

# Revision to ASR and/or Attachments

Date:	March 22, 2023							
То:	Clerk of the Board of Supervisors							
CC:	County Executive Office							
From:	Clayton Chau, Agency Director, Health Care Agency							
Re:	ASR Control #: <u>23-000010</u> , Meeting Date <u>3/28/23</u> , Item No. # <u>21</u>							
Subject:	Renewal of Contract for Peer Mentoring Services for Adults and Older Adults							
Explanation	on:							
The Healt	h Care Agency would like to update the following							
Al-Color V	d Recommended Action(s)							
provision 2023, thro	Approve Amendment No. 4 to renew the Contract with College Community Services for provision of Peer Mentoring Services for Adults and Older Adults for the term of July 1, 2023, through June 30, 20254, in an amount not to exceed \$7,404,923 \$3,580,770, for a revised cumulative contract total amount not to exceed \$15,192,945 \$11,368,792.							
Make 1	modifications to the:							
Su'	oject 🗵 Background Information 🗌 Summary 🗵 Financial Impact							
Second Pa	ragraph of the Background Information:							
2023, thror revised cur contract no obligation retain staff	sed Amendment will allow services to continue for the renewal term of July 1, agh June 30, 2025–2024, in an amount not to exceed \$7,404,923 \$3,580,770, for a mulative total amount not to exceed \$15,192,945 \$11,368,792. During these last egotiations, College Community Services requested an increase in the maximum to account for increases in the costs of carrying out the contract, inflation and to f by implementing salary and benefit increases. This will be the final contract ior to going out to solicitation.							
Financial	mpact Section:							

Appropriations for this Amendment will be included in Budget Control 042 FY 2023-

24 Budget and will be included in the budgeting process for future years.

The Contract includes provisions allowing HCA to terminate the Contract, reduce the level of services, and/or renegotiate the levels of services provided, as necessary. This includes a notice that allows HCA adequate time to transition or terminate services to clients, if necessary.

Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment A - Amendment No. 4 to Contract MA-042-20011341 for Peer Mentoring Services for Adults and Older Adults with College Community Services

**Attachment B - Contract Summary Form** 



#### **AMENDMENT NO. 4**

TO

#### CONTRACT NO. MA-042-20011341

FOR

## PROVISION OF PEER MENTORING SERVICES FOR ADULTS AND OLDER ADULTS

This Amendment ("Amendment No. 4") to Contract No. MA-042-20011341 for Peer Mentoring Services for Adults and Older Adults is made and entered into on July 1, 2023 ("Effective Date") between College Community Services ("Contractor"), with a place of business at 8337 Telegraph Road, Suite 300, Pico Rivera, CA 90660, 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-042-20011341 for Peer Mentoring Services for Adults and Older Adults, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$ 6,767,189 ("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 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, Exhibit B and Exhibit C of the Contract and to increase the Period Two Amount Not to Exceed by \$145,833 from \$2,189,063 to \$2,334,896 and the Period Three Amount Not to Exceed by \$875,000 from \$2,189,063 to \$3,064,063, for a revised cumulative contract amount not to exceed \$7,788,022; and

**WHEREAS**, the Parties executed Amendment No. 3 to update Contractor's place of business and services from "4281 Katella Avenue, Suite 201, Los Alamitos, CA 90720" to "8337 Telegraph Road, Suite 115, Pico Rivera, CA 90660"; and

**WHEREAS**, the Parties now desire to enter into this Amendment No. 4 to amend Paragraph VII., Exhibit A and Exhibit B of the Contract, to add Paragraph XXXII., to update Contractor's place of business, and to renew the Contract for one year.

**NOW THEREFORE,** Contractor and County, in consideration of the above recitals, agree to amend the Contract as follows:

1. The Contract is renewed for a period of one (1) year, effective July 1, 2023 through June 30, 2024, in an amount not to exceed \$3,580,770 for this renewal period, for a revised

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Contract MA-042-20011341

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cumulative contract amount not to exceed \$11,368,792; 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: July 1, 2020 through June 30, 2024

Period One: July 1, 2020 through June 30, 2021 Period Two: July 1, 2021 through June 30, 2022 Period Three: July 1, 2022 through June 30, 2023 Period Four: July 1, 2023 through June 30, 2024

#### Amount Not to Exceed:

Period One Amount Not to Exceed: \$ 2,389,063
Period Two Amount Not to Exceed: \$ 2,334,896
Period Three Amount Not to Exceed: \$ 3,064,063
Period Four Amount Not to Exceed: \$ 3,580,770
TOTAL AMOUNT NOT TO EXCEED: \$11,368,792"

3. Referenced Contract Provisions, CONTRACTOR DUNS Number section, of the Contract is deleted in its entirety and replaced with the following:

