



**AMENDMENT NO. 10
TO
CONTRACT NO. MA-042-20010886
FOR
EARLY CHILDHOOD AND YOUTH MENTAL HEALTH CONSULTATION SERVICES**

This Amendment No. 10 to Contract No. MA-042-20010886 for Early Childhood and Youth Mental Health Consultation Services is made and entered into on July 1, 2023 (“Effective Date”) between Charitable Ventures of Orange County (“Contractor”), with a place of business at 1505 E. 17th St., Ste. 101, 118, 219, and 221, 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-042-20010886 (“Contract”) for Early Childhood Mental Health Consultation Services, effective March 15, 2020 through June 30, 2022, in an amount not to exceed \$1,999,999, renewable for two additional one-year periods; and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract to modify the facility address that includes space to support the services for the period of May 11, 2020 through June 30, 2022; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract to modify the Budget paragraph for the period of March 15, 2020 through June 30, 2022; and

WHEREAS, the Parties executed Amendment No. 3 to increase the Period Three Maximum Obligation by \$140,302 from \$859,698 to \$1,000,000, for a revised cumulative Contract total amount not to exceed \$2,140,301, to cover the costs to expand services to a larger age group population, to revise Exhibit A of the Contract to reflect the expansion in services and increase in costs of the Contract, and to amend Paragraph XI. of the Contract; and

WHEREAS, the Parties executed Amendment No. 4 to increase the Period Three Maximum Obligation by \$1,000,000 from \$1,000,000 to \$2,000,000, for a revised cumulative Contract total amount not to exceed \$3,140,301, to cover the costs for early psychosis spectrum consultation services as a result of COVID-19 and to expand the services for a larger age group population, to amend Exhibit A to reflect the expansion in services and increase in costs of the Contract, and to change the name of the Contract from “Early Childhood Mental Health Consultation Services” to “Early Childhood and Youth Mental Health Consultation Services” to reflect the expansion in services; and

WHEREAS, the Parties executed Amendment No. 5 to amend Exhibit A of the Contract to modify the Budget paragraph for the period of January 10, 2021 through June 30, 2022; and

WHEREAS, the Parties executed Amendment No. 6 to amend Exhibit A of the Contract to modify the Budget and Services paragraphs for Early Psychosis Spectrum Consultation services for the period of March 28, 2021 through June 30, 2022; and

WHEREAS, the Parties executed Amendment No. 7 to amend Paragraph VI. and Exhibit A of the Contract and to renew the Contract for one year, effective July 1, 2022 through June 30, 2023, in an amount not to exceed \$2,000,000, for a revised cumulative contract total amount not to exceed \$5,140,301; and

WHEREAS, the Parties executed Amendment No. 8 to amend Exhibit A of the Contract to modify the Budget and Staffing paragraphs for the period of October 21, 2022 through June 30, 2023; and

WHEREAS, the Parties executed Amendment No. 9 to amend Exhibit A of the Contract to add service business hours and to modify the Budget and Staffing paragraphs for the period of December 16, 2022 through June 30, 2023; and

WHEREAS, the Parties now desire to enter into this Amendment No. 10 to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend Exhibit A of 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, 2023 through June 30, 2024, in an amount not to exceed \$2,300,000 for this renewal term, for a revised cumulative Contract total amount not to exceed \$7,440,301; on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

“Term: March 15, 2020 through June 30, 2024

Period One means the period from March 15, 2020 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

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

Maximum Obligation:

Period One Maximum Obligation:	\$ 280,603
Period Two Maximum Obligation:	859,698
Period Three Maximum Obligation:	2,000,000
Period Four Maximum Obligation:	2,000,000
Period Five Maximum Obligation:	<u>2,300,000</u>
TOTAL MAXIMUM OBLIGATION:	<u>\$ 7,440,301”</u>

3. 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 Agreement 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.

