



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-22011583
FOR
CHILDREN AND TRANSITIONAL AGE YOUTH
FULL-SERVICE PARTNERSHIP/WRAPAROUND SERVICES
FOR CO-OCCURRING DISORDERS**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-22011583 for Children and Transitional Age Youth Full-Service Partnership/Wraparound Services for Co-Occurring Disorders is made and entered into on July 1, 2023 (“Effective Date”) between Children’s Hospital of Orange County, DBA CHOC Children’s (“Contractor”), with a place of business at 1201 West La Veta Avenue, Orange, CA 92868, 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 MA-042-22011583 for Children and Transitional Age Youth Full-Service Partnership/Wraparound Services for Co-Occurring Disorders, effective July 1, 2022 through June 30, 2025, in an amount not to exceed \$14,051,106 (“Contract”); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to the Contract to increase the Period Two Amount Not To Exceed and Period Three Amount Not To Exceed by \$3,218,963 from \$4,683,702 to \$7,902,665, for a revised cumulative total amount not to exceed \$20,489,032, and to modify Exhibit A to make budget line item, payment and staffing changes.

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

1. The Contract’s Period Two Amount Not To Exceed and Period Three Amount Not To Exceed are each increased by \$3,218,963 from \$4,683,702 to \$7,902,665, for a revised cumulative total amount not to exceed \$20,489,032.
2. Referenced Contract Provisions, Amount Not To Exceed provision, of the Contract is deleted in its entirety and replaced with the following:

“Amount Not To Exceed:

Period One Amount Not To Exceed:	\$ 4,683,702
Period Two Amount Not To Exceed:	7,902,665
Period Three Amount Not To Exceed:	<u>7,902,665</u>
TOTAL AMOUNT NOT TO EXCEED:	\$20,489,032”

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

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the 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	TOTAL
ADMINISTRATIVE COST				
Indirect	<u>\$ 610,918</u>	<u>\$1,030,782</u>	<u>\$1,030,782</u>	<u>\$2,672,482</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 610,918	\$1,030,782	\$1,030,782	\$2,672,482
PROGRAM COST				
Salaries	\$2,383,285	\$4,412,108	\$4,412,108	\$11,207,501
Benefits	\$ 662,640	\$1,235,390	\$1,235,390	\$3,133,420
Services and Supplies	\$ 382,014	\$ 579,539	\$ 579,539	\$1,541,092
Flexible Funds	<u>\$ 644,846</u>	<u>\$ 644,846</u>	<u>\$ 644,846</u>	<u>\$1,934,538</u>
SUBTOTAL PROGRAM COST	\$4,072,785	\$6,871,883	\$6,871,883	\$17,816,551
TOTAL GROSS COST	\$4,683,702	\$7,902,665	\$7,902,665	\$20,489,032
REVENUE				
MHSA	\$3,091,243	\$5,531,865	\$5,531,865	\$14,154,973
Federal Medi-Cal	<u>\$1,592,459</u>	<u>\$2,370,800</u>	<u>\$2,370,800</u>	<u>\$ 6,334,059</u>
TOTAL REVENUE	\$4,683,702	\$7,902,665	\$7,902,665	\$20,489,032
TOTAL AMOUNT NOT TO EXCEED	\$4,683,702	\$7,902,665	\$7,902,665	\$20,489,032”

4. Exhibit A, Paragraph III. Payments, subparagraph A. (but not including subparagraphs A.1. through 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 of \$390,308 per month for Period One and the provisional amount of \$658,555 per month for Period Two and Period Three. 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 COUNTY's Total Amount Not To Exceed as specified 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."

- 5. 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 of work per week to provide mental health crisis services for children and youth.

	Total FTEs
PROGRAM NON-DSH PRODUCING	
Administrative Assistant	1.00
Billing Representative	4.90
Data Analyst	1.00
Lead Billing Representative	1.00
Patient Services Representative/Medical Assistant	2.50
Program (Billing/QA) Supervisor	1.00
Program Administrator	0.10
Program Director	1.00
Program Manager-clinical	0.65
Program Manager-ops	0.75
Quality Assurance Representative	<u>1.00</u>
SUBTOTAL PROGRAM NON-DSH PRODUCING	14.90
PROGRAM DSH PRODUCING	
Program Manager – Clinical	0.35
Licensed Psychologist	2.83
Practicum Student	0.00
Psychology Fellow	3.00

