



**AMENDMENT NO. 57**  
**TO**  
**CONTRACT NO. MA-042-20010848**  
**FOR**  
**TRANSITIONAL AGE YOUTH AND**  
**YOUNG ADULT MENTAL HEALTH COMMUNITY NETWORKING SERVICES**

This Amendment (“Amendment No. 57”) to Contract No. MA-042-20010848 for Transitional Age Youth and Young Adult Mental Health Community Networking Services is made and entered into on July 1, ~~2022~~2023 (“Effective Date”) between National Council on Alcoholism and Drug Dependence – Orange County DBA Partners4Wellness (“Contractor”), with a place of business at 15300 Barranca, Ste. 150, Irvine, CA 92618, 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. 5<sup>th</sup> 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-042-20010848 for Transitional Age Youth and Young Adult Mental Health Community Networking Services, effective February 1, 2020 through June 30, 2022, in an amount not to exceed \$713,589 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to add Federal Emergency Management Agency (FEMA) provisions to the Contract for COVID-19 related needs for the period 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 to modify the Budget and Staffing paragraphs for the period of July 1, 2020 through June 30, 2021; and

WHEREAS, the Parties executed Amendment No. 3 to amend Exhibit A of the Contract and to exercise the contract cost contingency to increase the Period Three Maximum Obligation by \$29,000 from \$295,278 to \$324,278, for a revised cumulative contract total amount not to exceed \$742,589, for the period of December 14, 2021 through June 30, 2022; and

WHEREAS, the Parties executed Amendment No. 4 to amend Exhibit A of the Contract to update the facility address that supports the services identified within the Contract to be effective March 1, 2022; and

WHEREAS, the Parties ~~now desire to enter into this~~executed Amendment No. 5 to amend Paragraph VI. and Exhibit A of the Contract and to renew the Contract for one year, effective July 1, 2022 through June 30, 2023, in an amount not to exceed \$324,278, for a revised cumulative contract total amount not to exceed \$1,066,867; and

WHEREAS, the Parties executed Amendment No. 6 to amend Exhibit A of the Contract to modify the Budget and Staffing paragraphs for the period September 1, 2022 through June 30, 2023; and

WHEREAS, the Parties now desire to enter into this Amendment No. 7 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 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, ~~2022~~2023 through June 30, ~~2023~~2024, in an amount not to exceed \$~~324~~356,278 for this renewal term, for a revised cumulative total amount not to exceed \$1,~~066,867~~423,145; on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

**“Term:** February 1, 2020 through June 30, ~~2023~~2024

Period One means the period from February 1, 2020 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

**Maximum Obligation:**

Period One Maximum Obligation:	\$ 123,033
Period Two Maximum Obligation:	295,278
Period Three Maximum Obligation:	324,278
Period Four Maximum Obligation:-	
324,278	
Period Five Maximum Obligation:	
356,278	
<b>TOTAL MAXIMUM OBLIGATION:</b>	<b>\$</b>
1, <del>066,867</del> 423,145”	

- ~~3. Paragraph VI. 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 Agreement. CONTRACTOR shall prepare the individual and/or consolidated 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."~~

4.3. 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>PERIOD</u>
	<del>FOUR</del> <u>FIVE</u>
ADMINISTRATIVE COST	
Indirect Costs	\$ <del>19,686</del> <u>726</u>
SUBTOTAL ADMINISTRATIVE COST	\$ <del>19,686</del> <u>726</u>
PROGRAM COST	
Salaries	\$ <del>197,544</del> <u>208,876</u>
Benefits	31,361
Services and Supplies	<del>65,691</del> <u>86,319</u>
Subcontractor	<u>9,996</u>
SUBTOTAL PROGRAM COST	\$ <del>304,592</del> <u>336,552</u>
TOTAL GROSS COST	\$ <del>324</del> <u>356,278</u>
REVENUE	
MHSA	\$ <del>324</del> <u>356.278</u>

TOTAL REVENUE \$ 324,356,278

TOTAL AMOUNT NOT TO EXCEED \$ 324,356,278”

5.4. 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 \$27,023,29,689 per month for Period ~~Four~~ Five, as specified in the Referenced Contract Provisions of the Agreement. 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/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.”

6.5. 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 annual units of service.