1. Early Childhood Services (ECS)

	<u>PERIOD</u>
	<u>FIVE</u>
ADMINISTRATIVE COST	
Indirect Costs	<u>\$ 128,000</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 128,000
PROGRAM COST	
Salaries	\$637,529
Benefits	111,692
Services and Supplies	<u>122,779</u>
SUBTOTAL PROGRAM COST	\$872,000
 TOTAL GROSS COST	 \$1,000,000
 REVENUE	
MHSA	<u>\$1,000,000</u>
TOTAL REVENUE	\$1,000,000
 MAXIMUM OBLIGATION	 \$1,000,000

2. Consultation Services Early Psychosis Spectrum (CSEPS)

	<u>PERIOD</u>
	<u>FIVE</u>
ADMINISTRATIVE COST	
Indirect Costs	<u>\$ 155,700</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 155,700
PROGRAM COST	
Salaries	\$694,884

Benefits	138,977
Services and Supplies	<u>310,439</u>
SUBTOTAL PROGRAM COST	\$1,144,300
TOTAL GROSS COST	\$1,300,000
REVENUE	
MHSA	<u>\$1,300,000</u>
TOTAL REVENUE	\$1,300,000
MAXIMUM OBLIGATION	\$1,300,000”

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

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, (1) the provisional amount of \$83,333 per month for ECS for Period Five and (2) the provisional amount of \$108,333 per month for CSEPS for Period Five, as specified in the Referenced Contract Provisions of the Agreement. All payments are interim payments only, and 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 hereunder; provided, however, the total of such payments does not exceed COUNTY’s Maximum Obligation 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 invoices for any month for which the provisional amount specified above has not been fully paid.”

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

“C. Units of Service

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

	Period Five
Childcare sites	115
ECE provider staff	500
Number of parents	5,000”

6. Exhibit A, Paragraph VI. Staffing for ECS, 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 Equivalent (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

DIRECT PROGRAM	<u>FTEs</u>
Program Manager	0.00
Training and Content Specialist	0.00
Director	0.80
Senior Early Childhood Mental Health Consultant	1.00
Early Childhood Mental Health Consultant	5.00
Subcontractor	<u>0.00</u>
DIRECT PROGRAM SUBTOTAL FTE's	6.80”

7. Exhibit A, Paragraph VII. Consultation Services for Early Psychosis Spectrum, subparagraph B.1., of the Contract is deleted in its entirety and replaced with the following:

“1. CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service for CSEPS. Metric a is the estimated number of youth and caregivers who complete the initial screener, a short self-report tool developed to identify youth at higher risk for psychosis. Metric b is the estimated number of youth who are given a secondary screener, which is a shortened version of the Structured Interview for Psychosis Risk Syndromes (SIPS) instrument, that is given by a trained assessor. Metric c is an estimated number of youth who scored high on the secondary screener (metric b) and who are given the full SIPS assessment and comprehensive report by the trained assessor. If the number of youth and caregivers initially screened in metrics a and b differs from the current estimated number, the resulting numbers in metric c may change.

Units of Service	Current Estimated #s
a. Primary Screener Completed by Youth and Caregivers	300
b. Secondary Screener Completed by Clinician	75
c-1. SIPS Assessment Completed by Clinician	45
c-2. Assessment Reports w/ Care Plan Recommendations	45
c-3. Youth identified as meeting criteria for an Early Psychosis Spectrum disorder	18

d. Youth Referrals to community behavioral health services	75
e. Consultations provided to healthcare providers	45
f. Outreach and training sessions with healthcare providers	25"

8. Exhibit A, Paragraph VIII. Staffing for CSEPS, 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 Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week. Clinical staff should possess relevant EPS subject matter expertise appropriate for their position.

PROGRAM	<u>FTEs</u>
Program Director	1.00
Lead Assessment Specialist	0.00
Assessment Specialist	0.00
Outreach & Referral Specialist	0.00
Consultation Specialist	0.00
Peer/Family Specialist	0.00
Administrative Support	1.00
Administrative Program Specialist	1.00
Clinical Trainee	0.00
Training & Content Specialist	0.00
Clinical Specialist	0.00
Screening and Resource Specialist	0.00
Project Specialist	0.00
Clinical Manager	1.00
Screening & Assessment Specialist	0.00
Resource Specialist	1.00
Operations Manager	1.00
Mental Health Clinician	2.00
Subcontractors	<u>0.00</u>
TOTAL FTEs	8.00"

This Amendment No. 10 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. 10 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 10 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 10 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 10. 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 bylaws demonstrating the legal authority of the signature to bind the company.

Contractor: CHARITABLE VENTURES OF ORANGE COUNTY

Ted Kim	Chief Financial officer
_____	_____
Print Name	Title
DocuSigned by:	
<i>Ted Kim</i>	3/17/2023
_____	_____
C7CBFFF9BF47455... 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

Brittany McLean	Deputy County Counsel
_____	_____
Print Name	Title
DocuSigned by:	
<i>Brittany McLean</i>	3/20/2023
_____	_____
9713A4061D4343D... Signature	Date