



**AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-19010115
FOR
BEHAVIORAL HEALTH OUTPATIENT SERVICES FOR CHILDREN AND YOUTH**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-19010115 for Behavioral Health Outpatient Services for Children and Youth is made and entered into on July 1 2022 (“Effective Date”) between Waymakers (“Contractor”), with a place of business at 1221 E. 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 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-042-19010115 (“Contract”) for Behavioral Health Outpatient Services for Children and Youth, effective July 1, 2018 through June 30, 2021, in an amount not to exceed \$3,101,091, renewable for two additional one-year terms; and

WHEREAS, the Parties executed Amendment No. 1 to amend Paragraph VI., Paragraph XXIX., 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 amount not to exceed \$1,076,417, for a revised cumulative contract total amount not to exceed \$4,177,508; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract and to exercise a contingency contract cost increase to increase the Period Four Amount Not To Exceed by \$103,369 from \$1,076,417 to \$1,179,786, for a revised cumulative contract total amount not to exceed \$4,280,877; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 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. The Contract is renewed for a term of one-year, effective July 1, 2022 through June 30, 2023, in an amount not to exceed \$1,379,390 for this renewal term, for a revised cumulative contract total amount not to exceed \$5,660,267; on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and Amount Not To Exceed 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

Amount Not To Exceed:

Period One Amount Not To Exceed:	\$ 1,033,697
Period Two Amount Not To Exceed:	1,033,697
Period Three Amount Not To Exceed:	1,033,697
Period Four Amount Not To Exceed:	1,179,786
Period Five Amount Not To Exceed:	<u>1,379,390</u>
TOTAL AMOUNT NOT TO EXCEED:	\$ 5,660,267”

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.”

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 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	<u>PERIOD FIVE</u>
Indirect	\$ 115,696
PROGRAM COST	
Salaries	\$ 851,552
Benefits	214,926
Services and Supplies	119,216
Subcontracts	78,000
SUBTOTAL PROGRAM COST	\$ 1,263,694
TOTAL GROSS COST	\$1,379,390
REVENUE	
Federal Medi-Cal/ State Medi-Cal Match	\$1,307,630
MHSA	<u>71,760</u>
TOTAL REVENUE	\$1,379,390
TOTAL AMOUNT NOT TO EXCEED	\$1,379,390”

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, for Period One, Period Two, and Period Three at the provisional amount of \$86,141 per month; for Period Four at the provisional amount of \$89,701 per month for the months of July 2021 through December 2021 and at the provisional amount of \$106,929 per month for the months of January 2022 through June 2022; and for Period Five at the provisional amount of \$114,949 per month. 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 Amount Not To Exceed 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 Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM	FTE
Chief Program Officer - Director of Youth Development	0.05
Program Director	1.00
Office Specialist	1.00
Quality Assurance Specialist I/II	1.00
Clinician/Counselor Bilingual	4.00
Clinician/Counselor	3.00
Licensed Clinician	1.00
Mental Health Worker	<u>4.00</u>
SUBTOTAL PROGRAM	15.05
Subcontractor - Psychiatrist	<u>0.19</u>
TOTAL FTEs	15.24”

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 Five of this Agreement, CONTRACTOR shall provide a minimum of fourteen thousand four hundred (14,400) billable DSH hours for mental health, case management, and/or crisis intervention or TBS services as identified in the Services Paragraph of this Exhibit A to the Agreement.”

“4. CONTRACTOR shall maintain an active and on-going minimum caseload of at least one hundred ninety (190) unduplicated Clients, of which at least one hundred ninety (190) shall be Medi-Cal, throughout Period Five of the Agreement, unless otherwise approved by ADMINISTRATOR.”

This Amendment No. 3 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. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 3, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. 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: Waymakers

Ronnetta J. Johnson	Executive Director
<small>Print Name</small> <small>DocuSigned by:</small> <i>Ronnetta J. Johnson</i> <small>D52CE6A8FA7D448...</small> <small>Signature</small>	<small>Title</small> 3/24/2022 <small>Date</small>

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

Purchasing Agent/Deputized Designee Authorized Signature:

Print Name	Deputy Purchasing Agent
Signature	Title
	Date

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

Brittany McLean	Deputy County Counsel
<small>Print Name</small> <small>DocuSigned by:</small> <i>Brittany McLean</i> <small>9713A4061D4343D...</small> <small>Signature</small>	<small>Title</small> 3/24/2022 <small>Date</small>