

AMENDMENT THREE TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC.
FOR THE PROVISION OF CHILD ABUSE PREVENTION AND INTERVENTION
SERVICES

THIS AMENDMENT THREE, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CDM0518 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 THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC., 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, 2018, COUNTY and CONTRACTOR entered into an Agreement for the provision of Basic Needs and Placement Preparation Services for child abuse prevention and intervention services, for the term of July 1, 2018, through June 30, 2021;

WHEREAS, FIRST AMENDMENT was issued to incorporate the CONTRACTOR’s name change from Orange County Child Abuse Prevention Center to The Priority Center, Ending the Generational Cycle of Trauma, Inc.;

WHEREAS, SECOND AMENDMENT was issued to renew the Agreement for an additional twelve (12) months from July 1, 2021, through June 30, 2022; amend Paragraphs 1 and 40 of the Agreement; amend Subparagraphs 6.1, 8.3.3, 8.4.2.3, 19.1 and 19.2 of the Agreement; add Paragraph 45 and Subparagraphs 7.3, 13.5 and 13.6 to the Agreement; and amend Paragraph 11 and Subparagraph 12.1 of Exhibit A of the Agreement;

WHEREAS, COUNTY desires to renew the Agreement for an additional twelve (12) months from July 1, 2022, through June 30, 2023;

WHEREAS, COUNTY desires to amend Paragraph 1, Subparagraph 19.1, Subparagraph 19.2, and Subparagraph 36.2.4 of the Agreement;

WHEREAS, COUNTY desires to amend Subparagraph 12.1 of Exhibit A of the Agreement;

WHEREAS, CONTRACTOR agrees to such renewal 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, 2018, and terminate on June 30, 2023, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; provided, 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. ~~This Agreement may be renewed thereafter for one (1) additional one year term upon mutual agreement of both Parties. The COUNTY does not have to provide a reason if it elects not to renew this Agreement.~~”

2. Subparagraphs 19.1 and 19.2 of the Agreement are hereby amended to read as follows:

“19.1 Maximum Contractual Funding Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$3,232,805, or actual allowable costs, whichever is less. The annual amount for each twelve (12) month period is as follows:

19.1.1 \$646,561 for July 1, 2018, through June 30, 2019;

19.1.2 \$646,561 for July 1, 2019, through June 30, 2020;

19.1.3 \$646,561 for July 1, 2020, through June 30, 2021;

19.1.4 \$646,561 for July 1, 2021, through June 30, 2022; and

19.1.5 \$646,561 for July 1, 2022, through June 30, 2023.

19.2 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 2019, 2020, 2021, ~~and 2022~~ and 2023, of the applicable contract year, during the month of such anticipated expenditure.”

3. 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 <http://www.ocgov.com/gov/ceo/cio/govpolicies> <https://cio.ocgov.com/egovernment-policies>.”

4. Subparagraph 12.1 of Exhibit A of the Agreement is hereby amended to read as follows:

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

	FTE ⁽¹⁾	Max. Hourly Rate ⁽²⁾	Position Type	Annual Budget
<u>DIRECT SERVICE POSITIONS</u>				
Program Supervisor	1.00	\$30.00	D	
Truck Driver Lead	1.00	\$15.92	D	
Paraprofessional English/Spanish	0.50	\$16.98	D	
Scheduler English/Spanish	1.00	\$15.92	D	
Assistant Truck Driver English/Spanish	<u>1.00</u>	\$15.45	D	
SUBTOTAL DIRECT SERVICE SALARIES				\$175,484
DIRECT SERVICE BENEFITS (25% TOTAL) ⁽³⁾				<u>\$40,481</u>

TOTAL DIRECT SALARIES AND BENEFITS	\$ 215,965
Services and Supplies ⁽⁴⁾	\$ 13,566
Operating Expenses ⁽⁵⁾	\$75,690
Basic Needs-Goods to Families	\$305,000
Indirect Cost ⁽⁶⁾	\$36,340
In-Kind Match and In-Kind Volunteer Hours ⁽⁷⁾	<u>\$ 64,656</u>
SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES AND OPERATING EXPENSES	\$ 711,217
LESS IN-KIND MATCH	<u>\$(64,656)</u>
TOTAL MAXIMUM ANNUAL COUNTY OBLIGATION	\$ 646,561
TOTAL MAXIMUM COUNTY OBLIGATION FOR FISCAL YEARS 2018-23	\$3,232,805

⁽¹⁾ 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.

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

⁽³⁾ Employee Benefits include contributions to 401K; health insurance; life 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 overall benefit rate shall not exceed 25% of the actual salary expense claimed.

⁽⁴⁾ Services and Supplies include independent audit, office expense, program expense, telephone, mileage (limited to the amount allowed by the IRS), printing and promotions, and travel/education/seminars.

⁽⁵⁾ Operating Expenses include facility lease/rental (Basic Needs Office), Equipment lease/rental, computer maintenance, utilities, insurance, Basic Needs vehicle rental, dues and subscriptions, postage, and Basic Needs warehouse.

⁽⁶⁾ Indirect costs include administrative costs not directly charged to the program, including accounting, payroll, Information Technology, marketing, management, administrative support, volunteer coordinator and Human Resources. Indirect costs shall not exceed 17.82% of actual allowable costs for salaries and employee benefits.

⁽⁷⁾ In-Kind Match includes a minimum of one hundred (100) volunteer hours at \$15.00 per hour (\$1,500) to perform duties similar to the Warehouse Support; the balance of the match includes in-kind support from goods, salaries, benefits, and operating costs.”

5. 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.
6. 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 Three to Agreement dated July 1, 2018, in the County of Orange, California. 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: THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC.

_____	_____
Print Name	Title
_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	_____
Signature	Date



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

Purchasing Agent/Designee Authorized Signature:

_____	_____ <u>Deputy Purchasing Agent</u>
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

_____	_____
Print Name	Title
_____	_____
Signature	Date