1	FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF				
2	FULL SERVICE/WRAPAROUND PROGRAM FOR YOUTHFUL OFFENDERS				
3	BETWEEN				
4	COUNTY OF ORANGE				
5	AND				
6	COMMUNITY SERVICE PROGRAMS, INC.				
7	FEBRUARY 1, 2008 THROUGH JUNE 30, 2009				
8					
9	THIS FIRST AMENDMENT TO AGREEMENT entered into this 7th day of April 2009, which				
10	date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE				
11	(COUNTY) and COMMUNITY SERVICE PROGRAMS, INC., a California non-profit corporation				
12	(CONTRACTOR), whereby the parties agree to amend that certain Agreement for the provision of				
13	Full Service Wraparound Program for Youthful Offenders dated February 1, 2008 (Agreement).				
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16	1. Page 3, Lines 7 through 9 of the Agreement are amended to read as follows:				
17	"Maximum Obligation:	Period One Maximum Obligation	\$625,539		
18		Period Two Maximum Obligation	<u>\$1,675,000</u>		
19		TOTAL MAXIMUM OBLIGATION	\$2,300,539"		
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|| 2. Paragraph II.A. of Exhibit A to the Agreement is amended to read as follows:

"A. The following budget is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

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5	ADMINISTRATIVE COSTS	Period One	Period Two
6	Salaries	\$ 33,026	\$ 49,240
7	Benefits	8,453	8,517
8	Service and Supplies	4,557	10,466
9	SUBTOTAL	\$ 46,036	\$ 68,233
10			
11	PROGRAM COSTS		
12	Salaries	\$143,954	\$ 809,031
13	Benefits	35,301	194,167
14	Services and Supplies	253,798	603,579
15	Subcontractors	50,000	0
16	Start-up	96,450	0
17	SUBTOTAL	\$579,503	\$1,606,777
18			
19	TOTAL GROSS COSTS	\$625,539	\$1,675,000
20			
21	REVENUES		
22	Federal/EPSDT Medi-Cal Maximum	\$ 17,597	\$ 42,197
23	MHSA	607,942	1,632,803
24	TOTAL REVENUE	\$625,539	\$1,675,000
25			
26	TOTAL CONTRACT MAXIMUM	\$625,539	\$1,675,000"
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3. Subparagraph IV.A. of Exhibit A to the Agreement is amended as follows:

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"A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$125,108 per month for Period One. For Period Two, CONTRACTOR shall be reimbursed \$124,998 per month from July 2008 through March 2009 and \$183,340 per month from April 2009 through June 2009. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report paragraph of this Agreement 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, and, provided further, CONTRACTOR's costs are reimbursable pursuant to Federal, State and County regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid."

4. Subparagraph VII.B.7. of Exhibit A to the Agreement is amended as follows:

"7. CONTRACTOR shall maintain caseloads as approved by CONTRACT CONSULTANT with annual expected enrollment of ninety (90)."

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5. Subparagraph VIII.A. of Exhibit A to the Agreement is amended to read as follows:

"A. CONTRACTOR shall provide the following staffing for Period One and Period Two, expressed in Full-time Equivalents (FTEs), which shall be equal to an average of forty (40) hours per week, to provide Full Service Wraparound services:

	PERIOD ONE	PERIOD TWO
ADMINISTRATION	<u>FTEs</u>	<u>FTEs</u>
Executive Director	0.10	0.10
Accounting Specialist	1.00	0.80
Human Resource Specialist	<u>0.50</u>	<u>0.50</u>
SUBTOTAL ADMINISTRATIVE FTEs	1.60	1.40
PROGRAM		
Program Director	0.75	1.00
Case Management Supervisor	1.00	2.00
Behavioral Coach	2.00	0.00
Service Coordinators	0.00	6.00
Personal Service Coordinator	2.00	0.00
Transition Coordinators	0.00	6.00
Clinician (Bilingual)	0.00	2.00
Facilities Supervisor	0.00	1.00
Employment Coordinator	0.00	1.00
Medi-Cal Administrator	0.00	1.00
QA Assurance Specialist I	0.00	1.00
QA Assurance Specialist II	1.00	1.00
QA Manager	1.00	0.00
Information & Referral Specialist	<u>1.00</u>	<u>1.00</u>
SUBTOTAL PROGRAM FTEs	7.75	23.00
TOTAL FTEs	9.35	24.40

1. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by ADMINISTRATOR. Whenever possible, bilingual/bicultural therapists should be retained. Any clinical vacancies occurring at a time when the bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with

non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employee benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

- 2. CONTRACTOR shall recruit, hire, train and maintain staff who are clients, former clients or their family members and who are qualified for the position(s) sought. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices, and identification of measures taken to enhance accessibility for potential staff in these categories.
- 3. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR.
- a. CONTRACTOR shall meet minimum requirements for supervision of each student intern as required by the state Licensing Board and/or school program descriptions or work contracts.
- b. A student intern is a person enrolled in an accredited graduate program or a person with a counseling or other human services related degree, accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming either a Marriage and Family Therapist, a Licensed Clinical Social Worker, or a licensed Clinical Psychologist. Persons with graduate degrees and who have two (2) years full-time experience in a mental health setting, either post-degree or as part of the program leading to the graduate degree, shall not be considered as students.
- 4. CONTRACTOR shall maintain personnel files for each staff person, which shall include, but not be limited to, an application for employment, qualifications for the position, applicable licenses, waivers, registrations, documentation of bicultural/bilingual capabilities, pay rate, training, and evaluations justifying pay increases.
- 5. All positions are required to maintain a log delineating hours worked and allocated to each program of CONTRACTOR.
- 6. CONTRACTOR shall submit a staff vacancy report to ADMINISTRATOR within five (5) working days following the termination, resignation, or notice of resignation of any clinical employee. The report shall include the employee's name, position title, date of resignation, and a description of the recruitment activity to replace the employee.
- 7. CONTRACTOR shall provide a minimum of 16 hours of training annually on the wraparound model, as exemplified by WOC, its applications and related topics to direct service staff in the FSW. This training shall be coordinated with WOC and may include such other topics identified by the COUNTY.
- 8. CONTRACTOR shall provide a minimum of one (1) hour of individual or two (2) hours of group supervision weekly to FSW direct service staff covering suicide assessment and crisis intervention, developing safety plans, maintaining healthy boundaries, reporting child abuse, dealing with difficult clients, meeting facilitation and medication, confidentiality, identification of strengths,

promoting life skills and such other topics identified by the ADMINISTRATOR. Formal training sessions may also be used to cover these topics but cannot substitute for weekly supervision hours."

6. Subparagraph VIII.B. of Exhibit A to the Agreement is amended as follows:

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"B. WORKLOAD STANDARDS - CONTRACTOR shall maintain a minimum client load of twenty-five (25) clients during Period One. During Period Two CONTRACTOR shall maintain a minimum client load of ninety (90) clients. CONTRACTOR shall provide FSW services as specified in the Services paragraph of Exhibit A to this Agreement. Workload standards will be prorated during the first year of service in accordance with a mutually agreed upon phase-in schedule. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum."

In all other respects, the terms of the Agreement not specifically changed by this First Amendment shall remain in full force and effect.

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1	IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement, in the
2	County of Orange, State of California.
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4	COMMUNITY SERVICE PROGRAMS, INC.
5	5.
6	BY: Magatin. Carlson DATED/fret 11, 2009
7	BY: Mayor R. Carlson DATED Much 16, 2009 TITLE: C5P Executive Derector
8	Title. Commence of the state of
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12	COUNTY OF ORANGE
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14	BY: DATED:
	PATRICIA C. BATES
15	CHAIR OF THE BOARD OF SUPERVISORS
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17	
18	SIGNED AND CERTIFIED THAT A COPY
19	OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
20	ATTEST:
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22	
23	DATED:
24	DARLENE J. BLOOM
25	Clerk of the Board of Supervisors Orange County, California
	Orange County, Camonna
26	
27	APPROVED AS TO FORM
28	OFFICE OF THE COUNTY COUNSEL
29	ORANGE COUNTY, CALIFORNIA
30	
31	BY: DATED: 3/16/69
32	
33	DEPUTY
34	
35	If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
36	President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
	or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
37	signature alone is required by HCA.