

THIRD AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY
FOR THE PROVISION OF HOME VISITING SERVICES

THIS THIRD AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number WJP0119 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 CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY, a California government commission, hereinafter referred to as “CONTRACTOR.” This Amendment shall be administered by the County of Orange Social Services Agency, hereinafter referred to as “ADMINISTRATOR.”

W I T N E S S E T H

WHEREAS, on March 27, 2019 COUNTY and CONTRACTOR entered into an Agreement for the provision of Home Visiting services, for the term of March 27, 2019, through June 30, 2020;

WHEREAS, FIRST AMENDMENT was issued to increase funding for the Home Visiting Program provision for FY 2019-20, expand the definition of eligible clients per CDSS directive, add a new staffing requirement to correspond to the new proposed budget and reporting requirements for a larger population of eligible clients, and update the program description from the Home Visiting Initiative to the Home Visiting Program per CDSS directive;

WHEREAS, SECOND AMENDMENT was issued to increase funding for the provision of additional Home Visiting services to clients referred to CONTRACTOR by COUNTY and extend the term of the Agreement for an additional twelve (12) months;

WHEREAS, COUNTY desires to increase funding by an additional \$250,000 for services to clients referred to CONTRACTOR by COUNTY, amend Subparagraph 20.1 of the Agreement, and amend Paragraph 9 of Exhibit A; and

WHEREAS, CONTRACTOR agrees to continue to provide such services under the terms and conditions set forth in this Agreement through June 30, 2021;

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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

"20.1 Maximum Contractual Funding Obligation

The maximum obligation of COUNTY under this Agreement shall be \$6,688,471."

2. Paragraph 9 of Exhibit A of the Agreement is hereby amended to read as follows:

"9. BUDGET FOR HOME VISITING SERVICES:

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

Budget for Period of March 27, 2019 to June 30, 2019

DIRECT SERVICE EXPENSES

Direct Service Salaries	\$ 316,034
Direct Service Benefits (20% - 50%) ⁽¹⁾	<u>74,373</u>
Subtotal Direct Service Salaries and Benefits	\$ 390,407
Supplies and Operating Expenses	242,812
Subcontractor Indirect	<u>61,527</u>
SUBTOTAL DIRECT SERVICES	\$ 694,746

ADMINISTRATIVE SERVICE EXPENSES⁽²⁾

Hospital Stipends for 10 Bridges Hospitals	\$ 50,000
Administrative Indirect	<u>4,972</u>
SUBTOTAL DIRECT SERVICES	\$ 54,972

TOTAL LINE ITEM BUDGET FOR YEAR 1 **\$ 749,718**

Budget for Period of July 1, 2019 to June 30, 2020DIRECT SERVICE EXPENSES

Direct Service Salaries	\$ 1,439,483
Direct Service Benefits (20% - 50%) ⁽¹⁾	<u>345,813</u>
Subtotal Direct Service Salaries and Benefits	\$ 1,785,296
Supplies and Operating Expenses	339,826
Material Goods for Direct Service	209,000
Subcontractor Indirect	<u>204,512</u>
SUBTOTAL DIRECT SERVICES	\$ 2,538,634

ADMINISTRATIVE EXPENSES⁽²⁾

Administrative Indirect	<u>\$ 50,119</u>
SUBTOTAL ADMINISTRATIVE EXPENSES	\$ 50,119

TOTAL LINE ITEM BUDGET FOR YEAR 2 **\$ 2,588,753**

Budget for Period of July 1, 2020 to June 30, 2021DIRECT SERVICE EXPENSES

Direct Service Salaries	\$ 1,625,312
Direct Service Benefits (20% - 50%) ⁽¹⁾	<u>409,284</u>
Subtotal Direct Service Salaries and Benefits	\$ 2,034,596
Supplies and Operating Expenses	849,113
Material Goods for Direct Service ⁽³⁾	186,500
Subcontractor Indirect	<u>229,091</u>
SUBTOTAL DIRECT SERVICES	\$ 3,299,300

ADMINISTRATIVE EXPENSES⁽²⁾

Administrative Indirect	\$ 50,700
SUBTOTAL ADMINISTRATIVE EXPENSES	\$ <u>50,700</u>

TOTAL LINE ITEM BUDGET FOR YEAR 3 **\$ 3,350,000**

TOTAL CONTRACT MAXIMUM OBLIGATION **\$ 6,688,471**

⁽¹⁾ Benefits include, but are not limited to, retirement plans, health insurance, dental insurance, vision insurance, life insurance, unemployment, and workers' compensation.

⁽²⁾ Administrative costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.).

⁽³⁾ CONTRACTOR agrees to track the spending of material goods and provide documentation of purchases at the time of invoicing or upon ADMINISTRATOR request.

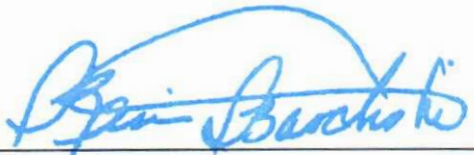
9.2 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

9.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete, or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation, as stated in Subparagraph 20.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 41.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit A."

3. 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.
4. All others terms and conditions of the Agreement shall remain the same and in full force and in effect.

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WHEREFORE, the Parties hereto have executed this Second Amendment to Agreement dated March 27, 2019, in the County of Orange, California.

By: 
CHAIR OF THE
CHILDREN AND FAMILIES
COMMISSION OF ORANGE COUNTY

By: _____
CHAIRWOMAN OF THE
BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: 2-9-21

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

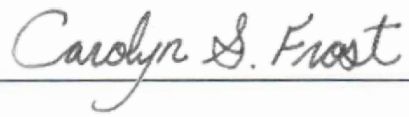
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE COMMISSION
ATTEST:

ROBIN STIELER
CLERK OF THE CHILDREN & FAMILIES COMMISSION
ORANGE COUNTY, CALIFORNIA

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

APPROVED AS TO FORM
ALAN BURNS
COMMISSION SPECIAL COUNSEL

By: 
Deputy

By: 

Dated: 02/18/21

Dated: Feb 1, 2021