



**AMENDMENT NO. 5
TO
CONTRACT NO. MA-042-20011291
FOR
K-12 MENTAL HEALTH COMMUNITY NETWORKING SERVICES**

This Amendment (“Amendment No. 5”) to Contract No. MA-042-20011291 for K-12 Mental Health Community Networking 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, Suite 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-042-20011291 for K-12 Mental Health Community Networking Services, effective July 1, 2020 through June 30, 2022, in an amount not to exceed \$849,984 (“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 amend Exhibit A of the Contract to correct budget line items and staffing patterns with a zero dollar increase to the amount not to exceed; and

WHEREAS, the Parties executed Amendment No. 3 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. 4 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. 5 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 \$424,992 for this renewal term, for a revised cumulative total amount not to exceed \$1,274,976; 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:	\$ 424,992
Period Two Maximum Obligation:	424,992
Period Three Maximum Obligation:	<u>424,992</u>
TOTAL MAXIMUM OBLIGATION:	\$1,274,976”

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.

PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
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ADMINISTRATIVE COSTS

Indirect Costs	\$ 27,280	\$ 14,682	\$ 14,682	\$ 56,644
SUBTOTAL	\$ 27,280	\$ 14,682	\$ 14,682	\$ 56,644
ADMINISTRATIVE COSTS				
PROGRAM COSTS				
Salaries	\$ 153,760	\$ 94,768	\$ 94,768	\$ 343,296
Benefits	74,190	45,726	45,726	165,642
Services and Supplies	25,562	8,191	8,191	41,944
Subcontractor	<u>144,200</u>	<u>261,625</u>	<u>261,625</u>	<u>667,450</u>
SUBTOTAL PROGRAM COSTS	\$ 397,712	\$ 410,310	\$ 410,310	\$1,218,332
TOTAL GROSS COSTS	\$ 424,992	\$ 424,992	\$ 424,992	\$1,274,976
REVENUE				
MHSA	\$ 424,992	\$ 424,992	\$ 424,992	\$1,274,976
TOTAL REVENUE	\$ 424,992	\$ 424,992	\$ 424,992	\$1,274,976
MAXIMUM OBLIGATION	\$ 424,992	\$ 424,992	\$ 424,992	\$1,274,976"

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 \$35,416 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, subparagraph B., of the Contract is deleted in its entirety and replaced with the following:

"B. K-12 MENTAL HEALTH COMMUNITY NETWORKING SERVICES

1. CONTRACTOR shall provide Community Networking services that seek to support and engage the school community at large, including but not limited to school staff, students and their family and caregivers to promote timely access to mental health programs to better student health needs. CONTRACTOR shall accomplish this by increasing knowledge of community resources, promote awareness about mental health issues, build resiliency and protective factors, reduce risk factors and stigma related to mental illness and enhance school, county and community partnerships, including but not limited to, conferences, forums, etc., in addressing the mental health needs in schools.

2. CONTRACTOR shall ensure that networking opportunities are provided to the target population at school locations and the community as appropriate.

3. PEER COMPONENT: CONTRACTOR shall ensure that service provisions at all levels shall include a peer component. CONTRACTOR shall identify and train peers who will actively outreach and engage program Participants.

4. SCHOOL AND COMMUNITY COLLABORATIONS: CONTRACTOR shall actively develop and maintain collaborations and integrate efforts among schools, community and county agencies to ensure comprehensive access to resources and services for K-12 students and their families. CONTRACTOR shall collaborate with school district leaders, school principals, teachers, support services staff, mental health coordinators, counselors, nurses, parent leaders, youth advisory leaders and youth-focused organizations especially those providing school-based mental health services. These must include organizations serving Lesbian Gay Bisexual Transgender Intersex and Questioning (LGBTIQ) youth and

youth and families representing the diverse populations of Orange County.

a. CONTRACTOR shall actively collaborate with service providers of the school-based K-12 Mental Health Training, Educational Activities, Resource Development and Community Networking projects to ensure that planning, marketing and implementation of all the above noted services is a coordinated effort.

