



**AMENDMENT NO. 5  
TO  
CONTRACT NO. MA-042-18010715  
FOR  
Parent Education Services**

This Amendment ("Amendment No. 5") to Contract No. MA-042-18010715 for Parent Education Services is made and entered into on July 1, 2022 ("Effective Date") between Olive Crest ("Contractor"), with a place of business at 2130 East 4<sup>th</sup> Street, Suite 200, Santa Ana, CA 92705, 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, 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-042-18010715 ("Contract") for Parent Education Services, effective October 1, 2017 through June 30, 2020, in an amount not to exceed \$2,967,343, renewable for two additional one-year terms; and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract and to renew the Contract for one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$1,064,770, for a revised cumulative total amount not to exceed \$4,032,113, renewable for one additional one-year term; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A, Paragraph II. Budget of the Contract; and

WHEREAS, the Parties executed Amendment No. 3 to amend Paragraphs VI. and XI. 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 \$1,494,303, for a revised cumulative total amount not to exceed \$5,526,416; and

WHEREAS, the Parties executed Amendment No. 4 to amend Exhibit A, Paragraph II. Budget of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to amend 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 \$1,494,303 for this renewal term, for a revised cumulative total amount not to exceed \$7,020,719; on the amended terms and conditions.
2. Page 4, Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

**“Term:** October 1, 2017 through June 30, 2023

Period One means the period from October 1, 2017 through June 30, 2018

Period Two means the period from July 1, 2018 through June 30, 2019

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

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

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

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

**Maximum Obligation:**

Period One Maximum Obligation:	\$ 837,803
Period Two Maximum Obligation:	1,064,770
Period Three Maximum Obligation:	1,064,770
Period Four Maximum Obligation:	1,064,770
Period Five Maximum Obligation:	1,494,303
Period Six Maximum Obligation:	<u>1,494,303</u>
<b>TOTAL MAXIMUM OBLIGATION:</b>	<b>\$ 7,020,719”</b>

- 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>SIX</u>
<b>ADMINISTRATIVE COST</b>	
Salaries	\$ 39,910
Benefits	3,913
Indirect Costs	<u>124,788</u>
<b>SUBTOTAL ADMINISTRATIVE COST</b>	<b>\$ 168,611</b>
<b>PROGRAM COST</b>	
Salaries	\$ 966,577
Benefits	154,652
Services and Supplies	131,436
Subcontractor	<u>73,027</u>

SUBTOTAL PROGRAM COST	\$1,325,692
TOTAL GROSS COST	\$1,494,303
REVENUE	
MHSa	<u>\$1,494,303</u>
TOTAL REVENUE	\$1,494,303
TOTAL MAXIMUM OBLIGATION	\$1,494,303”

4. 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 \$124,525 per month for Period Six, 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 the 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.”

5. Exhibit A, Paragraph V. Services, subparagraph C.1., of the Contract is deleted in its entirety and replaced with the following:

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

Units of Service	FY 22-23 Contracted Units
Total number of courses	250
Total number of sessions	1,600
Total number of unduplicated participants to be served	2,000
Total number of individual interventions	475
Unduplicated number of participants receiving individual interventions	150
Children impacted by services	3,000”

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: Olive Crest**

Donald Verleur

CEO

Print Name

Title

DocuSigned by:  
*Donald Verleur*  
S 7791E411851B478...

2/10/2022

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

Brittany McLean

Deputy County Counsel

Print Name

Title

DocuSigned by:  
*Brittany McLean*  
S 9713A4061D4343D...

2/10/2022

Date