



**AMENDMENT NO. 5
TO
CONTRACT NO. MA-042-22010617
FOR
ADOLESCENT RESIDENTIAL DRUG MEDI-CAL AND
WITHDRAWAL MANAGEMENT SERVICES**

This Amendment (“Amendment No. 5”) to Contract No. MA-042-22010617 for Adolescent Residential Drug Medi-Cal and Withdrawal Management Services is made and entered into on July 1, 2024 (“Effective Date”) between The Teen Project, Inc. DBA Sanctuary Recovery Center (“Contractor”), with a place of business at 20302 Flanagan Road, Trabuco Canyon, CA 92679, 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, 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-042-22010617 for the provision of Adolescent Residential Drug Medi-Cal and Withdrawal Management Services, effective January 7, 2022 through June 30, 2024, in an amount not to exceed \$2,500,000 (“Contract”);

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract, effective March 28, 2022, to amend Paragraph IV., Paragraph XVI. and Paragraph XXII. of the Contract, to add Paragraph XXXIV. to the Contract, and to replace Exhibit A with Exhibit A-1 and Exhibit B with Exhibit B-1;

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract, effective November 15, 2022, to amend Paragraph XVI., Exhibit A-1 and Exhibit B-1, of the Contract;

WHEREAS, the Parties executed Amendment No. 3 to amend the Contract, effective September 1, 2023, to amend Paragraph XVI., Paragraph XX and Exhibit A-1 of the Contract and to add Paragraph XXXV. and Paragraph XXXVI. to the Contract;

WHEREAS, the Parties executed Amendment No. 4 to amend the Contract, effective February 6, 2024, to amend Paragraph XIV., Exhibit A-1 and Exhibit B-1 of the Contract and to add Paragraph XXXVII. and Paragraph XXXVIII. to the Contract;

WHEREAS, the Parties now desire to enter in this Amendment No. 5 to amend Paragraph VII. and to renew the Contract for two years for County to continue receiving and Contractor to continue providing the services set forth in the Contract;

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

1. The Contract is renewed for a term of (2) years, effective July 1, 2024 through June 30, 2026,

in an amount not to exceed \$3,000,000 for the renewal term, for a revised cumulative total amount not to exceed \$5,500,000; 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: January 7, 2022 through June 30, 2026

Period One means the period from January 7, 2022 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

Amount Not To Exceed:

Period One Amount Not To Exceed:	\$ 500,000
Period Two Amount Not To Exceed:	1,000,000
Period Three Amount Not To Exceed:	1,000,000
Period Four Amount Not To Exceed:	1,500,000
Period Five Amount Not To Exceed:	1,500,000
TOTAL AMOUNT NOT TO EXCEED:	\$ 5,500,000”

3. All references in the Contract to “Maximum Obligation” shall be deleted and replaced with “Amount Not To Exceed”.
4. Paragraph VII. Cost Report, subparagraph A. (but not including subparagraphs A.1 through A.3), of the Contract is deleted in its entirety and replaced with the following:

"A. CONTRACTOR shall submit an individual and/or consolidated Cost Report for each Period, or for a portion thereof, to COUNTY no later than forty-five (45) calendar days following the period for which they are prepared or termination of this Contract. 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 Contract. 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 contracts 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 the 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. “


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, the terms and conditions of this Amendment No. 5 prevail. In all other respects, the terms and conditions of the Contract 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 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: The Teen Project, Inc., dba Sanctuary Recovery Center

Bert Paras, COO	Chief operating officer
Print Name	Title
	2/6/2024
AAB2ACEE54D74F9...	Date

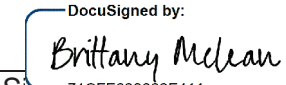
County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name	Deputy Purchasing Agent
Signature	Title
	Date

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

Brittany McLean	Deputy County Counsel
Print Name	Title
	2/7/2024
71CFE638662E411...	Date