



**AMENDMENT NO. 45**  
**TO**  
**CONTRACT NO. MA-042-18010715**  
**FOR**  
**Parent Education Services**

This Amendment ("Amendment No. 45") to Contract No. MA-042-18010715 for Parent Education Services is made and entered into on ~~February 10, 2021~~ July 1, 2022 ("Effective Date") between Olive Crest ("Contractor"), with a place of business at 2130 East 4<sup>th</sup> Street, Suite ~~600~~ 200, 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, 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-042-18010715 ("Contract") for Parent Education Services, effective October 1, 2017 through June 30, 2020, in an amount not to exceed \$2,967,343, renewable for two additional one-year terms; and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract and to renew the Contract for one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$1,064,770, for a revised cumulative total amount not to exceed \$4,032,113, renewable for one additional one-year term; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A, Paragraph II. Budget of the Contract; and

WHEREAS, the Parties executed Amendment No. 3 to amend Paragraphs VI. and XI. and Exhibit A of the Contract and to renew the Contract for one year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$1,494,303, for a revised cumulative total amount not to exceed \$5,526,416; and

WHEREAS, the Parties executed Amendment No. 4 to amend Exhibit A, Paragraph II. Budget of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. ~~4 to amend Exhibit A of the Contract and for County~~ 5 to continue receiving and Contractor to continue providing the services set forth in amend Exhibit A of the Contract; and to renew the Contract for one year.

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 through June 30, 2023, in an amount not to exceed \$1,494,303 for this renewal term, for a revised cumulative total amount not to exceed \$7,020,719; 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:** October 1, 2017 through June 30, 2023

**Period One** means the period from October 1, 2017 through June 30, 2018

**Period Two** means the period from July 1, 2018 through June 30, 2019

**Period Three** means the period from July 1, 2019 through June 30, 2020

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

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

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

**Maximum Obligation:**

Period One Maximum Obligation:	\$ 837,803
Period Two Maximum Obligation:	1,064,770
Period Three Maximum Obligation:	1,064,770
Period Four Maximum Obligation:	1,064,770
Period Five Maximum Obligation:	1,494,303
Period Six Maximum Obligation:	1,494,303
<b>TOTAL MAXIMUM OBLIGATION:</b>	<b>\$ 7,020,719"</b>

- 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><del>FIVE</del> <del>SIX</del></u>
ADMINISTRATIVE COST	
Salaries	<del>\$ 38,748</del> \$ 39,910
Benefits	<del>3,913</del>
Indirect Costs	<del>\$ 129,950</del> 124,788
SUBTOTAL ADMINISTRATIVE COST	\$ 168,611
PROGRAM COST	
Salaries	\$ <del>850,000</del> 966,577
Benefits	<del>138,600</del> 154,652
Services and Supplies	<del>264,065</del> 131,436

Subcontractor	<u>73,027</u>
SUBTOTAL PROGRAM COST	\$-1,325,692
 TOTAL GROSS COST	 \$-1,494,303
 REVENUE	
MHSa	<u>\$-1,494,303</u>
TOTAL REVENUE	\$-1,494,303
 TOTAL MAXIMUM OBLIGATION	 \$-1,494,303"

2.4. Exhibit A, Paragraph ~~VI. Staffing~~ 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. 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.~~

"A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$124,525 per month for Period Six, 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 the 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."

5. Exhibit A, Paragraph V. Services, subparagraph C.1., of the Contract is deleted in its entirety and replaced with the following:

"1. CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:

<del>ADMINISTRATION</del> Units of Service	<del>FTEs</del> FY 22-23 Contracted
	Units
<del>HR Director</del> Total number of courses	<del>0.05</del> 250
<del>Regional Family Services Director</del>	0.25
<del>Executive Director</del>	0.06

ADMINISTRATION SUBTOTAL

0.36

## PROGRAM

<del>Program Director</del>	<u>Total number of sessions</u>	<del>1.00</del> <u>600</u>
<del>— Program Supervisor</del>	<u>Total number of unduplicated participants to be served</u>	<del>1.00</del> <u>2,000</u>
<del>— Program Administrative Assistant</del>	<u>Total number of individual interventions</u>	<del>1.00</del> <u>475</u>
<del>— Program Supervisor</del>	<u>Unduplicated number of participants receiving individual interventions</u>	<del>2.00</del> <u>150</u>
<del>— Child Care Specialist</del>	<u>Children impacted by services</u>	<del>3.00</del> <u>000"</u>
<del>— Operations Supervisor</del>		<del>1.00</del>
<del>— Parent Trainer</del>		<del>8.00</del>
<del>— Parent Educator</del>		<del>2.00</del>
<del>— Community Involvement Specialist</del>		<del>0.25</del>
<del>— Outreach Coordinator</del>		<del>0.80</del>
<del>— Administrative Assistant</del>		<del>0.50</del>
<del>— Subcontractor</del>		<del>1.00</del>
PROGRAM SUBTOTAL		21.55

TOTAL FTEs

21.91"

This Amendment No. 45 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. 45 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 45 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 45 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 45. 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: Olive Crest**

\_\_\_\_\_  
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:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

Office of the County Counsel

Orange County, California

\_\_\_\_\_  
Print Name

Deputy County Counsel

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date