



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-18010332
FOR
TRANSITIONAL AGE YOUTH CRISIS RESIDENTIAL SERVICES**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-18010332 for Transitional Age Youth Crisis Residential Services is made and entered into on July 1, 2020 (“Effective Date”) between South Coast Children’s Society, Inc. dba South Coast Community Services (“Contractor”), with a place of business at 27261 Las Ramblas, Ste. 200, Mission Viejo, CA 92691, 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-042-18010332 (“Contract”) for Transitional Age Youth Crisis Residential Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed \$5,081,118, renewable for two additional one-year terms; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to amend Paragraphs IV. and VI. of the Contract, to amend 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, 2020 through June 30, 2021, in an amount not to exceed \$1,743,706 for this renewal term, for a new amount not to exceed \$6,824,824; on the amended terms and conditions.
2. Page 4, Referenced Contract Provisions, lines 1 through 10 of the Contract are deleted in their entirety and replaced with the following:

“REFERENCED CONTRACT PROVISIONS

Term: July 1, 2017 through June 30, 2021

Period One means the period from July 1, 2017 through June 30, 2018

Period Two means the period from July 1, 2018 through June 30, 2019

Period Three means the period from July 1, 2019 through June 30, 2020

Period Four means the period from July 1, 2020 through June 30, 2021

Maximum Obligation:

Period One Maximum Obligation: \$ 1,693,706

Period Two Maximum Obligation: 1,693,706

Period Three Maximum Obligation: 1,693,706

Period Four Maximum Obligation:	<u>1,743,706</u>
TOTAL MAXIMUM OBLIGATION:	\$ 6,824,824"

3. Paragraph IV. Compliance, sub-paragraph B, introductory paragraph of the Contract is deleted in its entirety and replaced with the following:

“B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.”

4. Paragraph VI. Cost Report, sub-paragraph A, introductory paragraph of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two, Period Three and Period Four, 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 Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. 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 Agreements 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.”

5. 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 budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>	<u>TOTAL</u>
ADMINISTRATIVE COST					
Indirect	\$ 201,593	\$ 201,593	\$ 201,593	\$195,597	\$800,376
SUBTOTAL	\$ 201,593	\$ 201,593	\$ 201,593	\$195,597	\$800,376
ADMINISTRATIVE COST					
PROGRAM COST					
Salaries	\$1,055,444	\$1,055,444	\$1,055,444	\$1,071,460	\$4,237,792
Benefits	292,430	292,430	292,430	279,435	1,156,725
Services & Supplies	<u>202,839</u>	<u>202,839</u>	<u>202,839</u>	<u>279,076</u>	<u>887,593</u>
SUBTOTAL PROGRAM COST	\$1,550,713	\$1,550,713	\$1,550,713	\$1,629,971	\$6,282,110
TOTAL GROSS COST	\$1,752,306	\$1,752,306	\$1,752,306	\$1,825,568	\$7,082,486
REVENUE					
Federal Medi-Cal	\$ 324,873	\$ 324,873	\$ 324,873	\$ 324,873	\$1,299,492
MHSA	1,368,833	1,368,833	1,368,833	1,418,833	5,525,332
Client Fees	<u>58,600</u>	<u>58,600</u>	<u>58,600</u>	<u>81,862</u>	<u>257,662</u>
TOTAL REVENUE	\$1,752,306	\$1,752,306	\$1,752,306	\$1,825,568	\$7,082,486
TOTAL MAXIMUM OBLIGATION	\$1,693,706	\$1,693,706	\$1,693,706	\$1,743,706	\$6,824,824"

6. Exhibit A, III. Payments, subparagraph A 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 and Period Three at the provision amount of \$141,142 per month and for Period Four at the provisional amount of \$145,308.83 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."

7. Exhibit A, Paragraph VI. Staffing, subparagraph A 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 mental health crisis services for children and youth.

DIRECT PROGRAM	<u>CRP</u>	<u>SRP</u>	<u>TOTAL FTEs</u>
Program Director	0.80	0.20	1.00
Program Supervisor	0.80	0.20	1.00
Quality Assurance - Billing Manager	0.80	0.20	1.00
Mental Health Coach - House Manager	0.80	0.20	1.00
Mental Health Coach	6.00	1.87	7.87
Mental Health Coach - Bilingual	3.00	2.00	5.00
Mental Health Coach - Floater	1.50	1.50	3.00
Mental Health Coach - On-Call	0.32	0.37	0.69
Overtime - Regular Staff	0.15	0.05	0.20
Service Coordinator	0.80	0.20	1.00
Service Coordinator - License, Bilingual	0.80	0.20	1.00
Registered Nurse	<u>0.25</u>	<u>0.25</u>	<u>0.50</u>
	16.02	7.24	23.26"
TOTAL DIRECT PROGRAM FTEs			

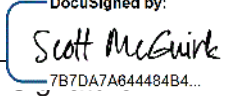
This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract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

SIGNATURE PAGE FOLLOWS

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, 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: South Coast Children's Society, Inc. dba South Coast Community Services

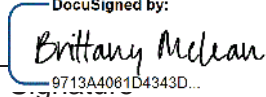
Scott McGuirk	CEO
_____ Print Name	_____ Title
	4/6/2020
_____ 7B7DA7A644484B4...	_____ Date

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
	4/6/2020
_____ 9713A4081D4343D...	_____ Date