

FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
OLIVE CREST
FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY DIRECT SERVICES

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number WCB0418 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 OLIVE CREST, 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 Wraparound Orange County Direct Services, for the term of July 1, 2018, 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 Paragraphs 1, 6, 13, 14, 19, and 40, and add Paragraph 45 to the Agreement;

WHEREAS, COUNTY desires to amend Subparagraphs 1.1.3, 1.1.4, 18.6.32, and 18.6.33, and Paragraph 17, and add Subparagraphs 1.1.5 and 18.6.34 to Exhibit A of the Agreement;

WHEREAS, COUNTY desires to add Subparagraphs 1.92 and 1.93 to Exhibit B of the Agreement; and

WHEREAS, CONTRACTOR agrees to such renewal 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, 2018, and terminate on June 30, 2022, 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 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. Paragraph 6 of the Agreement is hereby amended to read as follows:

“6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

6.1.1 In the performance of this Agreement, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Agreement requiring COUNTY approval.

6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Agreement.

6.2 Change of Ownership

6.2.1 CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required, under the terms of sale or other instruments of transfer, to

assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY."

3. Paragraph 13 of the Agreement is hereby amended to read as follows:

“13. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

13.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Agreement. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

13.2 Any accident or incident relating to services performed under this Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

13.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement.

13.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

13.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Agreement.

13.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written agreement, regardless of service location or jurisdiction.”

4. Paragraph 14 of the Agreement is hereby amended to read as follows:

“14. CONFLICT OF INTEREST

14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. The CONTRACTOR's efforts shall include, but

not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

14.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.”

5. Paragraph 19 of the Agreement is hereby amended to read as follows:

“19. PAYMENTS

19.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Amendment shall not exceed the amount of \$13,000,000, or actual allowable costs, whichever is less.

The estimated annual amount for each twelve (12) month period is as follows:

19.1.1 \$3,250,000 for July 1, 2018 through June 30, 2019;

19.1.2 \$3,250,000 for July 1, 2019 through June 30, 2020;

19.1.3 \$3,250,000 for July 1, 2020 through June 30, 2021; and

19.1.4 \$3,250,000 for July 1, 2021 through June 30, 2022.

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, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2019, 2020, 2021, and 2022, during the month of such anticipated expenditure.

19.3 Claims

19.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the fifteenth (15th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 19.3.4. In the event the fifteenth (15th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

19.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 25 of this Agreement.

19.3.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

19.3.4 Year-End and Final Claims

19.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as amended in Paragraph 1 above, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the

final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

19.3.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.”

6. Paragraph 40 of the Agreement is hereby amended to read as follows:

“40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 40.1.1 – 40.1.1.4.

40.1.1 The undersigned certifies to the best of his or her knowledge and belief that:

40.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

40.1.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

40.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative agreements) and that subrecipients shall certify and disclose accordingly.

40.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

7. Paragraph 45 is hereby added to the Agreement to read as follows:

“45. SERVICES DURING EMERGENCY AND/OR DISASTER

45.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate

action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

- 45.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalent (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.
- 45.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.”
8. Subparagraphs 1.1.3 and 1.1.4 are hereby amended, and Subparagraph 1.1.5 is hereby added to Exhibit A of the Agreement to read as follows:
- “1.1.3 Have an approved or potential place to reside in the community with a parent/guardian, relative caregiver, non-related extended family member (NREFM) or Resource parent (formerly foster parent) who has agreed to participate in Wrap OC;

1.1.4 In placement or at risk of placement in a congregate care setting, including Group Home (RCL 10-16), STRTPs, or Juvenile Detention Facilities. These congregate care settings focus on care for Participants who exhibit significant emotional/behavioral disturbance and who require a highly-structured environment and/or specialized treatment, and/or exhibit one or more behaviors, such as, but not limited to, the following:

1.1.4.1 Exhibit the following behaviors, frequent running away, gang involvement, tagging, property destruction, self-harming, possession of deadly weapon(s), adjudicated sex offenders, possession of alcohol and/or drugs for use or sale, juvenile perpetrator, substance abuse disorder, fire-starter, sexualized behavior, sexual exploitation, multiple placements, minor criminal behavior, oppositional/defiant behavior, aggression, assaultive toward others, educational deficiencies, habitual school truancy and/or other school-related behavior problems, post-traumatic stress, behaviors beyond control of parent(s) or primary caregiver(s), recognized mild developmental disorder, significant mental health disorders, one or more hospitalizations in a mental health facility, and/or Participants who may have previously received other intensified services. In addition, Participants may have been raised in families with multi-generational criminal justice involvement, social services involvement, and/or mental health disorders; and/or