	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	PERIOD FIVE
<u>Active Mind Chapters/Mental Health Clubs</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>
<u>End Silence Exhibits</u>	<u>5</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Coalition Representation (Core Members)</u>					
<u>Students, faculty/staff</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>
<del>Coalition Representation</del>					<u>10</u>
<del>• Students, faculty/staff</del>	10	10	10	10	

• Community-_____based representation	10	10	10	10	
Coalition Meetings	2	8	10	10	<u>10</u>
<del>Active Mind Chapters</del>	<del>5</del>	<del>5</del>	<del>5</del>	<del>5</del>	
<del>End Silence Exhibits</del>	<del>5</del>	<del>5</del>	<del>0</del>	<del>0</del>	
Mental Health Events/Forums	1	6	6	6	<u>6</u>
<del>Participants Impacted Outreach Events</del>	<del>5000</del>	<del>03,000</del>	<del>3,000</del>	<del>53,000</del>	<u>5</u>
<u>Website</u>					
<del>Website</del> — <u>Welcome Page Views/Landing Page View</u>	0	0	1,000	1,000	<u>1,000</u>
<del>Website</del> <u>Total</u> <del>New Users</del> <u>Total</u>	0	0	1,000	1,000	<u>1,000</u>
Newsletter Editions	0	0	6	6	<u>6</u>
<u>TAY Suicide Prevention PSA</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Participants Impacted</u>	<u>500</u>	<u>3,000</u>	<u>3,000</u>	<u>3,000</u>	<u>4,000</u>

TAY Suicide Prevention PSA shall target TAY throughout Orange County and shall be in recognition and support of Suicide Prevention Month in September and will run the entire month. The PSA shall be promoted on social media including, but not limited to, the following: CONNECT OC TikTok, Instagram, and YouTube channels. CONTRACTOR staff shall develop a 1–1.5 minute long PSA video that provides suicide prevention messaging that specifically targets the TAY population. CONTRACTOR staff shall seek to leverage community partners working with diverse TAY populations including, but not limited to, the following example community partners: Latino Health Access, OCAPICA, Korean Community Services (KCS), Access CA, LGBTQ and Center OC, who can help develop the suicide prevention messaging in various languages, including for example Spanish, Korean, Vietnamese, Farsi, and can connect CONTRACTOR staff to TAY who represent a variety of ethnic backgrounds and cultures. The PSA shall seek to bring awareness to suicide and encourage help seeking behaviors. The PSA shall be shared with all Connect-OC Coalition members, community partners and CONTRACTOR staff shall encourage that they share the video on their social media platforms as well. The PSA shall reach a minimum of social media 300,000 accounts.”

~~7.6.~~ 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.

DIRECT ADMINISTRATION	<u>FTEs</u>
Chief Executive Officer	0.03
Director of Finance	<u>0.04</u>
DIRECT ADMINISTRATION SUBTOTAL	0.07
 PROGRAM ADMINISTRATION	
Prevention and Education Director	0.05

Behavioral Health Director	<u>0.05</u>
PROGRAM ADMINISTRATION SUBTOTAL	0.10

## DIRECT PROGRAM

Behavioral Health Director	0.95
Project Coordinator	<del>1.00</del> <u>0.50</u>
Health Educator	<del>1.50</del> <u>2.00</u>
Prevention and Education Director	0.15
Connect OC-Intern	<del>0.89</del> <u>45</u>
DIRECT PROGRAM SUBTOTAL	4. <del>49</del> <u>05</u>

## SUBCONTRACTORS

Evaluation Specialist	0.05
Peer to Peer Leadership Trainer	<u>0.00</u>
SUBCONTRACTOR SUBTOTAL	0.05

TOTAL FTE's	4. <del>71</del> <u>27</u> "
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This Amendment No. ~~57~~ 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. ~~57~~ and the Contract, including all previous amendments, the terms and conditions of this Amendment No. ~~57~~ shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. ~~57~~ remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 57. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be that of either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of 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 bylaws demonstrating the legal authority of the signature to bind the company.

**Contractor: National Council on Alcoholism and Drug Dependence – Orange County DBA Partners4Wellness**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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 FORM**

Office of the County Counsel  
Orange County, California

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date