



**AMENDMENT NO. 4
TO
CONTRACT NO. MA-042-20010644
FOR
BEHAVIORAL HEALTH TRAINING SERVICES**

This Amendment ("Amendment No. 4") to Contract No. MA-042-20010644 for Behavioral Health Training Services is made and entered into on July 1, 2023 ("Effective Date") between Western Youth Services ("Contractor"), with a place of business at 23461 S. Point Dr. 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 Street, 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-042-20010644 for Behavioral Health Training Services, effective December 1, 2019 through June 30, 2022, in an amount not to exceed \$1,470,833 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to add Federal Emergency Management Agency (FEMA) provisions to Contract for COVID-19 related needs for the term of July 1, 2020 through December 30, 2020, to allow invoicing for COVID-19 related expenditures; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract and to exercise the contingency contract cost increase to increase the Period Three Maximum Obligation by \$37,083 from \$550,000 to \$587,083, for a revised contract total amount not to exceed \$1,507,916; and

WHEREAS, the Parties executed Amendment No. 3 to renew the Contract for one year, effective July 1, 2022 through June 30, 2023, in an amount not to exceed \$675,000, for a revised contract total amount not to exceed \$2,182,916; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend Exhibit A.

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, 2023, through June 30, 2024, in an amount not to exceed \$776,250 for this renewal term, for a revised contract total amount not to exceed \$2,959,166.

2. Referenced Contract Provisions, Term provision and Amount Not to Exceed provision, of the Contract are deleted in their entirety and replaced with the following:

“Term: December 1, 2019, through June 30, 2024

Period One means the period from December 1, 2019 through June 30, 2020

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

Period Three means the period from July 1, 2021 through June 30, 2022

Period Four means the period from July 1, 2022 through June 30, 2023

Period Five means the period from July 1, 2023 through June 30, 2024

Amount Not to Exceed:

Period One Amount Not to Exceed:	\$ 370,833
Period Two Amount Not to Exceed:	550,000
Period Three Amount Not to Exceed:	587,083
Period Four Amount Not to Exceed:	675,000
Period Five Amount Not to Exceed:	<u>776,250</u>
TOTAL AMOUNT NOT TO EXCEED:	\$ 2,959,166”

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 of 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 writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD</u> <u>FIVE</u>
ADMINISTRATIVE COSTS	
Indirect Costs	\$ 72,487
SUBTOTAL ADMINISTRATIVE COSTS	\$ 72,487
PROGRAM COST	
Salaries	\$ 244,920
Benefits	44,805
Services & Supplies	60,999
Subcontracts	353,039
SUBTOTAL PROGRAM COSTS	\$ 703,763
TOTAL GROSS COSTS	\$ 776,250

REVENUE	
MHSA	\$ 776,250
TOTAL REVENUE	\$ 776,250
TOTAL AMOUNT NOT TO EXCEED	\$ 776,250"

4. Exhibit A, Paragraph III. Payments, subparagraph A. (not including subparagraphs A.1, A.2 or 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 \$52,976 per month for Period One, \$45,833 per month for Period Two, \$48,923 per month for Period Three, \$56,250 per month for Period Four, and \$64,687 per month for Period Five. All payments are interim payments only and are 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 COUNTY's Amount Not to Exceed for each period as specified 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 billings for any month for which the provisional amount specified above has not been fully paid."

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

"D. UNITS OF SERVICE

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

MINIMUM NUMBER OF TRAININGS					
	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	PERIOD FIVE
Minimum number of participants trained	2,790	9,520	9,520	9,520	10,948
Minimum number of trainings	279	476	476	476	548
Participant Satisfaction	Minimum of 80% will be satisfied with services				

CONTRACTOR shall be responsible for monthly data reporting of all aspects of this contract, including services provided by each subcontractor."

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 FTEs continuously throughout the term of the Agreement. One (1) FTE shall be equal to an

average of forty (40) hours work per week.

	<u>FTE</u>
Director of Training	0.10
Program Supervisor	0.25
Master Trainer	0.30
Trainer(s)	0.90
Training Coordinator	1.00
Administrative Assistant	<u>0.50</u>
TOTAL FTE	3.05"

This Amendment No. 4 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. 4 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 4 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 4 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4. 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: WESTERN YOUTH SERVICES

Lorrayne Leigh Belhumeur

CEO

Print Name

Title

DocuSigned by:

Lorrayne Leigh Belhumeur

1/27/2023

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Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Deputy Purchasing Agent

Title

Signature

Date

APPROVED AS TO FORMOffice of the County Counsel
Orange County, California

Brittany McLean

Print Name

Deputy County Counsel

Title

DocuSigned by:

Brittany McLean

1/30/2023

9713A4061D4343D...

Date