"CONTRACTOR UEI Number: Y2JFL6LCGPA7"

4. Referenced Contract Provisions, Notices to COUNTY and CONTRACTOR, CONTRACTOR section, of the Contract is deleted in its entirety and replaced with the following:

"CONTRACTOR: College Community Services

8337 Telegraph Road, Suite 300

Pico Rivera, CA 90660

Gioconda Rodriguez, California State Director

Gio.Rodriguez@pathways.com"

- 5. All references to "Maximum Obligation" in the Contract are replaced with "Amount Not to Exceed".
- 6. Paragraph XXXII. Revenue is hereby added to the Contract as follows:

## "XXXII. REVENUE

- A. CLIENT FEES CONTRACTOR shall charge a fee to Clients to whom services are provided pursuant to this Contract, their estates and responsible relatives, in accordance with the fee system designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.
- B. THIRD-PARTY REVENUE CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Contract may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.
- C. PROCEDURES CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's

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procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible."

- 7. 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 supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice."
- 8. 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 One	Period Two	Period Three	Period Four	TOTAL
Administrative Costs					
Indirect	<u>\$133,500</u>	<u>\$151,439</u>	\$220,528	<u>\$195,279</u>	<u>\$700,746</u>
Subtotal Administrative Costs	\$133,500	\$151,439	\$220,528	\$195,279	\$700,746
Program Costs					
Salaries	\$616,922	\$709,962	\$1,057,824	\$892,263	\$3,276,971
Benefits	\$141,892	\$166,956	\$265,288	\$240,911	\$815,047
Services & Supplies	\$120,785	\$119,398	\$119,398	\$148,664	\$508,245
Flexible Funds	<u>\$10,400</u>	<u>\$11,233</u>	<u>\$15,400</u>	\$20,020	\$57,053
Subtotal Program Costs	\$889,999	\$1,007,549	\$1,457,910	\$1,301,858	\$4,657,316
Total Gross Costs	\$1,023,499	\$1,158,988	\$1,678,438	\$1,497,137	\$5,358,062
Total Amount Not to Exceed	\$1,023,499	\$1,158,988	\$1,678,438	\$1,497,137	\$5,358,062"

- 9. 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 (FTE) continuously throughout the specified Period of the

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Contract MA-042-20011341

Contract. One (1) FTE will be equal to an average of forty (40) hours work per week.

	Period One	Period Two	Period Three	Period Four
PROGRAM	<u>FTE</u>	<u>FTE</u>	<u>FTE</u>	<u>FTE</u>
ADMINISTRATION				
Regional Director	0.20	0.20	0.20	0.20
Program Director-Licensed	0.42	0.50	0.50	0.50
Data Analyst	0.34	0.50	0.50	0.50
Office Assistant	1.00	1.00	1.00	0.00
Office Manager	0.00	0.00	0.00	<u>1.00</u>
Subtotal Program Admin	1.96	2.20	2.20	2.20
PROGRAM				
Clinical Manager	1.00	1.00	1.00	1.00
Lead Peer Mentor	3.00	3.00	3.00	3.00
Peer Mentor II/III	8.00	10.00	10.00	4.00
Peer Mentor II/III Bilingual	0.00	0.00	0.00	2.00
Peer Mentor III	0.00	0.00	0.00	3.00
Peer Mentor II	0.00	0.00	0.00	1.00
Subtotal Program	12.00	<u>14.00</u>	<u>14.00</u>	<u>14.00</u>
TOTAL	13.96	16.20	16.20	16.20"

- 10. Exhibit A, Paragraph VI. Staffing, subparagraph H., of the Contract is deleted in its entirety and replaced with the following:
  - "H. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies, any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract."
- 11. Exhibit A, Paragraph VI. Staffing, subparagraph I., of the Contract is deleted in its entirety.
- 12. Exhibit A, Paragraph VI. Staffing, subparagraphs J., K., L., M., and N., of the Contract are re-lettered I., J., K., L., and M., respectively.
- 13. Exhibit B, 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 B 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.

