

AMENDMENT NO. 6 TO CONTRACT NO. MA-042-20011015 FOR

CRISIS INTERVENTION TRAINING FOR PUBLIC SAFETY PERSONNEL SERVICES

This Amendment ("Amendment No. 6") to Contract No. MA-042-20011015 for Crisis Intervention Training for Public Safety Personnel 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-042-20011015 for Crisis Intervention Training for Public Safety Personnel Services, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$1,485,000 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to include Federal Emergency Management Agency (FEMA) provisions to the 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

WHEREAS, the Parties executed Amendment No. 3 to exercise the contract contingency amount to increase the Period Two Amount Not to Exceed and Period Three Amount Not to Exceed each by \$26,250 from \$480,000 to \$506,250, for a revised cumulative contract total amount not to exceed \$1,537,500, and to amend Exhibit A to reflect this increase; and

WHEREAS, the Parties executed Amendment No. 4 to amend Exhibit A, Paragraph V. Services, of the Contract; and

WHEREAS, the Parties executed Amendment No. 5 to amend Exhibit A of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 6 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 Paragraph VII. and Exhibit A of the Contract.

County of Orange, Health Care Agency

Contract MA-042-20011015

File Folder: NDPA042DR1175 Page 1 of 11

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 \$570,836 for this renewal term, for a revised cumulative contract total amount not to exceed \$2,108,336.
- 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: July 1, 2020 through June 30, 2024

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

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

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

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

Amount Not to Exceed:

Period One Amount Not to Exceed: \$525,000

Period Two Amount Not to Exceed: 506.250

Period Three Amount Not to Exceed: 506,250

Period Four Amount Not to Exceed: 570,836

TOTAL AMOUNT NOT TO EXCEED: \$2,108,336"

- 3. All references to "Maximum Obligation" in the Contract are replaced with "Amount Not to Exceed".
- 4. Paragraph VII. Cost Report, 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.CONTRACTOR shall submit separate Cost Reports for each Period, 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 Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. 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

County of Orange, Health Care Agency
File Folder: NDPA042DR1175

Page 2 of 11

HCA ASR 22-000883 Page 2 of 11

supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice."

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 in this Exhibit A to the Contract 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.

	PERIOD FOUR
ADMINISTRATIVE COSTS	
Indirect Costs	\$ 74,457
SUBTOTAL ADMIN COSTS	\$ 74,457
PROGRAM COSTS	
Salaries	\$ 211,598
Benefits	38,088
Services & Supplies	54,781
Subcontractors	191,912
Start-up Costs	0
SUBTOTAL PROGRAM COSTS	\$ 496,379
TOTAL GROSS COSTS REVENUE	\$ 570,836

County of Orange, Health Care Agency
File Folder: NDPA042DR1175

Page 3 of 11

Contract N

HCA ASR 22-000883 Page 3 of 11

MHSA <u>\$ 570,836</u>
TOTAL REVENUE \$ 570,836

TOTAL AMOUNT NOT TO EXCEED \$ 570,836"

- 6. Exhibit A, Paragraph 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 \$43,750 per month for Period One, \$42,187 per month for Period Two and Period Three, and \$47,569 per month for Period Four. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract 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 Amount Not to Exceed as specified in the Referenced Contract Provisions of the Contract 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."
- 7. Exhibit A, Paragraph V. Services, subparagraph C.1. of the Contract is deleted in its entirety and replaced with the following:
 - "1. CONTRACTOR's training services and curriculum shall include, but is not limited to, provision of the following service components:

Track	Training	Duration	Topics
CIT Fire & EMS	Fire/EMS personnel	1 day 8 hours	Introduction to Mental Illness, Understanding the History of Mental Illness, Suicide, PTSD, Crisis Intervention & De-Escalation, Wellness and Self-Care, Autism, Intellectual Disabilities, Trauma Informed Care and Community Resources
	CIT Introduction for	2 hours (online via	Understanding the History of Mental
	Fire/EMS	LMS or in-person)	Health, Basic Human Brain Functions and Role in Psychiatric

