



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-20010795
FOR
Families Coordinated Entry System Services**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-20010795 for Families Coordinated Entry System Services is made and entered into on July 1, 2021 (“Effective Date”) between Families Forward (“Contractor”), with a place of business at 8 Thomas, Irvine, CA 92618, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-20010795 for Families Coordinated Entry System Services, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$950,000 (“Contract”); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to increase the Contract’s Period Two Amount Not to Exceed and to amend Exhibit A related to budget and staffing; and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract’s Period Two Amount Not to Exceed is increased by \$50,000 from \$300,000 to \$350,000, for a revised total amount not to exceed \$1,000,000.
2. Referenced Contract Provisions, Maximum Obligation provision, of the Contract is deleted in its entirety and replaced with the following:

Amount Not to Exceed:

Period One Amount Not to Exceed: \$350,000

Period Two Amount Not to Exceed: \$350,000

Period Three Amount Not to Exceed: \$300,000

TOTAL AMOUNT NOT TO EXCEED: \$1,000,000

3. All references to “Maximum Obligation” in the Contract shall be references to “Amount Not To Exceed”.
4. Exhibit A, II. Budget, Paragraph A is deleted in its entirety and replaced as follows:

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR. CONTRACTOR must match all grant funds, except for leasing funds, with no less than 25 percent of the funds or in-kind

contributions from other sources.

<u>PROGRAM COSTS</u>	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
Case Conferencing	\$77,000	\$77,000	\$77,000	\$231,000
Housing Navigation Services	\$77,000	\$77,000	\$77,000	\$231,000
Community Outreach and Education	\$86,000	\$86,000	\$86,000	\$258,000
Program Management	\$87,000	\$87,000	\$37,000	\$211,000
Transportation/Mileage	\$5,000	\$2,500	\$5,000	\$12,500
Supplies	\$10,000	\$12,500	\$10,000	\$32,500
Admin/Data	\$8,000	\$10,500	\$8,000	\$24,000
<u>TOTAL GROSS COST</u>	\$350,000	\$350,000	\$300,000	\$950,000
<u>REVENUE</u>				
Federal Funding – CES Grant	\$300,000	\$300,000	\$300,000	\$900,000
State Funding – HHAP-1 CoC	\$50,000	\$50,000		\$100,000
<u>TOTAL REVENUE</u>	\$350,000	\$350,000	\$300,000	\$1,000,000
<u>TOTAL AMOUNT NOT TO EXCEED</u>	\$350,000	\$350,000	\$300,000	\$1,000,000
<u>CONTRACTOR MATCH (25%)</u>	\$87,500	\$87,500	\$75,000	\$250,000”

5. Exhibit A, III. Payments, Paragraph A is deleted in its entirety and replaced as follows:

“A. COUNTY shall pay CONTRACTOR monthly in arrears, at the provisional amount of \$29,166 per month for Period One and Period Two, and \$25,000 per month for Period Three as specified in the Referenced Contract Provisions of the Contract. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, however, the total of such payments does not exceed COUNTY’s Total Amount Not to Exceed as specified in the Referenced Contract provisions of the Contract and, provided further, CONTRACTOR’s costs are reimbursable pursuant to County, State and/or Federal regulations.

1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.
2. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR’s and the year-to data actual cost incurred by CONTRACTOR.
3. If, at any time, CONTRACTOR’s Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.”

6. Exhibit A, VI. Staffing, Paragraph B is deleted in its entirety and replaced as follows:

“B. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalent (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours per week.

Title	Period One FTEs	Period Two FTEs	Period Three FTEs
Executive Director	.70	.70	.30
Programs Manager	1.00	.80	.80
Family System Specialist	3.00	3.00	3.00
TOTAL FTEs	4.70	4.50	4.10

This Amendment No. 1 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. 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: Families Forward

Madelynn Hirneise

Print Name
DocuSigned by:
Madelynn Hirneise

Signature
E15EAF175F57440...

CEO

Title
4/21/2021

Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Signature

Title

Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Brittany McLean

Print Name
DocuSigned by:
Brittany McLean

Signature
9713A4061D4343D...

Deputy County Counsel

Title
4/21/2021

Date