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	Period One	Period Two	Period Three	Period Four	TOTAL
Administrative Costs					
Indirect	<u>\$131,896</u>	\$153,077	<u>\$178,923</u>	<u>\$271,778</u>	\$735,674
Subtotal Administrative Costs	\$131,896	\$153,077	\$178,923	\$271,778	\$735,674
Program Costs					
Salaries	\$591,976	\$706,563	\$829,735	\$1,284,652	\$3,412,926
Benefits	\$136,155	\$164,887	\$205,105	\$346,856	\$853,003
Services & Supplies	\$144,755	\$144,121	\$160,437	\$165,493	\$614,806
Flexible Funds	<u>\$6,426</u>	<u>\$7,259</u>	<u>\$11,426</u>	<u>\$14,854</u>	<u>\$39,965</u>
Subtotal Program Costs	\$879,312	\$1,022,830	\$1,206,703	\$1,811,855	\$4,920,700
Total Gross Costs	\$1,011,208	\$1,175,907	\$1,385,626	\$2,083,633	\$5,656,374
Total Amount Not to Exceed	\$1,011,208	\$1,175,907	\$1,385,626	\$2,083,633	\$5,656,374"

- 14. Exhibit B, Paragraph V. Services, subparagraph B.1., of the Contract is deleted in its entirety and replaced with the following:
  - "1. The target groups for the Track Two program are Orange County adults residing in 18 to 59 years of age, and older adults 60 years of age and above, who have been diagnosed with a serious mental illness and who may have a co-occurring disorder, and are pending discharge from COUNTY's Crisis Stabilization Unit (CSU), College Hospital CSU, Exodus CSU at Be Well Campus, Royale Therapeutic Residential Center (RTRC), and other facilities as identified by COUNTY."
- 15. Exhibit B, Paragraph V. Services, subparagraph C.1., of the Contract is deleted in its entirety and replaced with the following:
  - "1. CONTRACTOR shall provide Peer Mentoring services that are culturally and linguistically appropriate while focusing on development of life management skills, independent living skills, relationship building skills, successful re-integration into the community, and facilitate linkages to behavioral health services and necessary community resources. The ultimate goal of Track Two Peer Mentoring services is to improve the step down rates from a hospitalization or inpatient stay, and link Clients to an appropriate level of care within the behavioral health system, as well as to appropriate community resources. The linkage process will include a link to Open Access, then links to the permanent ongoing outpatient clinical home. A Client may be discharged from Track Two services once they have attended their first appointments with both the Plan Coordinator and psychiatrist at the permanent outpatient clinical home."
- 16. Exhibit B, Paragraph V. Services, subparagraphs C.5., C.6., and C.7., of the Contract are hereby correctly re-numbered as C.4., C.5., and C.6.

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- 17. Exhibit B, 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 (FTE) continuously throughout the specified Period of the Contract. One (1) FTE will be equal to an average of forty (40) hours work per week.

	Period One	Period Two	Period Three	Period Four
	FTE	FTE	FTE	FTE
PROGRAM	<u> </u>	<u> </u>	<u> </u>	<u> </u>
ADMINISTRATION				
Regional Director	0.00	0.25	0.25	0.25
Program Director-Licensed	0.58	0.50	0.50	0.50
Data Analyst	0.66	0.50	0.50	0.50
Office Assistant	0.50	0.50	0.50	0.50
Subtotal Program Admin	1.74	1.75	1.75	1.75
PROGRAM				
Clinical Manager	1.00	1.00	1.00	1.00
Lead Peer Mentor	3.00	5.00	5.00	5.00
Peer Navigator	2.00	3.00	3.00	0.00
Peer Navigator – Bilingual	1.00	1.00	1.00	0.00
Peer Mentor II	3.00	5.00	5.00	5.00
Peer Mentor II Bilingual	2.00	2.00	2.00	2.00
Peer Mentor III	2.00	3.00	3.00	6.00
Peer Mentor III Bilingual	1.00	2.00	2.00	3.00
Subtotal Program	<u>15.00</u>	<u>22.00</u>	<u>22.00</u>	<u>22.00</u>
TOTAL	16.74	23.75	23.75	23.75"

- 18. Exhibit B, Paragraph VI. Staffing, subparagraph H., of the Contract is deleted in its entirety and replaced with the following:
  - "H. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies, any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract."
- 19. Exhibit B, Paragraph VI. Staffing, subparagraph I., of the Contract is deleted in its entirety.
- 20. Exhibit B, Paragraph VI. Staffing, subparagraphs J., K., L., M., and N., of the Contract are re-lettered I., J., K., L., and M, respectively.

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

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Contract MA-042-20011341

Amendment No. 4, and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 4 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**

County of Orange, Health Care Agency Contract MA-042-20011341 Page 7 of 8

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#### **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: College Community Services** 

Gio Rodriguez	State Director
Drint Mama by:	Title
4mod 3	3/17/2023
Signature	Date
<b>County of Orange,</b> a political subdivision of the S Purchasing Agent/Designee Authorized Signature	
Print Name	Title
Signature	Date
APPROVED AS TO FORM	
Office of the County Counsel Orange County, Cali	ifornia
Brittany McLean	Deputy County Counce
	Deputy County Counsel
Drint Name DocuSigned by:	Title
Brittany Melean	3/17/2023
9713A4061D4343D Signature	Date

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## **Contract Summary Form**

OC Expediter Requisition #: 1559105

**College Community Services** 

#### **SUMMARY OF SIGNIFICANT CHANGES**

- 1. Renewal adding 1, one-year Period to the Term of the Contract for FY 23-24.
- 2. Increase in annual not to exceed amount for FY 23-24 from prior periods.

