



**AMENDMENT NO. 3
TO
CONTRACT NO. MA 042-18010323
FOR
OLDER ADULT FULL SERVICE PARTNERSHIP SERVICES**

This Amendment (“Amendment No. 3”) to Contract No. MA 042-18010323 for Older Adult Full Service Partnership Services is made and entered into on July 1, 2021 (“Effective Date”) between College Community Services (“Contractor”), with a place of business at 4281 Katella Ave., Suite 201, Los Alamitos, CA 90720, 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-042-18010323 for Older Adult Full Service Partnership Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed \$8,655,642, renewable for two additional one-year terms (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to amend specific terms and conditions of the Contract, to replace Exhibit A with Exhibit A-1 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 \$3,462,257, for a revised cumulative total amount not to exceed \$12,117,899, renewable for one additional one-year term; and

WHEREAS, the Parties executed Amendment No. 2 to add Federal Emergency Management Agency (FEMA) provisions to the Contract for COVID-19 related needs; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to amend Exhibit A-1 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 through June 30, 2022, in an amount not to exceed \$3,462,257 for this renewal term, for a revised cumulative total amount not to exceed \$15,580,156; on the amended terms and conditions.
2. Page 4, Referenced Contract Provisions, subsection Term of the Contract is deleted in its entirety and replaced with the following:

“**Term:** July 1, 2017 through June 30, 2022

Period One means the period from July 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”

- 3. Page 4, Referenced Contract Provisions, subsection Maximum Obligation of the Contract is deleted in its entirety and replaced with the following:

“Maximum Obligation

Period One Maximum Obligation:	\$2,885,214
Period Two Maximum Obligation:	\$2,885,214
Period Three Maximum Obligation:	\$2,885,214
Period Four Maximum Obligation:	\$3,462,257
Period Five Maximum Obligation:	\$3,462,257
TOTAL MAXIMUM OBLIGATION:	\$15,580,156”

- 4. 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, Period Four and Period Five, 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 ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.”

- 5. Exhibit A-1, Header, of the Contract is deleted in its entirety and replaced with the following:

“EXHIBIT A-1
TO CONTRACT FOR PROVISION OF
OLDER ADULT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE

AND
COLLEGE COMMUNITY SERVICES
JULY 1, 2021 THROUGH JUNE 30, 2022”

6. Exhibit A-1, Section 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-1 to the Contract 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 One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>Period Four</u>	<u>Period Five</u>	<u>Total</u>
ADMINISTRATIVE COST						
Indirect Costs	<u>\$376,333</u>	<u>\$376,333</u>	<u>\$376,333</u>	<u>\$451,599</u>	<u>\$451,599</u>	<u>\$2,032,197</u>
SUBTOTAL ADMINISTRATIVE COST	\$376,333	\$376,333	\$376,333	\$451,599	\$451,599	\$2,032,197
PROGRAM COST						
Salaries	\$1,243,504	\$1,243,504	\$1,243,504	\$1,552,913	\$1,568,399	\$6,851,824
Benefits	276,865	276,865	276,865	345,080	313,680	1,489,355
Services and Supplies	290,422	290,422	290,422	297,205	313,119	1,481,590
Flexible Funds	586,550	586,550	586,550	703,920	703,920	3,167,490
Subcontracts	<u>111,540</u>	<u>111,540</u>	<u>111,540</u>	<u>111,540</u>	<u>111,540</u>	<u>557,700</u>
SUBTOTAL PROGRAM COST	\$2,508,881	\$2,508,881	\$2,508,881	\$3,010,658	\$3,010,658	\$13,547,959
GROSS COST	\$2,885,214	\$2,885,214	\$2,885,214	\$3,462,257	\$3,462,257	\$15,580,156
REVENUE						
FFP Medi-Cal	\$201,965	\$201,965	\$201,965	\$ 484,716	\$484,716	\$1,575,327

MHSA Medi-Cal	201,965	201,965	201,965	484,716	484,716	1,575,327
MHSA	<u>2,481,284</u>	<u>2,481,284</u>	<u>2,481,284</u>	<u>2,492,825</u>	<u>2,492,825</u>	<u>12,429,502</u>
TOTAL REVENUE	\$2,885,214	\$2,885,214	\$2,885,214	\$3,462,257	\$3,462,257	\$15,580,156
TOTAL BUDGET	\$2,885,214	\$2,885,214	\$2,885,214	\$3,462,257	\$3,462,257	\$15,580,156”

7. Exhibit A-1, Subsection 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 \$288,521 per month for Period Four and Period Five and \$240,435 per month for Period One, Period Two, and Period Three. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A-1 to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated in the Referenced Contract Provisions of the Contract 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-1, Section V. Staffing, subsections K and L, of the Contract are deleted in their entirety and replaced with the following:

“K. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an average of forty (40) hours of work per week.

DIRECT PROGRAM	<u>FTEs</u>
Regional Director	0.25
Program Director	1.00

Licensed Clinical Manager	1.00
Office Manager	1.00
Office Assistant	3.00
Office Assistant/Billing Specialist	1.00
Outcomes Analyst	1.00
Benefits Specialist	0.60
QI Administrator	0.11
Billing Administrator	0.10
Lead Personal Service Coordinator	2.00
Personal Service Coordinator	8.00
Licensed Therapist	1.00
Pre-Licensed Therapist	3.00
PSC Housing	1.00
Lead Life Skills Coach/Education Employment Specialist	1.00
Life Skills Coach	2.00
Psychiatrist- Med Director	0.05
Nurse Practitioner	1.00
RN/LPT	1.00
RN	1.00
Pharmacist	0.20
Geriatric Psychiatrist (Subcontractor)	<u>0.33</u>
TOTAL DIRECT PROGRAM FTEs	30.64

L. WORKLOAD STANDARDS

1. One (1) DSH will be equal to sixty (60) minutes of direct service.
2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or

one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall, during the term of the Contract, provide a minimum of twenty thousand three-hundred and sixteen (20,316) DSH, with a minimum of one thousand five-hundred and ninety-six (1,596) hours of medication support services and eighteen thousand seven-hundred and twenty (18,720) hours of other mental health, case management and/or crisis intervention services as outlined below.

4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and eighty (180) Clients throughout the term of the Contract.”

This Amendment No. 3 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. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 3 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. 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 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: College Community Services, a California nonprofit corporation

Gioconda Rodriguez

State Director

Print Name

Title

DocuSigned by:

Gioconda Rodriguez

3/23/2021

Signature 16739425E06B4BA...

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

Title

Print Name

DocuSigned by:

Brittany McLean

3/24/2021

Signature 9713A4061D4343D...