



**AMENDMENT NO. 5
TO
CONTRACT NO. MA-042-20011404
FOR
HOUSING NAVIGATION AND SUSTAINABILITY SERVICES FOR NON-BEHAVIORAL HEALTH
INVOLVED CLIENTS**

This Amendment (“Amendment No. 5”) to Contract No. MA-042-20011404 for Housing Navigation and Sustainability Services for Non-Behavioral Health Involved Clients is made and entered into on May 26, 2021 (“Effective Date”) between «Legal_Name» (“Contractor”), with a place of business at «Address», 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 St., 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-042-20011158 for Housing Navigation and Sustainability Services for Non-Behavioral Health Involved Clients, effective February 26, 2020 through December 31, 2020, with a Total Maximum Obligation of \$5,500,000 (“Contract”); and

WHEREAS, on April 3, 2020, the Parties executed Amendment No. 1 to the Contract to amend Exhibit A, modifying the per client per month rate and clarifying provisions of services under the Contract; and

WHEREAS, on October 1, 2020, the Parties executed Amendment No. 2 to the Contract, changing the contract number from MA-042-20011158 to MA-042-20011404; amending Exhibit A; adding Exhibit C to the Contract, effective through December 31, 2020, adding services for client access to transportation services during the Coronavirus Pandemic and replacing WPC funding with CARES Act funding for these services; and decreasing the Contract’s Total Maximum Obligation by \$2,500,000 from \$5,500,000 to \$3,000,000; and

WHEREAS, on December 30, 2020, the Parties executed Amendment No. 3 to the Contract, extending the Contract for one year, effective January 1, 2021 through December 31, 2021; and

WHEREAS, on March 25, 2021, the Parties executed Amendment No. 4 to the Contract, adjusting the Maximum Obligation for each Period and extending the Health Care Agency’s ability to modify each individual Period Maximum Obligation to include Period Three; and

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to increase the Contract’s Aggregate Maximum Obligation by \$3,107,520; and

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

1. Referenced Contract Provisions, Aggregate Maximum Obligation section is deleted in its entirety and replaced with the following:

“Aggregate Maximum Obligation: \$6,107,520”

2. Paragraph XVI. Maximum Obligation of the Contract is deleted in its entirety and replaced with the following:

“XVI. MAXIMUM OBLIGATION

A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Housing Navigation and Sustainability Services for Non-Behavioral Health Involved Clients Services is 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 therefore is understood by the Parties that reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.

B. At the sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the amount reimbursed in each Period, provided the total amount reimbursed does not exceed the Aggregate Maximum Obligation of COUNTY as specified in the Referenced Contract Provisions of this Agreement.”

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, including all previous amendments, the terms and conditions of this Amendment No. 5 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, 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 that of 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: «Legal_Name»

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 Title

Signature Date

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY:  _____
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DATED: 4/23/2021