#### **SUBCONTRACTORS**

This contract does not currently include subcontractors or pass through to other providers.

This contract, due to the nature of the services, could require the addition of subcontractors. In order to add subcontractor(s) to the contract, the provider/contractor must seek express consent from the department. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval. In the past (if there is information available), subcontractor(s) have/have not been used for this contract.

#### **CONTRACT OPERATING EXPENSES**

**Total Contract Not to Exceed Amount:** 

Period One Amount Not to Exceed: \$ 2,389,063
Period Two Amount Not to Exceed: \$ 2,334,896
Period Three Amount Not to Exceed: \$ 3,064,063
Period Four Amount Not to Exceed: \$ 3,580,770
TOTAL AMOUNT NOT TO EXCEED: \$11,368,792

The budget table below reflects the Track One and Track Two budgets. Please note Track Three was discontinued during Period One and represented \$354,356 in funding. All three tracks over the 4-year term reflect a revised cumulative Contract Total Amount Not to Exceed of \$11,368,792.

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### **Track One**

		Period One	Period Two	Period Three	Period Four	TOTAL
Administrati	ive Costs					
Indirect		<u>\$133,500</u>	<u>\$151,439</u>	\$220,528	\$195,279	\$700,746
Subtotal Costs	Administrative	\$133,500	\$151,439	\$220,528	\$195,279	\$700,746
Program Co	osts					
Salaries		\$616,922	\$709,962	\$1,057,824	\$892,263	\$3,276,971
Benefits		\$141,892	\$166,956	\$265,288	\$240,911	\$815,047
Services	& Supplies	\$120,785	\$119,398	\$119,398	\$148,664	\$508,245
Flexible F	unds	<u>\$10,400</u>	<u>\$11,233</u>	<u>\$15,400</u>	\$20,020	\$57,05 <u>3</u>
Subtotal Pro	ogram Costs	\$889,999	\$1,007,549	\$1,457,910	\$1,301,858	\$4,657,316
Total Gross	Total Gross Costs		\$1,158,988	\$1,678,438	\$1,497,137	\$5,358,062
Total Maxin	Total Maximum Obligation		\$1,158,988	\$1,678,438	\$1,497,137	\$5,358,062

### **Track Two**

	Period One	Period Two	Period Three	Period Four	TOTAL
Administrative Costs					
Indirect	<u>\$131,896</u>	<u>\$153,077</u>	<u>\$178,923</u>	<u>\$271,778</u>	<u>\$735,674</u>
Subtotal Administrative Costs	\$131,896	\$153,077	\$178,923	\$271,778	\$735,674
Program Costs					
Salaries	\$591,976	\$706,563	\$829,735	\$1,284,652	\$3,412,926
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Subtotal Program Costs	\$879,312	\$1,022,830	\$1,206,703	<u>\$1,811,855</u>	\$4,920,700
Total Gross Costs	\$1,011,208	\$1,175,907	\$1,385,626	\$2,083,633	\$5,656,374
Total Maximum Obligation	\$1,011,208	\$1,175,907	\$1,385,626	\$2,083,633	\$5,656,374

<sup>\*</sup>Administrative or indirect costs may include, but are not limited to, Office Expense, Program Telephone, Mileage, Staff Development, Travel, Advertising, Facility, Equipment, Maintenance, Insurance, Independent Audit, Miscellaneous.

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#### **AMENDMENT NO. 4**

#### TO

#### CONTRACT NO. MA-042-20011341

#### FOR

## PROVISION OF PEER MENTORING SERVICES FOR ADULTS AND OLDER ADULTS

This Amendment ("Amendment No. 4") to Contract No. MA-042-20011341 for Peer Mentoring Services for Adults and Older Adults is made and entered into on July 1, 2023 ("Effective Date") between College Community Services ("Contractor"), with a place of business at 8337 Telegraph Road, Suite 300, Pico Rivera, CA 90660, 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-042-20011341 for Peer Mentoring Services for Adults and Older Adults, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$ 6,767,189 ("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 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, Exhibit B and Exhibit C of the Contract and to increase the Period Two Amount Not to Exceed by \$145,833 from \$2,189,063 to \$2,334,896 and the Period Three Amount Not to Exceed by \$875,000 from \$2,189,063 to \$3,064,063, for a revised cumulative contract amount not to exceed \$7,788,022; and

**WHEREAS**, the Parties executed Amendment No. 3 to update Contractor's place of business and services from "4281 Katella Avenue, Suite 201, Los Alamitos, CA 90720" to "8337 Telegraph Road, Suite 115, Pico Rivera, CA 90660"; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to amend Paragraph VII., Exhibit A and Exhibit B of the Contract, to add Paragraph XXXII., to update Contractor's place of business, and to renew the Contract for two years one year.

