



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-20010644  
FOR  
BEHAVIORAL HEALTH TRAINING SERVICES**

This Amendment ("Amendment No. 3") to Contract No. MA-042-20010644 for Behavioral Health Training Services is made and entered into on July 1, 2022 ("Effective Date") between Western Youth Services ("Contractor"), with a place of business at 23461 S. Point Dr. Suite 220, Laguna Hills, CA 92653, 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-042-20010644 for Behavioral Health Training Services, effective December 1, 2019 through June 30, 2022, in an amount not to exceed \$1,470,833 ("Contract"); and

**WHEREAS**, the Parties executed Amendment No. 1 to add Federal Emergency Management Agency (FEMA) provisions to Contract for COVID-19 related needs for the term of July 1, 2020 through December 30, 2020, to allow invoicing for COVID-19 related expenditures; and

**WHEREAS**, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract and to exercise the contingency contract cost increase to increase the Period Three Maximum Obligation by \$37,083 from \$550,000 to \$587,083, for a revised cumulative contract total amount not to exceed \$1,507,916; and

**WHEREAS**, the Parties now desire to enter into this Amendment No. 3 to amend Exhibit A of the Contract and to renew the Contract for one year 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 term of one (1) year, effective July 1, 2022, through June 30, 2023, in an amount not to exceed \$675,000 for this renewal term, for a revised cumulative contract total amount not to exceed \$2,182,916, renewable for one additional one-year term.
2. Page 4, Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

**"Term:** December 1, 2019, through June 30, 2023

Period One means the period from December 1, 2019 through June 30, 2020

Period Two means the period from July 1, 2020 through June 30, 2021

Period Three means the period from July 1, 2021 through June 30, 2022

Period Four means the period from July 1, 2022 through June 30, 2023

**Amount Not to Exceed:**

Period One Amount Not to Exceed:	\$ 370,833
Period Two Amount Not to Exceed:	550,000
Period Three Amount Not to Exceed:	587,083
Period Four Amount Not to Exceed:	<u>675,000</u>
TOTAL AMOUNT NOT TO EXCEED:	\$ 2,182,916"

3. All references in the Contract to the term "Maximum Obligation" shall be deleted and replaced with the term "Amount Not to Exceed".
4. Exhibit A, 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 of this Exhibit A to the Agreement 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.

	<u>PERIOD FOUR</u>
ADMINISTRATIVE COSTS	
Indirect Costs	\$ 63,011
SUBTOTAL ADMINISTRATIVE COSTS	\$ 63,011
PROGRAM COST	
Salaries	\$ 221,703
Benefits	28,154
Services & Supplies	50,811
Subcontracts	311,321
SUBTOTAL PROGRAM COSTS	\$ 611,989
TOTAL GROSS COSTS	\$ 675,000
REVENUE	
MHSA	\$ 675,000
TOTAL REVENUE	\$ 675,000
TOTAL AMOUNT NOT TO EXCEED	\$ 675,000"

5. Exhibit A, Paragraph III. Payments, subparagraph A. (not including subparagraphs A.1, A.2 or A.3), of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$52,976 per month for Period One, \$45,833 per month for Period Two, \$48,923 per month for Period Three, and \$56,250 per month for Period Four. All payments are interim payments only and are 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, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the total of such payments does not exceed COUNTY’s Amount Not to Exceed for each period as specified in the Referenced Contract provisions of the Agreement and, provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid.”

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

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

Staff	FTE
Associate Clinical Director	0.05
Master Trainer	0.30
Trainer(s)	0.75
Training Coordinator	1.00
Administrative Assistant	1.00
Program Director	0.50
<b>Total</b>	<b>3.60</b>

7. Exhibit A, Paragraph V. Services, subparagraph D., of the Contract is deleted in its entirety and replaced with the following:

“D. UNITS OF SERVICE

CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:

TRAINING PROVIDER MINIMUM EXPECTATIONS	
Provider	Minimum Number of Trainings
Western Youth Services – In person	120
Western Youth Services - Online	30
OMID Multicultural Institute for Development	50
Seneca Family of Agencies	70
National Alliance on Mental Illness (NAMI-OC)	102

Child Guidance Center, Inc.	58
Multi-Ethnic Collaborative of Community Agencies (MECCA)	46
<b>Total Trainings</b>	<b>476</b>

<b>MINIMUM NUMBER OF TRAININGS</b>				
	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR
Minimum number of participants trained	2,790	9,520	9,520	9,520
Minimum number of trainings	279	476	476	476
Participant Satisfaction	Minimum of 80% will be satisfied with services			

CONTRACTOR shall be responsible for monthly data reporting of all aspects of this contract, including services provided by each subcontractor.”

This Amendment No. 3 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. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, 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, the 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: WESTERN YOUTH SERVICES**

Lorry Leigh Belhumeur

CEO

Print Name

DocuSigned by:

5B969BD073C74CF...  
Signature

Title

2/8/2022

Date

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**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name

Deputy Purchasing Agent

Title

Signature

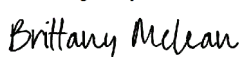
Date

**APPROVED AS TO FORM**Office of the County Counsel  
Orange County, California

Brittany McLean

Print Name

DocuSigned by:

9713A4061D4343D...  
Signature

Deputy County Counsel

Title

2/9/2022

Date