1.1.5 Referred by the County of Orange Health Care Agency (HCA) and/or the Multi-Disciplinary Consultation Team (MDCT) due to having mental and/or behavioral health needs that may result in placement outside the home if Wraparound is not involved.”

9. Paragraph 17 of Exhibit A of the Agreement is hereby amended to read as follows:

“17. BUDGET

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

<u>STAFFING</u>	<u>FTE</u> ⁽¹⁾	<u>Position Type</u> ⁽²⁾	<u>Maximum Hourly Rate</u> ⁽³⁾	<u>Annual Budget</u>
Wraparound Supervisor ⁽⁴⁾	4.0	D	34.00	
Care Coordinator ⁽⁴⁾	12.0	D	25.00	
Parent Partner ⁽⁴⁾	12.0	D	21.00	
Youth Partner ⁽⁴⁾	12.0	D	21.00	
Mental Health Clinician ⁽⁴⁾	4.0	D	30.00	
Program Director	1.0	A	45.00	
Quality Assurance Coordinator	1.0	A	21.00	
Quality Assurance Assistant	0.5	A	20.00	
Additional Administrative positions ⁽⁵⁾	0.7	A	82.00	
TOTAL SALARIES				\$2,034,700
BENEFITS⁽⁶⁾				<u>377,400</u>
TOTAL SALARIES AND BENEFITS				\$2,412,100
SERVICES, SUPPLIES AND OPERATING EXPENSES⁽⁷⁾				\$ 276,000
INDIRECT COSTS⁽⁸⁾ (14%)				<u>\$ 236,900</u>
TOTAL SALARIES, BENEFITS, SERVICES, SUPPLIES, OPERATING EXPENSES, AND INDIRECT COSTS				\$2,925,000
WRAPAROUND FLEX FUNDS⁽⁹⁾				<u>\$ 325,000</u>
TOTAL ANNUAL BUDGET				\$3,250,000

- (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) A minimum of fifty percent (50%) of Direct service positions shall be filled with bilingual staff.
- (5) Additional Administrative Positions include Executive Director, Executive Assistant, Intensive Services Director, HR Director, HR Recruiter, HR Coordinator, and Community

- Involvement, each at one tenth (.10) FTE.
- (6) Employee Benefits include contributions to 401(k) 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. The overall benefit rate shall not exceed eighteen and a half percent (18.5%) of the actual salary expense claimed.
- (7) Services and Supplies include costs for dues, subscriptions, licenses, equipment, office expenses, program expenses, telephone, training/travel, mileage as limited to the amount allowed by IRS, and furniture. Operating Expenses include costs for facilities/maintenance, utilities, and insurance.
- (8) Indirect costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fourteen percent (14%) of total gross program costs.
- (9) Flex Fund line item may be changed, deleted, or otherwise modified only by ADMINISTRATOR. Flex Funds are not available for use by CONTRACTOR in providing program services without prior written approval by ADMINISTRATOR.”
10. Subparagraphs 18.6.32 and 18.6.33 are hereby amended, and Subparagraph 18.6.34 is hereby added to Exhibit A of the Agreement to read as follows:
- “18.6.32 Experience supporting youth in their personal development through regular interactions, leading to a supportive and trusting relationship;
- 18.6.33 Possess a valid California Driver's License and proof of automobile insurance; and
- 18.6.34 Experience as a foster youth involved with the Child Welfare System and/or as a youth who successfully completed the terms of their Probation, and/or as a youth involved with the Mental Health System is preferred and highly desirable.”

WHEREFORE, the parties hereto have executed this First Amendment to Agreement dated March 27, 2018, in the County of Orange, California.

By: *Donald A. Verleur*
DONALD A. VERLEUR
CHIEF EXECUTIVE OFFICER
OLIVE CREST

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

Dated: *12/3/2020* 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: *12/11/20*