



AMENDMENT NO. 45
TO
CONTRACT NO. MA-042-19010161
FOR
BEHAVIORAL HEALTH OUTPATIENT SERVICES FOR CHILDREN AND YOUTH

This Amendment ("Amendment No. 45") to Contract No. MA-042-19010161 for Behavioral Health Outpatient Services for Children and Youth is made and entered into on January~~July~~ 1, 2022 ("Effective Date") between Western Youth Services ("Contractor"), with a place of business at 23461 South Pointe Drive, Suite 220, Laguna Hills, CA 92653, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th Street, Suite 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-042-19010161 ("Contract") for Behavioral Health Outpatient Services for Children and Youth, effective July 1, 2018 through June 30, 2021, in an amount not to exceed \$30,847,371, renewable for two additional one-year terms; and

WHEREAS, the Parties executed Amendment No. 1 to exercise a contingency contract cost increase to increase the Period Two Maximum Obligation by \$334,346 from \$10,438,024 to \$10,772,370 and the Period Three Maximum Obligation by \$662,770 from \$10,438,024 to \$11,100,794, for a revised cumulative contract total amount not to exceed \$31,844,487, and to amend Exhibit A of the Contract to modify budget line items, staffing and units of service; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract to include Federal Emergency Management Agency (FEMA) provisions for Covid~~COVID~~-19 related needs and to add Exhibit D to the Contract, for the term of July 1, 2020 through December 30, 2020, to allow FEMA invoicing for Covid~~COVID~~-19 related expenditures; and

WHEREAS, the Parties executed Amendment No. 3 to amend Paragraph VI., Paragraph XXIX., and Exhibit A of the Contract; to add Paragraph XLI. and Paragraph XLII. to the Contract; and to renew the Contract for one year, for the term of effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$11,511,304 ~~for the term~~, for a revised cumulative contract total amount not to exceed \$43,355,791; and

~~WHEREAS, the Parties now desire to enter into~~ executed Amendment No. 4 to increase the Period Four Amount Not ~~to~~ To Exceed ~~and to modify Exhibit A for budget line items, staffing pattern, and services.~~

~~NOW THEREFORE, Contractor and County agree to amend the Contract as follows:~~

~~1. The Period Four Amount Not to Exceed is increased~~ by \$997,132 from \$11,511,304 to \$12,508,436, for a revised cumulative contract total amount not to exceed

\$44,352,923, ~~on the amended terms and conditions.~~ and to amend Exhibit A of the Contract to modify budget line items, staffing and units of service; and

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to amend Paragraph VI. 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. ~~Page 4,~~ The Contract is renewed for a term of one year, effective July 1, 2022 through June 30, 2023, in an amount not to exceed \$14,594,625 for this renewal term, for a revised cumulative contract total amount not to exceed \$58,947,548; on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and Amount Not ~~to~~ To Exceed provision, of the Contract ~~is~~ are deleted in ~~its~~ 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

Amount Not To Exceed:

Period One Amount Not ~~to~~ To Exceed: \$ 9,971,323

Period Two Amount Not ~~to~~ To Exceed: 10,772,370

Period Three Amount Not ~~to~~ To Exceed: 11,100,794

Period Four Amount Not ~~to~~ To Exceed: 12,508,436

Period Five Amount Not To Exceed: 14,594,625

TOTAL AMOUNT NOT TO EXCEED: \$ ~~44,352,923~~ 58,947,548”

3. All references in the Contract to “Maximum Obligation” shall be deleted and replaced with “Amount Not to Exceed”.
4. 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 individual and/or consolidated 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.”

- 3.5. Exhibit A, Paragraph II. Budget, subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the ~~Contract 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.

ADMINISTRATIVE COST	PERIOD FOUR FIVE
— Indirect	\$ 1,631,534 905,603
SUBTOTAL ADMINISTRATIVE COST	\$ 1,631,534 905,603
PROGRAM COST	
Salaries	\$ 7,862,052 9,067,324
Benefits	1,284,343 442,159
Services and Supplies	1,730,507 2,179,539
	\$
SUBTOTAL PROGRAM COST	10,876,902 12,689,022
	\$
TOTAL GROSS COST	12,508,436 14,594,625
REVENUE	
Federal Medi-Cal/State Medi-Cal Match	\$ 6,254,218 12,693,665
	5,217,578
MHSA — State Medi-Cal Match	1,900,960
—MHSA	1,036,640

TOTAL REVENUE \$
~~12,508,436~~ 14,594,625

TOTAL AMOUNT NOT TO EXCEED \$
~~12,508,436~~ 14,594,625

~~4.6.~~ 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, at the provisional amount per month of \$830,944 for Period One, \$869,835 for Period Two, \$925,066 for Period Three, ~~and~~ for Period Four, the amount of \$959,275 for the months of July 2021 through December 2021 and the amount of \$1,042,369 for the months of January ~~2021~~ 2022 through June 2022, ~~and \$1,216,218 for Period Five.~~ All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the ~~Contract~~ 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 ~~Contract~~ Agreement; provided, however, the total of such payments does not exceed the Amount ~~not to~~ Not To Exceed for each ~~period~~ Period as stated in the Referenced Contract Provisions of the ~~Contract~~ 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.”

