



**AMENDMENT NO. 4
TO
CONTRACT NO. MA-042-20011339
FOR PROVISION OF
MENTAL HEALTH PEER SUPPORT AND WELLNESS CENTER SERVICES-WEST**

This Amendment ("Amendment No. 4") to Contract No. MA-042-20011339 for Mental Health Peer Support and Wellness Center Services-West is made and entered into on July 1, 2023 ("Effective Date") between Orange County Association for Mental Health DBA Mental Health Association of Orange County ("Contractor"), with a place of business at 1971 East 4th Street, Suite 130A, Santa Ana, CA 92705, 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-042-20011339 for Mental Health Peer Support and Wellness Center Services-West, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$3,063,639 ("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, on or about April 26, 2022, executed Amendment No. 2 to amend Exhibit A and to increase the Period Two Amount Not to Exceed by \$37,116 from \$1,021,213 to \$1,058,329 and the Period Three Amount Not to Exceed by \$222,697 from \$1,021,213 to \$1,243,910, for a new revised cumulative contract amount not to exceed \$3,323,452; and

WHEREAS, the Parties, on or about June 14, 2022, executed Amendment No. 3 to amend the Contract to change the Signature Page and update the Purchasing Agent/Designee Authorized Signature; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to amend Paragraph II, Paragraph VII, Paragraph XIII, and Exhibit A of the Contract; to add Paragraph XXXII to the Contract; and to renew the Contract for two years; and

NOW THEREFORE, Contractor and County, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, agree to amend the Contract as follows:

1. The Contract is renewed for a period of two (2) years, effective July 1, 2023 through June 30, 2025, in an amount not to exceed \$3,119,056 for this renewal period, for a revised

cumulative contract amount not to exceed \$6,442,508; 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, 2025
 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:	\$ 1,021,213
Period Two Amount Not to Exceed:	\$ 1,058,329
Period Three Amount Not to Exceed:	\$ 1,243,910
Period Four Amount Not to Exceed:	\$ 1,529,562
Period Five Amount Not to Exceed:	<u>\$ 1,589,494</u>
TOTAL AMOUNT NOT TO EXCEED:	\$ 6,442,508”

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

“CONTRACTOR UEI Number: DANLC9YADBF8”

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: Orange County Association for Mental Health
 DBA Mental Health Association of Orange County
 822 Town and Country Road
 Orange, CA 92868
 Contact Name/Title: Jeffrey Thrash, Chief Executive Officer
 Email: Thrash@mhaoc.org”

5. All references to “Maximum Obligation” in the Contract are replaced with “Amount Not To Exceed”.
6. Paragraph II. Alteration of Terms, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

“A. This Contract, together with Exhibits A, B, C, D, and E, attached hereto and incorporated herein, fully express the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Contract.”

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. Paragraph XIII. Indemnification and Insurance, of the Contract is deleted in its entirety and replaced with the following:

“XIII. INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current and to provide Certificates of Insurance (COI) and endorsements to COUNTY during the entire term of this Contract.
- C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.
- D. All self-insured retentions (SIRs) shall be clearly stated on the COI. Any SIRs in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by COUNTY’s Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR’s services in accordance with the indemnity provision stated in this Contract.

- E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.
- F. QUALIFIED INSURER
 - 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).
 - 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
- G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability Insurance	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

- H. REQUIRED COVERAGE FORMS
 - 1. The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.
 - 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.
- I. REQUIRED ENDORSEMENTS
 - 1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
 - a. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, agents, and employees as Additional Insureds, or provide blanket coverage, which states AS REQUIRED BY WRITTEN CONTRACT.
 - b. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that CONTRACTOR's insurance is primary and

