

AMENDMENT ONE TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INCORPORATED
FOR THE PROVISION OF RESPITE CARE SERVICES

THIS AMENDMENT ONE, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CCE1121 between the parties hereto, hereinafter referred to as the “Agreement” and is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and NEW ALTERNATIVES, INCOPORATED, a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to individually as “Party” and collectively as “the Parties.”

W I T N E S S E T H

WHEREAS, on July 1, 2021, COUNTY and CONTRACTOR entered into an Agreement for the provision of Respite Care Services, for the term of July 1, 2021, through June 30, 2024;

WHEREAS, COUNTY desires to increase funding for the provision of additional Respite Care Services to clients referred to CONTRACTOR by COUNTY;

WHEREAS, COUNTY desires to renew the Agreement for an additional two years;

WHEREAS, COUNTY desires to amend Paragraphs 1 and 13 and Subparagraphs 9.4.3.1, 20.1, 20.2, 20.4.1, 26.2.2, and 36.2.4 of the Agreement; amend Subparagraphs 5.1, 5.2, 6.12.1, 6.12.6, 11.1, 11.2 and 11.5 of Exhibit A of the Agreement; add Subparagraph 35.4 and Paragraph 45 to the Agreement; and add Subparagraphs 6.11.17, 6.12.12, 6.12.13, and Paragraph 13 to Exhibit A of the Agreement;

WHEREAS, CONTRACTOR agrees to such extension and to continue to provide such services under the terms and conditions set forth in this Agreement; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1. Paragraph 1 of the Agreement is hereby amended to read as follows:

1. TERM

The term of this Agreement shall commence on July 1, 2021, and terminate on June 30, 2026, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting.

2. Subparagraph 9.4.3.1 of the Agreement is hereby amended to read as follows:

9.4.3.1 <https://www.cdss.ca.gov/Portals/9/FMUForms/M-P/PUB470.pdf?ver=2021-05-10-164956-817> (Pub 470 - Your rights Under Adult Protective Services)

3. Paragraph 13 of the Agreement is hereby amended to read as follows:

13. INSURANCE

13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage current, and provide Certificates of Insurance, and endorsements to ADMINISTRATOR during the entire term of this Agreement.

13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of

Insurance. Any SIRs in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in this Agreement.

13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

13.5 Qualified Insurer

13.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

13.5.2 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

13.5.3 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims-made
Sexual Misconduct Liability	\$1,000,000 per occurrence

13.5.4 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

13.6 Required Coverage Forms

13.6.1 Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

13.6.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

13.7 Required Endorsements

13.7.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

13.7.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

13.7.1.2 A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributory.

13.7.2 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

13.7.3 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

13.7.3.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

13.7.3.2 A primary and non-contributory endorsement evidencing that the

CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributory.

13.8 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents when acting within the scope of their appointment or employment.

13.9 CONTRACTOR shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.

13.10 If CONTRACTOR's Network Security & Privacy Liability policy is a "Claims-Made" policy, CONTRACTOR shall agree to the following:

13.10.1 The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Agreement services.

13.10.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Agreement services.

13.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement services, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration or earlier termination of the Agreement.

13.11 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

13.12 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Agreement.

13.13 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.

13.14 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this

Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

13.15 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificates of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

13.16 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

4. Subparagraph 20.1 of the Agreement is hereby amended to read as follows:

20.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of \$1,125,000, or actual allowable costs, whichever is less, for the term of July 1, 2021, through June 30, 2026.

5. Subparagraph 20.2 of the Agreement is hereby amended to read as follows:

20.2 Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for the month of June during the term of the Agreement, during the month of such anticipated expenditure.

6. Subparagraph 20.4.1 of the Agreement is hereby amended to read as follows:

20.4.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 20.4.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays

include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

7. Subparagraph 26.2.2 of the Agreement is hereby amended to read as follows:

26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 42.2 of this Agreement.

8. Subparagraph 35.4 is hereby added to the Agreement to read as follows:

35.4 Emergency Publicity and Outreach: In response to natural disasters and local emergencies, at the direction of the COUNTY, CONTRACTOR shall assist the COUNTY with publicity of COUNTY provided emergency benefits information materials and messaging, to provide CONTRACTOR's clientele with helpful emergency benefits and resource information during emergencies.