County of Orange, Health Care Agency File Folder: NDPA042DR1175

Contract MA-042-20011015

Page 4 of 11

			Disorders, Skills/Response and Triage Options for Navigating Fundamental Differences of Psychiatric Crises vs 911 Calls
	CIT Intermediate for Fire/EMS	3 hours (online via LMS or in-person)	Mental Health Signs and Symptoms, Anxiety Disorder, PTSD, Major Depression, Schizophrenia, Bi-Polar Disorder, Substance Use Disorder, Autism Spectrum Disorder, Skills for Supporting Various Mental Health Challenges
	CIT Advanced for Fire/EMS	3 hours (online via LMS or in-person)	Crisis Intervention & De-Escalation, Wellness and Self-Care, Suicidal Ideation, Safety, Trauma Informed Care and Community Resources
CIT Dispatcher	Dispatchers	16 hours	Introduction to Mental Illness: Types of Mental Illness, Trauma, Minor-Involved Calls, Older
		1 day 8-hour class for future possibly	Adults, Excited Delirium, Consumer Panel, Stress Management & Wellness, Role-Playing Scenario, Problem-Solving Philosophy & Intervention Strategies
CIT Youth	School Safety Officers & Others Interested	8 hours	Understanding Adolescent Development & Behavioral Health Conditions, Crisis Intervention & De- escalation Techniques, Family Experience, Connecting Resources
Vicarious Trauma, PTSD & Burnout	All First Responders	1 hour	Differentiates between the concepts of Vicarious Trauma, Burnout and PTSD; educates about signs and symptoms; addresses how to prevent and cope with these occupational challenges.

County of Orange, Health Care Agency File Folder: NDPA042DR1175

Contract MA-042-20011015

Situational Awareness	Non-Law Enforcement First Responders	1 hour	Focuses on the fundamentals of situational awareness and being safe in the field; covers such topics as planning for a visit, learning to recognize danger signs, maintaining safety in the field and being mentally prepared.
Law Enforcement Relations	Non-Law Enforcement First Responders	1 hour	Perspectives, ideas and discussions of how to build relationships with law enforcement when dealing with a mental health crisis and what to expect when law enforcement arrives.
VOICES	All First Responders	1 hour	Community panel based on experience in relation to first responders
Mental Health First Aid (MHFA) Adult and Youth	All First Responders	1 day 8 hours	Mental Health First Aid is an 8-hour training course designed to give members of the public key skills to help someone who is developing a mental health problem or experiencing a mental health crisis. The 8-hour course covers a range of common disorders and potential crisis such as helping someone who is having a panic attack, is suicidal or has experienced an addictions relapse.
Trauma Informed Care	All First Responders	1 hour	This course focuses on the causes and effects of trauma and how a trauma informed approach can be beneficial.
CIT for Law Enforcement**	CIT 1 Law Enforcement	2 days 1-16 hours *range is needed as some classes require more hours than others	Introduction to Mental Illness, Understanding Mental Illness, Consumer/Family Panel, Tactical Communication, Legal Updates, Crisis Intervention & De-Escalation, Suicide, Suicide by Cop, Intervention Strategies, Crisis Intervention & Resources, PTSD, Veterans and First Responders
	CIT 2 Law Enforcement	1 day 1-8 hours *range is needed as some classes require	Review of CIT 1 De-Escalation skills, Deaf & Hard of Hearing, Developmental Disabilities & Autism, Live Scenarios