- any insurance or self-insurance maintained by COUNTY shall be excess and non-contributing.
2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the COI:
 - a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents, and employees as Additional Insureds for its vicarious liability.
 - b. A primary and non-contributory endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by COUNTY shall be excess and non-contributing.
 - J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees or provide blanket coverage, which states AS REQUIRED BY WRITTEN CONTRACT.
 - K. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment.
 - L. CONTRACTOR shall provide thirty (30) calendar days prior written notice to COUNTY of any policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which COUNTY may suspend or terminate this Contract.
 - M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are "Claims -Made" policies, CONTRACTOR shall agree to the following:
 1. The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
 2. Insurance must be maintained, and evidence of insurance must be provided, for at least three (3) years after expiration or earlier termination of contract services.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of this Contract.
 - N. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
 - O. Insurance certificates should be forwarded to the department address listed in the Referenced Contract Provisions.
 - P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by COUNTY, COUNTY may terminate this Contract upon written notice.
 - Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
 - R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide acceptable COIs and endorsements to COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

- S. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.
- T. SUBMISSION OF INSURANCE DOCUMENTS
1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this Contract.
 - b. No later than the expiration date for each policy.
 - c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.
 2. The COI and endorsements shall be provided to COUNTY at the address as set forth in the Referenced Contract Provisions of this Contract.
 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
 - a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.
 - b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all contracts between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.
 - c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage."

9. 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 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.”

10. 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 advance and in writing, by ADMINISTRATOR and CONTRACTOR.

	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	PERIOD FIVE	TOTAL
ADMINISTRATIVE COST						
Indirect Costs	\$129,000	\$131,833	\$146,000	\$199,508	\$207,325	\$813,666
SUBTOTAL						
ADMINISTRATIVE COST	\$129,000	\$131,833	\$146,000	\$199,508	\$207,325	\$813,666
PROGRAM COST						
Salaries	\$528,719	\$540,884	\$601,708	\$831,812	\$865,084	\$3,368,207
Benefits	\$105,744	\$108,177	\$120,342	\$166,362	\$173,017	\$673,642
Services & Supplies	\$257,750	\$260,768	\$275,860	\$331,880	\$344,068	\$1,470,326
Subcontractor	\$0	\$16,667	\$100,000	\$0	\$0	\$116,667
SUBTOTALPROGRAM COST	\$892,213	\$926,496	\$1,097,910	\$1,330,054	\$1,382,169	\$5,628,842
TOTAL GROSS COST	\$1,021,213	\$1,058,329	\$1,243,910	\$1,529,562	\$1,589,494	\$6,442,508
REVENUE						
MHSA	\$1,021,213	\$1,058,329	\$1,243,910	\$1,529,562	\$1,589,494	\$6,442,508
TOTAL REVENUE	\$1,021,213	\$1,058,329	\$1,243,910	\$1,529,562	\$1,589,494	\$6,442,508
TOTAL AMOUNT NOT TO EXCEED	\$1,021,213	\$1,058,329	\$1,243,910	\$1,529,562	\$1,589,494	\$6,442,508

11. 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, at the provisional amounts of \$85,102 per month for Period One, \$88,195 per month for Period Two, \$103,660 per month for Period Three, \$127,464 per month for Period Four, and \$132,458 per month for Period Five. 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 the Amount Not to Exceed for each Period as stated 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.”

12. Exhibit A, Paragraph IV. Reports, subparagraph E., of the Contract is deleted in its entirety and replaced with the following:

“E. SPECIAL INCIDENT REPORT - CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of members, including but not limited to, serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident, and complete a Special Incident Report in accordance with guidelines provided by ADMINISTRATOR. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of member-related services provided by, or under contract with, COUNTY as identified in the ADMINISTRATOR Policies and Procedures (P&Ps).”

13. Exhibit A, Paragraph V. Services, subparagraphs C.7. through C.17., of the Contract are deleted in their entirety and replaced with the following:

“7. CONTRACTOR shall, at a minimum, provide the following service components in the Wellness Center program, as identified below:

