



**AMENDMENT NO. 4
TO
CONTRACT NO. MA-042-19010174
FOR
WRAPAROUND BEHAVIORAL HEALTH OUTPATIENT SERVICES**

This Amendment (“Amendment No. 4”) to Contract No. MA-042-19010174 for Wraparound Behavioral Health Outpatient Services is made and entered into on July 1, 2022 (“Effective Date”) between New Alternatives, Inc. (“Contractor”), with a place of business at 3589 Fourth Avenue, San Diego, CA 92103, 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, the Parties executed Contract No. MA-042-19010174 for Wraparound Behavioral Health Outpatient Services, effective July 1, 2018 through June 30, 2021, in an aggregate amount not to exceed \$5,500,000, renewable for two additional one-year periods (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract to revise the staffing Full-Time Employee (FTE) units and to increase the Direct Service Hours (DSH) units of service; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract to revise Paragraph VI, Paragraph XII, Paragraph XVI, and Exhibit A of the Contract; to add Paragraph XXXII and Paragraph XXXIII to the Contract; and to renew the Contract for one year, effective July 1, 2021 through June 30, 2022, in an aggregate amount not to exceed \$2,000,000, for a revised cumulative total aggregate amount not to exceed \$7,500,000; and

WHEREAS, the Parties executed Amendment No. 3 to amend the Contract to increase the DSH units of services; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to amend the Contract to revise Paragraph XVI and Exhibit A of the Contract and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in 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 through June 30, 2023, in an aggregate amount not to exceed \$2,000,000 for this renewal term, for a revised cumulative total aggregate amount not to exceed \$9,500,000; on the amended terms and conditions.
2. Page 4, Referenced Contract Provisions, Term provision and Aggregate Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

“Term: July 1, 2018 through June 30, 2023

Period One means the period from July 1, 2018 through June 30, 2019

Period Two means the period from July 1, 2019 through June 30, 2020

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

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

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

Aggregate Maximum Obligation:

Period One Aggregate Maximum Obligation:	\$ 1,500,000
Period Two Aggregate Maximum Obligation:	2,000,000
Period Three Aggregate Maximum Obligation:	2,000,000
Period Four Aggregate Maximum Obligation:	2,000,000
Period Five Aggregate Maximum Obligation:	<u>2,000,000</u>
TOTAL AGGREGATE MAXIMUM OBLIGATION:	\$ 9,500,000"

3. All references in the Contract to "Maximum Obligation" shall be replaced with "Aggregate Maximum Obligation".

4. Paragraph XVI. Maximum Obligation, subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

"A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Wraparound Behavioral Health Outpatient Services during Period One, Period Two, Period Three, Period Four and Period Five are as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation."

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 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.

PERIOD FIVE

ADMINISTRATIVE COSTS

Salaries	\$ 46,155
Benefits	<u>11,539</u>
SUBTOTAL	\$ 57,694

PROGRAM COSTS

Salaries	\$ 173,908
Benefits	43,477
Services & Supplies	<u>34,921</u>
SUBTOTAL	252,306
TOTAL GROSS COSTS	\$ 310,000

REVENUE

Federal Medi-Cal	\$ 155,000
SSA Contribution	<u>\$ 155,000</u>
TOTAL REVENUE	\$ 310,000
TOTAL MAXIMUM OBLIGATION	\$ 310,000"

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 amounts of \$20,833 for Period One, \$20,833 for Period Two, \$25,833 for Period Three, \$32,083 for Period Four and \$25,833 for Period Five. 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, 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 the Aggregate Maximum Obligation for each period as stated 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.”

7. 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 of work per week to provide behavioral health outpatient services for children and youth:

PROGRAM	FTEs
Regional /Program Director	0.13
Accounting/Bookkeeper	0.13
Data Entry Clerk	0.26

Care Coordinator	0.78
Care Coordinator-Bilingual	0.78
Wraparound Supervisor	0.26
Wraparound Supervisor-Bilingual	0.26
Parent Partner	0.78
Parent Partner-Bilingual	0.78
Youth Partner	0.65
Youth Partner-Bilingual	0.65
TFCO Youth Partner	0.13
TFCO Youth Partner – Bilingual	0.13
Intake Assessment	0.07
Quality Assurance Coordinator	<u>0.13</u>
TOTAL PROGRAM FTEs	5.92”

8. Exhibit A, Paragraph VI Staffing, subparagraph I.2 of the Contract is deleted in its entirety and replaced with the following:

“2. CONTRACTOR shall, during the term of the Contract, provide a minimum of 400 billable hours of services per month as identified in the Services Paragraph of this Exhibit A to the Contract.”

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 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: New Alternatives, Inc.

Tim Farley

AED

DocuSigned by:

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Signature

Title
3/7/2022

Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Signature

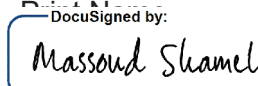
Title

Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Massoud Shamei

Deputy County Counsel

DocuSigned by:

79055CA571A94F8...
Signature

Title
3/7/2022

Date