



AMENDMENT NO. ~~23~~
TO
CONTRACT NO. MA-042-20010847
FOR
TRANSITIONAL AGE YOUTH AND
YOUNG ADULT MENTAL HEALTH OUTREACH SERVICES

This Amendment ("Amendment No. ~~23~~") to Contract No. MA-042-20010847 for Transitional Age Youth and Young Adult Mental Health Outreach Services is made and entered into on July 1, ~~2022~~2023 ("Effective Date") between The Laguna Playhouse ("Contractor"), with a place of business at 606 Laguna Canyon Road, Laguna Beach, CA 92651, 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, 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-042-20010847 for Transitional Age Youth and Young Adult Mental Health Outreach Services, effective December 15, 2019 through June 30, 2022, in an amount not to exceed \$469,204 ("Contract"); and

WHEREAS, on September 15, 2020, the Parties ~~entered into~~executed Amendment No. 1 to add 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 ~~now desire to enter into this~~executed Amendment No. 2 to amend Paragraph VI. and Exhibit A of the Contract and to renew the Contract for one year, effective July 1, 2022 through June 30, 2023, in an amount not to exceed \$179,500, for a revised cumulative total amount not to exceed \$648,704; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend Exhibit A of the Contract.

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

1. The Contract is renewed for a term of one (1) year, effective July 1, ~~2022~~2023 through June 30, ~~2023~~2024, in an amount not to exceed ~~\$179~~199,500 for this renewal term, for a revised cumulative total amount not to exceed ~~\$648,704~~848,204; on the amended terms and conditions.
2. Page 4, Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

"Term: December 15, 2019 through June 30, ~~2023~~2024

Period One means the period from December 15, 2019 through June 30, 2020

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

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

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

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

Maximum Obligation:

Period One Maximum Obligation:	\$ 110,204
Period Two Maximum Obligation:	179,500
Period Three Maximum Obligation:	179,500
Period Four Maximum Obligation:-	179,500
Period Five Maximum Obligation:	199,500

TOTAL MAXIMUM OBLIGATION: \$

~~648,704~~ 848,204"

3. ~~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 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."~~

- 4.3. 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 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.

	<u>PERIOD</u>
	<u>FOUR</u> <u>FIVE</u>
ADMINISTRATIVE COST	
Salaries	6,125
Benefits	\$ 1,838
SUBTOTAL ADMINISTRATIVE COST	\$ 7,963
PROGRAM COST	
Salaries	\$ 88,875 100,835
Benefits	26,662
Services and Supplies	<u>73,500 81,540</u>
SUBTOTAL PROGRAM COST	\$ 189 209,037
TOTAL GROSS COST	\$ 197 217,000
REVENUE	
Donations	17,500
MHSA	\$ 179 199,500
TOTAL REVENUE	\$ 197 217,000
TOTAL AMOUNT NOT TO EXCEED	\$ 179 199,500"

~~5.4.~~ 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, the provisional amount of ~~\$14,958~~ 16,625 per month for Period ~~Four~~ Five, as specified in the Referenced Contract Provisions of the Agreement. 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 hereunder; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified 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."

~~6.5.~~ Exhibit A, Paragraph V. Services, subparagraph C. of the Contract is deleted in its entirety and replaced with the following:

"C. UNITS OF SERVICE

CONTRACTOR shall achieve, track and record at a minimum, the following units of service.

Units of Service	Annual Contracted Units
Community agency partnerships	Minimum 20 <u>30</u>
Local college partnerships	Minimum 5
Organizations served through Life Stories	At least 10 <u>25</u>
Individuals served	2,000 <u>2800</u>
Youth Theatre Performances	Minimum 5 <u>3</u> "

~~7.6.~~ 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.

<u>DIRECT ADMINISTRATION</u>	<u>FTEs</u>
Community Outreach Manager	0.03
Associate Director of Youth Theatre, Education and Outreach	0.05
Assistant Controller	<u>0.03</u>
DIRECT ADMINISTRATION SUBTOTAL	0.11
 DIRECT PROGRAM	
Director of Youth Theatre, Education and Outreach	0.25
Associate Director of Youth Theatre, Education and Outreach	0.38 <u>20</u>
<u>Program Instructor</u>	<u>0.58</u>
<u>Program Instructor (Spanish)</u>	<u>0.20</u>
<u>Program Instructor (Vietnamese)</u>	<u>0.10</u>
Community Outreach Manager	0.20 <u>38</u>
—Program Instructor(s)	0.68

DIRECT PROGRAM SUBTOTAL

1.~~54~~71

TOTAL FTE's

1.~~62~~82"

This Amendment No. ~~23~~ 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. ~~23~~ and the Contract, including all previous amendments, the terms and conditions of this Amendment No. ~~23~~ shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. ~~23~~ remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. **23**. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be that of 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 bylaws demonstrating the legal authority of the signature to bind the company.

Contractor: The Laguna Playhouse

 Print Name

 Title

 Signature

 Date

 Print Name

 Title

 Signature

 Date

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

Purchasing Agent/Designee Authorized Signature:

 Print Name

 Deputy Purchasing Agent

 Title

 Signature

 Date
APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

 Print Name

 Deputy County Counsel

 Title

 Signature

 Date