



**AMENDMENT NO. 5  
TO  
CONTRACT NO. MA 042-20011549  
FOR  
ADULT SUPPORTED EMPLOYMENT SERVICES**

This Amendment (“Amendment No. 5”) to Contract No. MA 042-20011549 for Adult Supported Employment Services is made and entered into on July 1, 2023 (“Effective Date”) between Goodwill Industries of Orange County (“Contractor”), with a place of business at 410 North Fairview Street, Santa Ana, CA 92703, 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. 5<sup>th</sup> 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-042-20011549 for Adult Supported Employment Services, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$4,113,786, renewable for two additional one-year periods (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to include Federal Emergency Management Agency (FEMA) provisions to the 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 executed Amendment No. 2 to amend Exhibit A of the Contract to modify Paragraph IV. Services to add additional referral sources to the program, effective June 1, 2022; and

WHEREAS, the Parties executed Amendment No. 3 to amend Exhibit A of the Contract to modify Paragraph V. Staffing to add subparagraph B.12. and B.13., effective July 1, 2022; and

WHEREAS, the Parties executed Amendment No. 4 to amend Exhibit A of the Contract to modify Paragraph II. Budget to change Period Three budget with no change to the Amount Not To Exceed, effective December 6, 2022; and

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to amend Exhibit A and Paragraph VII. and to renew the Contract for two years 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 two (2) years, effective July 1, 2023 through June 30, 2025, in an amount not to exceed \$3,041,076 for this renewal term, for a revised cumulative total amount not to exceed \$7,154,862; on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and Not to Exceed Amount provision, of the Contract are deleted in their entirety and replaced with the following:

“Term: July 1, 2020 through June 30, 2025

Period One means the period from July 1, 2020 through June 30, 2021

Period Two means the period from July 1, 2021 through June 30, 2022

Period Three means the period from July 1, 2022 through June 30, 2023

Period Four means the period from July 1, 2023 through June 30, 2024

Period Five means the period from July 1, 2024 through June 30, 2025

Not to Exceed Amount:

Period One Not to Exceed Amount:	\$1,371,262
Period Two Not to Exceed Amount:	1,371,262
Period Three Not to Exceed Amount:	1,371,262
Period Four Not to Exceed Amount:	1,520,538
Period Five Not to Exceed Amount:	<u>1,520,538</u>
TOTAL NOT TO EXCEED AMOUNT:	<u>\$7,154,862”</u>

3. 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 Period One, Period Two, Period Three, Period Four and Period Five, 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 individual and/or consolidated 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. In the event CONTRACTOR has multiple contracts 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 the 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.”

4. All references to “Agreement” in the Contract are replaced with “Contract”.
5. All references to “Maximum Obligation” in the Contract are replaced with Not to Exceed Amount.
6. Exhibit A, Paragraph I. Common Terms and Definitions, subparagraph A.9, of the Contract is deleted in its entirety and replaced with the following:
- “9. Consumer or Participant means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Contract, who experiences chronic mental illness.”
7. All references to “Client/s” in the Contract are replaced with “Participant/s”.
8. Exhibit A, Paragraph II. Budget, subparagraph A. of the Contract has been revised to add Period Four and Period Five Budget as follows:

“

	<u>PERIOD</u> <u>FOUR</u>	<u>PERIOD</u> <u>FIVE</u>	<u>TOTAL</u> <u>(includes</u> <u>Period 1</u> <u>through 5)</u>
ADMINISTRATIVE COSTS			
Indirect Costs	<u>\$ 138,230</u>	<u>\$ 138,230</u>	<u>\$ 646,624</u>
SUBTOTAL			
ADMINISTRATIVE COST	\$ 138,230	\$ 138,230	<u>\$ 646,624</u>
PROGRAM COST			
Salaries	\$ 957,342	\$ 957,342	\$4,563,033
Benefits	197,504	197,504	\$ 819,689
Services and Supplies	219,512	219,512	1,085,866
Flexible Funds	<u>\$ 7,950</u>	<u>\$ 7,950</u>	<u>\$ 39,750</u>
SUBTOTAL PROGRAM			
COST	\$1382,308	\$1382,308	\$6,508,238
GROSS COST			
	\$1,520,538	\$1,520,538	\$7,154,862
REVENUE			
MHSA	<u>\$1,520,538</u>	<u>\$1,520,538</u>	<u>\$7,154,862</u>
TOTAL REVENUE			
TOTAL BUDGET			
	\$1,520,538	\$1,520,538	\$7,154,862

9. 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 of \$126,711 per month for Period Four and 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 Not to Exceed Amount for each Period as stated in the Referenced Contract Provisions of the Contract, and, provided further, CONTRACTOR's costs are reimbursable pursuant to federal, state and COUNTY regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid.”

- 10. Exhibit A, Paragraph IV. Services, subparagraph C.2.a.6., of the Contract is deleted in its entirety and replaced with the following:

“6) Group support and tutorial classes – Provide GED and keyboarding classes; Job Club - CONTRACTOR shall offer one (1) Job Club per month. Job Club will consist of a wide range of topics pertaining to employment activities, offering tips and suggestions about seeking, obtaining, and maintaining employment. Job Club will be open to enrolled and non-enrolled Participants. CONTRACTOR shall seek to establish collaborative partnerships with COUNTY and COUNTY-contracted programs;”

- 11. Exhibit A, Paragraph IV. Services, subparagraph I.2, of the Contract is deleted in its entirety and replaced with the following:

“2. Of the total Participants enrolled, program will ensure that no more than 25% of those individuals will be discharged for reason of non-participation.”

- 12. Exhibit A, Paragraph V. Staffing, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall provide the following staffing, expressed in FTEs, which shall be equal to an average of forty (40) hours per week, to provide Supported Employment services:

DIRECT PROGRAM	FTEs
Senior Program Manager	1.00
Program Manager	1.00
Administrative Assistant	0.75
Data Analyst	1.00
Enrollment Coordinator	1.00
Senior Employment Specialist	1.00
Employment Specialist	9.00
Peer Support Specialist	3.00
Receptionist	1.00
 TOTAL PROGRAM FTEs	 18.75”

- 13. Exhibit A, Paragraph V. Staffing, subparagraphs B.12 and B.13, of the Contract are deleted in their entirety and replaced with the following:

“12. 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.”

This Amendment No. 5 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. 5 and the Contract, the terms and conditions of this Amendment No. 5 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 5 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5. 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: Goodwill Industries of Orange County**

Elizabeth Jensen

Chief Financial officer

Print Name

Title

DocuSigned by:  
*Elizabeth Jensen*  
2D6260AE1B5940F...  
Signature

1/24/2023

Date

Print Name

Title

Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

William Norsetter

Deputy Purchasing Agent

Print Name

Title

Signature

Date

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

Brittany McLean

Deputy County Counsel

Print Name

Title

DocuSigned by:  
*Brittany McLean*  
9713A4061D4343D...  
Signature

1/25/2023

Date