



**AMENDMENT NO. 5  
TO  
CONTRACT NO. MA-042-21011203  
FOR  
RECOVERY EDUCATION INSTITUTE SERVICES**

This Amendment ("Amendment No. 5") to Contract No. MA-042-21011203 for Recovery Education Institute Services is made and entered into on January 9, 2024 ("Effective Date") between Pacific Clinics ("Contractor"), with a place of business at 800 S. Santa Anita Ave., Arcadia, CA 91006, 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., 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-042-21011203 for Recovery Education Institute Services, effective July 1, 2021 through June 30, 2024, in an amount not to exceed \$2,839,152 ("Contract"); and

WHEREAS, on April 26, 2022, the Parties entered into Amendment No. 1 to incorporate the Parties' Assignment, Novation and Consent Agreement into the Contract that assigns the Contract from Pacific Clinics to Uplift Family Services DBA Pacific Clinics; and

WHEREAS, on April 14, 2023, the Parties entered into Amendment No. 2 to exercise the contract contingency cost increase to increase the Period Two Amount Not to Exceed from \$946,384 to \$982,858 for a revised cumulative total amount not to exceed \$2,875,626 and to amend the Contractor's name from "Uplift Family Services dba Pacific Clinics" to "Pacific Clinics"; and

WHEREAS, on May 23, 2023 the Parties entered into Amendment No. 3 to amend Exhibit A to modify the Staffing paragraph of the Contract; and

WHEREAS, on July 6, 2023 the Parties entered into Amendment No. 4 to the Contract to exercise the contract contingency to increase the Period Three Amount Not to Exceed from \$946,384 to \$997,722 for a revised cumulative total amount not to exceed \$2,926,964.

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to the Contract to increase Period Three Amount and to renew the contract term effective July 1, 2024, through June 30, 2026,

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

1. The Contract's Period Three Amount Not to Exceed is increased by \$622,710 from \$997,722 for a revised cumulative total amount not to exceed \$3,549,674.

2. The Contract is renewed for a term of two (2) years effective July 1, 2024, to June 30, 2026, for an amount not to exceed \$3,240,864 for this renewal term, for a revised cumulative contract total amount not to exceed \$6,790,538.
3. Referenced Contract Provisions, Maximum Obligation provision, of the Contract is deleted its entirety and replaced with the following:

“Term: July 1, 2021 through June 30, 2026

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

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

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

Period Four means the period from July 1, 2024 through June 30, 2025

Period Five means the period from July 1, 2025 through June 30, 2026

**Maximum Obligation:**

Period One Amount Not to Exceed:	\$ 946,384
Period Two Amount Not to Exceed:	\$ 982,858
Period Three Amount Not to Exceed:	\$ 1,620,432
Period Four Amount Not to Exceed:	\$ 1,620,432
Period Five Amount Not to Exceed:	<u>\$ 1,620,432</u>
<b>TOTAL AMOUNT NOT TO EXCEED:</b>	<b>\$ 6,790,538”</b>

1. 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 Contract 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 ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>	<u>PERIOD FIVE</u>	<u>BUDGET</u>
ADMINISTRATIVE COST						
Indirect Costs	<u>\$123,442</u>	<u>\$123,442</u>	<u>\$228,481</u>	<u>\$228,481</u>	<u>\$228,481</u>	<u>\$932,327</u>
TOTAL ADMINISTRATIVE COST	\$123,442	\$123,442	\$228,481	\$228,481	\$228,481	\$932,327
PROGRAM COSTS						
Salaries	\$483,651	\$508,254	\$818,024	\$850,741	\$884,770	\$3,545,440
Benefits	\$125,749	\$137,820	\$215,140	\$223,745	\$232,695	\$935,149
Services and Supplies	53,198	53,199	184,802	136,910	116,384	544,493
Subcontractors	<u>\$160,343</u>	<u>\$160,143</u>	<u>\$173,985</u>	<u>\$180,555</u>	<u>\$158,102</u>	<u>\$833,128</u>

TOTAL PROGRAM COST	\$822,942	\$859,416	\$1,391,951	\$1,391,951	\$1,391,951	\$5,858,211
TOTAL GROSS COSTS	\$946,384	\$982,858	\$1,620,432	\$1,620,432	\$1,620,432	\$6,790,538
REVENUE						
MHSA	<u>\$946,384</u>	<u>\$982,858</u>	<u>\$1,620,432</u>	<u>\$1,620,432</u>	<u>\$1,620,432</u>	<u>\$6,790,538</u>
TOTAL REVENUE	\$946,384	<u>\$982,858</u>	\$1,620,432	\$1,620,432	\$1,620,432	\$6,790,538
TOTAL            MAXIMUM OBLIGATION	\$946,384.00	\$982,858	\$1,620,432	\$1,620,432	\$1,620,432	\$6,790,538"

2. 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, \$78,865 for Period One, \$81,904 Period Two, Periods Three, Four and Five at the provisional amount of \$135,036 per month. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for each Period as stated in the Referenced Contract Provisions of the Contract 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."

3. 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 Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>
PROGRAM	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>FOUR</u>	<u>FIVE</u>
Associate Divisional Director	0.13	0.20	0.20	0.20	0.20
Assistant Education Director	1.00	1.00	1.00	1.00	1.00
Peer Support Assistant Director	0.00	1.00	1.00	1.00	1.00
Receptionist	0.50	0.50	1.00	1.00	1.00
Data Entry Specialist	0.50	0.50	0.50	0.50	0.50
Academic Advisor	3.00	3.00	2.15	2.15	2.15

Success Coach	2.00	2.00	4.20	4.20	4.20
Employment Specialist	1.00	1.00	1.00	1.00	1.00
Education Director	1.00	1.00	1.00	1.00	1.00
Peer Partner	1.00	1.00	1.20	1.20	1.20
Lead Academic Advisor	0.00	0.00	1.00	1.00	1.00
TOTAL FTEs	10.13	11.20	14.25	14.25	14.25"

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 shall 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**

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 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 by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: PACIFIC CLINICS**

Kim Wells

Chief Legal officer

Print Name

Title

DocuSigned by:  
  
6AE97DDC743C4D4...  
Signature

12/7/2023

Date

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**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

Massoud Shame1

Print Name

Deputy County Counsel  
Title

DocuSigned by:  
  
79055CA571A94F8...  
Signature

12/7/2023

Date