**NOW THEREFORE,** Contractor and County, in consideration of the above recitals, agree to amend the Contract as follows:

1. The Contract is renewed for a period of two (2) years one (1) year, effective July 1, 2023 through June 30, 2025 2024, in an amount not to exceed \$7,404,9233,580,770 for this

renewal period, for a revised cumulative contract amount not to exceed \$15,192,94511,368,792; 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: July 1, 2020 through June 30, 20252024
Period One: July, 1, 2020 through June 30, 2021
Period Two: July 1, 2021 through June 30, 2022
Period Three: July 1, 2022 through June 30, 2023
Period Four: July 1, 2023 through June 30, 2024
Period Five: July 1, 2024 through June 30, 2025

#### Amount Not to Exceed:

Period One Amount Not to Exceed: \$ 2,389,063
Period Two Amount Not to Exceed: \$ 2,334,896
Period Three Amount Not to Exceed: \$ 3,064,063
Period Four Amount Not to Exceed: \$ 3,580,770
Period Five Amount Not to Exceed: \$ 3,824,153

TOTAL AMOUNT NOT TO EXCEED: \$15,192,94511,368,792"

3. Referenced Contract Provisions, Contractor CONTRACTOR DUNS Number, section, of the Contract is deleted in its entirety and replaced with the following:

"CONTRACTOR UEI Number: Y2JFL6LCGPA7"

4. Referenced Contract Provisions, Notices to COUNTY and CONTRACTOR, CONTRACTOR section, of the Contract is deleted in its entirety and replaced with the following:

"CONTRACTOR: College Community Services

8337 Telegraph Road, Suite 300

Pico Rivera, CA 90660

Gioconda Rodriguez, California State Director

Gio.Rodriguez@pathways.com"

- 5. All references to "Maximum Obligation" in the Contract are replaced with "Amount Not to Exceed".
- 6. Paragraph XXXII. Revenue is hereby added to the Contract as follows:

#### <u>"XXXII. REVENUE</u>

- A. CLIENT FEES CONTRACTOR shall charge a fee to Clients to whom services are provided pursuant to this Contract, their estates and responsible relatives, in accordance with the fee system designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services, but it shall not exceed the actual cost of services provided. No person shall be denied services because of an inability to pay.
- B. THIRD-PARTY REVENUE CONTRACTOR shall make every reasonable effort to obtain all available third-party reimbursement for which persons served pursuant to this Contract may be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

- C. PROCEDURES CONTRACTOR shall maintain internal financial controls which adequately ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible."
- 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 supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice."
- 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 One	Period Two	Period Three	Period Period Four Five	TOTAL	
Administrative Costs Indirect	<u>\$133,500</u>	<u>\$151,439</u>	<u>\$220,528</u>	<u>\$195,279</u>	- \$ <del>205,950</del> 700,746	- <del>\$906,696</del>
Subtotal Administrative Costs	\$133,500	\$151,439	\$220,528	\$195,279	\$ <del>205,950</del> 700,746	\$906,696
Program Costs					-	
Salaries	\$616,922	\$709,962	\$1,057,824	\$892,263	\$ <del>942,784</del> 3,276,971	<del>\$4,219,755</del>
Benefits	\$141,892	\$166,956	\$265,288	\$240,911	\$ <del>254,552</del> 815,047	<del>\$1,069,599</del>
Services & Supplies	\$120,785	\$119,398	\$119,398	\$148,664	\$ <del>155,046</del> 508,245	<del>\$663,291</del>
Flexible Funds	<u>\$10,400</u>	<u>\$11,233</u>	<u>\$15,400</u>	\$20,020	\$ <del>20,620</del> 57,053	<del>\$77,673</del>
Subtotal Program Costs	\$889,999	\$1,007,549	\$1,457,910	\$1,301,858	\$ <del>1,373,002</del> 4,657,316	<del>\$6,030,318</del>
Total Gross	\$1,023,499	\$1,158,988	\$1,678,438	\$1,497,137	\$ <del>1,578,952</del> <u>5,358,062</u>	<del>\$6,937,014</del>

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Contract MA-042-20011341

	Period One	Period Two	Period Three	Period Four	Period Five	TOTAL	
Costs							
Total Amount Not to	\$1,023,499	\$1,158,988	\$1,678,438	\$1,4	497,137	\$ <del>1,578,952</del> 5,358,062"	<del>\$6,937,</del>
Exceed		, ,	, ,	. ,	,		

- <u>8.9.</u> 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 (FTE) continuously throughout the specified Period of the Contract. One (1) FTE will be equal to an average of forty (40) hours work per week.

