

AMENDMENT ONE TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
SENECA FAMILY OF AGENCIES
FOR THE PROVISION OF FAMILY URGENT RESPONSE SYSTEM SERVICES

THIS AMENDMENT ONE, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CJB2221 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 SENECA FAMILY OF AGENCIES, 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.”

WITNESSETH

WHEREAS, on September 1, 2021, COUNTY and CONTRACTOR entered into an Agreement for the provision of Family Urgent Response System (FURS) services, for the term of September 1, 2021, through June 30, 2022;

WHEREAS, COUNTY desires to renew the Agreement for an additional two-year term from July 1, 2022, through June 30, 2024;

WHEREAS, COUNTY desires to amend Paragraph 1 of the Agreement; Subparagraphs 20.1.1, 20.2, and 20.3.4.1 of the Agreement; and Subparagraph 11.1 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 September 1, 2021, 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. ~~This Agreement may be renewed thereafter for a two-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. Subparagraph 20.1.1 of the Agreement is hereby amended to read as follows:

1.1.1 "20.1.1 ~~The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of \$300,000, or actual allowable costs, whichever is less.~~

The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of \$900,000, or actual allowable costs, whichever is less. The estimated annual amount for each period is as follows:

2.1.1.1 \$300,000 for September 1, 2021, through June 30, 2022;

2.1.1.2 \$300,000 for July 1, 2022, through June 30, 2023; and

2.1.1.3 \$300,000 for July 1, 2023, through June 30, 2024.”

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

“20.2 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 June 2022, 2023, and 2024, during the month of such anticipated expenditure.”

4. Subparagraph 20.3.4.1 of the Agreement is hereby amended to read as follows:

“20.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the terms of this Agreement, as stated in Paragraph 1, by no later than August 30 of each corresponding fiscal year. Claims received after August 30th 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.”

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

"11.1 The annual budget for the period of September 1, 2021, to June 30, 2024, for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

STAFFING	FTE ⁽¹⁾	Position Type ⁽²⁾	Maximum Hourly Rate ⁽³⁾	Annual Budget
Executive Director	0.02	A	\$74.69 82.34	
Project/Program Director	0.08	A	\$54.61	
Clinician	0.25	D	\$38.82 42.80	
Clinical Supervisor	0.13	D	\$43.31 47.75	
Peer Parent Partner Bilingual	0.25	D	\$25.83 28.48	
Peer Youth Partner Bilingual	0.25	D	\$27.05 29.82	
Administrator on-Call	0.65	D	\$43.31 47.75	
Senior Administrative Assistant	0.02	A	\$23.10 25.74	
Program Assistant/ Health Specialist	0.10	A	\$25.60 28.22	
Facilities Manager	0.02	A	\$36.00 39.69	
On-Call Supplemental Overtime Pool	0.00	D	\$60.00 90.00	
Staffing Subtotal				<u>\$188,222</u>
EMPLOYEE BENEFITS ⁽⁴⁾ (29%)				\$55,249
TOTAL STAFFING AND EMPLOYEE BENEFITS				\$243,471
SERVICES AND SUPPLIES ⁽⁵⁾				\$24,842
OPERATING EXPENSES ⁽⁶⁾				<u>\$4,414</u>
SUBTOTAL STAFFING, BENEFITS, SERVICES AND				\$272,727

SUPPLIES, AND
OPERATIONG EXPENSES

INDIRECT COSTS ⁽⁷⁾ (15%)	<u>\$27,273</u>
TOTAL ANNUAL MAXIMUM COUNTY OBLIGATION	\$300,000
TOTAL CONTRACT MAXIMUM COUNTY OBLIGATION	\$900,000

- (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) 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.
- (3) Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.
- (4) Employee Benefits include contribution to 401k/403B; health 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 twenty-nine percent (29%) of the actual salary expense claimed.
- (5) Services and Supplies include cost for translation and other relevant services, office expenses, program expenses, telephone, subscriptions and dues, data platforms, staff

training/travel, mileage (limited to the amount allowed by IRS), vehicle costs, equipment, program expenses, and furniture.

⁽⁶⁾ Operating Expenses include facilities/maintenance expense, equipment and utilities.

6. ⁽⁷⁾ Indirect cost includes administrative cost not solely related to direct services to clients, supervision program costs (including management and administrative support, accounting, payroll, information technology, marketing, human resources, etc.) shall be held to no more than fifteen percent (15%) of total gross program costs."

7. 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.

8. 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 Agreement dated July 1, 2022, 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: SENECA FAMILY OF AGENCIES

_____	_____
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:

_____	Deputy Purchasing Agent
Print Name	Title
_____	_____
Signature	Date

COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

_____	Deputy County Counsel
Print Name	Title
_____	_____
Signature	Date