



AMENDMENT NO. 46
TO
CONTRACT NO. MA-042-19010132
FOR

School-Based Behavioral Health Intervention and Support Services

SCHOOL-BASED BEHAVIORAL HEALTH INTERVENTION AND SUPPORT SERVICES

This Amendment ("Amendment No. 46") to Contract ~~No.~~ MA-042-19010132 for School-Based Behavioral Health Intervention and Support Services is made and entered into on July 1, 2021~~2022~~ ("Effective Date") between Phoenix House Orange County, Inc. ("Contractor"), with a place of business at 1901 E. Fourth Street, Suite 350, Santa Ana, CA 92701, 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-042-19010132 for School-Based Behavioral Health Intervention and Support Services, effective July 1, 2018, through June 30, 2021, in an amount not to exceed \$5,425,767, renewable for two additional one-year periods ("Contract"); and

WHEREAS, the Parties executed Amendment No. ~~1 of the Contract No. MA 042-19010132, effective July 1, 2018 through June 30, 2021, with a revised not to exceed amount of \$5,925,767, renewable for two additional one-year periods~~ 1 to amend Exhibit A and to increase the Period One not to exceed amount by \$100,000 from \$1,808,589 to \$1,908,589 and the Period Two not to exceed amount and the Period Three not to exceed amount by \$200,000 each from \$1,808,589 to \$2,008,589, for a revised cumulative contract total amount not to exceed \$5,925,767; and

WHEREAS, ~~on November 1, 2019, the Parties executed Amendment No. 2 of to exercise the Contract No. MA 042 19010132, effective November 1, 2019 through June 30, 2021, where County exercised the use of contingency contract cost and authorized an increase of to increase the Contract amount by \$50,000, for Period 2 Two not to exceed amount and \$50,000, for the Period 3, with a revised Three not to exceed amount of by \$50,000 each from \$2,008,589 to \$2,058,589, for Period 2, and a revised not to exceed cumulative contract total amount of \$2,058,589 for Period 3, for a revised Total Maximum Obligation of not to exceed \$6,025,767~~; and

WHEREAS, ~~on September 15, 2020, the Parties executed Amendment No. 3 to include add Federal Emergency Management Agency (FEMA) provisions to Contract No. MA 042-19010132 for Covid for COVID-19 related needs for the term of July 1, 2020, through December 30, 2020, to allow invoicing for Covid COVID-19 related expenditures~~; and

WHEREAS, the Parties ~~now desire to enter into this executed~~ Amendment No. 44 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 \$1,808,589, for a revised cumulative contract total amount not to exceed \$7,834,356; and

WHEREAS, the Parties executed Amendment No. 5 to exercise the contingency contract cost increase to increase the Period Four Amount not to exceed by \$90,858 from \$1,808,589 to \$1,899,447, for a revised cumulative contract total amount not to exceed \$7,925,214; and

WHEREAS, the Parties now desire to enter into this Amendment No. 6 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 \$1,~~808,589~~953,024 for this renewal term, for a revised cumulative contract total amount not to exceed ~~\$7,834,356~~9,878,238; on the amended terms and conditions.

2. All references in the Contract to "Maximum Obligation" shall be deleted and replaced with "Amount Not to Exceed".

~~2-3.~~ Page 4, Referenced Contract Provisions, lines 3 through 12 of the Contract are deleted in their entirety and replaced with the following:

"Term: July 1, 2018, through June 30, 2022~~2023~~

Period One means the period from July 1, 2018, 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 Amount Not To Exceed:	\$1,908,589
Period Two Amount Not To Exceed:	2,058,589
Period Three Amount Not To Exceed:	2,058,589
Period Four Amount Not To Exceed:	1, 808,589 <u>999,447</u>
<u>Period Five Amount Not To Exceed:</u>	<u>1,953,024</u>

TOTAL AMOUNT NOT TO EXCEED:

~~\$7,834,3569.878.238~~"

~~3.4.~~ Page 4, Referenced Contract Provisions, lines 30 through 34 of the Contract are deleted in their entirety and replaced with the following:

“CONTRACTOR: Phoenix House Orange County, Inc.
 11600 Eldridge Avenue
 Lake View Terrace, CA 91342
[Sandra Fair, Alice Gleghorn, Ph.D.](#), President and Chief Executive Officer
 of the Corporation
 _____ sandra.fair@phoenixhouseca.org”
 _____ AGleghorn@phoenixhouseca.org”

~~4.5.~~ 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 a separate individual and/or consolidated Cost Report for ~~Period One, Period Two, Period Three and Period Four~~each Period, or for a portion therefore, 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 the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.”