	Period One	Period Two	Period Three	Period Four	Period Five
	<u>FTE</u>	<u>FTE</u>	<u>FTE</u>	<u>FTE</u>	FTE
PROGRAM					
ADMINISTRATION					
Regional Director	0.20	0.20	0.20	0.20	0.20
					0.50
Program Director-Licensed	0.42	0.50	0.50	0.50	
Data Analyst	0.34	0.50	0.50	0.50	0.50
Office Assistant	1.00	1.00	1.00	0.00	0
Office Manager	0.00	0.00	<u>0.00</u>	<u>1.00</u>	<u>1.00</u>
Subtotal Program Admin	1.96	2.20	2.20	2.20	2.20
PROGRAM					
Clinical Manager	1.00	1.00	1.00	1.00	<del>1.00</del>
Lead Peer Mentor	3.00	3.00	3.00	3.00	3.00
Peer Mentor II/III	8.00	10.00	10.00	4.00	4.00
Peer Mentor II/III Bilingual	0.00	0.00	0.00	2.00	2.00
Peer Mentor III	0.00	0.00	0.00	3.00	3.00
Peer Mentor II	0.00	0.00	0.00	1.00	<del>1.00</del>
Subtotal Program	12.00	14.00	<u>14.00</u>	<u>14.00</u>	<del>14.00</del>
TOTAL	13.96	16.20	16.20 <del>16.20</del>		16.20"

- 9.10. Exhibit A, Paragraph VI. Staffing, subparagraph H., of the Contract is deleted in its entirety and replaced with the following:
  - "H. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies, any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract."

- 10.11. Exhibit A, Paragraph VI. Staffing, subparagraph I., of the Contract is deleted in its entirety.
- 41.12. Exhibit A, Paragraph VI. Staffing, subparagraphs J., K., L., M., and N., of the Contract are re-lettered I., J., K., L., and M., respectively.
- <u>42.13.</u> Exhibit B, 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 B 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 One	Period Two	Period Three	Period <del>Period</del> Four <del>Five</del>	TOTAL	
Administrative Costs Indirect Subtotal	<u>\$131,896</u>	<u>\$153,077</u>	<u>\$178,923</u>	<u>\$271,778</u>	\$ <del>292,852</del> 735,674	\$1,028,526 \$1,028,526
Administrative Costs	\$131,896	\$153,077	\$178,923	\$271,778	\$ <del>292,852</del> 735,674	, , = = , = =
Program Costs						
Salarie s	\$591,976	\$706,563	\$829,735	\$1,284,652	\$ <del>1,381,562</del> 3,412,926	<del>\$4,794,488</del>
Benefit s	\$136,155	\$164,887	\$205,105	\$346,856	\$ <del>373,021</del> 853,003	\$ <del>1,226,024</del>
Servic es & Supplies	\$144,755	\$144,121	\$160,437	\$165,493	\$ <del>182,466</del> 614,806	\$ <del>797,272</del>
Flexibl e Funds	<u>\$6,426</u>	<u>\$7,259</u>	<u>\$11,426</u>	<u>\$14,854</u>	\$ <del>15,300</del> 39,965	<del>\$55,265</del>
Subtotal Program Costs	\$879,312	\$1,022,830	\$1,206,703	\$1,811,855	\$ <del>1,952,349</del> 4,920,700	<del>\$6,873,049</del>
Total Gross Costs	\$1,011,208	\$1,175,907	\$1,385,626	\$2,083,633	\$ <del>2,245,201</del> 5,656,374	<del>\$7,901,575</del>
Total Amount Not to Exceed	\$1,011,208	\$1,175,907	\$1,385,626	\$2,083,633	\$ <del>2,245,20</del> 1 <u>5,656,374"</u>	<del>\$7,901,575</del> "

- 43.14. Exhibit B, Paragraph V. Services, subparagraph B.1., of the Contract is deleted in its entirety and replaced with the following:
  - "1. The target groups for the Track Two program are Orange County adults residing in 18 to 59 years of age, and older adults 60 years of age and above, who have been diagnosed with a serious mental illness and who may have a co-occurring disorder, and are pending discharge from COUNTY's Crisis Stabilization Unit (CSU), College Hospital CSU, Exodus CSU at Be Well Campus, Royale Therapeutic Residential

Center (RTRC), and other facilities as identified by COUNTY."

