



AMENDMENT NO. 12
TO
CONTRACT NO. MA-042-20011354
FOR
COLLABORATIVE COURTS FULL SERVICE PARTNERSHIP SERVICES

This Amendment ("Amendment No. 12") to Contract No. MA-042-20011354 for Collaborative Courts Full Service Partnership Services is made and entered into on ~~September 10, 2022~~ July 1, 2023 ("Effective Date") between ~~WAYMAKERS~~ Waymakers ("Contractor"), with a place of business at 1221 East Dyer Road, Suite 120, Santa Ana, CA 92705, 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-042-20011354 for Collaborative Courts Full Service Partnership Services, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$10,090,605 ("Contract"); and

~~WHEREAS, the Parties executed Amendment No. 1 to increase the Period Three Amount Not To Exceed Amount by amount by \$866,669 from \$3,363,535 to \$4,230,204, and for a revised cumulative total amount not to exceed amount of \$10,957,274, renewable for two additional one-year terms (and to amend Exhibit A of the Contract);~~ and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to renew the Contract for a two-year term and to amend Exhibit A of the Contract to make budget line items and payment changes.

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

1. The Contract is renewed for a term of two (2) years, effective July 1, 2023 through June 30, 2025, in an amount not to exceed \$8,460,408 for this renewal term, for a revised cumulative total amount not to exceed \$19,417,682; on the amended terms and conditions.
- 1.2. Referenced Contract Provisions, ~~Not to Exceed Amount~~ Term provision and Maximum Obligation provision, of the Contract ~~is~~ are deleted in ~~its~~ their entirety and replaced with the following:

“Term: July 1, 2020 through June 30, 2025

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

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

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

Period Four means the period from July 1, 2023 through June 30, 2024

Period Five means the period from July 1, 2024 through June 30, 2025

Amount Not To Exceed:

Period One Amount Not to Exceed:	\$ 3,363,535
Period Two Amount Not to Exceed:	3,363,535
Period Three Amount Not to Exceed:	4,230,204
Period Four Amount Not to Exceed:	4,230,204
Period Five Amount Not to Exceed:	4,230,204
TOTAL AMOUNT NOT TO EXCEED:	\$10,957,274 19,417,682

3. All references to "Maximum Obligation" in the Contract are replaced with "Amount Not to Exceed."

2.4. 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 ~~Contract~~ agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>TERM</u> <u>PERIOD</u> <u>ONE</u>	<u>TERM</u> <u>PERIOD</u> <u>TWO</u>	<u>TERM</u> <u>PERIOD</u> <u>THREE</u>	<u>PERIOD</u> <u>FOUR</u>	<u>PERIOD</u> <u>FIVE</u>	<u>TOTAL</u>
ADMINISTRATIVE COST						
Indirect Costs	\$ 280,091	\$ 280,091	\$ 365,947	\$ 926,129	\$ 369,536	\$ 1,665,201
				369,536		
SUBTOTAL	\$ 280,091	\$ 280,091	\$ 365,947	\$ 926,129	\$ 369,536	\$ 1,665,201
ADMINISTRATIVE COST				369,536		
PROGRAM COST						
Salaries	\$1,692,417	\$1,692,417	\$2,507,497	\$ 5,892,331	\$2,552,869	\$10,998,069
				2,552,869		
Benefits	430,346	430,346	587,491	1,448,183	557,422	2,563,027
				57,422		
Services and Supplies	685,161	685,161	489,589	1,859,911	470,697	2,801,305
				70,697		
Subcontractor	39,520	39,520	43,680	122,720	43,680	210,080
				680		
Flexible Funds	236,000	236,000	236,000	708	236,000	1,180,000
				236,000		

SUBTOTAL	\$3,083,444	\$	\$	10,031,145	\$3,860,668	\$17,752,481
PROGRAM COST		3,083,444	3,864,257	\$3,860,668		
TOTAL GROSS COST	\$3,363,535	\$	\$	\$	\$4,230,204	\$19,417,682
		3,363,535	4,230,204	10,957,274		
				<u>4,230,204</u>		
REVENUE						
FFP Medi-Cal	\$ 524,979	\$ 524,979	\$ 524,979	\$	\$676,833	\$2,928,603
				1,574,937		
				<u>76,833</u>		
MHSA	<u>2,838,556</u>	<u>2,838,556</u>	<u>3,705,225</u>	9,382,337	\$3,553,371	\$16,489,079
				<u>3,553,371</u>		
TOTAL REVENUE	\$3,363,535	\$3,363,535	\$4,230,204	10,957,27	\$4,230,204	\$19,417,682
				<u>4,230,204</u>		
TOTAL MAXIMUM	\$3,363,535	\$3,363,535	\$4,230,204	10,957,27	\$4,230,204	\$19,417,682
OBLIGATION AMOUNT				4,230,204		
NOT TO EXCEED				<u>4,230,204</u>		

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

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, ~~for Period One and Period Two~~ at the provisional amount of \$280,294 per month, ~~for Period One and Period Two and Period Three~~ at the provisional amount of \$352,517 per month for Period Three, Period Four, and 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 the services hereunder; provided, however, the total of such payments does not exceed COUNTY’s Total Amount Not to Exceed as specified in the Referenced Contract Provisions of the Contract and, provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and 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.”