~~5.6.~~ 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 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.

<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

CCSTS

Indirect Costs	\$ <u>248,946</u>	\$ <u>268,511</u>	\$ <u>268,511</u>	\$	\$ <u>254,742</u>	\$
				<u>235,903</u>	<u>247.</u>	<u>1,021,874</u>
					<u>754</u>	<u>8,464</u>

SUBTOTAL

\$ 248,946	\$ 268,511	\$ 268,511	\$	\$ <u>254,742</u>	\$
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ADMINISTRATIVE

CCSTS

<u>235,903</u>	<u>247.</u>	<u>1,021,874</u>
	<u>754</u>	<u>8,464</u>

PROGRAM COSTS

Salaries	\$ 1,002,312	\$ 1,057,364	\$ 1,057,364	\$	\$	\$ <u>5,230,367</u>
				<u>1,034,643</u>	<u>04</u>	<u>4,151,683</u>
					<u>8,636</u>	<u>064,691</u>

Benefits	288,496	211,473	211,473			<u>1,181,784</u>
				<u>206,929</u>	<u>225.</u>	<u>918,374</u>
					<u>463</u>	<u>879</u>

Services and Supplies	333,085	485,241	485,241			<u>2,061,373</u>
				<u>297,115</u>	<u>369.</u>	<u>388,712</u>
					<u>094</u>	

Subcontractor	<u>35,750</u>	<u>36,000</u>	<u>36,000</u>			<u>116,250</u>
				<u>34,000</u>	<u>8,500</u>	<u>0</u>

SUBTOTAL PROGRAM

\$ 1,659,643	\$ 1,790,078	\$ 1,790,078	\$	\$	\$ <u>8,589,774</u>
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CCSTS

<u>1,572,687</u>	<u>65</u>	<u>6,812,486</u>
	<u>1,693</u>	<u>698,282</u>

TOTAL GROSS COSTS

\$ 1,908,589	\$ 2,058,589	\$ 2,058,589	\$	\$	\$ <u>9,878,238</u>
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<u>1,808,589</u>	<u>89</u>	<u>7,834,356</u>
	<u>9,447</u>	<u>953,024</u>

REVENUE

MHSA	\$ <u>1,908,589</u>	\$ <u>2,058,589</u>	\$ <u>2,058,589</u>	\$	\$	\$ <u>9,878,238</u>
				<u>1,808,589</u>	<u>89</u>	<u>7,834,357</u>
					<u>9,447</u>	<u>953,024</u>

TOTAL REVENUE	\$ 1,908,589	\$ 2,058,589	\$ 2,058,589	\$	\$	<u>\$ 9,878,238</u>
				<u>1,808,589.89</u>	<u>7,834,357.1</u>	
				<u>9.447</u>	<u>953.024</u>	
MAXIMUM OBLIGATION	\$ 1,908,589	\$ 2,058,589	\$ 2,058,589	\$	\$	<u>\$ 9,878,238</u>
				<u>1,808,589.89</u>	<u>7,834,356.1</u>	
				<u>9.447</u>	<u>953.024</u>	

6.7. 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, the provisional amounts of \$159,049 ~~per month~~ for Period One, \$171,549 for Periods Two and Three ~~and \$150,715, \$158,289~~ for Period Four ~~and \$162,752 for Period Five~~, 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, provided, however, the total of such payments does not exceed the COUNTY’s Maximum Obligation Amount Not To Exceed 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 invoices for any month for which the provisional amount specified above has not been fully paid.”