- 44.15. Exhibit B, Paragraph V. Services, subparagraph C.1., of the Contract is deleted in its entirety and replaced with the following:
  - "1. CONTRACTOR shall provide Peer Mentoring services that are culturally and linguistically appropriate while focusing on development of life management skills, independent living skills, relationship building skills, successful re-integration into the community, and facilitate linkages to behavioral health services and necessary community resources. The ultimate goal of Track Two Peer Mentoring services is to improve the step down rates from a hospitalization or inpatient stay, and link Clients to an appropriate level of care within the behavioral health system, as well as to appropriate community resources. The linkage process will include a link to Open Access, then links to the permanent ongoing outpatient clinical home. A Client may be discharged from Track Two services once they have attended their first appointments with both the Plan Coordinator and psychiatrist at the permanent outpatient clinical home."
- 45.16. Exhibit B, Paragraph V. Services, subparagraphs C.5., C.6., and C.7., of the Contract are hereby correctly re-numbered as C.4., C.5., and C.6.
- <u>16.17.</u> Exhibit B, 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 (FTE) continuously throughout the specified Period of the Contract. One (1) FTE will be equal to an average of forty (40) hours work per week.

	Period One	Period Two	Period Three	Period Four	Period Five
	FTE	FTE	FTE	FTE	FTE
PROGRAM	<u> </u>	<u> </u>	<u> </u>	<u>                                      </u>	<u> </u>
ADMINISTRATION					
Regional Director	0.00	0.25	0.25	0.25	0.25
Program Director-Licensed	0.58	0.50	0.50	0.50	0.50
Data Analyst	0.66	0.50	0.50	0.50	0.50
Office Assistant	0.50	0.50	0.50	0.50	<u>1.00</u>
Subtotal Program Admin	1.74	1.75	1.75	1.75	2.25
PROGRAM					
Clinical Manager	1.00	1.00	1.00	1.00	<del>1.00</del>
Lead Peer Mentor	3.00	5.00	5.00	5.00	<del>5.00</del>
Peer Navigator	2.00	3.00	3.00	0.00	0.00
Peer Navigator – Bilingual	1.00	1.00	1.00	0.00	0.00
Peer Mentor II	3.00	5.00	5.00	5.00	<del>5.00</del>
Peer Mentor II Bilingual	2.00	2.00	2.00	2.00	<del>2.00</del>
Peer Mentor III	2.00	3.00	3.00	6.00	6.00

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	Period One	Period Two	Period Three	Period Four	<del>Period</del> <del>Five</del>
	<u>FTE</u>	<u>FTE</u>	<u>FTE</u>	<u>FTE</u>	FTE
Peer Mentor III Bilingual	1.00	2.00	2.00	3.00	3.00
Subtotal Program	<u>15.00</u>	22.00	22.00	22.00	<del>22.00</del>
TOTAL	16.74	23.75	23.75	23.75"	<del>24.25"</del>

- <u>47.18.</u> Exhibit B, Paragraph VI. Staffing, subparagraph H., of the Contract is deleted in its entirety and replaced with the following:
  - "H. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies, any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Contract."
- 18.19. Exhibit B, Paragraph VI. Staffing, subparagraph I., of the Contract is deleted in its entirety.
- 19.20. Exhibit B, Paragraph VI. Staffing, subparagraphs J., K., L., M., and N., of the Contract are re-lettered I., J., K., L., and M, respectively.

This Amendment No. 4 modifies the Contract, <u>including all previous amendments</u>, only as expressly set forth herein. -Wherever there is a conflict in the terms or conditions between this Amendment No. 4, <u>Amendment No. 3</u>, <u>Amendment No. 2</u>, <u>Amendment No. 14</u>, and the Contract, <u>including all previous amendments</u>, the terms and conditions of this Amendment No. 4 prevail. -In all other respects, the terms and conditions of the Contract, <u>including all previous amendments</u>, 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.

Print Name	Title	
Signature	Date	
County of Orange, a political s	ubdivision of the State of California	
Purchasing Agent/Designee Au	thorized Signature:	
Print Name	 Title	
Print Name Signature	Title	
	Date	
Signature  APPROVED AS TO FORM	Date	

## **Contract Summary Form**

OC Expediter Requisition #: 1559105

**College Community Services** 

#### **SUMMARY OF SIGNIFICANT CHANGES**

- Renewal adding 21, one-year Periods to the Term of the Contract for FY 23-24 and 24-25.
- 2. Increase in annual not to exceed amounts for FY 23-24 and FY 24-25 from prior periods.

#### **SUBCONTRACTORS**

This contract does not currently include subcontractors or pass through to other providers.