~~5.7.~~ 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 Full-Time Equivalents (FTEs) continuously throughout the term of the ~~Contract~~ Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

	Anaheim North Region	Fountain Valley West Region	Santa Ana East Region	Mission Viejo South Region	MHSA
PROGRAM <u>NON-DSH PRODUCING</u>					
Program Director	1.00	1.00	1.00	0.50 <u>1.00</u>	0.50
Clinical Supervisor — Psych <u>Program Director – QRT</u>	0.50 <u>0.24</u>	0.50 <u>0.17</u>	0.50 <u>0.33</u>	0.00 <u>0.13</u>	0.00
Associate Clinical Supervisor <u>Director</u>	1.50 <u>0.24</u>	2.00 <u>0.25</u>	0.27 <u>0.2</u>	0.60 <u>0.13</u>	0.50
Quality Improvement Coordinator <u>Clinical Supervisor – Psych</u>	0.75 <u>0.00</u>	1.00 <u>0.25</u>	1.00 <u>0.75</u>	1.00 <u>0.00</u>	0.00
Quality Improvement Assistant <u>Clinical Supervisor</u>	2.25 <u>0.00</u>	1.00 <u>0.50</u>	2.00	1.00	1.00
Intake <u>Quality Improvement Coordinator</u>	0.10 <u>0.00</u>	0.10 <u>0.00</u>	1.00	0.10 <u>0.00</u>	0.00

Administrative <u>Quality Improvement</u> Assistant	31.00	3.25 <u>1.0</u> 0	32.00	1.00	1.00
Child Care Worker <u>Quality Improvement</u> Assistant - QRT	0.05 <u>24</u>	0.00 <u>17</u>	0.00 <u>33</u>	0.00 <u>13</u>	0.00
Associate Clinical Director <u>Administrative</u> Assistant	0.24 <u>4</u> 00	0.25 <u>4.0</u> 0	3.00 <u>0.2</u> 7	0.13 <u>2.00</u>	0.11
Program Director <u>Administrative</u> Assistant – QRT	0.24	0.17	0.33	0.13	0.13
Clinical Supervisor <u>QRT</u> <u>Intake Assistant</u>	0.72 <u>1.</u> 00	1.00 <u>0.5</u> 4	0.99 <u>1.0</u> 0	0.39 <u>50</u>	0.39
Quality Improvement Assist <u>QRT</u> <u>Lead</u> Clinical Supervisor	0.24	0.17	0.33 <u>00</u>	0.13	0.13
Administrative Assistant <u>Clinical</u> Supervisor - QRT	0.24 <u>48</u>	0.17	0.33 <u>66</u>	0.13	0.13
Postdoctoral Psychology Fellow <u>QRT</u> <u>Clinical Supervisor (Psych) – QRT</u>	0.24 <u>00</u>	0.17	0.33	0.13	0.13
Psychiatrist <u>PROGRAM DSH PRODUCING</u>	0.75	1.00	0.25	0.25	0.00
Psychologist <u>Psychiatrist</u>	1.50 <u>0.</u> 75	1.50 <u>00</u>	0.25 <u>1.5</u> 0	0.00 <u>25</u>	0.00
Psychology Intern (APA) <u>Psychologist</u>	1.30 <u>75</u>	1.30 <u>75</u>	1.30 <u>0.7</u> 5	0.00	0.00
Clinician <u>Psychology Intern (APA)</u>	12.75 <u>1</u> 30	14.00 <u>1</u> 30	16.80 <u>1</u> 30	8.75 <u>0.00</u>	0.00
Program Supervisor <u>Postdoctoral</u> <u>Psychology Fellow</u>	0.00	0.00	0 <u>1.00</u>	0 <u>1.00</u>	1.00
Clinician <u>ACCESS</u>	0.00 <u>15</u> 50	0.00 <u>14.</u> 50	0 <u>17.00</u>	0.00 <u>11.7</u> 5	5.00
TBS Coach <u>ACCESS</u> <u>Vacancy Factor</u>	0.00 1.74	0.00 1.67	0.00 1.74	0.00 <u>1.17</u>	5.00
<u>SUBTOTAL PROGRAM FTE</u>					
<u>GRAND TOTAL FTE</u>	26.27 <u>3</u> 0.24	27.99 <u>2</u> 8.90	33.18 <u>3</u> 2.06	14.14 <u>19.</u> 24"	15.02 "

6.8. Exhibit A, Paragraph VI. Staffing, subparagraphs M.2. and M.4. of the Contract are deleted in their entirety and replaced with the following:

"2. During Period ~~Four~~Five of this ~~Contract~~Agreement, CONTRACTOR shall provide a minimum of ~~eighty-four~~ninety-seven thousand ~~six~~three hundred ~~ninety~~(84,690)~~eighty~~(97,380) billable DSH, ~~with a minimum of two thousand seven hundred (2,700) hours of medication support services, and eighty-one thousand nine hundred ninety (81,990) hours of other mental health, case management, and/or crisis intervention or TBS services as identified in the Services Paragraph of this Exhibit A to the Contract Agreement.~~"

"4. CONTRACTOR shall maintain an active and on-going minimum caseload of at least ~~two~~one thousand ~~three~~eight hundred ~~eighty-seven~~(2,387)~~forty-eight~~(1,848) unduplicated Clients, of which at least ~~two~~one thousand ~~three~~eight hundred ~~eighty-seven~~(2,387)~~forty-eight~~(1,848) shall be Medi-Cal, throughout Period ~~Four~~Five of the ~~Contract~~Agreement, unless otherwise approved by ADMINISTRATOR."

This Amendment No. 45 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. 45 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 45 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 45 remain in full force and effect.

SIGNATURE PAGE FOLLOWS



SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 45. 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 ~~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 by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Western Youth Services

_____	_____
Print Name	Title
_____	_____
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

_____	Deputy County Counsel
Print Name	Title
_____	_____
Signature	Date