

FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ORANGEWOOD FOUNDATION  
FOR THE PROVISION OF  
INDEPENDENT LIVING PROGRAM SERVICES

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CCB0120 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 Orangewood Foundation, a California non-profit corporation, 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 July 1, 2020, COUNTY and CONTRACTOR entered into an Agreement for the provision of Independent Living Program services, for the term of July 1, 2020, through June 30, 2021;

WHEREAS, COUNTY desires to increase funding for the term of July 1, 2020, through June 30, 2021, for additional Independent Living Program services to clients referred to CONTRACTOR by COUNTY;

WHEREAS, COUNTY desires to renew the Agreement for an additional twelve (12) months from July 1, 2021, through June 30, 2022;

WHEREAS, COUNTY desires to amend Paragraph 1 and Subparagraphs 20.1, 20.2, 20.3, and 20.4.4.1 of the Agreement;

WHEREAS, COUNTY desires to amend Subparagraph 3.3.2.2 and Subparagraph 11.1

of Exhibit A of the Agreement;

WHEREAS, COUNTY desires to remove Subparagraph 3.3.2.3 of Exhibit A of the Agreement;

WHEREAS, COUNTY desires to add Subparagraphs 3.3.9, 5.23 and 12.5, of Exhibit A of the Agreement; and

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

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, 2020, and terminate on June 30, 2024~~2~~, 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. ~~CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY’s maximum obligation as stated in Subparagraph 20.1 of this Agreement does not increase as a result.”~~

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

"20.1. Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$~~398,874~~1,434,958, or actual allowable costs, whichever is less.”

3. 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, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2024<sup>2</sup>, during the month of such anticipated expenditure.”

4. Subparagraph 20.3 of the Agreement is hereby amended to read as follows:

“20.3 Match

In providing services pursuant to this Agreement, CONTRACTOR shall provide a match in an amount no less than ~~one hundred percent (100%) of the amount paid to CONTRACTOR by COUNTY during the term \$398,874, for each year~~ of this Agreement. CONTRACTOR shall not use government funds to provide its match without prior written approval by the government agency providing the funds and ADMINISTRATOR. The match shall be reported to ADMINISTRATOR on a monthly basis. In the event there is a portion of the match unpaid at the termination of this Agreement, it shall be deducted from any monies owed to CONTRACTOR by COUNTY or paid to COUNTY upon demand.”

5. Subparagraph 20.4.4.1 of the Agreement is hereby amended to read as follows:

“20.4.4.1 CONTRACTOR shall submit a final claim by no later than August 30, 2024<sup>2</sup>. Claims received after August 30<sup>th</sup> may, at ADMINISTRATOR’s sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be received, upon written notice to CONTRACTOR.”

6. Subparagraph 3.3.2.2 of Exhibit A of the Agreement is hereby amended to read as follows:

“3.3.2.2 Conduct a minimum of two (2) individualized one-on-one meetings per month to a minimum of ~~fifty~~sixty-five percent (~~50~~65%) of Active Status PARTICIPANTS.

CONTRACTOR may conduct one (1) of the meetings by telephone and one (1) in person.”

7. Subparagraph 3.3.2.3 of Exhibit A of the Agreement is removed in its entirety.

8. Add Subparagraph 3.3.9 to Exhibit A of the Agreement:

"3.3.9 Housing Goals

3.3.9.1 Assist an annual minimum of eighty percent (80%) of Active status

PARTICIPANTS to enter into housing options such as rentals, leasing, and roommates.”

9. Add Subparagraph 5.23 to Exhibit A of the Agreement:

"5.23 Housing Security

CONTRACTOR shall:

5.23.1 Provide Active status PARTICPANTS with concrete supports to ensure

they are able to sustain housing. These supports may include, but are not limited to:

- Moving supplies;
- Security and utility deposits;
- First month’s rent;
- Cleaning supplies;
- Furniture;
- Fumigation; and
- Groceries.”

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

“11.1 The ~~budget for services provided pursuant to Exhibit A of this Agreement~~  
~~is set forth~~ estimated annual amount for each twelve (12) month period is as follows:

Budget for July 1, 2020, through June 30, 2021:

STAFFING AND BENEFITS:

	<u>Position Type <sup>(1)</sup></u>	<u>Maximum Hourly Rate <sup>(2)</sup></u>	<u>FTEs <sup>(3)</sup></u>	<u>Amount</u>
<b>STAFFING</b>				
Director of Transitional Age Youth Services	D	<u>6546.00</u>	0.50	
Youth Support Specialist <sup>(4)</sup>	D	<u>269.700</u>	<u>35.50</u>	
Program Assistant	D	<u>219.5600</u>	0.50	
<u>Site Supervisor</u>	<u>D</u>	<u>33.50</u>	<u>.15</u>	
Senior Accountant	A	<u>324.00</u>	0.15	
				<u>\$234,074</u>
Staffing Subtotal				<u>288,102</u>
				<u>61,00973</u>
EMPLOYEE BENEFITS <sup>(5)</sup>				<u>.754</u>
				<u>\$295,083</u>
TOTAL STAFFING & EMPLOYEE BENEFITS				<u>361,856</u>
<b>SERVICES AND SUPPLIES<sup>(6)</sup></b>				
				<u>\$33,7598</u>
TOTAL SERVICES AND SUPPLIES				<u>4,879</u>
<b>OPERATING EXPENSES<sup>(7)</sup></b>				
TOTAL OPERATING EXPENSES				\$ 40,144
SUBTOTAL STAFFING AND BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES				<u>\$368,986</u>
				<u>486,879</u>
				\$
				<u>29,88839</u>
INDIRECT COSTS <sup>(8)</sup>				<u>.437</u>
<b><u>TOTAL LINE ITEM BUDGET</u></b>				<u>\$526,316</u>