4.6. 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 Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

DIRECT PROGRAM	FTE
Chief Program Officer of Youth Development	0. 35 <u>40</u>
Licensed Program Director	1.00
Facility Supervisor	0.25
Information and Referral Specialist	0.25
Quality Assurance Supervisor	1.00

Quality Assurance Specialist	1.00
Data Analyst	1.00
Office Specialist	<u>0.65</u>
SUBTOTAL DIRECT PROGRAM	5.50 <u>55</u>
PROGRAM DSH PRODUCING	<u>FTE</u>
Licensed Assistant Program Director	1.00
Licensed Clinical Supervisor/ Licensed Assistant Program Director	1.00
Licensed Clinician/Counselor III/Associate Clinician/ Counselor II	6.00
Associate FSP Supervisor/ Counselor II	3 4.00
Licensed Associate FSP Supervisor/Clinician/ Counselor III	4 6.00
Transition Coordinator	8.00
Service Coordinator	8.00
Peer Support Partner	4.00
Career and Education Specialist	1.00
Overtime for Non-Exempt Staff Peer Support Partner	0.05 1.00
<u>Service Coordinator</u>	<u>8.00</u>
<u>Transition Coordinator</u>	<u>8.00</u>
Subcontractor	<u>0.10</u>
SUBTOTAL DSH PRODUCING	30.45 <u>10</u>
TOTAL FTEs	35.65"

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

"N. WORKLOAD STANDARDS - CONTRACTOR understands and agrees that at any given time the standards referenced below are minimum standards and shall make every effort to exceed these minimums.

1. One DSH shall be equal to sixty (60) minutes of direct Client service.
2. CONTRACTOR shall provide a minimum of twenty-nine thousand ~~one~~five hundred ~~twenty~~ (29,400520) hours of mental health, case management, crisis intervention, and other support services and is inclusive of both billable and non-billable services, including one hundred ~~and~~ twenty (120) medication units.
3. CONTRACTOR shall provide a minimum of 25% billable DSH/seven thousand ~~two~~three hundred ~~seventy five~~eighty (7,275380) DSH and 75% non-billable DSH/twenty ~~one~~two thousand ~~eight~~one hundred ~~twenty five~~ (21,825forty (22,140) DSH for the duration of this Contract, unless otherwise approved by ~~ADMINISTRATOR~~ADMINISTRATOR.
4. CONTRACTOR shall, at a minimum, provide the following DSH per month per FTE:
 - a. Licensed Assistant Program Director shall provide forty (40) DSH per month or four hundred eighty (480) DSH annually during the term of the Contract.
 - b. Licensed Clinical Supervisor ~~—~~ / Licensed Assistant Program Director shall provide forty (40) DSH per month or four hundred eighty (480) DSH annually during the term of the Contract.
 - c. ~~Licensed Clinician/Counselor III shall provide one hundred (100) DSH per month or one thousand two hundred (1,200) DSH annually during the term of~~

~~the Contract.~~

~~d. Associate FSP Supervisor/ Counselor II shall provide sixty (60) DSH per month or seven hundred twenty (720) DSH annually during the term of the Contract.~~

~~e. Licensed Associate FSP Supervisor/ Counselor III shall provide sixty (60) DSH per month or seven hundred twenty (720) DSH annually during the term of the Contract.~~

~~d. Associate Clinician/ f. Associate Clinician/ Counselor II shall provide one hundred (100) DSH per month or one thousand two hundred (1,200) DSH annually during the term of the Contract.~~

~~g. e. Transition Coordinator shall provide eighty five (85) DSH per month or one thousand twenty (1,020) DSH annually during the term of the Contract.~~

~~h. Service Coordinator shall provide eighty five (85) DSH per month or one thousand twenty (1,020) DSH annually during the term of the Contract.~~

~~i. Peer Support Partner shall provide fifty (50) DSH per month or six hundred (600) DSH annually during the term of the Contract.~~

~~j. Career and Education Specialist shall provide eighty-five (85) DSH per month or one thousand twenty (1,020) DSH annually during the term of the Contract.~~

~~f. Peer Support Partner shall provide eight-five (85) DSH per month or one thousand twenty (1,020) DSH annually during the term of the Contract.~~

~~g. Service Coordinator shall provide eighty-five (85) DSH per month or one thousand twenty (1,020) DSH annually during the term of the Contract.~~

~~h. Transition Coordinator shall provide eighty-five (85) DSH per month or one thousand twenty (1,020) DSH annually during the term of the Contract.~~

5. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum.

6. CONTRACTOR shall maintain an ongoing minimum caseload of one hundred sixty (160) unduplicated Clients/Client families throughout the term of the Contract, unless otherwise approved by ADMINISTRATOR.

7. CONTRACTOR shall provide a minimum of six thousand seven hundred (6,700) Face-to-Face Contacts with Clients/Client families per year for FSP services.

8. CONTRACTOR shall ensure a Face-to-Face Contact weekly for every Client and/or their family admitted to the program, unless written exception is granted by ADMINISTRATOR.

9. CONTRACTOR shall ~~provide Face-to-Face Contact~~ offer an appointment within three (3) business days of Client's Referral for services.

10. STUDENT INTERNS

a. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

1) CONTRACTOR shall meet minimum requirements for supervision of each Student Intern as required by the State Licensing Board and/or school program descriptions or work contracts.

2) Student Intern services shall not comprise more than twenty percent (20%) of total services provided.

b. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each Student Intern providing Mental Health Services and one (1) hour of supervision for each ten (10) hours of treatment for Student Interns providing

substance abuse services. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.”

This Amendment No. 42 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2, Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 42 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 42 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. ~~1~~². 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: WAYMAKERS

Print Name

Title

Signature

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

Print Name

Deputy County Counsel
Title

Signature

Date