENT HAS BEEN DELIVERED TO THE
 CHAIRMAN OF THE BOARD.


 Lynn Monell
 Clerk of the Board of Supervisors
 of San Bernardino County
 Deputy



(Print or type name of corporation, company, contractor, etc.)

By 
 (Authorized signature - sign in blue ink)

Name **Dawan Utecht**
 (Print or type name of person signing contract)

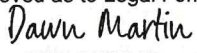
Title **SVP/Chief Development Officer**
 (Print or Type)

Dated: **9/14/2023**

Address **1080 Marina Village Parkway**
Suite 100
Alameda CA 94501

FOR COUNTY USE ONLY

Approved as to Legal Form


 Dawn Martin, Deputy County Counsel

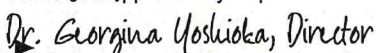
Date **9/14/2023**

Reviewed for Contract Compliance


 Natalie Kessee, Contracts Manager

Date **9/14/2023**

Reviewed/Approved by Department


 Georgina Yoshioka, Director

Date **9/15/2023**



ATTACHMENT III

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

Telecare Corporation

1. Name of Contractor: _____
2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:
Anne Bakar

3. Name of agent of Contractor:

Company Name	Agent(s)
N/A	N/A
N/A	N/A

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	N/A
N/A	N/A

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A	N/A	N/A
N/A	N/A	N/A

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
- Yes ☐ No ☒

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	N/A
N/A	N/A

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If **no**, please skip Question No. 9 and sign and date this form.

Yes ☐ If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.