

AMENDMENT III TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment III, is made and entered into this 11th day of July, 2017, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereafter referred to as "**COUNTY**", and each provider listed in Exhibit A, attached to this Agreement and by this reference incorporated herein, and collectively hereinafter referred to as "CONTRACTOR(S)" (collectively the "parties").

WHEREAS, the parties entered into that certain Agreement identified as COUNTY Agreement No. A-10-674, effective January 1, 2011, COUNTY Amendment No. 10-674-1, effective December 1, 2014, and COUNTY Amendment No. 10-674-2, effective June 7, 2016, hereinafter collectively referred to as COUNTY Agreement No. 10-674 whereby CONTRACTOR(S) agreed to provide medication support services through the delivery of telemedicine; and

WHEREAS, COUNTY and CONTRACTOR(S) now desire to amend the Agreement No. 10-674 regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That the existing COUNTY Agreement No. 10-674, beginning on Page Eleven (11), Line Seventeen (17), with the number "4.3.1" and ending on Page Twelve (12), Line Seven (7) with the word "Member" be deleted in its entirety and the following inserted in its place:

"4.3.1 Reimbursement – Reimbursement to PROVIDER(S) for rendering Covered Services to Members shall be made at the rate of One Hundred Ninety and No/100 Dollars (\$190.00) per hour of scheduled sessions between January 1, 2011 through July 10, 2017. Reimbursement to PROVIDER(S), for rendering 300 or more hours of Covered Services to Members in any given week during the term of this Agreement, shall be made at the rate of One Hundred Ninety-Four and 75/100 Dollars (\$194.75) per hour of scheduled sessions between July 11, 2017 through June 30, 2019. Reimbursement to PROVIDER(S) for rendering less than 300 hours of Covered Services to Members in any given week during the term of this Agreement, shall be made at the rate of Two Hundred and No/100 Dollars (\$200.00) per hour of scheduled sessions between July 11, 2017 through June 30, 2019.

In no event shall services provided by all PROVIDER(S) pursuant to the MHP exceed a

1 total amount of Six Hundred Sixty Eight Thousand Three Hundred Four and No/100 Dollars
2 (\$668,304.00) for the period of January 1, 2011 through June 30, 2011; and One Million Three
3 Hundred Thirty-Six Thousand Six Hundred Eight and No/100 Dollars (\$1,336,608.00) for each twelve
4 month period from July 1, 2011 through June 30, 2014; and One Million Eight Hundred Seventeen
5 Thousand Nine Hundred and No/100 Dollars (\$1,817,900.00) for the period of July 1, 2014 through
6 June 30, 2015; and One Million Nine Hundred Thirty-Six Thousand Four Hundred Eighty and No/100
7 Dollars (\$1,936,480.00) for the period of July 1, 2015 through June 30, 2016; and Two Million Eight
8 Hundred Five Thousand Nine Hundred Twenty and No/100 Dollars (\$2,805,920.00) for the period of
9 July 1, 2016 through July 10, 2017; and Five Million Sixty-Three Thousand Five Hundred and No/100
10 Dollars (\$5,063,500.00) for each twelve month period of this Agreement from July 11, 2017 through
11 June 30, 2019. Additionally, by the execution of this Agreement, there is no guarantee made by
12 COUNTY to any PROVIDER(S) that any Covered Services shall be provided to any Member.”

13 2. That the existing COUNTY Agreement No. 10-674, beginning on Page Thirteen (13),
14 Line Twenty-Four (24), with the number “5.2” and ending on Page Fifteen (15), Line Four (4) with the
15 word “notice” be deleted in its entirety and the following inserted in its place:

16 “5.2 Termination

17 This Agreement may be terminated with prior written notice by either party as follows:

18 5.2.1 If terminated by PROVIDER(S), termination shall require sixty (60) days advance
19 written notice of intent to terminate (with allowance for appropriate clinical transition of Members prior
20 to termination of services), transmitted by PROVIDER(S) to COUNTY by Certified U.S. Mail, Return
21 Receipt Requested, addressed to the office of COUNTY as follows:

22 Director (or designee)
23 Department of Behavioral Health/Managed Care
24 P. O. Box 45003
Fresno, CA 93718-9886

25 5.2.2 By the COUNTY

26 A. Non-Allocation of Funds - The terms of this Agreement, and the services
27 to be provided thereunder, are contingent on the approval of funds by the appropriating government
28 agency. Should sufficient funds not be allocated, the services provided may be modified, or this

1 Agreement terminated at any time by COUNTY giving the PROVIDER(S) sixty (60) days advance
2 written notice.

3 B. Breach of Contract - The COUNTY may immediately suspend or
4 terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 5 1) An illegal or improper use of funds;
- 6 2) A failure to comply with any term of this Agreement;
- 7 3) A substantially incorrect or incomplete report submitted to
8 COUNTY;
- 9 4) Improperly performed service.

