



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-21011283
FOR
TRANSITIONAL AGE YOUTH CRISIS RESIDENTIAL SERVICES**

This Amendment ("Amendment No. 1") to Contract No. MA-042-21011283 for Transitional Age Youth Crisis Residential Services is made and entered into on September 10, 2022 ("Effective Date") between WAYMAKERS ("Contractor"), with a place of business at 1221 East Dyer Road, Suite 120, 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 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-042-21011283 for Transitional Age Youth Crisis Residential Services, effective July 1, 2021 through June 30, 2024, in an amount not to exceed \$3,803,121 ("Contract"); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to increase the Period Two Not To Exceed Amount and the Period Three Not To Exceed Amount each by \$785,113 from \$1,267,707 to \$2,052,820, for a revised cumulative not to exceed amount of \$5,373,347, and to modify Exhibit A of the Contract to make budget line items and payment changes.

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

1. Referenced Contract Provisions, Not to Exceed Amount provision, of the Contract is deleted in its entirety and replaced with the following:

"Amount Not To Exceed:

Period One Amount Not to Exceed:	\$ 1,267,707
Period Two Amount Not to Exceed:	2,052,820
Period Three Amount Not to Exceed:	<u>2,052,820</u>
TOTAL AMOUNT NOT TO EXCEED:	\$ 5,373,347"

2. Exhibit A, Paragraph II. Budget, subparagraph A, of the Contract is deleted in its entirety and placed 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.

	<u>Period</u> <u>One</u>	<u>Period</u> <u>Two</u>	<u>Period</u> <u>Three</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
Indirect	\$ 108,654	\$ 165,326	\$ 165,326	\$ 439,306
PROGRAM COST				
Salaries	\$ 573,628	\$ 1,133,653	\$ 1,133,653	\$ 2,840,934
Benefits	180,235	294,079	294,079	768,393
Services and Supplies	405,190	300,562	300,562	1,006,314
Subcontractor	<u>0</u>	<u>159,200</u>	<u>159,200</u>	<u>318,400</u>
SUBTOTAL PROGRAM COST	\$ 1,159,053	\$ 1,887,494	\$ 1,887,494	\$ 4,934,041
TOTAL GROSS COST	\$ 1,267,707	\$ 2,052,820	\$	\$ 5,373,347
REVENUE				
Federal Medi-Cal	\$ 226,339	\$ 1,011,452	\$ 1,011,452	\$ 2,249,243
MHSA	<u>1,041,368</u>	<u>1,041,368</u>	<u>1,041,368</u>	<u>3,124,104</u>
TOTAL REVENUE	\$ 1,267,707	\$ 2,052,820	\$ 2,052,820	\$ 5,373,347
TOTAL AMOUNT NOT TO EXCEED	\$ 1,267,707	\$ 2,052,820	\$ 2,052,820	\$ 5,373,347

3. 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, for Period One at the provisional amount of \$105,642 per month and for Period Two and Period Three at the provisional amount of \$171,068. 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 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.”

4. 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 Equivalent (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM NON-DSH PRODUCING	<u>FTE</u>
Chief Program Officer – Youth Development	0.05
Licensed Program Director	1.00
Licensed Clinical Supervisor/ Counselor IV	1.00
House Supervisor	1.00
Quality Assurance Billing Specialist	1.00
Mental Health Specialist	8.40
On Call Pool for Mental Health Specialists	<u>0.50</u>
SUBTOTAL NON-DSH PRODUCING	12.95
PROGRAM DSH PRODUCING	
Associate Clinician/Counselor II	2.00
Psychiatrist	<u>0.25</u>
SUBTOTAL DSH PRODUCING	2.25
GRAND TOTAL FTE	15.20"

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

“K. 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 three thousand six hundred (3,600) Client related direct service hours (DSH). Billable services shall be equal to minimum of eighty percent (80%) of total DSH or two thousand eight hundred eighty (2,880) billable DSH.
3. CONTRACTOR shall, at a minimum, provide the following DSH per month per FTE:
 - a. Associate Clinician/Counselor II shall provide one hundred (100) DSH per month or one thousand two hundred (1,200) DSH per year.
 - b. Psychiatrist shall provide twenty five (25) DSH per month or three hundred (300) DSH per year.
4. CONTRACTOR shall provide CRS to a minimum of seventy-eight (78) Clients during the term of the Contract. The program has the capacity of six (6) beds and a targeted length of stay of three (3) weeks with an occupancy rate of eighty-three percent (83%). Stays in this short-term program longer than the three-week target must have ADMINISTRATOR written approval.
5. CONTRACTOR shall not refuse Client referrals if any of CONTRACTOR’s staff are below workload standards, as defined in the Staffing Paragraph, Subparagraph K., of this Exhibit A to the Contract, unless otherwise approved by ADMINISTRATOR.”

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, 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: WAYMAKERS

Ronnetta J. Johnson	Chief Executive Officer
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Ronnetta J. Johnson</i>	7/6/2022
<small>E7650FB9A6CC48A...</small> 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

Massoud Shame1	Deputy County Counsel
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Massoud Shame1</i>	7/6/2022
<small>79055CA571A94F8...</small> Signature	_____ Date