



**AMENDMENT NO. ~~23~~**  
**TO**  
**CONTRACT NO. MA 042-19011232**  
**FOR**  
**EARLY INTERVENTION SERVICES FOR VETERAN COLLEGE STUDENTS**

This Amendment ("Amendment No. ~~23~~") to Contract No. MA 042-19011232 for Early Intervention Services for Veteran College Students Services is made and entered into on July 1, ~~2021~~2022 ("Effective Date") between United States Veterans Initiative ("Contractor"), with a place of business at 800 W. 6<sup>th</sup> St. Suite 1505, Los Angeles, CA 90017, 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. 5<sup>th</sup> 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 042-19011232 ("Contract") for Early Intervention Services For Veteran College Students Services, effective January 1, 2019 through June 30, 2021, in an amount not to exceed \$999,950, renewable for two additional one-year terms; and

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

**WHEREAS**, the Parties ~~now desire to enter into this~~executed Amendment No. 2 to amend Paragraph IV. and Exhibit A of the Contract and 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~~

**WHEREAS**, ~~the Parties now desire to enter into this~~ Amendment No. 3 to amend Paragraph VI. and Exhibit A of the Contract and to renew the Contract for one year 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 one (1) year, effective July 1, ~~2021~~2022 through June 30, ~~2022~~2023, in an amount not to exceed \$399,980 for this renewal term, for a revised cumulative ~~contract~~total amount not to exceed \$1,~~399,930~~799,910; on the amended terms and conditions.
2. Page 4, Referenced Contract Provisions, ~~lines 3 through 12~~Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

**“Term:** January 1, 2019 through June 30, ~~2022~~2023

Period One means the period from January 1, 2019 through June 30, 2019

Period Two means the period from July 1, 2019 through June 30, 2020

Period Three means the period from July 1, 2020 through June 30, 2021

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

**Maximum Obligation:**

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

**Amount Not to Exceed:**

Period One Maximum Obligation: \$ 199,990

Period Two Maximum Obligation: 399,980

Period Three Maximum Obligation: 399,980

Period Four Maximum Obligation: 399,980

Period Five Maximum Obligation: 399,980

~~TOTAL MAXIMUM OBLIGATION:~~ AMOUNT NOT TO EXCEED: \$

~~1,399,930~~ 799,910”

3. All references in the Contract to the term “Maximum Obligation” shall be deleted and replaced with the term “Amount Not to Exceed”

~~3.4.~~ 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 individual and/or consolidated Cost Reports for Period One, Period Two, Period Three, Period Four, and Period ~~Four~~Five, 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.”

4.5. 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 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</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>PERIOD</u> <u>THREE</u>	<u>PERIOD</u> <u>FOUR</u>	<u>PERIOD</u> <u>FIVE</u>	<u>TOTAL</u>
<b>ADMINISTRATIVE COSTS</b>						
Indirect Costs	\$ <u>21,475</u>	\$ <u>42,950</u>	\$ 42,950	\$ <u>42,950</u>	\$ <u>42,950</u>	\$ <u>150,325</u>
SUBTOTAL ADMINISTRATIVE COSTS	\$ 21,475	\$ 42,950	\$ 42,950	\$ 42,950	\$ <u>42,950</u>	\$ <u>150,325</u>
<b>PROGRAM COSTS</b>						
Salaries	\$ 124,275	\$ 248,550	\$ 248,550	\$ 248,550	\$ <u>248,550</u>	\$ <u>869,925</u>
Benefits	29,874	59,748	59,748	59,748	<u>59,748</u>	209,118
Services & Supplies	7,460	28,732	28,732	28,732	<u>28,732</u>	93,656
Start-up Costs	6,906	0	0	0	<u>0</u>	6,906
Subcontractors	<u>10,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>70,000</u>
SUBTOTAL PROGRAM COSTS	\$ 178,515	\$ 357,030	\$ 357,030	\$ 357,030	\$ <u>357,030</u>	\$ 1,249,605

TOTAL COSTS	GROSS	\$ 199,990	\$ 399,980	\$ 399,980	\$ 399,980	\$ <u>399,980</u>	\$ 1,399,930
REVENUE							
MHSA		<u>199,990</u>	<u>399,980</u>	<u>399,980</u>	<u>399,980</u>	<u>399,980</u>	<u>1,399,930</u>
TOTAL REVENUE		\$ 199,990	\$ 399,980	\$ 399,980	\$ 399,980	\$ <u>399,980</u>	\$ 1,399,930

~~5.6.~~ Exhibit A, Paragraph III. Payments, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of ~~\$33,332~~ 16,665 per month for Period One, and \$33,331 for Period Two, Period Three, ~~and~~ Period Four, and Period Five. All payments are interim payments only and are 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, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the total of such payments does not exceed COUNTY’s Maximum Obligation for each period as specified in the Referenced Contract provisions of the Agreement and, provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid.”

This Amendment No. ~~23~~ 23 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. ~~23~~ 23 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. ~~23~~ 23 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. ~~23~~ 23 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 23. 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: United States Veterans Initiative**

_____	_____
Print Name	Title
_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	_____
Signature	Date

---

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

Purchasing Agent/Deputized 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
Print Name	Title
_____	_____
Signature	Date