- a. Wellness/Advocacy/Recovery: The Wellness Center shall be primarily focused on member wellness and advocacy. This may include classes on life skills, money management, member empowerment and Wellness Recovery Action Plans (WRAP). WRAP is a structured system to help members monitor uncomfortable and distressing symptoms and to reduce those symptoms by using planned responses. CONTRACTOR shall develop a WRAP plan for all consumer staff members and all new program members and shall strive to develop WRAP plans for all existing members to assist them in developing wellness tools. All WRAP groups shall be facilitated by peer members who have been trained in WRAP fundamentals. In addition to WRAP plans, both organizational and community resources shall be made available to staff that support them in their personal recovery as well as their professional growth.
- b. Recreation Activities: In addition to any planned outside recreation activities, the Wellness Center shall also utilize an indoor recreation area. This multifaceted space will serve various purposes as a classroom, arts center, a social room, and a performing arts stage. A range of social, recreational, athletic and spiritual activities shall be offered on and off site to increase opportunities for community integration.
- c. Community Integration: CONTRACTOR shall schedule off-site activities each month, with the frequency of such activities being driven by members and the Member Advisory Board. These activities shall assist members with developing skills that strengthen their confidence to engage in their own activities outside of the Center.
- d. Garden: The Wellness Center shall maintain an outdoor garden, either on-site or at a local community nursery. The garden shall be used to provide benefits for members on multiple levels, and shall offer members an opportunity for therapeutic recreation, learning job skills, team building exercises, and practicing responsibility. As a secondary benefit to having a garden, the harvest of fruits and vegetables may be used for cooking, nutrition, and healthy living classes offered by the program.
- e. Health & Wellness (Meditation/Relaxation): Member activities shall be developed that support health and well-being. Exercise, nutrition, healthy living, and smoking

- cessation classes as well as spiritual resources shall be offered, and a room shall be dedicated specifically for meditation, relaxation, and quiet introspection.
- f. Resource Center: The Wellness Center shall include a Resource Center that will offer literature, computer access, videos, tapes and other educational materials to members. Members may choose to check out specific material or use them in the Resource Center. In addition, job postings and other materials related to employment and education shall also be made available in this room.
 - g. Vocational/Job Training: Offer training for employment readiness (resume writing, interviewing, basic job skills), assistance in finding jobs for members with the intent of developing self-esteem and independence around securing and maintaining a job. Wellness Center staff shall assist in finding volunteer and paid positions for members, and support members who are working to facilitate success. Job-specific orientation shall be provided to all volunteers prior to their participation in volunteering activities or events.
8. MULTI-CULTURAL TRACK – CONTRACTOR shall offer all of the same groups, classes, and activities to members from the Vietnamese community who prefer to receive services in their own language.
 9. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted. Members shall be encouraged to participate in smoking cessation classes offered by the program.
 10. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.
 11. CONTRACTOR shall collaborate with community support groups to include hosting groups of interest to members such as AA and NA. These self-help groups will meet in order to provide members with an avenue for full recovery. The Wellness Center may offer ongoing 12-step groups geared towards members maintaining their sobriety and living a healthy life.
 12. CONTRACTOR shall possess the ability to provide or arrange for transportation of members to planned community activities or events, and maintain the ability to provide or arrange transportation for members for emergency services. Members shall be encouraged to utilize public transportation, carpools, or their own means of transportation whenever possible.
 13. COLLABORATION AND COMMUNITY PARTNERSHIPS
 - a. CONTRACTOR shall collaborate with other Orange County Wellness Centers in developing standardized protocols, guidelines, and policies including, but not limited to:
 - 1) Membership criteria;
 - 2) Member Advisory Board roles and responsibilities;
 - 3) Social Agreements; and
 - 4) Exited members.
 - b. CONTRACTOR shall collaborate with other Orange County Wellness Centers in developing combined events and activities that maximize participation from members in all regions of Orange County.
 - c. CONTRACTOR shall develop ongoing relationships with community partners to expand resources and services available to members.
 14. CONTRACTOR shall attend:

- a. Meetings requested by COUNTY staff to address any aspect of Wellness Center services.
 - b. Monthly management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to, compliance with policies and procedures, statistics, performance outcomes, and program services. The frequency of management meetings may be adjusted by ADMINISTRATOR as necessary.
 - c. Staff training for individuals by COUNTY representatives. Such training shall be conducted by CONTRACTOR and/or COUNTY staff.
15. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on members without obtaining prior written authorization from ADMINISTRATOR.
16. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Contract. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.”
14. Exhibit A, Paragraph V. Services, subparagraph D., of the Contract is deleted in its entirety and replaced with the following:

“D. PERFORMANCE OUTCOMES - CONTRACTOR shall, during the term of the Contract, be required to establish and achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as identified below. Performance Outcomes may be adjusted by mutual agreement and in writing, should environmental conditions related to the COVID-19 pandemic impact overall member attendance and participation in program activities.

