



**AMENDMENT NO. 5
TO
CONTRACT NO. MA-042-20010848
FOR
TRANSITIONAL AGE YOUTH AND
YOUNG ADULT MENTAL HEALTH COMMUNITY NETWORKING SERVICES**

This Amendment (“Amendment No. 5”) to Contract No. MA-042-20010848 for Transitional Age Youth and Young Adult Mental Health Community Networking Services is made and entered into on July 1, 2022 (“Effective Date”) between National Council on Alcoholism and Drug Dependence – Orange County DBA Partners4Wellness (“Contractor”), with a place of business at 15300 Barranca, Ste. 150, Irvine, CA 92618, 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-042-20010848 for Transitional Age Youth and Young Adult Mental Health Community Networking Services, effective February 1, 2020 through June 30, 2022, in an amount not to exceed \$713,589 (“Contract”); and

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

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract to modify the Budget and Staffing paragraphs for the period of July 1, 2020 through June 30, 2021; and

WHEREAS, the Parties executed Amendment No. 3 to amend Exhibit A of the Contract and to exercise the contract cost contingency to increase the Period Three Maximum Obligation by \$29,000 from \$295,278 to \$324,278, for a revised cumulative contract total amount not to exceed \$742,589, for the period of December 14, 2021 through June 30, 2022; and

WHEREAS, the Parties executed Amendment No. 4 to amend Exhibit A of the Contract to update the facility address that supports the services identified within the Contract to be effective March 1, 2022; and

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to amend Paragraph VI. and Exhibit A of the Contract and to renew the Contract for one year.

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, 2022 through June 30, 2023, in an amount not to exceed \$324,278 for this renewal term, for a revised cumulative total amount not to exceed \$1,066,867; 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: February 1, 2020 through June 30, 2023

Period One means the period from February 1, 2020 through June 30, 2020

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

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

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

Maximum Obligation:

Period One Maximum Obligation:	\$ 123,033
Period Two Maximum Obligation:	295,278
Period Three Maximum Obligation:	324,278
Period Four Maximum Obligation:	<u>324,278</u>
TOTAL MAXIMUM OBLIGATION:	\$ 1,066,867”

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 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. 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 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>FOUR</u>
ADMINISTRATIVE COST	
Indirect Costs	\$ <u>19,686</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 19,686
PROGRAM COST	
Salaries	\$ 197,544
Benefits	31,361
Services and Supplies	65,691
Subcontractor	<u>9,996</u>
SUBTOTAL PROGRAM COST	\$ 304,592
 TOTAL GROSS COST	 \$ 324,278
 REVENUE	
MHSA	\$ <u>324,278</u>
TOTAL REVENUE	\$ 324,278
 TOTAL AMOUNT NOT TO EXCEED	 \$ 324,278”

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, the provisional amount of \$27,023 per month for Period Four, 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 hereunder; provided, however, the total of such payments does not exceed COUNTY’s 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/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.”

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

“C. UNITS OF SERVICE

CONTRACTOR shall achieve, track and record at a minimum, the following annual units of service.

	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR
Coalition Representation				
• Students, faculty/staff	10	10	10	10
• Community-based representation	10	10	10	10
Coalition Meetings	2	8	10	10
Active Mind Chapters	5	5	5	5
End Silence Exhibits	5	5	0	0
Mental Health Events/Forums	1	6	6	6
Participants Impacted	500	3,000	3,000	3,000
Website Landing Page View	0	0	1,000	1,000
Website New Users Total	0	0	1,000	1,000
Newsletter Editions	0	0	6	6

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

DIRECT ADMINISTRATION	<u>FTEs</u>
Chief Executive Officer	0.03
Director of Finance	<u>0.04</u>
DIRECT ADMINISTRATION SUBTOTAL	0.07
PROGRAM ADMINISTRATION	
Prevention and Education Director	0.05
Behavioral Health Director	<u>0.05</u>
PROGRAM ADMINISTRATION SUBTOTAL	0.10
DIRECT PROGRAM	
Behavioral Health Director	0.95
Project Coordinator	1.00
Health Educator	1.50
Prevention and Education Director	0.15
Connect OC-Intern	<u>0.89</u>
DIRECT PROGRAM SUBTOTAL	4.49
SUBCONTRACTORS	
Evaluation Specialist	0.05
Peer to Peer Leadership Trainer	<u>0.00</u>
SUBCONTRACTOR SUBTOTAL	0.05
TOTAL FTE's	4.71"

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 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 that of 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 bylaws demonstrating the legal authority of the signature to bind the company.

Contractor: National Council on Alcoholism and Drug Dependence – Orange County DBA Partners4Wellness

PHILLIP FALCETTI	CEO
_____ Print Name DocuSigned by: <i>PHILLIP FALCETTI</i> Signature	_____ Title
	_____ 4/21/2022
	_____ Date

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

Brittany McLean	Deputy County Counsel
_____ Print Name DocuSigned by: <i>Brittany McLean</i> Signature	_____ Title
	_____ 4/22/2022
	_____ Date