



**AMENDMENT NO. 4
TO
CONTRACT NO. MA-042-20011293
FOR
K-12 MENTAL HEALTH RESOURCE DEVELOPMENT SERVICES**

This Amendment (“Amendment No. 4”) to Contract No. MA-042-20011293 for K-12 Mental Health Resource Development Services is made and entered into on July 1, 2022 (“Effective Date”) between Center for Applied Research Solutions (“Contractor”), with a place of business at 4119 Alta Vista, Santa Rosa, CA 95404, 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-042-20011293 for K-12 Mental Health Resource Development Services, effective July 1, 2020 through June 30, 2022, in an amount not to exceed \$700,000 (“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 update Contractor’s place of business and services from “708 College Avenue, Santa Rosa, CA 95404” to “4119 Alta Vista, Santa Rosa, CA 95404”; and

WHEREAS, the Parties executed Amendment No. 3 to amend Exhibit A of the Contract to correct budget line items 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 \$350,000 for this renewal term, for a revised cumulative total amount not to exceed \$1,050,000; 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

Maximum Obligation:

Period One Maximum Obligation:	\$ 350,000
Period Two Maximum Obligation	350,000
Period Three Maximum Obligation:	<u>350,000</u>
TOTAL MAXIMUM OBLIGATION:	\$1,050,000”

3. 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.”

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 ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS				
Indirect Costs	<u>\$ 31,206</u>	<u>\$ 31,206</u>	<u>\$ 31,206</u>	<u>\$ 93,618</u>

SUBTOTAL ADMINISTRATIVE COSTS	\$ 31,206	\$ 31,206	\$ 31,206	\$ 93,618
PROGRAM COSTS				
Salaries	\$ 125,393	\$ 144,172	\$ 140,312	\$ 409,877
Benefits	60,502	69,563	67,701	197,766
Services and Supplies	71,899	69,059	74,781	215,739
Subcontractor	<u>61,000</u>	<u>36,000</u>	<u>36,000</u>	<u>133,000</u>
SUBTOTAL PROGRAM COSTS	\$ 318,794	\$ 318,794	\$ 318,794	\$ 956,382
TOTAL GROSS COSTS	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,050,000
REVENUE				
MHSA	<u>\$ 350,000</u>	<u>\$ 350,000</u>	<u>\$ 350,000</u>	<u>\$ 1,050,000</u>
TOTAL REVENUE	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,050,000
MAXIMUM OBLIGATION	\$ 350,000	\$ 350,000	\$ 350,000	\$1,050,000"

5. 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 \$29,166 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 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 IV. Reports of the Contract is deleted in its entirety and replaced with the following:

IV. REPORTS

A. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to

ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract. Any changes, modifications, or deviations to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract. Such reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include a projection narrative justifying the year-end projections. Year-End Projection Reports shall be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

B. STAFFING REPORT – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. CONTRACTOR's reports shall contain required information, and be on a form acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days following the end of the month being reported.

C. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth (20th) calendar day following the end of the month being reported.

D. Year-End Report – CONTRACTOR shall submit a Year-End Report to ADMINISTRATOR by July 31, 2023. The report shall include an Evaluation section which shall contain, but not be limited to, an analysis of the effectiveness of the strategies implemented toward reaching Outcome Measures and Units of Service, a discussion of successes, barriers encountered, and recommendations for future projects. CONTRACTOR shall use the report format provided by ADMINISTRATOR.

E. ADDITIONAL REPORTS - Upon ADMINISTRATOR’s request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Contract.”

7. Exhibit A, Paragraph V. Services, subparagraphs B.3. and B.4., of the Contract are deleted in their entirety and replaced with the following:

“3. RESOURCE DIRECTORY: CONTRACTOR shall maintain the web-based Resource Directory.

a. CONTRACTOR shall collaborate with the Chorus Team to align efforts with the launch of the OC Navigator under development.

