

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

THIS AMENDMENT ONE, made and entered into upon execution of all necessary signatures, is to that certain CONTRACT Number CJP3422 between the parties hereto, hereinafter referred to as the “Contract” 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.” COUNTY and CONTRACTOR may be referred to individually as “Party” and collectively as “the Parties.”

WITNESSETH

WHEREAS, on July 1, 2022, COUNTY and CONTRACTOR entered into a Contract for the provision of Independent Living Program Services, for the term of July 1, 2022, through June 30, 2025;

WHEREAS, COUNTY desires to increase funding for the provision of additional Independent Living Program Services to clients referred to CONTRACTOR by COUNTY; amend Subparagraph 20.1 of the Contract; amend Subparagraphs 1.1, 5.19, and 10.1 of Attachment A of the Contract; and add Subparagraphs 12.10 through 12.12 to Attachment A of the Contract;

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

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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

20.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Contract shall be \$5,291,688, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

20.1.1 \$947,384 for July 1, 2022 through June 30, 2023;

20.1.2 \$2,172,152 for July 1, 2023 through June 30, 2024; and

20.1.3 \$2,172,152 for July 1, 2024 through June 30, 2025.

2. Subparagraph 1.1 of Attachment A of the Contract is hereby amended to read as follows:

1.1 CONTRACTOR shall provide Independent Living Program (ILP) Services to youth/young adults ages sixteen (16) to twenty-five (25) years, or as otherwise authorized by Federal and State regulations, who were/are placed in out-of-home care between the ages of sixteen (16) and nineteen (19). The population to be served as defined in this Paragraph shall hereinafter be referred to as "youth/young adults".

3. Subparagraph 5.19 of Attachment A of the Contract is hereby amended to read as follows:

5.19 Provide assistance and advocacy to youth/young adults applying for resources such as daily living skills, education, employment, housing, family/social support, financial responsibility, and health (including mental, physical and reproductive/sexual). Advocacy for youth/young adults' housing includes, but is not limited to, assisting youth/young adults with rental negotiations and providing trauma-informed training to landlords. CONTRACTOR shall manage rent subsidy funds used for youth/young adult housing.

4. Subparagraph 10.1 of Attachment A of the Contract is hereby amended to read as follows:

10.1 The budget for services provided pursuant to Attachment A of this Contract is set forth as follows:

Budget for July 1, 2022 through June 30, 2023:

STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>Position Type</u> ⁽¹⁾	<u>Maximum Hourly Rate</u> ⁽²⁾	<u>FTEs</u> ⁽³⁾	<u>Amount</u>
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Director of ILP Services	D	\$55.00	0.50	
ILP Supervisor	D	37.50	1.00	
ILP Events Coordinator	D	37.50	1.00	
Youth Support Specialist ⁽⁴⁾	D	30.00	8.00	
Program Assistant	D	26.00	0.50	
Program Supervisor	D	37.50	0.15	
Peer Mentor	D	23.00	0.60	
Senior Accountant	A	34.00	0.15	
Staffing Subtotal				\$ 671,634
EMPLOYEE BENEFITS ⁽⁵⁾				<u>156,190</u>
TOTAL STAFFING AND EMPLOYEE BENEFITS				\$ 827,824
TOTAL SERVICES AND SUPPLIES ⁽⁶⁾				\$ 748,105
TOTAL OPERATING EXPENSES ⁽⁷⁾				\$ 34,260
SUBTOTAL STAFFING AND EMPLOYEE BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES				\$1,610,189
INDIRECT COSTS ⁽⁸⁾				\$ 82,782
<u>Minus Match</u> ⁽⁹⁾				(\$745,587)
MAXIMUM OBLIGATION FOR JULY 1, 2022 – JUNE 30, 2023				\$ 947,384

Annual Budget for July 1, 2023 through June 30, 2025:

STAFFING AND BENEFITS:

	<u>Position</u>	<u>Maximum</u>		<u>Amount</u>
		<u>Hourly</u>	<u>FTEs</u> ⁽³⁾	
<u>STAFFING</u>	<u>Type</u> ⁽¹⁾	<u>Rate</u> ⁽²⁾		
Director of ILP Services	D	\$55.00	0.50	
Assistant Director of ILP Services	D	41.00	1.00	
ILP Supervisor	D	37.50	2.00	
ILP Events Coordinator	D	37.50	1.00	
Housing Identification Coordinator	D	26.00	1.00	
Youth Support Specialist ⁽⁴⁾	D	30.00	11.00	
Program Assistant	D	26.00	0.50	