County of Orange, Health Care Agency File Folder: NDPA042DR1175

Contract MA-042-20011015

		more hours than others	
	CIT 3 Law Enforcement	2 days 1-16 hours *range is needed as some classes require more hours than others	Community Resources/Panel of MH Resources, Role Playing Scenarios, CIT & Problem-Oriented Policing, OC Collaborative Courts, Police HLO (Homeless Liaison Officer) Presentations, OC Programs
	Corrections/ Probation Officers	2 days 16 hours	Corrections officers face daily contact with persons in mental health crisis. This Corrections-focused CIT training offers information to help Understand Mental Illness, PTSD, Suicide, Cultural Awareness, Medication and specific background and De-Escalation techniques
CIT – Refresher	Law Enforcement	8 hours	Scenario-based training that provides review of core concepts covered in CIT 1-3 including but not limited to: Understanding Mental Illness, Depression, PTSD, Schizophrenia, Bi-polar Disorder, Dementia, Communication Elements, De-Escalation Techniques, Application of Skills via Live Scenarios
CIT for Supervisors	Law Enforcement	8 – 16 hours	Scenario-based training for new Supervisors in Law Enforcement to support their transition from frontline individual to frontline supervisor. Topics explored will include but are not limited to: Understanding Law Enforcement Team/Officer Mental Illness, PTSD, Depression, Substance Use Disorder, De-Escalation Techniques for Working with a Law Enforcement Team/Officer, Peer Support, Local Resources, How to Approach and Make Recommendations/Linkages for a Law Enforcement Team/Officer, Application of Skills via Live Scenarios
De- Escalation	All First Responders	1 hour	Provides a basic understanding of de- escalation techniques and appropriate communication skills; covers tactical communication techniques, verbal

County of Orange, Health Care Agency File Folder: NDPA042DR1175

Contract MA-042-20011015

			and nonverbal communications, active listening skills, cultural considerations, identifying a crisis, the importance of effective communication and strategies for handling frequently encountered situations.
Non-Law Enforcement Dispatch	Dispatchers or call takers who work in non-law enforcement settings	1 day 8 hours	Introduction to Mental Illness: Types of Mental Illness, Trauma, Minor-Involved Calls, Older Adults, Excited Delirium, Consumer Panel, Stress Management & Wellness, Role-Playing Scenario, Problem-Solving Philosophy & Intervention Strategies.

^{**}CIT for Law Enforcement "refreshers: Two abbreviated educational sessions requested by OCSD will count toward 1 CIT training. The number of attendees will not be included in the contractual goal UOS. However, WYS should track the numbers of attendees."

8. 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:

TRAINING PROVIDER MIMIMUM UNITS OF SERVICE		
Type of Training	Minimum Number of Hours	
CIT for Fire/EMS	132	
CIT for Dispatchers	32	
CIT Youth	72	
Vicarious Trauma/PTSD	7	
Situational Awareness	5	
Law Enforcement Relations	4	
VOICES	4	
Mental Health First Aid (MHFA)	168	
Trauma Informed Care	6	

County of Orange, Health Care Agency File Folder: NDPA042DR1175

Contract MA-042-20011015

Page 8 of 11

CIT 1-3	32
CIT Refreshers*	32
CIT for Supervisors	16
Non-Law Enforcement Dispatch	4
De-Escalation	2
Total	516

Note: The units of services of sub-categories are adjustable based on the training demands when the total training goal is met.

MINIMUM NUMBER OF TRAININGS & PARTICIPANTS				
	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR
Minimum number	1,146	1,250	1,250	1,250
of participants trained				
Minimum number	46	N/A	N/A	N/A
of trainings				
Minimum number	N/A	500	500	516
of training hours*				
Participant Satisfaction	Minimum of 75% will be satisfied with services		Minimum of 80% will be satisfied with services	

^{*} Due to unforeseen circumstances in obtaining POST approval, modification is being made from number of trainings to number of training hours.

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

This Amendment No. 6 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. 6 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 6 shall prevail. In all other respects, the terms and conditions

County of Orange, Health Care Agency File Folder: NDPA042DR1175 Contract MA-042-20011015

Page 9 of 11

of the Contract, including all previous amendments, not specifically changed by this Amendment No. 6 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

ounty of Orange, Health Care Agency

Contract MA-042-20011015

Page 10 of 11

HCA ASR 22-000883 Page 10 of 11

Contractor: WESTERN YOUTH SERVICES

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6. 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 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.

Title	_
1/30/2023	
Date	-
the State of California	
ature:	
Deputy Purchasing Agent	_
Title	
	_
Date	
Deputy County Counsel	
Title	-
1/30/2023	
Date	-
	Deputy Purchasing Agent Title Deputy County Counsel Title 1/30/2023

County of Orange, Health Care Agency File Folder: NDPA042DR1175

Contract MA-042-20011015

Page 11 of 11