1. Achieve monthly participation by seventy-five (75) or more unduplicated active members in community integration activities which may include, but are not limited to: social outings, recreational activities, and educational activities outside of the Wellness Center.
2. Achieve monthly participation by thirty percent (30%) of unduplicated active members in two (2) or more groups or activities offered either at the Center or in the community.
3. Achieve annual member employment, in paid employment positions, for a minimum of thirty (30) unduplicated members as a result of skills learned in employability classes provided by the program, as well as from participation in an annual Job Fair sponsored by the program.
4. Achieve a monthly minimum of seventy-five (75) unduplicated members volunteering in the program or in the community in a variety of settings.
5. Achieve annual enrollment of a minimum of fifty (50) unduplicated members in education classes offered at local community colleges, the Education Center at Tustin Campus, on-line courses, or other educational settings as a result of educational training groups/classes provided by the program.
6. Achieve annual participation by a minimum of one hundred (100) unduplicated members in facilitating all or portions of community meetings.
7. Achieve annual participation by a minimum of two hundred fifty (250) unduplicated members in co-facilitating groups, classes or activities offered by the program.
8. CONTRACTOR shall, at a minimum, analyze Performance Outcome data on a quarterly basis from the start date of this Contract, to determine the effectiveness of

services offered by the program, and make programming recommendations or modifications, as required, that ensure the services provided are meeting the needs of members and also to ensure that Performance Outcomes are achieved. CONTRACTOR shall provide a report of the results of this analysis to ADMINISTRATOR on a quarterly basis and shall also provide a final year-end analysis report that summarizes the overall status and achievement of Performance Outcomes established for this program.

9. Develop, in conjunction with COUNTY, additional ongoing performance measures/outcomes or program's target goals."

15. Exhibit A, Paragraph V. Services, subparagraph E.2., of the Contract is deleted in its entirety and replaced with the following:

"2. CONTRACTOR shall track the number of virtual/tele/in-person groups provided per week and how many members attend each group. These numbers shall be reported monthly."

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

	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	PERIOD FIVE
PROGRAM ADMINISTRATION					
Regional Clinical Supervisor	0.33	0.50	0.50	0.50	0.50
Program Director	1.00	1.00	1.00	1.00	1.00
Assistant Program Director	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Data Analyst	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
Subtotal Program Administration	4.33	4.50	4.50	4.50	4.50
PROGRAM					
Employment / Volunteer Specialist	1.00	1.00	1.00	1.00	1.00
Education Specialist	0.50	0.50	0.50	0.50	0.50
Peer Mentor Team Lead	1.00	1.00	1.00	2.00	2.00
Peer Mentor II	3.00	3.00	3.00	3.00	3.00
Peer Mentor I	<u>3.00</u>	<u>3.20</u>	<u>3.20</u>	<u>4.20</u>	<u>4.20</u>
Subtotal Program	8.50	8.70	8.70	10.70	10.70
SUBCONTRACTORS					
Subcontractor	<u>0.00</u>	<u>1.20</u>	<u>1.20</u>	<u>0.00</u>	<u>0.00</u>
Subtotal Subcontractors	0.00	1.20	1.20	0.00	0.00

	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	PERIOD FIVE
TOTAL	12.83	14.40	14.40	15.20	15.20"

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

“L. 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.”

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 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: Orange County Association for Mental Health
DBA Mental Health Association of Orange County**

Jeffrey A. Thrash	CEO
_____ Print Name	_____ Title
DocuSigned by: <i>Jeff Thrash</i>	3/20/2023
_____ Signature	_____ Date

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

Purchasing Agent/Designee Authorized Signature:

_____ Print Name	_____ Title
_____ Signature	_____ Date

APPROVED AS TO FORM

Office of the County Counsel, Orange County, California

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