

# AMENDMENT NO. 1 TO CONTRACT NO. MA-042-21011159 FOR

## **Children and Transitional Age Youth**

## **Full Service Partnership/Wraparound Services**

This Amendment ("Amendment No. 1") to Contract No. MA-042-21011159 for Children and Transitional Age Youth Full Service Partnership/Wraparound Services is made and entered into on September 10, 2022 ("Effective Date") between Orange County Asian and Pacific Islander Community Alliance, Inc. ("Contractor"), with a place of business at 12919 Brookhurst, Suite 410, Garden Grove, CA 92840, 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-042-21011159 for Children and Transitional Age Youth Full Service Partnership/Wraparound Services, effective July 1, 2021 through June 30, 2024, in an amount not to exceed \$8,553,144, renewable for two additional one-year terms ("Contract"); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to increase the Period Two Not To Exceed Amount and the Period Three Not To Exceed Amount each by \$889,592 from \$2,851,048 to \$3,740,640, for a revised cumulative amount not to exceed \$10,332,328, and to modify Exhibit A of the Contract to make budget line items and payment changes.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. Referenced Contract Provisions, Not to Exceed Amount provision, of the Contract is deleted in its entirety and replaced with the following:

#### "Amount Not To Exceed:

Period One Amount Not To Exceed: \$ 2,851,048
Period Two Amount Not To Exceed: 3,740,640
Period Three Amount Not To Exceed: 3,740,640
TOTAL AMOUNT NOT TO EXCEED:\$10,332,328

- 2. 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.

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	Period One	Period Two	Period Three	TOTAL
ADMINISTRATIVE COST				
Administrative Salaries	\$ 142,813	\$ 189,488	\$ 189,488	\$ 521,789
Benefits	45,700	60,636	60,636	166,972
Professional Services	8,034	11,334	11,334	30,702
Indirect	12,000	17,000	17,000	46,000
SUBTOTAL ADMIN COST	\$ 208,547	\$ 278,459	\$ 278,459	\$ 765,465
PROGRAM COST				
Salaries	\$ 1,464,008	2,077,400	2,077,400	5,618,808
Benefits	297,666	477,782	477,782	1,253,230
Services and Supplies	300,312	316,484	316,484	933,280
Subcontracts	295,360	320,360	320,360	936,080
Flex Funds	285,155	<u>270,155</u>	270,155	825,465
SUBTOTAL PROGRAM COST	\$ 2,642,501	3,462,181	3,462,181	9,566,863
TOTAL GROSS COST	\$ 2,851,048	3,740,640	3,740,640	10,332,328
REVENUE				
Federal Medi-Cal	\$ 570,210	\$ 712,762	\$ 712,762	\$ 1,425,524
MHSA	2,280,838	3,027,878	3,027,878	8,336,594
TOTAL REVENUE	\$ 2,851,048	\$ 3,740,640	\$ 3,740,640	\$ 10,332,328
TOTAL AMOUNT NOT TO EXCEED	\$ 2,851,048	\$ 3,740,640	\$ 3,740,640	\$ 10,332,328"

3. Exhibit A, Paragraph III. Payments, subparagraph A. (but not including subparagraphs A.1. through 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 at the provisional amount of \$237,587 per month and for Period Two and Period Three at the provisional amount of \$311,720. 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 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 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."

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- 4. Exhibit A, Paragraph VI. Staffing, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:
- CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in "A. Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

ADMINISTRATION	<u>FTEs</u>
Executive Director	0.10
Director of Finance & Administration Services	0.40
Accounting Supervisor	0.40
Accountant	0.20
Senior Bookkeeper	0.40
Administrative Assistant	0.20
Human Resource Supervisor	0.20
SUBTOTAL ADMINISTRATION	1.90
DIRECT PROGRAM NON-DSH PRODUCING	
Program Director	1.00
Data Entry Specialist	4.00
Data Research Analyst	1.00
Site Supervisor	1.00
Quality Assurance II	0.50
Office Support	1.00
Program Manager	0.50
Data Entry Specialist	1.25
SUBTOTAL DIRECT PROGRAM NON-DSH PRODUCING	9.25
DIRECT PROGRAM DSH PRODUCING	
Clinical Director	1.00
Clinician I	2.50
Clinician II	1.50
Licensed Clinical/Rehab. Services Supervisor	1.00
Personal Service Coordinator I	8.00
Personal Services Coordinator II	1.00
Parent Partner I	1.00