Data Entry Specialist	A	22.50	1.00	
Peer Mentor	D	23.00	0.60	
Senior Accountant	A	34.00	0.30	
SUBTOTAL STAFFING				\$1,101,410
EMPLOYEE BENEFITS ⁽⁵⁾				<u>263,634</u>
TOTAL STAFFING AND EMPLOYEE BENEFITS				\$1,365,044
TOTAL SERVICES AND SUPPLIES ⁽⁶⁾				\$1,322,006
TOTAL OPERATING EXPENSES ⁽⁷⁾				\$ 34,260
SUBTOTAL STAFFING, EMPLOYEE BENEFITS, SERVICES, SUPPLIES, AND OPERATING EXPENSES				\$2,721,310
INDIRECT COSTS ⁽⁸⁾				<u>\$ 196,429</u>
SUBTOTAL STAFFING, EMPLOYEE BENEFITS, SERVICES SUPPLIES, OPERATING EXPENSES, AND INDIRECT COSTS				\$2,917,739
<u>Minus Match</u> ⁽⁹⁾				(\$745,587)
ANNUAL MAXIMUM OBLIGATION				\$2,172,152

(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) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate.

- (3) 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 Contract. 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 Contract, regardless of the number of hours actually worked.
- (4) A minimum of 2.0 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-seven percent (27%) of the actual salary expense claimed. The Administrative Service benefit rate shall not exceed twenty-five percent (25%) 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 ten percent (10%) of the total budget. In the event the rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly.

- (9) Match includes in-kind support from salaries, services, supplies, and operating costs directly related to ILP Services. A minimum match of ten percent (10%) of the total annual budget is required annually.

10.2 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 Contract 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.

10.3 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 funding obligation as stated in Subparagraph 20.1 of this Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 43.3 of this Contract, in the event ADMINISTRATOR reduces the maximum funding 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 Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

10.4 In the event the budget shown in Paragraph 10 of this Attachment is modified, the modified budget shall remain in effect for the remainder of the contract term, 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, 2022, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing.

5. Subparagraphs 12.10 through 12.12 are hereby added to Attachment A of the Contract to read as follows:

12.10 Assistant Director of ILP Services

Duties

12.10.1 Provide supervision for ILP Supervisors and the ILP Events Coordinator.

12.10.2 Direct recruitment, hiring, and training of ILP staff.

12.10.3 Assist in management and group supervision of ILP staff providing direct services.

12.10.4 Collaborate with SSA staff to share information on ILP Services.

Qualifications

12.10.5 Master's degree in human services field from an accredited college or university with a minimum of two (2) years of experience in human services, coordinating social services related program, and an excellent understanding of issues related to child abuse and trauma.

12.11 Housing Identification Coordinator

Duties

12.11.1 Build and maintain relationships with landlords who are currently renting to ILP youth/young adults and landlords who are interested in renting to ILP youth/young adults.

12.11.2 Ensure young adults have access to affordable housing within Orange County.

12.11.3 Manage ILP rent subsidy funds.

12.11.4 Provide trauma-informed education to landlords.

12.11.5 Assist young adults with landlord/tenant negotiations and rental leases.

Qualifications

12.11.6 Bachelor's degree in human service field from an accredited college or university.

12.11.7 Minimum of one (1) year of experience working with housing services and/or programs, preferably in Orange County.

12.11.8 Knowledge of basic housing and leasing concepts.

12.11.9 A basic understanding of developmental learning theory, and adolescent and child abuse issues.

12.11.10 A valid driver's license with proof of current automobile insurance.

12.12 Data Entry Specialist

Duties

12.12.1 Provide meeting and event support described in Subparagraph 5.24, including, but not limited to, note taking, and report drafting.

12.12.2 Provide online record management on young adult and landlord incentives, activities, and requests for support.

12.12.3 Collect and compile data from ILP youth/young adults and their families.

12.12.4 Complete data entry onto internal and Homeless Management Information System databases.

12.12.5 Prepare and distribute ILP data reports at minimum on a monthly, quarterly, and annual basis, or as requested, including year-to-date data.

Qualifications

12.12.6 High school diploma or equivalent.

12.12.7 Preferred one (1) year of experience in data entry as an administrative function of a program.

12.12.8 Proficiency in Microsoft Office applications and an ability to learn new applications quickly.

12.12.9 Excellent written and oral communication skills.

12.12.10 A valid driver's license with proof of current automobile insurance.

6. 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.
7. All other terms and conditions of the CONTRACT Number CJP3422 shall remain the same and in full force and in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment One to Contract on the date set forth opposite their signatures. 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.

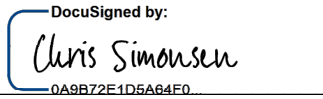
Contractor: Orangewood Foundation

Chris Simonsen

Print Name

Chief Executive Officer

Title


Signature

3/23/2023 | 10:20:22 AM PDT
Date

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

Deputized Designee Signature:

John Parr

Print Name

Deputy Purchasing Agent

Title

Signature

Date

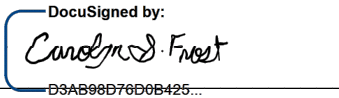
APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost

Print Name

Deputy County Counsel

Title


Signature

3/23/2023 | 10:25:02 AM PDT
Date