



AMENDMENT NO. 45
TO
CONTRACT NO. MA-042-20010235
FOR
EARLY INTERVENTION SERVICES FOR OLDER ADULTS

This Amendment ("Amendment No. 45") to Contract No. MA-042-20010235 for Early Intervention Services for Older Adults is made and entered into on ~~April~~ July 1, 2022 ("Effective Date") between Council On Aging – Southern California, Inc. ("Contractor"), with a place of business at 2 Executive Circle, ~~Suite~~ Ste. 175, Irvine, CA 92614, 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, 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-~~042-20010235~~ ("~~Contract~~") for Early Intervention Services for Older Adults, effective July 1, 2019 through June 30, 2022, in an amount not to exceed \$~~7,408,500~~; 4,204,251 ("~~Contract~~"); and

WHEREAS, the Parties executed Amendment No. 1 to ~~include~~ add Federal Emergency Management Agency (FEMA) provisions to the Contract for ~~Covid~~ COVID-19 related needs, effective July 1, 2020 through December 30, 2020, to allow invoicing for ~~Covid~~ COVID-19 related expenditures; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A ~~Paragraph II. Budget~~ of the Contract to modify the Budget paragraph for the period of ~~July 1~~ March 4, 2021, through June 30, ~~2022~~ 2021; and

WHEREAS, the Parties executed Amendment No. 3 to amend Exhibit A ~~Paragraph II. Budget~~ of the Contract to modify the Budget paragraph for the period of ~~July 1, 2021~~ January 28, 2022, through June 30, 2022; and

WHEREAS, the Parties executed Amendment No. 4 to amend Exhibit A of the Contract to modify the Budget and Staffing paragraphs for the period of April 18, 2022, through June 30, 2022; and

WHEREAS, the Parties now desire to enter into this Amendment No. ~~4 to amend Exhibit A Paragraph II. Budget and~~ 5 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 Paragraph VI. ~~Staffing~~, Paragraph XVII and 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 through June 30, 2023, in an amount not to exceed \$2,005,438 for this renewal term, for a revised

cumulative contract total amount not to exceed \$6,209,689; on the amended terms and conditions.

2. Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

“Term: July 1, 2019 through June 30, 2023

Period One means the period from July 1, 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

Maximum Obligation:

Period One Maximum Obligation:	\$1,401,417
Period Two Maximum Obligation:	1,401,417
Period Three Maximum Obligation:	1,401,417
Period Four Maximum Obligation:	2,005,438
TOTAL MAXIMUM OBLIGATION:	\$ 6,209,689”

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. Paragraph XVII. Maximum Obligation, subparagraph A, of the Master Agreement is deleted in its entirety and replaced with the following:

“A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Early Intervention Services of Older Adults for each Period are as specified in the Referenced Contract Provisions of this Agreement. This

specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It is therefore understood by the Parties that reimbursement to CONTRACTOR will be only a fraction of the Aggregate Maximum Obligation."

- ~~4.5.~~ 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.

PERIOD ~~THREE~~

FOUR

ADMINISTRATIVE COSTS

Office Space	\$ 8, 094 <u>250</u>
--------------	---------------------------------

Indirect Costs	<u>175253,000</u>
----------------	------------------------------

SUBTOTAL ADMINISTRATIVE COSTS	\$ 183,094 <u>261,250</u>
-------------------------------	--------------------------------------

PROGRAM COSTS

Salaries	\$ 738,820 <u>1,119,798</u>
----------	--

Benefits	145,312 <u>212,482</u>
----------	-----------------------------------

Services and Supplies	238,046 <u>280,400</u>
-----------------------	-----------------------------------

Subcontracts	<u>96,145131,508</u>
--------------	---------------------------------

SUBTOTAL PROGRAM COSTS	\$1, 218,323 <u>744,188</u>
------------------------	--

TOTAL GROSS COSTS	\$ 1,401,417 <u>2,005,438</u>
-------------------	--

REVENUE

MHSA	\$1,401,417 2,005,438
TOTAL REVENUE	\$1,401,417 2,005,438

MAXIMUM OBLIGATION	\$1,401,417 2,005,438"
--------------------	-----------------------------------

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

"C. UNITS OF SERVICE

1. CONTRACTOR shall achieve, track, report, and record at a minimum, the following units of service as specified below:

<u>SPECIFIC UNIT OF SERVICE</u>	<u>UNITS OF SERVICE</u>
<u>HOME VISITS</u>	<u>10,625</u>
<u>REFERRALS</u>	<u>5,950</u>
<u>LINKAGES</u>	<u>3,400</u>
<u>EDUCATIONAL, SKILLS & SOCIALIZATION GROUPS</u>	<u>1795</u>
<u>GEROPSYCHIATRY HOURS</u>	<u>90</u>
<u>THEREPEUCTIC INDIVIDUAL & GROUP SESSIONS (HOURS)</u>	<u>350</u>
<u>UNDUPLICATED PARTICIPANTS</u>	<u>840"</u>

~~2.7.~~ 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~~continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (~~440~~) hours per week.

POSITION	FTEs
PROGRAM	
Director	0.75 80
Clinical Supervisor	1.00

Clinical Case Manager - MSW	1.00
<u>Clinical Social Worker (Leisure World)</u>	<u>1.00</u>
<u>Clinical Social Worker (Laguna Woods)</u>	<u>1.00</u>
Lead Case Manager (Vietnamese)	4 0.00
<u>Lead Case Manger (Korean)</u>	<u>0.80</u>
Lead Case Manager (Spanish)	0.75
Case Manager (English)	0.80
Case Manager (Chinese)	1.00
Case Manager (Spanish)	0.75
Case Manager (Korean)	0.80 0.00
<u>Case Manager (Vietnamese)</u>	<u>1.00</u>
<u>Case Manager (Leisure World / Seal Beach)</u>	<u>1.00</u>
Quality Control & Support Group Supervisor	1.00
Support Group Leader – Bilingual (Korean)	0.25 0.00
Support Group Leader – Bilingual (Spanish)	4 0.00
Support Group Leader – Bilingual (Chinese)	4 0.00
<u>Community Health Navigator</u>	<u>2.25</u>
Support Group Coordinator – Bilingual (Vietnamese)	4 0.00
<u>Community Health Navigator Coordinator</u>	<u>1.00</u>
Intake Coordinator / Data Analyst	0.80
Outreach & Volunteer Coordinator	1.00
Peer Mentor	0.00
Peer Mentor (Spanish)	= 0.40
<u>Collaborative Partnership Coordinator</u>	<u>1.00</u>
<u>Program Assistant</u>	<u>1.00</u>
<u>Marketing Manager</u>	<u>0.12</u>
SUBTOTAL PROGRAM	15.30 <u>19.47</u>
 SUBCONTRACTORS	
Geropsychiatry	0.04
<u>LGQBT Center of OC</u>	<u>1.33</u>
Radiant Health Center	<u>0.00</u>
SUBTOTAL SUBCONTRACTORS	0.04 <u>4.12</u>
 GRAND TOTAL	15.34 <u>23.59</u>

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: Council on Aging – Southern California, Inc.

_____	_____
Print Name	Title
_____	_____
Signature	Date

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

Purchasing Agent/Designee Authorized Signature:

_____	Deputy Purchasing Agent
Print Name	Title
_____	_____
Signature	Date

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

_____	Deputy County Counsel
<u>Print Name</u>	<u>Title</u>
_____	_____
<u>Signature</u>	<u>Date</u>