FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF 1 2 SCHOOL-BASED BEHAVIORAL HEALTH INTERVENTION AND SUPPORT SERVICES 3 **BETWEEN** COUNTY OF ORANGE 4 AND 5 PHOENIX HOUSE ORANGE COUNTY, INC. 6 7 JULY 1, 2018 THROUGH JUNE 30, 2021 8 THIS FIRST AMENDMENT TO AGREEMENT entered into this 1st day of January 2019 9 (effective date), which date is enumerated for purposed of reference only, is by and between the 10 COUNTY OF ORANGE (COUNTY), a political subdivision of State of California (COUNTY) and 11 PHOENIX HOUSE ORANGE COUNTY, INC., a California nonprofit corporation (CONTRACTOR). 12 COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or 13 collectively as "Parties." This First Amendment, and the original Agreement, shall continue to be 14 administered by the County of Orange Health Care Agency (ADMINISTRATOR). 15 16 WITNESSETH: 17 18 19 WHEREAS, on May 8, 2018, the COUNTY authorized an Agreement with CONTRACTOR for the provision of School-Based Behavioral Health Intervention and Support Services for the period of July 1, 20 2018 through June 30, 2021, in the amount of \$5,425,767. 21 22 WHEREAS, COUNTY desires to increase the maximum obligation to the Agreement for provision 23 of School-Based Behavioral Health Intervention and Support Services; with additional funding of 24 25 \$500,000 for the contract period of July 1, 2018 through June 30, 2021, for a revised maximum obligation of \$5,925,767; and 26 27 WHEREAS, CONTRACTOR desires to accept the additional terms and agrees to provide increased 28 or additional services pursuant to the terms and conditions of the original Agreement and scope of work; 29 // 30 // 31 32 33 34 35 36 37 11//

HCA ASR 18-000882 Page 1 of 5

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:

1. Page 4, lines 8 through 12 of the Agreement is amended to read as follows:

## "Maximum Obligation:

Period One Maximum Obligation:	\$ 1,908,589
Period Two Maximum Obligation:	2,008,589
Period Three Maximum Obligation:	2,008,589
TOTAL MAXIMUM OBLIGATION:	\$ 5,925,767"

2. Subparagraph II. A, of Exhibit A to the Agreement is amended to read as follows:

DEDIOD ONE

"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.

DEDIOD TWO

DEDIOD THREE

TOTAL

	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
ADMINISTRATIVE COSTS				
Indirect Costs	\$ 248,946	\$ 261,990	\$ 261,990	<u>\$ 772,926</u>
SUBTOTAL ADMINISTRATIVE	\$ 248,946	\$ 261,990	\$ 261,990	\$ 772,926
COSTS				
PROGRAM COSTS				
Salaries	\$ 1,002,312	\$ 1,028,767	\$ 1,028,767	\$ 3,059,846
Benefits	288,496	308,630	308,630	905,756
Services and Supplies	333,085	373,202	373,202	1,079,489
Subcontractor	35,750	36,000	36,000	107,750
SUBTOTAL PROGRAM COSTS	\$ 1,659,643	\$ 1,746,599	\$ 1,746,599	\$ 5,152,841
TOTAL GROSS COSTS	\$ 1,908,589	\$ 2,008,589	\$ 2,008,589	\$ 5,925,767
REVENUE				
MHSA	<u>\$ 1,908,589</u>	\$ 2,008,589	\$ 2,008,589	\$ 5,925,767
TOTAL REVENUE	\$ 1,908,589	\$ 2,008,589	\$ 2,008,589	\$ 5,925,767
MAXIMUM OBLIGATION	\$ 1,908,589	\$ 2,008,589	\$ 2,008,589	\$ 5,925,767"

2 of 5

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3. Subparagraph III. A, of Exhibit A to the Agreement is amended to read as follows:

"A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amounts of \$159,049 per month for period one and \$167,382 for periods two and three 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 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."

4. Subparagraph V. C, of Exhibit A to the Agreement is amended to read as follows:

## "C. UNITS OF SERVICES

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

UNIT	FY 18-19	FY 19-20	FY 20-21
CATEGORIES	ANNUAL UNITS OF	ANNUAL UNITS OF	ANNUAL UNITS OF
	SERVICE	SERVICE	SERVICE
School Sites 22 Elementary Schools 2		24 Elementary Schools	24 Elementary Schools
	8 Middle Schools	10 Middle Schools	10 Middle Schools
	4 High Schools	6 High Schools	6 High Schools
Classroom	12,000 Elementary Students	13,200 Elementary Students	13,200 Elementary Students
Prevention	6,000 Middle School Students	6,600 Middle School Students	6,600 Middle School Students
	2,000 High School Students	2,200 High School Students	2,200 High School Students
Student-Based	1,600 Elementary Students	1,760 Elementary Students	1,760 Elementary Students
Interventions	600 Middle School Students	660 Middle School Students	660 Middle School Students
	200 High School Students	220 High School Students	220 High School Students
Family	48 SFP Group Sessions	53 SFP Group Sessions	53 SFP Group Sessions
Interventions	290 Students Served	310 Students Served	310 Students Served
	200 Family Members Served	210 Family Members Served	210 Family Members Served
Educational	60 Educational Activities	60 Educational Activities	60 Educational Activities
Activities	990 School Staff Served	1,000 School Staff Served	1,000 School Staff Served
	2,000 Parents/Caregivers Served	2,150 Parents/Caregivers Served	2,150 Parents/Caregivers Served"

5. Subparagraph VI. A, of Exhibit A to the Agreement is amended to read as follows:

"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.

PROGRAM	<u>FTEs</u>
Program Director	1.00
Project Administrator/Data Analyst	2.00
Prevention Coordinator	5.00
Prevention Specialist	10.00
Early Intervention Specialist	2.00
Lead Early Intervention Specialist	1.00
TOTAL FTEs	21.00"

In all other respects, the terms of the underlying Agreement not specifically changed by this First Amendment shall remain in full force and are incorporated by reference herein.

4 of 5

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1	IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement, in the		
2 Co	unty of Orange, State of California.		
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4   PH	OENIX HOUSE ORANGE COUNTY, INC.		
5			
6	DocuSigned by:		
7   BY	:  Shawna Morris	DATED: 10/31/2018	
8	4AAFF22F351D44E		
9    TIT	TLE: SR VP & Executive Director		
10			
11			
12			
13			
	OUNTY OF ORANGE		
15			
16			
	7:	DATED:	
18	HEALTH CARE AGENCY		
19			
20			
21			
22			
11	PROVED AS TO FORM		
	FICE OF THE COUNTY COUNSEL		
- 11	ANGE COUNTY, CALIFORNIA		
26			
27	CocuSigned by:		
28 BY		DATED: 10/31/2018	
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34			
25	a contracting party is a comparation two (2) signatures are required and	) signature by the Chairman of the Decad the Durident	
	If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.		
	Vice President; and one (1) signature by the Secretary, any Assistant Secret the contract is signed by one (1) authorized individual only, a copy of the corp.		

5 of 5

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