



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-18011851  
FOR  
CHILDREN AND TRANSITIONAL AGE YOUTH FULL SERVICE  
PARTNERSHIP/WRAPAROUND SERVICES FOR CO-OCCURRING DISORDERS**

This Amendment ("Amendment No. 3") to Contract No. MA-042-18011851 for Children and Transitional Age Youth Full Service Partnership/Wraparound Services for Co-Occurring Disorders is made and entered into on July 1, 2021 ("Effective Date") between Children's Hospital of Orange County dba CHOC Children's ("Contractor"), with a place of business at 1201 West La Veta Ave., Orange, CA 92868, 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. 5th St., Ste. 600, 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-042-18011851 ("Contract") for Children and Transitional Age Youth Full Service Partnership/Wraparound Services for Co-Occurring Disorders, effective May 1, 2018 through June 30, 2020, in an amount not to exceed \$5,652,581, renewable for two additional one-year terms; and

WHEREAS, the Parties executed Amendment No. 1 to amend Paragraph IV. and Exhibit A of the Contract and to renew the Contract for one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$2,515,307 for the renewal term, for a revised cumulative total amount not to exceed \$8,167,888; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract to make a units of service correction with no resulting increase to the Contract's amount not to exceed; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to amend Paragraph IV. and 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, 2021 through June 30, 2022, in an amount not to exceed \$2,515,307 for this renewal term, for a revised cumulative total amount not to exceed \$10,683,195; on the amended terms and conditions.
2. Page 4, Referenced Contract Provisions, Term Provisions, of the Contract are deleted in their entirety and replaced with the following:

**"Term:** May 1, 2018 through June 30, 2022

Period One means the period from May 1, 2018 through June 30, 2018

Period Two means the period from July 1, 2018 through June 30, 2019

Period Three means the period from July 1, 2019 through June 30, 2020

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

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

**Amount Not To Exceed:**

Period One Amount Not To Exceed:	\$ 372,368
Period Two Amount Not To Exceed:	2,764,906
Period Three Amount Not To Exceed:	2,515,307
Period Four Amount Not To Exceed:	2,515,307
Period Five Amount Not To Exceed:	<u>2,515,307</u>
TOTAL AMOUNT NOT TO EXCEED:	\$10,683,195"

3. Paragraph IV. Cost Report, subparagraph A. of the Contract, is deleted in its entirety and replaced with the following:

"A. CONTRACTOR shall submit a separate individual and/or consolidated Cost Report for Period One, Period Two, Period Three, Period Four and Period Five, or for a portion therefore, 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 ADMINSTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report."

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 in this Exhibit A to the Contract and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>FOUR</u>	<u>FIVE</u>	
ADMINISTRATIVE COST						
Indirect	\$ 0	\$ 229,877	\$ 229,877	\$229,911	\$229,911	\$ 919,576
SUBTOTAL	\$ 0	\$ 229,877	\$ 229,877	\$229,911	\$229,911	\$ 919,576
ADMINISTRATIVE COST						
PROGRAM COST						
Salaries	\$ 0	\$1,249,934	\$1,249,934	\$1,270,170	\$1,318,788	\$5,088,826
Benefits	0	315,474	315,474	355,180	350,808	1,336,936
Services and Supplies	0	340,022	340,022	280,046	257,312	1,217,402
Flexible Funds	<u>0</u>	<u>380,000</u>	<u>380,000</u>	<u>380,000</u>	<u>358,488</u>	<u>1,498,488</u>
SUBTOTAL PROGRAM	0	\$2,285,430	\$2,285,430	2,285,396	2,285,396	\$9,141,652
PROGRAM COST						
Start-up/Ramp-up	\$372,368	\$ 249,599	\$ 0	\$ 0	\$ 0	\$ 621,967
TOTAL GROSS COST	\$372,368	\$2,764,906	\$2,515,307	\$2,515,307	\$2,515,307	\$10,683,195
REVENUE						
MHSA	\$372,368	\$2,387,610	\$2,138,011	\$2,138,011	\$2,138,011	\$9,174,011
Federal Medi-Cal	\$ 0	<u>377,296</u>	<u>377,296</u>	<u>377,296</u>	<u>377,296</u>	<u>1,509,184</u>
TOTAL REVENUE	\$372,368	\$2,764,906	\$2,515,307	\$2,515,307	\$2,515,307	\$10,683,195
TOTAL AMOUNT NOT TO EXCEED	\$372,368	\$2,764,906	\$2,515,307	\$2,515,307	\$2,515,307	\$10,683,195"

5. Exhibit A, Paragraph III. Payments, subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amounts of \$186,184 per month for Period One, \$230,409 for Period Two, \$209,609 for Period Three, and \$209,608 for Period Four and for Period Five, as specified in the Referenced Contract Provisions of the Contract. 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 the services, provided, however, the total of such payments does not exceed the COUNTY’s Maximum Obligation as specified 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.”

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 Contract. One (1) FTE shall be equal to an average of forty (40) hours of work per week to provide mental health crisis services for children and youth.

	<u>Total</u>
<b>PROGRAM NON-DSH PRODUCING</b>	<u>FTEs</u>
Program Director	0.30
Administrative Director	0.75
Administrative Assistant/Billing	1.00
Billing Representative	1.00
Data Analyst	0.75
QA/Biller	<u>1.00</u>
	4.80
<b>PROGRAM DSH PRODUCING</b>	
Clinical Director	0.60
Case Management Supervisor	2.00
Social Worker	1.00
Parent Partner	1.00
Peer/Youth Mentor	1.00
Administrative Director	0.25
Personal Service Coordinator	10.00
Psychiatrist	<u>0.05</u>
	15.90
<b>TOTAL PROGRAM FTEs</b>	<b>20.70”</b>

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 that of either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of 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: Children’s Hospital of Orange County dba CHOC Children’s**

kerri Ruppert Schiller	Executive Vice President & Chief Financial Officer
Print Name	Title
 <small>EA733E343C8A473...</small>	1/21/2021
	Date

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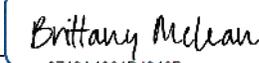
**County of Orange**, a political subdivision of the State of California

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
 <small>9713A4081D4343D...</small>	1/21/2021
	Date