



**AMENDMENT NO. 4
TO
CONTRACT NO. MA-042-20011290
FOR
K-12 MENTAL HEALTH EDUCATIONAL SERVICES**

This Amendment (“Amendment No. 4”) to Contract No. MA-042-20011290 for K-12 Mental Health Educational Services is made and entered into on July 1, 2022 (“Effective Date”) between Orange County Superintendent of Schools aka Orange County Department of Education (“Contractor”), with a place of business at 200 Kalmus Drive, Costa Mesa, California 92626, 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 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-042-20011290 for K-12 Mental Health Educational Services, effective July 1, 2020 through June 30, 2022, in an amount not to exceed \$1,005,862 (“Contract”); and

WHEREAS, on September 15, 2020, 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, on February 1, 2021, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract to correct budget line item and staffing pattern with a zero dollar increase to the amount not to exceed; and

WHEREAS, on February 1, 2022, the Parties executed Amendment No. 3 to amend Exhibit of the Contract to correct budget line item with a zero dollar increase to the amount not to exceed; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to amend Paragraph VI. 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, 2022 through June 30, 2023, in an amount not to exceed \$502,931 for this renewal term, for a revised cumulative total amount not to exceed \$1,508,793; 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: July 1, 2020 through June 30, 2023

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

Amount Not To Exceed:

Period One Amount Not To Exceed:	\$ 502,931
Period Two Amount Not To Exceed:	502,931
Period Three Amount Not To Exceed:	<u>502,931</u>
 TOTAL AMOUNT NOT TO EXCEED:	 \$1,508,793”

3. All references in the Contract to “Maximum Obligation” shall be deleted and replaced with “Amount Not to Exceed”.
4. Paragraph VI. Cost Report, 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. CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion thereof, 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 a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.”

5. 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 ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
ADMINISTRATIVE COSTS			
Indirect Costs	<u>\$ 42,961</u>	<u>\$ 42,961</u>	<u>\$ 42,961</u>
SUBTOTAL	\$ 42,961	\$ 42,961	\$ 42,961
ADMINISTRATIVE COSTS PROGRAM COSTS			
Salaries	\$ 202,139	\$ 187,750	\$ 187,750
Benefits	100,525	93,992	93,992
Services and Supplies	<u>157,306</u>	<u>178,228</u>	<u>178,228</u>
SUBTOTAL PROGRAM COSTS	\$ 459,970	\$ 459,970	\$ 459,970
TOTAL GROSS COSTS	\$ 502,931	\$ 502,931	\$ 502,931
REVENUE			
MHSA	\$ 502,931	\$ 502,931	\$ 502,931
TOTAL REVENUE	\$ 502,931	\$ 502,931	\$ 502,931
AMOUNT NOT TO EXCEED	\$ 502,931	\$ 502,931	\$ 502,931”

6. 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, the provisional amount of \$41,910 per month for each Period, 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 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/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.”

7. Exhibit A, Paragraph V. Services, subparagraph C.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:

Proposed Services	Proposed UOS 2020-2021 <i>(annually)</i>	Proposed UOS 2021-2022 <i>(annually)</i>	Proposed UOS 2022-2023 <i>(annually)</i>
Peer-Led Campaigns	6 schools	6 schools	6 schools
Peer-Led Campaigns Students	60 unduplicated students	60 unduplicated students	60 unduplicated students
Directing Change Projects	5 schools	5 schools	5 schools
Directing Change Students	25 unduplicated students	25 unduplicated students	25 unduplicated students
Mental Health Awareness Activities	15 Schools/Youth Serving Organizations	15 Schools/Youth Serving Organizations	15 Schools/Youth Serving Organizations
Mental Health Awareness Activities Students	150 unduplicated students	150 unduplicated students	150 unduplicated students
Peer Influencer Workshops	15 Workshops	15 Workshops	15 Workshops
Peer Influencer Workshop Participants	500 students	500 students	500 students

This Amendment No. 4 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. 4, Amendment No. 3, Amendment No. 2, Amendment No. 1, and the Contract, the terms and conditions of this Amendment No. 4 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 4 remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4. 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: Orange County Superintendent of Schools aka Orange County Department of Education

Renee Hendrick

Associate Superintendent, Administrative Services

Print Name
DocuSigned by:
Renee Hendrick
433C6B901E77464...
Signature

Title
3/23/2022
Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name
Signature

Deputy Purchasing Agent
Title
Date

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

Brittany McLean

Deputy County Counsel

Print Name
DocuSigned by:
Brittany McLean
9713A4061D4343D...
Signature

Title
3/24/2022
Date