This contract, due to the nature of the services, could require the addition of subcontractors. In order to add subcontractor(s) to the contract, the provider/contractor must seek express consent from the department. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval. In the past (if there is information available), subcontractor(s) have/have not been used for this contract.

#### **CONTRACT OPERATING EXPENSES**

**Total Contract Not to Exceed Amount:** 

Period One Amount Not to Exceed: \$ 2,389,063
Period Two Amount Not to Exceed: \$ 2,334,896
Period Three Amount Not to Exceed: \$ 3,064,063
Period Four Amount Not to Exceed: \$ 3,580,770
Period Five Amount Not to Exceed: \$ 3,824,153

TOTAL AMOUNT NOT TO EXCEED: \$\frac{15,192,945}{11,368,792}

The budget table below reflects the Track One and Track Two budgets. Please note Track Three was discontinued during Period One and represented \$354,356 in funding. All three tracks over the  $\underline{54}$ -year term reflect a revised cumulative Contract Total Amount Not to Exceed of \$ $\underline{15,192,945}$ 11,368,792.

## **Track One**

	Period One	Period Two	Period Three	Period Four	Period Five	TOTAL
Administrative Costs						Φ <b>7</b> 00 <b>7</b> 40
Indirect	<u>\$133,500</u>	<u>\$151,439</u>	\$220,528	<u>\$195,279</u>	<u>\$205,950</u>	\$700,746 \$906,696
Subtotal Administrative Costs	\$133,500	\$151,439	\$220,528	\$195,279	<del>\$205,950</del>	\$700,746 \$906,696
Program Costs						= =
Salaries	\$616,922	\$709,962	\$1,057,824	\$892,263	<del>\$942,784</del>	\$3,276,971 \$4,219,755
Benefits	\$141,892	\$166,956	\$265,288	\$240,911	<del>\$254,552</del>	\$815,047 \$1,069,599
Services & Supplies	\$120,785	\$119,398	\$119,398	\$148,664	<del>\$155,046</del>	\$508,245 \$663,291
Flexible Funds	<u>\$10,400</u>	<u>\$11,233</u>	<u>\$15,400</u>	<u>\$20,020</u>	<del>\$20,620</del>	\$57,053 \$77,673
Subtotal Program Costs	\$889,999	\$1,007,549	\$1,457,910	\$1,301,858	<del>\$1,373,002</del>	\$4,657,316 \$6,030,318
Total Gross Costs	\$1,023,499	\$1,158,988	\$1,678,438	\$1,497,137	<del>\$1,578,952</del>	\$5,358,062 \$6,937,014
Total Maximum Obligation	\$1,023,499	\$1,158,988	\$1,678,438	\$1,497,137	\$1,578,95 <u>2</u>	\$5,358,062 \$6,937,014
Track Two						
	Period One	Period Two	Period Three	Period Four	Period Five	TOTAL
Administrative Costs						Ф <b>7</b> 25 674
Indirect	<u>\$131,896</u>	<u>\$153,077</u>	<u>\$178,923</u>	<u>\$271,778</u>	<del>\$292,852</del>	\$735,674 \$1,028,526
Subtotal Administrative Costs	\$131,896	\$153,077	\$178,923	\$271,778	<del>\$292,852</del>	\$735,674 \$1,028,526
Program Costs						
Salaries	\$591,976	\$706,563	\$829,735	\$1,284,652	<del>\$1,381,562</del>	\$3,412,926 \$4,794,488
Benefits	\$136,155	\$164,887	\$205,105	\$346,856	<del>\$373,021</del>	\$853,003 \$1,226,024
Services & Supplies	\$144,755	\$144,121	\$160,437	\$165,493	<del>\$182,466</del>	\$614,806 \$797,272
Flexible Funds	<u>\$6,426</u>	<u>\$7,259</u>	<u>\$11,426</u>	<u>\$14,854</u>	<del>\$15,300</del>	\$39,965 \$55,265
Subtotal Program Costs	\$879,312	\$1,022,830	\$1,206,703	\$1,811,855	<del>\$1,952,349</del>	\$4,920,700 \$6,873,049
Total Gross Costs	\$1,011,208	\$1,175,907	\$1,385,626	\$2,083,633	<del>\$2,245,201</del>	\$5,656,374 \$7,901,575
Total Maximum Obligation	\$1,011,208	\$1,175,907	\$1,385,626	\$2,083,633	<del>\$2,245,201</del>	\$5,656,374 \$7,901,575

\*Administrative or indirect costs may include, but are not limited to, Office Expense, Program Telephone, Mileage, Staff Development, Travel, Advertising, Facility, Equipment, Maintenance, Insurance, Independent Audit, Miscellaneous.