9. Subparagraph 36.2.4 of the Agreement is hereby amended to read as follows:

36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.

10. Paragraph 45 is hereby added to the Agreement to read as follows:

45. COOPERATIVE AGREEMENT

45.1 This Agreement is a cooperative agreement and may be utilized by all County of Orange departments.

45.2 The provisions and pricing of this Agreement may be extended, at the option of CONTRACTOR, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Agreement will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Agreement a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement. Failure to include this clause voids the Agreement's extension to a Cooperative Program and will be considered a material breach of this Agreement and grounds for immediate Agreement termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. COUNTY makes no guarantee of usage by other users of this Agreement.

45.3 Subordinate agreements must be executed prior to the expiration or earlier termination of this Agreement and may survive the expiration of this Agreement. This Cooperative Agreement provision shall survive expiration or termination of this Agreement.

11. Subparagraph 5.1 of Exhibit A of the Agreement is hereby amended to read as follows:

5.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population(s) to be served as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible. In addition, after-hour services must also be available twenty-four (24) hours per day, seven (7) days per week, through phone or email, for emergency placements through an on-call Program Coordinator or designee.

12. Subparagraph 5.2 of Exhibit A of the Agreement is hereby amended to read as follows:

5.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 5.1 of this Exhibit A. Any unauthorized closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall not be reimbursed.

13. Subparagraph 6.11.17 is hereby added to Exhibit A of the Agreement to read as follows:

6.11.17 Document and track the names of each child, sibling set, or NMD that the Respite Caregiver is requesting reimbursement as the first Respite Care Services session for the child in a fiscal year. Allowable reimbursements include recreational activities (e.g., movies, zoo) and mileage, including total expense incurred, to ensure compliance with the requirements stated below in Subparagraphs 6.12.1, 6.12.12, and 6.12.13.

14. Subparagraph 6.12.1 of Exhibit A of the Agreement is hereby amended to read as follows:

6.12.1 Reimburse a Respite Caregiver for up to a maximum of four (4) days in a child, sibling set, or NMD's first Respite Care Services session of a fiscal year. For respite care days/hours that exceed four (4) days in the first Respite Care Services session or any subsequent Respite Care Services sessions in a fiscal year, request payment from RESPITE RECIPIENTS or COUNTY's Wraparound provider as specified below in Subparagraph 6.12.5 for services rendered and collect payment within thirty (30) calendar days of service completion.

15. Subparagraph 6.12.6 of Exhibit A of the Agreement is hereby amended to read as follows:

6.12.6 Waive payment requests from RESPITE RECIPIENTS as described above in Subparagraph 6.12.1 and from RESPITE RECIPIENTS whose children are referred by ADMINISTRATOR when identified as at risk of abuse and/or neglect, or are referred by their birth parents or other primary caregivers, as defined in Subparagraphs 1.3 and 1.4 of this Exhibit.

16. Subparagraph 6.12.12 is hereby added to Exhibit A of the Agreement to read as follows:

6.12.12 Reimburse up to a maximum of twenty-five dollars (\$25) in mileage expenses incurred by the Respite Caregiver when transporting a child, sibling, set or NMD for recreational activities (e.g., movies, zoo) during the first Respite Care Services session of a fiscal year. If the sibling set is placed with different Respite Caregivers in different homes, each Respite Caregiver is also eligible to be reimbursed up to a maximum of twenty-five dollars (\$25) for mileage expenses incurred to engage in recreational activities with the child(ren)/NMD during the first Respite Care Services session of a fiscal year.

17. Subparagraph 6.12.13 is hereby added to Exhibit A of the Agreement to read as follows:

6.12.13 Reimburse expenses incurred by the Respite Caregiver to participate in recreational activities with a child, sibling set, or NMD during the first Respite Care Services session of a fiscal year; reimbursement cannot exceed one hundred dollars (\$100) per child, sibling set, or NMD in a fiscal year. If the sibling set is placed with different Respite Caregivers in different homes, each Respite Caregiver is also eligible for reimbursement for up to a maximum of one hundred dollars (\$100) for recreational activities expenses incurred during the child/NMD's first Respite Care session of a fiscal year. To receive reimbursement, CONTRACTOR shall receive from Respite Caregivers dated receipts for recreational activities expenses incurred during the child, sibling set, or NMD's first Respite Care Services request.

