

AMENDMENT ONE TO AGREEMENT
 BETWEEN
 COUNTY OF ORANGE
 AND
 INSTITUTE FOR HEALTHCARE ADVANCEMENT
 FOR THE PROVISION OF FAMILY RESOURCE CENTER SERVICES

THIS AMENDMENT ONE, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number FMK1220 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 Institute for Healthcare Advancement, a California non-profit corporation, hereinafter referred to as “LA HABRA FAMILY RESOURCE CENTER” or “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 Family Resource Center Services, for the term of July 1, 2020, through June 30, 2023;

WHEREAS on August 1, 2020, COUNTY and CONTRACTOR modified the Agreement to add Network Security and Privacy Liability Insurance;

WHEREAS, COUNTY desires to increase funding for the provision of additional Family Resource Center Services to clients;

WHEREAS, COUNTY desires to amend Subparagraph 21.1 of the Agreement; and amend Subparagraphs 4.15, 5.8, 6.4, 8.6, 14.1, 14.4, and 15.4 of Exhibit A of the Agreement;

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

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1. Subparagraph 21.1 of the Agreement is hereby amended to read as follows:

21.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$1,070,800, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

21.1.1 Year One: \$350,000 for July 1, 2020, through June 30, 2021;

21.1.2 Year Two: \$350,000 for July 1, 2021, through June 30, 2022; and

21.1.3 Year Three: \$370,800 for July 1, 2022, through June 30, 2023.

2. Subparagraph 4.15 of Exhibit A of the Agreement is hereby amended to read as follows:

4.15 Services shall be provided in-person or virtually, based on PARTICIPANT's needs, at the FRC, in-home, and/or in satellite sites such as schools and other community locations as mutually agreed upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required for all Clinical Supervision, Family Support Services, Counseling, and Case Management Team services.

3. Subparagraph 5.8 of Exhibit A of the Agreement is hereby amended to read as follows:

5.8 Emergency Assistance

5.8.1 The objective of Emergency Assistance (EA) services is to help stabilize FAMILIES in crisis due to the inability to meet their basic needs.

5.8.2 CONTRACTOR shall provide EA services for a minimum of sixty (60) FAMILIES annually.

5.8.3 EA services shall include an assessment of emergency needs and promote family self-sufficiency. The assessment shall be completed by qualified FRC staff and include recommendation(s) to meet the emergency needs of the PARTICIPANTS and a plan on how to circumvent the circumstances that lead to the crisis. Recommendations for use of EA funds shall be in accordance with Subparagraph 6.4 of Exhibit A.

5.8.4 CONTRACTOR shall provide EA services primarily at the FRC and other

community locations, as needed. Services shall be offered during FRC hours of operation or at dates and times convenient for the PARTICIPANT. CONTRACTOR shall provide EA services continuously throughout the term of this Agreement.

4. Subparagraph 6.4 of Exhibit A of the Agreement is hereby amended to read as follows:

6.4 CONTRACTOR shall use EA funds to meet the basic needs of PARTICIPANTS in support of services as described herein. Allowable costs include emergency food, emergency clothing, diapers, medicine, hygiene items, transportation payment assistance to access services, safety items, housing payment assistance, and utility payment assistance, or other allowable costs, as approved in advance by ADMINISTRATOR. All purchases from EA funds in excess of two hundred (\$200) dollars per FAMILY must be requested in advance and in writing for approval by ADMINISTRATOR. Housing payment assistance and utility payment assistance in excess of five hundred (\$500) dollars per FAMILY shall be provided no more than one (1) time per fiscal year for each FAMILY, or as approved in advance and in writing by ADMINISTRATOR. CONTRACTOR shall research available community resource options prior to utilizing EA Funds.

5. Subparagraph 8.6 of Exhibit A of the Agreement is hereby amended to read as follows:

8.6 In addition to the FaCT Registration form and/or FaCT Large Group Tracking form, the following assessment tool(s) required for each core service include:

Core Service	Required Assessment Tool(s)
CMT	CMT Tracking & Outcomes Log
Emergency Assistance	Emergency Assistance Assessment
Information & Referral Services	Information & Referral Tracking Log
Family Support Services	Family Development Matrix
Counseling Services	Protective Factors Counseling Survey
Parenting Education	Protective Factors Parenting Survey
Personal Empowerment Program	PEP Pre/Post Test

6. Subparagraph 14.1 of Exhibit A of the Agreement is hereby amended to read as follows:

14.1 For the three (3) COUNTY fiscal years (July 1 through June 30) included during the term of this Agreement, the maximum budget for services provided pursuant to Exhibit A of this Agreement shall not exceed \$1,070,800.

7. Subparagraph 14.4 of Exhibit A of the Agreement is hereby amended to read as follows:

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

<u>FRC Services</u>	YEAR ONE	YEAR TWO	YEAR THREE
Direct Service Costs ⁽¹⁾	\$ 345,000	\$ 345,000	\$ 365,800
Indirect Costs ⁽²⁾	\$ 5,000	\$ 5,000	\$ 5,000
Total FRC Services Expense:	\$ 350,000	\$ 350,000	\$ 370,800

⁽¹⁾ Direct Service Costs are costs that are incurred and specifically allocable to the provision of services identified in this Agreement. Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; 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.

⁽²⁾ Indirect Costs are costs that are incurred for an organization's common objectives and that cannot be readily identified with a particular final cost objective.

8. Subparagraph 15.4 of Exhibit A of the Agreement is hereby amended to read as follows:

15.4 Counselor (LHA)

15.4.1 Duties: The counselor shall: provide therapy, including assessment, treatment planning, termination, and documentation; communicate applicable case related information to SSA staff, as requested; and complete FaCT designated measurement tools and enter all required data into the FaCT database.

15.4.2 Qualifications: Licensed clinician registered with the State of California

Department of Consumer Affairs, Board of Behavioral Sciences (BBS); or graduate behavioral science degree intern. All associates and interns must be receiving direct clinical supervision in accordance with BBS requirements. It is the responsibility of the licensed clinical supervisor to ensure that the extent, kind, and quality of clinical services performed is consistent with the training and experience of the associate and/or intern. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

9. 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.
10. All other terms and conditions of the Agreement, including those terms and conditions as modified on August 1, 2020, shall remain the same and in full force and in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment One to Agreement 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: INSTITUTE FOR HEALTHCARE ADVANCEMENT

Michael Villaire

President/CEO

Print Name

Title

DocuSigned by:
Michael Villaire
9850AA5AE04B4CA...

5/4/2022 | 5:33:02 PM PDT

Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Deputy Purchasing Agent
Title

Signature

Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost

Deputy County Counsel

Print Name

Title

DocuSigned by:
Carolyn S. Frost
D3AB98D76D0B425...

5/12/2022 | 9:15:29 AM PDT

Signature

Date