

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county."

8. Exhibit A, Paragraph I. Common Terms and Definitions, subparagraphs A.8, A.24, and A.40-47, are deleted in their entirety and replaced with the following:

"8. DSH means Direct Services Hours and refers to a measure in minutes and portion of hours that a clinician spends providing services to Clients or significant others on behalf of Clients. DSH credit, both billable and non-billable minutes, is obtained by providing mental health, case management, medication support, and crisis intervention services to Clients open in Integrated Records and Information System (IRIS) which includes both billable and non-billable services."

"24. Notice Of Adverse Benefit Determination (NOABD) means a Medical requirement that informs the beneficiary that she/he is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOABD to all beneficiaries requesting an assessment for services and found not to meet the Medical Necessity criteria for specialty mental health services."

"40. Short-Term Residential Therapeutic Programs (STRTP) means a residential facility operated by a public agency or private organization and licensed by the California Department of Social Services pursuant to Section 1562.01 that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, and short-term 24-hour care and supervision to children with the aim of moving the youth to a less restrictive environment within six (6) months. The care and supervision provided by a short-term residential therapeutic program shall be nonmedical, except as otherwise permitted by law. Private short-term residential therapeutic programs shall be organized and operated on a nonprofit basis.

41. Student Intern means student(s) currently enrolled in an accredited graduate or undergraduate program and is/are accumulating supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable programs should include programs that will assist students in meeting the educational requirements to be a Licensed MFT, a Licensed CSW, a Licensed Clinical Psychologist, a Licensed PCC, or to obtain a Bachelor's degree. Individuals with graduate degrees and have two (2) years of full-time experience in a mental health setting, either post-degree or as part of the program leading to the graduate degree, are not considered as students.

42. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by the COUNTY to determine the appropriateness of the diagnosis and treatment plan for Clients, as well as to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic and/or director or designee.

43. Token means the security device which allows an end-user to access the ADMINISTRATOR’s computer based IRIS.

44. Uniform Method of Determining Ability to Pay (UMDAP) means the method used for determining the annual Client liability for mental health services received from the COUNTY’s mental health system and is set by the State of California.

45. Wraparound Orange County (WOC) means the wraparound program administered by the COUNTY SSA and is available to children and transitional age youth who are returning from or being considered for placement in group homes.

46. Wrap Supervisor means a licensed or licensed eligible individual who is responsible for supervising and training of Wraparound model integrity and documentation compliance, which includes monitoring, service utilization, reviewing monthly reports, Plan of Care (POC), Prevention and Safety Plans, and provide feedback to Care Coordinators, Parent Partners and Youth Partners. Also, it is preferred that the individual has at least one (1) year of experience treating children and Transitional Age Youth (TAY).

47. Youth Partner/Specialist means an individual who has a high school diploma, preferably a bachelor’s degree in human services or a related field, and has a background working with children and TAY. This individual is to provide consistent, reinforcing support to Clients by allowing opportunities for Clients to learn and practice social behavior, problem solving skills, and coping skills.”

- 9. 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 of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

PERIOD FOUR

ADMINISTRATIVE COSTS

«ADMIN_LINE_1»	\$ «ADMIN_LINE_1_SAL»
«ADMIN_LINE_2»	«ADMIN_LINE_2_BEN»
«ADMIN_LINE_3»	«ADMIN_LINE_3_SS»

«ADMIN_LINE_4»	«ADMIN_LINE_4_IC»
SUBTOTAL	\$ «ADMIN_SUB»
PROGRAM COSTS	
«PRGM_LINE_1»	\$ «PRGM_LINE_1_SAL»
«PRGM_LINE_2»	«PRGM_LINE_2_BEN»
«PRGM_LINE_3»	«PRGM_LINE_3_SS»
SUBTOTAL	\$ «PGM_SUB»
TOTAL GROSS COSTS	\$ «TG_COSTS»
REVENUE	
Federal Medi-Cal	\$ «FED_MC»
EPSDT (MH Realignment)	«STATE_EPSDT»
TOTAL HCA CONTRACT MAXIMUM OBLIGATION	\$ «HCA_MO»
SSA Matching Revenue	\$ «SSA_MATCH»
TOTAL COST SUBJECT TO REIMBURSEMENT	\$«RE_TTL_COST»

10. 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, for Period One, Period Two, Period Three, and Period Four at the provisional amount of \$«MO_ARREARS» per month. 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, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated 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.”

11. 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 FTEs continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours of work per week to provide behavioral health outpatient services for children and youth

“PROGRAM	FTEs
Regional Executive Director	«REG_EXEC_DIR»
Executive Director	«EXEC_DIR»

Executive Assistant	«EXEC_ASST»
Division Director	«DIV_DIR»
Administrative Assistant	«ADMIN_AST»
Office Manager	«OFF_MGR»
Billing Clerk/Quality Assurance	«BIL_QA»
Bookkeeper	«BKKPR»
Human Resource Director	«HR_DIR»
Human Resource Recruiter	«HR_RECRUIT»
Human Resource Coordinator	«HR_COORD»
Regional/Program Director	«REG_PGM_DIR»
Program Assistant	«PGM_ASST»
Care Coordinator	«CARE_COORD»
Care Coordinator-Bilingual	«CARE_COORD_BIL»
Case Assistant	«CASE_ASST»
Data Entry Clerk	«DE_CLK»
Health Information Specialist	«HLTH_INFO_SPEC»
Mental Health Clinician	«MH_CLINICIAN»
Parent Partner	«P_PTNR»
Parent Partner-Bilingual	«P_PTNR_BIL»
Quality Assurance Coordinator	«QA_COORD»
Quality Assurance Assistant	«QA_ASST»
Wraparound Supervisor	«WRAP_SUPV»
Wraparound Supervisor-Bilingual	«WRAP_SUPV_BIL»
Youth Partner	«Y_PTNR»
Youth Partner-Bilingual	«Y_PTNR_BIL»
TFCO Youth Partner	«TFCO_Y_PTNR»
TOTAL PROGRAM FTEs	«TOT_FTEs»”

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. 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: [Redacted]

Print Name Title

Signature Date

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

Brittany McLean

Deputy County Counsel

Print Name

Title

DocuSigned by:

3/24/2021

Brittany McLean

Signature 9713A4061D4343D...

Date