



**AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-20010886
FOR
EARLY CHILDHOOD MENTAL HEALTH CONSULTATION SERVICES**

This Amendment No. 3 to Contract No. MA-042-20010886 for Early Childhood Mental Health Consultation Services is made and entered into on July 28, 2021 (“Effective Date”) between Charitable Ventures of Orange County (“Contractor”), with a place of business at 1505 E. 17th St., Ste. 101, 118, 219, and 221, Santa Ana, CA 92705, 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-042-20010886 (“Contract”) for Early Childhood Mental Health Consultation Services, effective March 15, 2020 through June 30, 2022, in an amount not to exceed \$1,999,999, renewable for two additional one-year periods; and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract to modify the facility address that includes space to support the services for the period of May 11, 2020 through June 30, 2022; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract to modify the Budget paragraph for the period of March 1, 2021 through June 30, 2022; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to increase the Period Three Maximum Obligation to cover the costs to expand services to a larger age group, to revise Exhibit A to reflect this expansion in services and increase in costs, and to amend Paragraph XI. of the Contract.

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

1. The Period Three Maximum Obligation is increased by \$140,302 from \$859,698 to \$1,000,000, for a revised cumulative Contract total amount not to exceed \$2,140,301.
2. Referenced Contract Provisions, Maximum Obligation provision, of the Contract is deleted in its entirety and replaced with the following:

“Maximum Obligation:

Period One Maximum Obligation:	\$ 280,603
Period Two Maximum Obligation:	859,698
Period Three Maximum Obligation:	1,000,000
TOTAL MAXIMUM OBLIGATION:	\$2,140,301”

3. Paragraph XI. Indemnification and Insurance of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR’s, its agents’, employees’ or subcontractors’ performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions

to which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Network Security & Privacy Liability	\$1,000,000 per claims -made
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.
2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

I. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
 - a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.
 - b. A primary non-contributing endorsement using ISO form CG 20 01 04 13 or a form at least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
 2. The Network Security and Privacy Liability policy shall contain the following endorsements, which shall accompany the COI:
 - a. An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.
 - b. A primary and non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- J. The Workers' Compensation policy shall contain a waiver of subrogation

endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees**, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT**.

K. All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Agreement.

M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are "Claims-Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the Agreement.

N. The Commercial General Liability policy shall contain a "severability of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

O. Insurance certificates should be forwarded to the agency/department address as specified in the Referenced Contract Provisions of this Agreement.

P. If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the agency/department purchasing division, County may terminate this Agreement immediately.

Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

S. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

T. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:

- a. Prior to the start date of this Agreement.
 - b. No later than the expiration date for each policy.
 - c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.
2. The COI and endorsements shall be provided to COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.
3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
 - a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
 - b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all contracts between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
 - c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage."
4. Exhibit A, 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 Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in advance and in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
Professional Services	\$ 2,042	\$ 0	\$ 0	\$ 2,042
Indirect Costs	<u>\$ 30,114</u>	<u>\$ 110,255</u>	<u>\$ 128,000</u>	<u>\$ 268,369</u>
SUBTOTAL	\$ 32,156	\$ 110,255	\$ 128,000	\$ 270,411
ADMINISTRATIVE COST				
PROGRAM COST				
Salaries	\$ 156,573	\$ 536,821	\$ 621,477	\$ 1,314,871
Benefits	31,315	107,364	119,420	258,099
Services and Supplies	30,263	102,258	129,603	262,124
Subcontractor	438	3,000	1,500	4,938
Start-Up Costs	<u>29,858</u>	<u>0</u>	<u>0</u>	<u>29,858</u>
SUBTOTAL PROGRAM COST	\$ 248,447	\$ 749,443	\$ 872,000	\$ 1,869,890
TOTAL GROSS COST	\$ 280,603	\$ 859,698	\$ 1,000,000	\$ 2,140,301
REVENUE				
MHSA	<u>280,603</u>	<u>859,698</u>	<u>1,000,000</u>	<u>2,140,301</u>
TOTAL REVENUE	\$ 280,603	\$ 859,698	\$ 1,000,000	\$ 2,140,301
TOTAL MAXIMUM OBLIGATION	\$ 280,603	\$ 859,698	\$ 1,000,000	\$ 2,140,301

5. Exhibit A, 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 \$83,333 per month for Period Three; provided, however, that the total of such payments does not exceed COUNTY’s Total Maximum Obligation as set forth in the Referenced Contract Provisions of the Agreement.”

6. Exhibit A, V. Services, subparagraph B.1., of the Contract is deleted in its entirety and replaced with the following:

“1. CONTRACTOR shall provide Early Childhood Mental Health Consultation Services to support the effective management of challenging behaviors of infants, preschool and elementary children up to eight (8) years old, particularly those exhibiting problematic behaviors and are at risk of mental illness in Early Childhood and Education (ECE) settings throughout Orange County. In Period One and Period Two, the services include infants and preschool children up to five (5) years old. In Period Three (3), the services expand to include before- and after- school programs, as well as transitional kindergarten programs through the third grade. Due to the public health emergency and the continuing social and economic impacts of the COVID-19 pandemic, the expansion is made in anticipation of an increased need to promote children’s socio-motional development, provide positive and appropriate caregivers’ response to a challenging behavior. Consultation services shall be designed to educate and build capacity, increase knowledge and awareness of early childhood educators to provide appropriate behavior support for those exhibiting ongoing challenging behaviors, and promote development of healthy identities in young children. Consultation services shall include consultation, practice-based coaching, direct observation and follow-up support.”

- 7. Exhibit A, V. Services, subparagraph C, of the Contract is deleted in its entirety and replaced with the following:

“CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:

	Period One	Period Two	Period Three
Childcare sites	30	100	115
ECE provider staff	75	250	300
Number of students	400	2,500	3,000”

- 8. Exhibit A, V. Services, subparagraph D.3., of the Contract is deleted in its entirety and replaced with the following:

“3. CONTRACTOR shall complete all surveys, tools, and pre/post tests for measurement of outcomes of services, as requested by ADMINISTRATOR. CONTRACTOR shall measure and report on the outcomes of services in accordance with the following:

- a. On average, Participants will demonstrate a significant skill increase in management of challenging behaviors in young children and importance of their social-emotional development.
- b. On average, ECE providers will report fewer children who engage in ongoing, persistent challenging behaviors.
- c. On average, Target children will demonstrate an increase in pro-social behaviors, a decrease in challenging behaviors, and greater engagement in tasks/activities.”

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. 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 that of 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: CHARITABLE VENTURES OF ORANGE COUNTY

Ted Kim

Chief Financial officer

Print Name

Title

DocuSigned by:

Ted Kim

6/21/2021

C7CBFFF9BF47455...

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:

Brittany McLean

6/23/2021

9713A4061D4343D...

Date