5. COLLECTIVE IMPACT FRAMEWORK: CONTRACTOR shall adopt a collective impact framework to identify common goals, establish priorities and action items. This will be accomplished by identifying key stakeholders to maintain and/or expand a Steering Committee. CONTRACTOR shall convene a K-12 Steering Committee comprised of parents and school mental health leaders tasked with coordinating mental health services in their district schools from north, central, west and south Orange County and represent the geographic and cultural diversity of Orange County. The Steering Committee will provide guidance and expertise to plan a range of networking activities and ensure that the needs of all Orange County school districts are addressed. CONTRACTOR shall ensure that CONTRACTOR staff and Steering Committee are bi-cultural and bi-lingual.

a. Steering Committee: The Steering Committee will accomplish the following:

- 1) Establish and build consensus on a common goal that includes identifying priorities and actions to be taken to improve student mental health.
- 2) Maintain regular and consistent communication
- 3) Define structure, guiding principles, roles and responsibilities for Steering Committee members
- 4) Collaborate with community stakeholders
- 5) Plan networking opportunities and activities

6. COLLABORATIVE FOR COMMUNITY NETWORKING AND COALITION BUILDING: CONTRACTOR shall coordinate and facilitate a K-12 Collaborative for Community Networking. The Networking Collaborative will include a broad group of stakeholders from the schools, including but not limited to teachers, parents, students, community partners and organizations that work with schools. These may also include existing Coalitions for example, but not limited to, the Homeless Task Force, LGBTQ Coalition, coalitions established to address issues related to foster youth and others that are directly linked to the schools. The purpose of the Networking Collaborative will be coalition building among key stakeholders, creating networking opportunities, sharing information and resources, adding new stakeholders, and disseminating education to address school-based mental health needs and improving help-seeking behaviors.

a. CONTRACTOR shall facilitate community networking events/forums/meet-ups for the purposes of networking and shall ensure that networking opportunities are available for youth, their families and caregivers, school personnel and district leadership and community partners. These events will include 1) small-scale forums/events hosted by schools or community partners. CONTRACTOR shall ensure that networking opportunities at small-scale events/forums are available across school districts, 2) at least one large-scale event, for example a countywide Summit and/or a Conference(s) to engage audiences from the schools and the community at large. CONTRACTOR is responsible for planning, coordinating and implementing this event.

b. CONTRACTOR shall coordinate and facilitate monthly K-12 Networking Collaborative calls.

c. CONTRACTOR shall coordinate K-12 webinars for virtual networking. Topics will focus on student mental health and shall be marketed to the school community at large.

d. CONTRACTOR shall develop, promote and implement a calendar of networking opportunities, including the location of the events and forums, frequency and duration of the events.

e. CONTRACTOR shall distribute the Resource Directory and other behavioral health resources and materials, which may include but not be limited to brochures, pamphlets, handouts, and fact sheets to individuals, groups and organizations electronically or via hard copy, as appropriate.

f. CONTRACTOR shall develop and disseminate Community Networking and Resource Directory Promotion e-blasts.

g. CONTRACTOR shall ensure networking opportunities and events are distributed County-wide for inclusion of all schools and schools districts in Orange County.

h. CONTRACTOR shall establish a Memorandum of Understanding (MOU) with schools and school districts for the specified project, as needed.

i. CONTRACTOR shall reach out to individual schools and districts, including but not limited to networking and coalition building, coordinating outreach and marketing, interacting with district administrators, principals and school boards and coordinating MOUs whenever necessary.

7. CONTRACTOR shall make every reasonable effort to accommodate Participants' developmental, cultural and linguistic needs."

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
Project Team Planning Session	1	0	0
Minimum participants at Planning Session	15	0	0
Steering Committee	2	2	2
Minimum participants in Steering Committee	40	50	60
K-12 Networking Events/Forums/Meet-ups	10	10	14
Minimum participants in K-12 Networking Events/Meet-ups	250	250	250
K-12 Networking Calls	12	12	20
Minimum participants in K-12 Networking Calls	29	29	35
K12 Webinars	4	4	2
Minimum participants in K-12 Webinars	230	264	140
Community Networking and Resource Directory Promotion e-blasts	26	26	45
Minimum participants to be reached	220	242	1,400
Web-based analytics	5,720	6,292	7,500
Conference(s) (minimum)	1	1	1
Minimum participants at Conference	100	100	150”

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, event and technical assistance tracking, participant surveys.

3. CONTRACTOR shall strive to meet the following outcome measures for their program and applicable to the population being served:

a. On average, increase 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 evaluation of the program and provide analysis to ADMINISTRATOR on a regular basis and in a format agreeable to ADMINISTRATOR.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Contract."

This Amendment No. 5 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. 5 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 5 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 5 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5. 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
Print Name Title

DocuSigned by:
Kerrilyn Scott-Nakai _____ 3/23/2022
Signature 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
Title
DocuSigned by:
Brittany McLean _____ 3/23/2022
Signature Date
9713A4061D4343D...