10 In no event shall any payment by the COUNTY constitute a waiver by the
11 COUNTY of any breach of this Agreement or any default which may then exist on the part of the
12 PROVIDER(S). Neither shall such payment impair or prejudice any remedy available to the COUNTY
13 with respect to the breach or default. The COUNTY shall have the right to demand of the
14 PROVIDER(S) the repayment to the COUNTY of any funds disbursed to the PROVIDER(S) under this
15 Agreement, which were not expended in accordance with the terms of this Agreement. The
16 PROVIDER(S) shall promptly refund any such funds upon demand or at COUNTY's option, such
17 repayment shall be deducted from future payments owing to PROVIDER(S) under this Agreement."

18 3. That all references in the existing COUNTY Agreement No. 10-674 to "Revised Exhibit
19 C" be changed to read "Revised Exhibit C-1" where appropriate, attached hereto and incorporated
20 herein by this reference.

21 4. COUNTY and CONTRACTORS agree that this Amendment III is sufficient to amend
22 the Agreement; and that upon execution of this Amendment III, the Agreement, Amendment I,
23 Amendment II, and Amendment III together shall be considered the Agreement.

24 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
25 covenants, conditions and promises contained in the Agreement, and not amended herein, shall remain
26 in full force and effect. This Amendment III shall become effective July 11, 2017.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to Agreement
2 as of the day and year first hereinabove written.
3

4 ATTEST:

5 CONTRACTOR(S):

COUNTY OF FRESNO

6
7 PLEASE SEE SIGNATURE
8 PAGES ATTACHED

9 By 
Chairman, Board of Supervisors

10
11 Date: 7-11-17

12
13 BERNICE E. SEIDEL, Clerk
14 Board of Supervisors

15
16 By: Susan Bishop
17 Deputy

18
19 PLEASE SEE ADDITIONAL
20 SIGNATURE PAGES ATTACHED
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26
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28

1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By  _____

5
6 APPROVED AS TO ACCOUNTING FORM:
7 OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR

9 By  _____

10
11 REVIEWED AND RECOMMENDED FOR
12 APPROVAL:

13
14 By  _____

15 Dawan Utecht, Director
16 Department of Behavioral Health
17

18 Fund/Subclass: 0001/10000
19 Organization: 5630
20 Account/Program: 7295/0
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24
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1 **DR. JOHN L. SCHAEFFER, INC., A PROFESSIONAL MEDICAL CORPORATION, D.B.A.**
2 **CALIFORNIA TELEPSYCHIATRISTS**

3
4
5 By _____

6
7 Print Name _____

8 Title _____

Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

11
12
13
14 By _____

15
16 Print Name _____

17
18 Title _____

Secretary of Corporation, or
Any Assistant Secretary, or
Chief Financial Officer, or
Any Assistant Treasurer

22
23
24 Mailing Address:

25 101 California Street, Suite 2710
26 San Francisco, CA 94111
27 (916) 320-4422
28 Contact: Dr. John L. Schaeffer

SCHEDULE OF SERVICES

Provider Name:

Dr. John L. Schaeffer, Inc., A Professional
Medical Corporation DBA California Telepsychiatrists

Provider Type:

Group

Days and Time of Coverage by Program:

Adult Outpatient Services

Monday through Friday (8:00am to 5:00pm)

Children's Outpatient Services

Monday through Friday (8:00am to 5:00pm)

Older Adult Services

Monday through Friday (8:00am to 5:00pm)

Perinatal Program Services

Monday through Friday (8:00am to 5:00pm)

Conservatorship Team

Monday through Friday (8:00 am to 5:00 pm)

Maximum Total Hours Authorized per Week = 196 hrs/week

SCHEDULE OF SERVICES
FY 2016-17 thru FY 2017-18

Provider Name:

Dr. John L. Schaeffer, Inc., A Professional
Medical Corporation DBA California Telepsychiatrists

Provider Type:

Group

Days and Time of Coverage by Program:

Adult Outpatient Services

Monday through Friday (8:00am to 5:00pm)

Children's Outpatient Services

Monday through Friday (8:00am to 5:00pm)

Older Adult Services

Monday through Friday (8:00am to 5:00pm)

Perinatal Program Services

Monday through Friday (8:00am to 5:00pm)

Conservatorship Team

Monday through Friday (8:00 am to 5:00 pm)

Maximum Total Hours Authorized per Week = 284 hrs/week

SCHEDULE OF SERVICES
FY 2017-18 thru FY 2018-19

Provider Name:

Dr. John L. Schaeffer, Inc., A Professional
Medical Corporation DBA California Telepsychiatrists

Provider Type:

Group

Days and Time of Coverage by Program:

Adult Outpatient Services

Monday through Friday (8:00am to 5:00pm)

Children's Outpatient Services

Monday through Friday (8:00am to 5:00pm)

Older Adult Services

Monday through Friday (8:00am to 5:00pm)

Perinatal Program Services

Monday through Friday (8:00am to 5:00pm)

Conservatorship Team

Monday through Friday (8:00 am to 5:00 pm)

Maximum Total Hours Authorized per Week = 500 hrs/week