18. Subparagraph 11.1 of Exhibit A of the Agreement is hereby amended to read as follows:

11.1 The estimated annual budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

Estimated Budget for Period of July 1, 2021 – June 30, 2023

<u>STAFFING AND BENEFITS:</u>	<u>Maximum</u>			
<u>STAFFING</u>	<u>Position</u> <u>Type</u> ⁽¹⁾	<u>Hourly</u> <u>Rate</u> ⁽³⁾	<u>FTEs</u> ⁽²⁾	<u>Amount</u>
Program Coordinator	D	\$32.00	1.00	
Database/Program Support	D	19.00	0.85	
Accountant/Bookkeeper	A	37.00	0.17	
Staffing Subtotal				\$103,025
EMPLOYEE BENEFITS ⁽⁴⁾ (31.82%)				<u>\$ 32,781</u>
TOTAL STAFFING & EMPLOYEE BENEFITS				\$135,806

SERVICES, SUPPLIES, AND OPERATING EXPENSES⁽⁵⁾⁽⁷⁾

TOTAL SERVICES, SUPPLIES, AND OPERATING EXPENSES	<u>\$ 59,194</u>
SUBTOTAL STAFFING, EMPLOYEE BENEFITS, SERVICES, SUPPLIES, AND OPERATING EXPENSES	\$195,000
TOTAL ANNUAL BUDGET⁽⁸⁾	\$195,000

Estimated Budget for Period of July 1, 2023 – June 30, 2025

<u>STAFFING AND BENEFITS:</u>		<u>Maximum</u>		
	<u>Position</u>	<u>Hourly</u>		
<u>STAFFING</u>	<u>Type⁽¹⁾</u>	<u>Rate⁽³⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount</u>
Program Coordinator	D	\$32.00	1.00	
Database/Program Support	D	19.00	0.85	
Accountant/Bookkeeper	A	37.00	0.17	
Staffing Subtotal				\$103,025
EMPLOYEE BENEFITS ⁽⁴⁾ (31.82%)				<u>\$ 32,781</u>
TOTAL STAFFING & EMPLOYEE BENEFITS				\$135,806
TOTAL SERVICES AND SUPPLIES ⁽⁵⁾				\$ 43,743
TOTAL FLEXIBLE FAMILY SUPPORTS AND HOME- BASED FOSTER CARE (HBFC) ⁽⁶⁾				\$ 75,000
TOTAL OPERATING EXPENSES ⁽⁷⁾				<u>\$ 15,451</u>
TOTAL SERVICES, SUPPLIES, FLEXIBLE FAMILY SUPPORTS AND HBFC, AND OPERATING EXPENSES				\$134,194
SUBTOTAL STAFFING, EMPLOYEE BENEFITS, SERVICES, SUPPLIES, FLEXIBLE FAMILY SUPPORTS AND HBFC, AND OPERATING EXPENSES				\$270,000
TOTAL ANNUAL BUDGET⁽⁸⁾				\$270,000

Estimated Budget for Period July 1, 2025 – June 30, 2026

<u>STAFFING AND BENEFITS:</u>		<u>Maximum</u>		
	<u>Position</u>	<u>Hourly</u>		
<u>STAFFING</u>	<u>Type⁽¹⁾</u>	<u>Rate⁽³⁾</u>	<u>FTEs⁽²⁾</u>	<u>Amount</u>
Program Coordinator	D	\$32.00	1.00	
Database/Program Support	D	19.00	0.85	
Accountant/Bookkeeper	A	37.00	0.17	
Staffing Subtotal				\$103,025
EMPLOYEE BENEFITS ⁽⁴⁾ (31.82%)				<u>\$ 32,781</u>
TOTAL STAFFING & EMPLOYEE BENEFITS				\$135,806
TOTAL SERVICES AND SUPPLIES ⁽⁵⁾				\$ 43,743
TOTAL OPERATING EXPENSES ⁽⁷⁾				<u>\$ 15,451</u>
TOTAL SERVICES, SUPPLIES, AND OPERATING EXPENSES				\$ 59,194