4. NON-CLINICAL COMMUNITY-BASED PROVIDERS AND SERVICES:

CONTRACTOR shall identify and organize community-based organizations that provide wellness, after school, mental health and other services.

a. CONTRACTOR will work closely with ADMINISTRATOR to establish criteria for inclusion of non-clinical community-based providers and services.

b. CONTRACTOR will work closely with ADMINISTRATOR, Orange County schools, and school districts to identify current community provider relationships and promote access to these resources.

c. CONTRACTOR shall collaborate with the Chorus Team to promote the identified community-based organizations in the OC Navigator.”

8. 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:

	PERIOD ONE	PERIOD TWO	PERIOD THREE
Gaps and Needs Assessment (25-200 participants)	1	0	0
Kick-off meeting (minimum of 25 participants)	1	0	0

Resource Directory	1	On-going	On-going
Non-clinical community-based providers and services	N/A	N/A	60
PDF Resource Directories	3	On-going	0
Educational materials	6	6	8
Create branding materials (minimum of 200 participants involved in content creation)	0	0	0
Website mockup (minimum of 10 participants involved in website mockup)	0	0	0
Webinars	2	2	4
Presentations	6	6	2
Dissemination of marketing and promotional material	6	6	12
Videos	N/A	N/A	3"

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

“D. OUTCOME MEASURES

1. CONTRACTOR shall submit all evaluation instruments for measurement of outcomes to ADMINISTRATOR for review and approval.

2. CONTRACTOR shall complete data collection and tracking towards all objectives and evaluation impacts, which may include but is not limited to web-based analytics, and web-based data collection to track, for example, total website visitors, unique website visitors, total page view, and views of particular pages to track audience demographics such as landing pages for students, families or Spanish-speaking populations, event and technical assistance tracking, participant surveys, etc. and shall be mutually determined by CONTRACTOR and ADMINISTRATOR.

3. CONTRACTOR shall strive to meet the following outcome measure for their webinars and presentations:

a. On average, increase in knowledge of community mental health resources among students, families, and school staff.

b. On average, increase the likelihood of students, families, school staff, and

stakeholders in Orange County to access the community mental health resources.

c. On average, increase the likelihood of school staff and youth providers using community mental health resources to facilitate help-seeking behaviors with families and youth.

d. On average, increase student, family, and staff satisfaction with the information and recommendations about mental health resources and services in Orange County.

4. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data, which would be entered and analyzed for Participant’s level of satisfaction, program management, and quality improvement purposes. In addition, CONTRACTOR shall utilize any data collection systems for tracking Participant enrollment, demographics, trends, and service utilization.

5. CONTRACTOR shall develop a system to track and record the following demographics: number of individuals served based on age groups; race and ethnicity; primary language; culture such as Lesbian, Gay, Bisexual, Transgender, Intersex, and Questioning (LGBTIQ), veterans, and others such as hearing impaired.

6. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR, develop, modify, and incorporate different/additional outcome measurements, as approved by ADMINISTRATOR.

7. CONTRACTOR shall provide ADMINISTRATOR with monthly data reports, or as needed upon request of ADMINISTRATOR.

8. CONTRACTOR shall conduct on-going evaluations of the program and provide analysis to ADMINISTRATOR on a regular basis and in a format agreeable to ADMINISTRATOR.”

10. 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 Equivalent (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM	<u>FTEs</u>
Executive Director	0.01
Resource Development Director	0.16
Research Director	0.10

School and Community Liaison	0.21
Resource Coordinator	0.23
Website Developer	0.22
Multimedia and Distance Learning Specialist	0.08
Social Media Marketing Specialist	<u>0.07</u>
TOTAL FTEs	1.08"

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 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 4 shall 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 FOLLOWS

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: Center for Applied Research Solutions

Kerrilyn Scott-Nakai	Executive Director
_____	_____
DocuSigned by: <i>Kerrilyn Scott-Nakai</i> E73CB3F7921A44B...	Title
Signature	3/23/2022
_____	_____
	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
_____	_____
DocuSigned by: <i>Brittany McLean</i> 9713A4061D4343D...	Title
Signature	3/23/2022
_____	_____
	Date