Budget for July 1, 2021, through June 30, 2022:

STAFFING AND BENEFITS:

	<u>Position Type <sup>(1)</sup></u>	<u>Maximum Hourly Rate <sup>(2)</sup></u>	<u>FTEs <sup>(3)</sup></u>	<u>Amount</u>
<b>STAFFING</b>				
Director of Transitional Age Youth Services	<u>D</u>	<u>46.00</u>	<u>0.50</u>	
Youth Support Specialist <sup>(4)</sup>	<u>D</u>	<u>29.00</u>	<u>5.50</u>	
Program Assistant	<u>D</u>	<u>21.00</u>	<u>0.50</u>	

<u>Site Supervisor</u>	<u>D</u>	<u>33.50</u>	<u>0.15</u>	
<u>Senior Accountant</u>	<u>A</u>	<u>34.00</u>	<u>0.15</u>	
<u>Staffing Subtotal</u>				<u>\$383,885</u>
<u>EMPLOYEE BENEFITS <sup>(5)</sup></u>				<u>98,275</u>
<u>TOTAL STAFFING &amp; EMPLOYEE BENEFITS</u>				<u>\$482,160</u>
<u>SERVICES AND SUPPLIES<sup>(6)</sup></u>				
<u>TOTAL SERVICES AND SUPPLIES</u>				<u>\$318,254</u>
<u>OPERATING EXPENSES<sup>(7)</sup></u>				
<u>TOTAL OPERATING EXPENSES</u>				<u>\$ 40,144</u>
<u>SUBTOTAL STAFFING AND BENEFITS,</u>				
<u>SERVICES AND SUPPLIES, AND OPERATING EXPENSES</u>				<u>\$840,558</u>
<u>INDIRECT COSTS <sup>(8)</sup></u>				<u>\$ 68,084</u>
<u>TOTAL LINE ITEM BUDGET</u>				<u>\$908,642</u>
<b>MAXIMUM OBLIGATION FOR JULY 1, 2020 – JUNE 30, 2021<sup>12</sup></b>				<b><u>\$398,8741,434,958</u></b>

<sup>(1)</sup> 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.

<sup>(2)</sup> Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.

<sup>(3)</sup> 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.

<sup>(4)</sup> A minimum of 1.0 FTE Youth Support Specialist positions shall be filled with

bilingual staff.

(5) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; vision insurance; Employee Assistance Plan; 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; 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 Direct Service benefit rate shall not exceed twenty-six and fourteen hundredths percent (26.14%) of the actual salary expense claimed. The Administrative Service benefit rate shall not exceed twenty-four and twenty-two hundredths percent (24.22%) of the actual salary expense claimed.

(6) Services and Supplies include costs for program expenses such as office expenses and telephone; mileage as limited to the amount allowed by IRS; group service expenses such as costs for food, supplies, and venues needed for Workshops, Seminars, and Special Events; and housing concrete supports such as moving supplies, rental and utility deposits, housing stabilization, youth incentives, and basic needs.

(7) Operating Expenses include costs for facility lease/rental and insurance.

(8) Indirect costs include administrative costs not directly charged to the program, including costs for audits, Human Resources, Information Technology, and additional administrative salaries and benefits. Indirect costs are based on eight and one tenth percent (8.1%) of the total budget. In the event the rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.”

11. Add Subparagraph 12.5 to Exhibit A of the Agreement:

“12.5 Site Supervisor

Duties

12.5.1 Provide supervision and direction to Youth Support Specialist staff;

12.5.2 Coordinate services and provide support to ensure youth are connected to resources that will assist youth with achieving their independence;

12.5.3 Coordinate with community partners to maintain and expand resource base;

12.5.4 Provide crisis intervention, as needed, to support youth and staff;

12.5.5 Assist Events Coordinator with planning, scheduling, and logistics of all major ILP events; and

12.5.6 Assist staff with case management of youth through facilitation, mediation, coaching and additional support as needed.

Qualifications

12.5.3 Bachelor's Degree in Human Services, Sociology, Social Work, Education, Psychology, or a related field;

12.5.4 Minimum of one (1) year of supervisor experience;

12.5.5 Minimum of two (2) years of experience working with adolescents in the foster care system;

12.5.6 Proficient in Microsoft Office: Outlook, Word, Access, and internet technologies;

12.5.7 Must be a minimum of 21 (twenty-one) years old; and

12.5.8 Must possess a valid California's driver's license and proof of current automobile insurance."

12. 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.

13. 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 First Amendment to Agreement dated July 1, 2020, in the County of Orange, California.

By: \_\_\_\_\_ By: \_\_\_\_\_  
CHRISTIAN SIMONSEN CHAIRMAN  
CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS  
ORANGEWOOD FOUNDATION COUNTY OF ORANGE, CALIFORNIA

Dated: \_\_\_\_\_ 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:

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: \_\_\_\_\_  
DEPUTY

Dated: \_\_\_\_\_