



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-18010266
FOR
Outreach and Engagement Services**

This Amendment ("Amendment No. 1") to Contract No. MA-042-18010266 for Outreach and Engagement Services is made and entered into on July 1, 2020 ("Effective Date") between Western Youth Services ("Contractor"), with a place of business at 23461 South Pointe Drive, Suite 220, Laguna Hills, CA 92653, 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, County and Western Youth Services executed Contract No. MA-042-18010266 ("Contract") for Outreach and Engagement Services, effective October 1, 2015 through June 30, 2017, in an amount not to exceed \$1,650,610; and

WHEREAS, Western Youth Services executed a renewal of the Contract, effective July 1, 2017 through June 30, 2019, in an amount not to exceed \$1,812,696; and

WHEREAS, Western Youth Services executed a renewal of the Contract, effective July 1, 2019 through June 30, 2020, in an amount not to exceed \$1,128,570; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to (1) to renew the Contract for one (1) year for County to continue receiving and Contractor to continue providing the services set forth in the Contract at the same level of funding, staffing and units of services, (2) to amend Paragraph IV. of the Contract, and (3) to amend Exhibit A of 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 \$1,128,570 for this renewal term; on the amended terms and conditions.

2. 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."

3. 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 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>TOTAL</u>
ADMINISTRATIVE COST	
Indirect Costs	\$ 129,844
SUBTOTAL ADMINISTRATIVE COST	\$ 129,844
 PROGRAM COST	
Salaries	\$ 412,907
Benefits	74,323
Services and Supplies	109,545
Subcontractors	<u>401,952</u>
SUBTOTAL PROGRAM COST	\$ 998,726
 TOTAL GROSS COST	 \$1,128,570
 REVENUE	
MHSA	<u>\$1,128,570</u>
TOTAL REVENUE	\$1,128,570
 TOTAL MAXIMUM OBLIGATION	 \$1,128,570”

4. Exhibit A, Paragraph III. Payments, subparagraph A, introductory paragraph of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$94,047 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 hereunder; provided, however, the total of such payments does not exceed COUNTY’s Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement 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.”

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

“C. UNITS OF SERVICE

CONTRACTOR shall achieve, track and record at a minimum, the following units of service.

Units of Service	Contracted Units
Outreach	
Contacts	25,000
Events	1,500
Engagement	20,000”

6. 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 Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM	FTE
Program Director	0.50
Program Supervisor	0.50
Associate Clinical Director	0.03
Licensed Clinician/Clinical Supervisor	1.00
Trainers	4.50
Administrative Specialist	1.00
Administrative Assistant	1.00
Volunteer Coordinator	<u>0.10</u>
SUBTOTAL PROGRAM FTE	8.63
 SUBCONTRACTORS	 6.58
 GRAND TOTAL FTE	 15.21”


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: Western Youth Services

Lorry Leigh Belhumeur	CEO
Print Name	Title
	4/13/2020
	Date

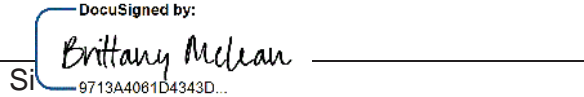
County of Orange, a political subdivision of the State of California

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
	4/13/2020
	Date