SUBTOTAL STAFFING, EMPLOYEE BENEFITS, SERVICES, SUPPLIES, AND OPERATING EXPENSES	\$195,000
TOTAL ANNUAL BUDGET ⁽⁸⁾	\$195,000

- (1) Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face-to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.
- (2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.
- (3) Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate.
- (4) Employee Benefits include contributions to health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers’ Compensation Tax, based on the currently prevailing rates; Worker’s Compensation; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed 31.82% of the actual salary expense claimed.
- (5) Services and Supplies include costs for independent audit, IT specialist, Respite Caregiver payments, incidental expense reimbursements, provider training, office supplies, and office equipment.

- (6) Flexible Family Supports and HBFC shall cover the following reimbursements of expenses in a child(ren)/NMD's first Respite Care session of each fiscal year occurring February 1, 2024, through June 30, 2025, contingent upon the availability of funds: up to four (4) days of Respite Care payment waiver, recreational activities, and mileage for recreational activities as limited to the amount allowed by IRS.
- (7) Operating Expenses include costs for facility lease/rental, equipment lease/rental, maintenance, utilities, insurance, telephone, and mileage as limited to the amount allowed by IRS.
- (8) The annual budgets are estimated and subject to modification per Subparagraph 11.4 of this Exhibit, providing that such modifications do not change the COUNTY's maximum funding obligation as stated in Subparagraph 20.1 of this Agreement.

19. Subparagraph 11.2 of Exhibit A of the Agreement is hereby amended to read as follows:

11.2 Pursuant to Subparagraph 20.3 of this Agreement, CONTRACTOR shall provide a match in an amount no less than ten percent (10%) of the amount paid to CONTRACTOR by COUNTY. Match shall not include reimbursements made for mileage and expenses to engage and participate in recreational activities and expenses to cover four (4) days in a first Respite Care Services session. CONTRACTOR shall provide the following to meet the Match requirement: 0.21 FTE of In-Kind Clerical Support; salary and employee benefits for In-Kind Clerical Support, which includes the benefits and percentage listed in footnote (4); donated items to RESPITE RECIPIENTS and Respite Caregivers to facilitate implementation of services as referenced in Subparagraph 6.4 of this Exhibit; and the facility lease/rental cost for the square footage occupied by this program, in the amount of six thousand two hundred seventy-four (\$6,274).

20. Subparagraph 11.5 of Exhibit A of the Agreement is hereby amended to read as follows:

11.5 In the event one of the annual budgets shown in Paragraph 11.1 of this Exhibit is modified, modification shall remain in effect until the end of the specific fiscal period modified, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on August 15, 2023, to modify the annual budget for the term of July 1, 2023, through June 30,

2024, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. Beginning July 1, 2025, the budget will revert to the budget included in Subparagraph 11.1 of this Exhibit until it is modified, if applicable.

21. Paragraph 13 is hereby added to Exhibit A of the Agreement to read as follows:

13. UTILIZATION REVIEW

13.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to review and evaluate a random selection of family case records. The review may include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. FAMILY cases to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed cases.

13.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's facility referenced in Paragraph 8 of this Exhibit A, with date and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

13.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's Director of Children and Family Services for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 42 of this Agreement.

22. The Parties agree that separate copies of this Amendment may be signed by each of the Parties, and this Amendment will have the same force and effect as if the original had been signed by all Parties.

23. All other terms and conditions of the Agreement shall remain the same and in full force and in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment One to Agreement on the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two (2) 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: NEW ALTERNATIVES, INCORPORATED

Tim Farley

Assistant Executive Director

Print Name

Title

DocuSigned by:

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11/29/2023 | 4:25:31 PM PST

Signature

Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California

Deputized Designee Signature:

Print Name

Deputy Purchasing Agent
Title

Signature

Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost

Deputy County Counsel

Print Name

Title

DocuSigned by:

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11/30/2023 | 9:03:02 AM PST

Signature

Date