7.8. Exhibit A, Paragraph V. Services, subparagraph C., of the Contract is deleted in its entirety and replaced with the following:

“C. UNITS OF SERVICES

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

UNIT CATEGORIES	FY 18-19			FY 19-20 <u>and FY 20-21</u>			FY 20-21-22			FY 24-22-23		
	ANNUAL SERVICE	UNITS	OF	ANNUAL SERVICE	UNITS	OF	ANNUAL SERVICE	UNITS	OF	ANNUAL SERVICE	UNITS	OF
School Sites	22 Elementary Schools			24 Elementary Schools			<u>24</u> 22 Elementary Schools			22 Elementary Schools		
	8 Middle Schools			10 Middle Schools			<u>4</u> 8 Middle Schools			8 Middle Schools		
	4 High Schools			6 High Schools			<u>6</u> 4 High Schools			4 High Schools		

Classroom Prevention	12,000 Elementary Students 6,000 Middle School Students 2,000 High School Students	13,200 Elementary Students 6,600 Middle School Students 2,200 High School Students	13,200 12,000 Elementary Students 6,600 6,000 Middle School Students 2,200 2,000 High School Students	12,000 Elementary Students 6,000 Middle School Students 2,000 High School Students
Student-Based Interventions	1,600 Elementary Students 600 Middle School Students 200 High School Students	1,760 Elementary Students 660 Middle School Students 220 High School Students	1,760 1,600 Elementary Students 660 600 Middle School Students 220 200 High School Students	1,600 Elementary Students 600 Middle School Students 200 High School Students
Family Interventions	48 SFP Group Sessions 290 Students Served 200 Family Members Served	53 SFP Group Sessions 310 Students Served 210 Family Members Served	53 48 SFP Group Sessions 310 290 Students Served 210 200 Family Members Served	48 SFP Group Sessions 290 Students Served 200 Family Members Served
Educational Activities	60 Educational Activities 990 School Staff Served 2,000 Parents/Caregivers Served	60 Educational Activities 1,000 School Staff Served 2,150 Parents/Caregivers Served	60 60 Educational Activities 1,000 990 School Staff Served 2,150 2,000 Parents/Caregivers Served	60 Educational Activities 990 School Staff Served 2,000 Parents/Caregivers Served

8. ~~Exhibit A, Paragraph VI. Staffing, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:~~

~~“A. 2. CONTRACTOR shall, at update the You And app, as follows:
a minimum, provide. Update the remaining five app lessons pertaining to four individual age groups, including curriculum for K-2, 3-5, Middle School and High School Students; and~~

~~b. Translate the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously English version for each age group into Spanish, Vietnamese and a version with subtitles for the deaf and hard of hearing.~~

~~3. CONTRACTOR shall utilize the You And curriculum as a part of their school-based activities in addition to widely promoting the app throughout the term of the Agreement. One (1) FTE shall be equal to an average Orange County for individual use.~~

~~4. CONTRACTOR shall track metrics on the use of forty (40) hours work per week the You And app including the number of users.”~~

<u>PROGRAM</u>	<u>FTEs</u>
—Program Director	1.00
—Project Administrator/Data Analyst	1.30

—Prevention Coordinator	5.00
—Prevention Specialist	10.00
—Early Intervention Specialist	2.00
—Lead Early Intervention Specialist	1.00
TOTAL FTEs	20.30

This Amendment No. 46 modifies the Contract ~~and Amendments No. 1, 2 and 3, including all previous amendments~~, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 46, ~~Amendments No. 1, 2 and 3~~ and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 46 shall prevail. In all other respects, the terms and conditions of the Contract, including ~~Amendments No. 1, 2 and 3~~ all previous amendments, not specifically changed by this Amendment No. 46 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 46. 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 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: Phoenix House Orange County, Inc.~~

CONTRACTOR: PHOENIX HOUSE ORANGE COUNTY, INC.

_____	_____
Print Name	Title
_____	_____
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

_____	<u>Deputy County Counsel</u>
Print Name	Title
_____	_____

Signature

Date