Senior Social Worker	0.20
Licensed Clinician	7.40
Licensed Clinician Supervisor	3.00
Personal Service Coordinator	12.00
Parent Partner/Personal Service Coordinator	1.00
Housing/Benefits/Flex Coordinator/Personal Service Coordinator	1.00
TAY Coordinator (adult transition, employment, education)	1.00
Coordinator/Personal Service Coordinator	
Youth-Peer Partner/Personal Service Coordinator	1.00
Psychiatrist	<u>0.95</u>
SUBTOTAL PROGRAM DSH PRODUCING FTEs	33.73
	48.63
COMBINED PROGRAM TOTAL FTE	

6. Exhibit A, Paragraph VI. Staffing, subparagraphs O. and P., of the Contract are deleted in their entirety and replaced with the following:

“O. WORKLOAD STANDARDS – CONTRACTOR understands and agrees that at any given time the standards referenced below are minimum standards and shall make every effort to exceed these minimums.

1. One (1) DSH shall be equal to sixty (60) minutes of direct Client service.
2. CONTRACTOR shall provide a minimum of thirty-two thousand five hundred fifty-six (32,556) hours of Client related service, which shall include mental health, case management, Crisis Intervention, and other support services and is inclusive of both billable and non-billable services.
3. CONTRACTOR shall, at a minimum, provide the following DSH per month per FTE:
 - a. Program Manager - Clinical shall provide thirty (30) DSH per month or three hundred sixty (360) DSH per year.
 - b. Licensed Psychologist shall provide ninety-six (96) DSH per month or one thousand one hundred fifty-two (1,152) DSH per year.
 - c. Psychology Fellow shall provide thirty-two (32) DSH per month or three hundred eighty-four (384) DSH per year.
 - d. Senior Social Worker shall provide twenty (20) DSH per month or two hundred forty (240) DSH per year.
 - e. Licensed Clinician shall provide one hundred (100) DSH per month or one thousand two hundred (1,200) DSH per year.

f. Licensed Clinician Supervisor shall provide thirty-five (35) DSH per month or four hundred twenty (420) DSH per year.

g. Personal Service Coordinator shall provide eighty-five (85) DSH per month or one thousand twenty (1,020) DSH per year.

h. Parent Partner/Personal Service Coordinator shall provide eighty-five (85) DSH per month or one thousand twenty (1,020) DSH per year.

i. Housing/Benefits/Flex Coordinator/Personal Service Coordinator shall provide eighty-five (85) DSH per month or one thousand twenty (1,020) DSH per year.

j. TAY Coordinator (adult transition, employment, education) / Personal Service Coordinator shall provide eighty-five (85) DSH per month or one thousand twenty (1,020) DSH per year.

k. Youth-Peer Partner/Personal Service Coordinator shall provide eighty-five (85) DSH per month or one thousand twenty (1,020) DSH per year.

l. Psychiatrist shall provide ninety-five (95) DSH per month or one thousand one hundred forty (1,140) DSH per year.

4. CONTRACTOR shall maintain an ongoing minimum caseload of one hundred ninety-two (192) Clients/Client families throughout the term of the Contract, unless otherwise approved by ADMINISTRATOR.

5. CONTRACTOR shall provide a minimum of nine thousand one hundred sixteen (9,116) Face-to-Face Contacts with Clients/Client families per year for FSP/Wraparound services.

6. CONTRACTOR shall ensure a Face-to-Face Contact weekly for every Client and/or their family admitted to the program, unless written exception is granted by ADMINISTRATOR.

7. CONTRACTOR shall provide Face-to-Face Contact within three (3) business days of Client's Referral for services.

8. CONTRACTOR shall not refuse Client referrals if any of CONTRACTOR's staff are below workload standards, as defined in the Staffing Paragraph of this Exhibit A to the Contract, unless otherwise approved by ADMINISTRATOR.

P. STUDENT INTERNS

1. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

a. CONTRACTOR shall meet minimum requirements for supervision of each Student Intern as required by the State Licensing Board and/or school program descriptions or work contracts.

b. Student Intern services shall not comprise more than twenty percent (20%) of total services provided.

2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each Student Intern providing Mental Health Services and one (1) hour of supervision for each ten (10) hours of treatment for Student Interns providing substance abuse services. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Contract.”

This Amendment No. 1 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. 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: Children’s Hospital of Orange County, DBA CHOC Children’s

Kerri Ruppert Schiller	Executive Vice President & Chief Financial Officer
<small>Print Name DocuSigned by:</small> <i>Kerri Ruppert Schiller</i>	Title
<small>EA733E343C6A473...</small> Signature	4/10/2023
	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

Brittany McLean	Deputy County Counsel
<small>Print Name DocuSigned by:</small> <i>Brittany McLean</i>	Title
<small>9713A4061D4343D...</small> Signature	4/10/2023
	Date