



**AMENDMENT NO. 6  
TO  
CONTRACT NO. MA-042-19010132  
FOR  
SCHOOL-BASED BEHAVIORAL HEALTH INTERVENTION AND SUPPORT SERVICES**

This Amendment (“Amendment No. 6”) to Contract MA-042-19010132 for School-Based Behavioral Health Intervention and Support Services is made and entered into on July 1, 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. 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-042-19010132 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 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**, the Parties executed Amendment No. 2 to exercise the contingency contract cost increase to increase the Period Two not to exceed amount and the Period Three not to exceed amount by \$50,000 each from \$2,008,589 to \$2,058,589, for a revised cumulative contract total amount not to exceed \$6,025,767; and

**WHEREAS**, the Parties executed Amendment No. 3 to add Federal Emergency Management Agency (FEMA) provisions for COVID-19 related needs for the term of July 1, 2020, through December 30, 2020, to allow invoicing for COVID-19 related expenditures; and

**WHEREAS**, the Parties executed Amendment No. 4 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, 2022, through June 30, 2023, in an amount not to exceed \$1,953,024 for this renewal term, for a revised cumulative contract total amount not to exceed \$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".
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, 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

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:	1,899,447
Period Five Amount Not To Exceed:	<u>1,953,024</u>
TOTAL AMOUNT NOT TO EXCEED:	\$9,878,238"

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  
 Alice Gleghorn, Ph.D., President and Chief Executive Officer of the  
 Corporation  
[AGleghorn@phoenixhouseca.org](mailto:AGleghorn@phoenixhouseca.org)"

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 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.”

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 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>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>
ADMINISTRATIVE COSTS						
Indirect Costs	\$ 248,946	\$ 268,511	\$ 268,511	\$ 247,754	\$ 254,742	\$ 1,288,464
SUBTOTAL	\$ 248,946	\$ 268,511	\$ 268,511	\$ 247,754	\$ 254,742	\$ 1,288,464
ADMINISTRATIVE COSTS						
PROGRAM COSTS						
Salaries	\$ 1,002,312	\$ 1,057,364	\$ 1,057,364	\$ 1,048,636	\$ 1,064,691	\$ 5,230,367
Benefits	288,496	211,473	211,473	225,463	244,879	1,181,784
Services and Supplies	333,085	485,241	485,241	369,094	388,712	2,061,373
Subcontractor	35,750	36,000	36,000	8,500	0	116,250

SUBTOTAL PROGRAM	\$ 1,659,643	\$ 1,790,078	\$ 1,790,078	\$ 1,651,693	\$ 1,698,282	\$ 8,589,774
COSTS						
TOTAL GROSS COSTS	\$ 1,908,589	\$ 2,058,589	\$ 2,058,589	\$ 1,899,447	\$ 1,953,024	\$ 9,878,238
REVENUE						
MHSA	\$ 1,908,589	\$ 2,058,589	\$ 2,058,589	\$ 1,899,447	\$ 1,953,024	\$ 9,878,238
TOTAL REVENUE	\$ 1,908,589	\$ 2,058,589	\$ 2,058,589	\$ 1,899,447	\$ 1,953,024	\$ 9,878,238
MAXIMUM OBLIGATION	\$ 1,908,589	\$ 2,058,589	\$ 2,058,589	\$ 1,899,447	\$ 1,953,024	\$ 9,878,238

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 for Period One, \$171,549 for Periods Two and Three, \$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 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.”

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 and FY 20-21			FY 21-22			FY 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			22 Elementary Schools			22 Elementary Schools		
	8 Middle Schools			10 Middle Schools			8 Middle Schools			8 Middle Schools		
	4 High Schools			6 High Schools			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	12,000 Elementary Students 6,000 Middle School Students 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	1,600 Elementary Students 600 Middle School Students 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	48 SFP Group Sessions 290 Students Served 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 Educational Activities 990 School Staff Served 2,000 Parents/Caregivers Served	60 Educational Activities 990 School Staff Served 2,000 Parents/Caregivers Served

2. CONTRACTOR shall update the You And app, as follows:

- a. 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 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 Orange County for individual use.

4. CONTRACTOR shall track metrics on the use of the You And app including the number of users.”

This Amendment No. 6 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. 6 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 6 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 6 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6. 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 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.**

Alice Gleghorn	President and CEO
_____ Print Name	_____ Title
<small>Print Name DocuSigned by:</small> Alice Gleghorn	3/24/2022
<small>E036800A6FBE428...</small> 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

Brittany McLean	Deputy County Counsel
_____ Print Name	_____ Title
<small>Print Name DocuSigned by:</small> Brittany McLean	3/24/2022
<small>9713A4061D4343D...</small> Signature	_____ Date