



**AMENDMENT NO. 2  
TO  
CONTRACT NO. MA-042-19011539  
FOR  
Homeless Bridge Housing Services**

This Amendment ("Amendment No. 2") to Contract No. MA-042-19011539 for Homeless Bridge Housing Services is made and entered into on July 1, 2022 ("Effective Date") between Colette's Children Home ("Contractor"), with a place of business at 7372 Prince Drive, Ste. 106, Huntington Beach, CA 92647, 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-042-19011539 for Homeless Bridge Housing Services, effective May 1, 2019 through June 30, 2021, in an amount not to exceed \$1,217,797 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend Paragraph VI. and Exhibit A of the Contract and to renew the Contract for one year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$562,060, for a new cumulative total not to exceed \$2,341,917; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to amend Paragraph VI. and Exhibit A of the Contract and to renew the Contract for one year; and

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

1. The Contract is renewed for a period of one (1) year, effective July 1, 2022 through June 30, 2023; in an amount not to exceed \$562,060, for this renewal period, for a new cumulative Not to Exceed Amount of \$2,341,917; 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:** May 1, 2019 through June 30, 2023

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

**Maximum Obligation:**

Period One Maximum Obligation:	\$ 93,677
Period Two Maximum Obligation:	562,060

Period Three Maximum Obligation:	562,060
Period Four Maximum Obligation:	562,060
Period Five Maximum Obligation:	562,060
<u>TOTAL MAXIMUM OBLIGATION:</u>	<u>\$ 2,341,917"</u>

3. 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 each Period, 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. Exhibit A, Paragraph II. Budget, subparagraph A is hereby deleted in its entirety and replaced with the following:

“ A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>FOUR</u>	<u>FIVE</u>	
ADMINISTRATIVE COSTS						
Professional Services	\$ 417	\$2,500	2,500	\$ 2,500	\$ 2,500	\$ 10,417
Indirect Costs	<u>1,015</u>	<u>6,087</u>	<u>6,087</u>	<u>6,087</u>	<u>8,430</u>	<u>27,706</u>
SUBTOTAL ADMINISTRATIVE	\$ 1,432	\$ 8,587	8,587	\$8,587	\$10,930	\$ 38,123

COSTS

PROGRAM COSTS

	\$		\$			
Salaries	37,197	\$223,184	223,184	\$223,184	\$236,208	\$ 942,957
Benefits	9,671	58,028	58,028	58,028	61,414	245,169
Services & Supplies	<u>45,377</u>	<u>272,261</u>	<u>272,261</u>	<u>272,261</u>	<u>253,508</u>	<u>1,115,668</u>
SUBTOTAL PROGRAM COSTS	92,245	\$553,473	553,473	\$553,473	\$551,130	\$ 2,303,794
TOTAL GROSS COSTS	93,677	\$562,060	562,060	\$562,060	\$562,060	\$ 2,341,917

REVENUE

MHSA	<u>\$ 93,677</u>	<u>\$562,060</u>	<u>562,060</u>	<u>\$562,060</u>	<u>\$562,060</u>	<u>\$ 2,341,917</u>
TOTAL REVENUE	93,677	\$562,060	562,060	\$562,060	\$562,060	\$ 2,341,917
TOTAL MAXIMUM OBLIGATION	93,677	\$562,060	562,060	\$562,060	\$562,060	\$ 2,341,917"

5. 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, at the provisional amount of \$46,838 per month for Period One, \$23,157 per month for Period Two, Period Three, Period Four and Period Five. 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 do not exceed the 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.”

6. Exhibit A, Paragraph VI. Staffing, subparagraph G is deleted in its entirety and replaced with the following:

“G. 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>
Executive Director	0.35
Financial Manager	0.25
Facility Manager	0.50
Program Manager	0.15
Program Supervisor	0.35
Case Manager	<u>2.15</u>
TOTAL FTEs	3.75

This Amendment No. 2 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2, Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract including Amendment No. 1, not specifically changed by this Amendment No. 2 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, 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: Colette's Children Home**

william o'Connell	Executive Director
_____	_____
Print Name DocuSigned by: <i>William O'Connell</i>	Title
_____	_____
Signature 43F026BAC866458...	3/9/2022
_____	_____
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

Massoud Shame1	Deputy County Counsel
_____	_____
Print Name DocuSigned by: <i>Massoud Shame1</i>	Title
_____	_____
Signature 79055CA571A94F8...	3/9/2022
_____	_____
Signature	Date