

FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
HEALTHRIGHT 360
FOR THE PROVISION OF MOTHER AND CHILD RESIDENTIAL HOMES SERVICES
AT TUSTIN FAMILY CAMPUS

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CJC0520 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 HEALTHRIGHT 360, 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 Mother and Child Residential Homes Services at Tustin Family Campus (TFC), for the term of July 1, 2020, through June 30, 2021;

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 22.1, 22.2 and 22.4.4.1 of the Agreement;

WHEREAS, COUNTY desires to amend Subparagraph 2.4 and Paragraph 19 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, 2022, unless earlier terminated pursuant to the provisions of Paragraph 43 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.”

2. Subparagraph 22.1 of the Agreement is hereby amended to read as follows:

"22.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall be \$1,863,000, or actual allowable costs, whichever is less."

3. Subparagraph 22.2 of the Agreement is hereby amended to read as follows:

“22.2 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 2021 and June 2022, during the month of such anticipated expenditure.”

4. Subparagraph 22.4.4.1 of the Agreement is hereby amended to read as follows:

“22.4.4.1 CONTRACTOR shall submit a final claim by no later than August 30, 2022. 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 2.4 of Exhibit A of the Agreement is hereby amended to read as follows:

" 2.4 Conduct the initial face-to-face interview at TFC facility, Mother's home, other mutually agreed upon location or video conferencing, within fourteen (14) calendar days of referral."

6. Add the following budget for the period of July 1, 2021, through June 30, 2022, to Paragraph 19 of Exhibit A of the Agreement; and add footnote thirteen (13):

"Budget for the Period of July 1, 2021, through June 30, 2022

LINE ITEMS	Maximum Hourly Rate ⁽¹⁾	FTE's ⁽²⁾	Annual Budget ⁽³⁾
DIRECT SERVICE COSTS			
<u>Direct Service Positions</u>			
Lead Certified Substance Abuse Counselor	23.25	1.00	
Program Supervisor	28.39	1.00	
Certified Substance Abuse Counselor	20.04	3.00	
Life Skills Development Manager	18.48	1.00	
Overnight Counselor	18.50	2.80	
Child/Family Program Therapist	28.63	1.00	
Childcare/Parenting Specialist	18.28	1.00	
Subtotal Direct Service Positions		10.80	<u>468,012</u>
<u>Administrative Positions⁽⁵⁾⁽⁶⁾</u>			
Program Director (per month)	6,977.00	1.00	83,723
Administrative In-Kind Salaries (per month)	15,757.00	0.42	<u>55,800</u>
Subtotal Administrative Positions		1.42	139,523
<u>Benefits</u>			
Benefits ⁽⁴⁾ (30%)			165,520
In Kind Benefits ⁽⁴⁾⁽¹¹⁾ (30%)			<u>16,740</u>
Subtotal Benefits			182,260
TOTAL SALARIES AND BENEFITS			789,795
Services and Supplies ⁽⁷⁾⁽⁸⁾⁽¹³⁾			128,750
Operating Expenses ⁽¹³⁾			<u>21,050</u>
TOTAL SERVICES AND SUPPLIES, AND OPERATING EXPENSES			149,800
TOTAL DIRECT SERVICE COSTS			939,595
<u>Indirect Costs</u>			
Indirect Costs ⁽⁹⁾ (13.2%)			114,451
In-Kind Indirect Costs ⁽⁹⁾⁽¹¹⁾ (13.2%)			<u>9,575</u>

Total Indirect Costs	<u>124,026</u>
GRAND TOTAL	1,063,621
Minus CalFRESH Deduction ⁽¹⁰⁾	(40,000)
Minus In-Kind Administrative Position Salaries and Benefits ⁽¹¹⁾	(72,540)
Minus In-Kind Indirect Costs ⁽¹¹⁾	(9,575)
Minus Foundation Grants and In-Kind Donations ⁽¹¹⁾⁽¹²⁾	<u>(10,006)</u>
TOTAL ACTUAL ALLOWABLE COSTS For 7/1/21-6/30/22	931,500
TOTAL MAXIMUM OBLIGATION FOR THE YEARS 7/1/20-6/30/22	1,863,000

⁽¹³⁾ Services and Supplies cost includes on-call counseling services, office expenses, security, staff development/trainings, program expenses, telephone, mileage and other expenses. Operating Expenses includes vehicle lease/rental, equipment lease/rental, permits/license/vehicle gasoline, maintenance, and insurance.”

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

WHEREFORE, the parties hereto have executed this First Amendment to Agreement dated July 1, 2020 in the County of Orange, California.

By: Vitka Eisen
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 VITKA EISEN
 CHIEF EXECUTIVE OFFICER
 HEALTHRIGHT 360

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

Dated: 3/25/2021 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: Carolyn S. Frost
 DEPUTY

Dated: 03/31/21