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Parent Partner II	1.00
Intake Coordinator II	1.00
Rehabilitation Services Coordinator	1.00
Community Resource Coordinator	1.00
Psychiatrist	0.40
SUBTOTAL DIRECT PROGRAM	20.40
SUBCONTRACTORS	
Korean Community Services	4.00
SUBTOTAL SUBCONTRACTORS	4.00
TOTAL FTEs	35.55"

- 5. Exhibit A, Paragraph VI. Staffing, subparagraph N., of the Contract is deleted in its entirety and replaced with the following:
- "N. WORKLOAD STANDARDS CONTRACTOR understands and agrees that at any given time the standards referenced below are minimum standards, and shall make every effort to exceed these minimums.
  - 1. One (1) DSH shall be equal to sixty (60) minutes of direct Client service.
- 2. CONTRACTOR shall provide a minimum of twenty thousand nine hundred forty (20,940) Client related direct service hours (DSH), which shall include mental health, case management, Crisis Intervention, and other support services and is inclusive of both billable and non-billable services. Billable services shall be equal to minimum of twenty percent (20%) of total DSH for Period One or four thousand one hundred eighty-eight (4,188) billable DSH, twenty-two-point five percent (22.5%) of total DSH for Period Two or four thousand seven hundred twelve (4,712) billable DSH, and twenty-five percent (25%) of total DSH for Period Three or five thousand two hundred thirty-five (5,235) billable DSH.
- 3. CONTRACTOR shall, at a minimum, provide the following DSH per month per FTE:
- a. Clinician I/II shall provide one hundred (100) DSH per month or one thousand two hundred (1,200) DSH per year.
- b. Licensed Clinician/Rehab. Services Supervisor shall provide thirty (30) DSH per month or three hundred sixty (360) DSH per year.
- c. Personal Service Coordinator II shall provide sixty five (65) DSH per month or seven hundred eighty (780) DSH per year.
- d. Personal Service Coordinator I shall provide eighty five (85) DSH per month or one thousand twenty (1,020) DSH per year.
- e. Parent Partner I/II shall provide sixty (60) DSH per month or seven hundred twenty (720) DSH per year.
- f. Rehab Services and Community Resource Coordinators shall provide forty (40) DSH per month or four hundred eighty (480) DSH per year.
- g. Intake Coordinator shall provide sixty (60) DSH per month or seven hundred twenty (720) DSH per year.

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- h. Psychiatrist shall provide twenty-five (25) DSH per month or three hundred (300) DSH per year.
- 4. CONTRACTOR shall maintain an ongoing minimum caseload of one hundred six (106) Clients/Client families throughout the term of the Contract, unless otherwise approved by ADMINISTRATOR.
- 5. CONTRACTOR shall provide a minimum of four thousand two hundred (4,200) Face-to-Face Contacts with Clients/Client families per year for FSP/W services.
- 6. CONTRACTOR shall ensure a Face-to-Face Contact weekly for every Client and/or their family admitted to the program, unless written exception is granted by ADMINISTRATOR.
- 7. CONTRACTOR shall provide Face-to-Face Contact within three (3) business days of Client's Referral for services.
- 8. CONTRACTOR shall not refuse Client referrals who meet program criteria if any of CONTRACTOR's staff are below workload standards, as defined in the Staffing Paragraph of this Exhibit A to the Contract, unless otherwise approved by ADMINISTRATOR."

This Amendment No. 1 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1 remain in full force and effect.

#### SIGNATURE PAGE FOLLOWS

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#### **SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. 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 Asian and Pacific Islander Community Alliance, Inc.

Mary Anne Foo Executive Director Print Name DocuSigned by: Title by som o 7/7/2022 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 Massoud Shamel **Deputy County Counsel** Massoud Shame Brine Plante County Counsel Title 7/7/2022 assoud Shamel Date County of Orange, Health Care Agency Contract MA-042-21011159 Page 6 of 6 File Folder: C029748

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