

FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
OLIVE CREST.
FOR THE PROVISION OF CHILD ABUSE PREVENTION
AND INTERVENTION SERVICES

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CPY0318 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 In-Home Coaching Services and Monitored and Supervised Visitation with Transportation Services for child abuse prevention and intervention 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 Paragraph 1, Subparagraph 6.1, Subparagraph 8.3.3, Subparagraph 8.4.2.3, Subparagraph 19.1, and Paragraph 42 of the Agreement;

WHEREAS, COUNTY desires to add Subparagraph 7.3, Subparagraphs 13.5 and 13.6, and Paragraph 47 to the Agreement;

WHEREAS, COUNTY desire to add Subparagraph 2.5.4, and amend Subparagraph 4.3 and Subparagraph 11.1 of Exhibit A of the Agreement;

WHEREAS, COUNTY desire to add Subparagraph 2.1.4 and amend Subparagraph 5.11,

and Subparagraph 12.1 of Exhibit B of the Agreement;

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

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code Sections 16501, 18961, and 18967; 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 July 1, 2018, and terminate on June 30, ~~2021~~2022, unless earlier terminated pursuant to the provisions of Paragraph 44 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. Subparagraph 6.1 of the Agreement is hereby amended to read as follows:

“6.1 Delegation and Assignment/Change of Ownership

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.

6.1.3 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. Subparagraph 7.3 is hereby added to the Agreement to read as follows:

"7.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY."

4. Subparagraph 8.3.3 of the Agreement is hereby amended to read as follows:

"8.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of ~~Social Services~~Fair Employment

~~Public Inquiry and Response Bureau~~

~~P.O. Box 944243, M.S. 8 4 23~~

~~Sacramento~~2218 Kausen Drive, Suite 100

Elk Grove, CA 9581495758

Telephone:- (800) ~~952-5253~~884-1684

— _____ (800) ~~952-8349 (For the hard of hearing~~700-2320 (TTY)"

5. Subparagraph 8.4.2.3 of the Agreement is hereby amended to read as follows

“8.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. ~~158-16~~-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office of Civil Rights

U.S. Department of Health and Human Services

~~Office of Civil Rights~~

~~50 U.N. Plaza, Room 322~~

~~90 7th Street, Suite 4-100~~

~~San Francisco, CA ~~94102~~94103~~

~~Customer Response Center: (800) 368-1019”~~

6. Subparagraphs 13.5 and 13.6 are hereby added to the Agreement to read as follows:

“13.5 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.
- 13.6 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.”

7. Subparagraph 19.1 of the Agreement is hereby amended to read as follows:

“19.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of \$5,027,552, or actual allowable costs, whichever is less. The annual amount for each twelve (12) month period is as follows:

19.1.1 \$658,000 for July 1, 2018 through June 30, 2019;

19.1.2 \$658,000 for July 1, 2019 through June 30, 2020; ~~and~~

19.1.3 \$658,000 for July 1, 2020 through June 30, 2021; ~~and~~

19.1.4 \$658,000 for July 1, 2021 through June 30, 2022.

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

8. Paragraph 42 of the Agreement is hereby amended to read as follows:

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

42.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to ~~Title 31 USC~~ Section 1352 ~~and the guidelines with respect to those provisions set down by the Office of Management and Budget and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332,~~ [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 ~~cites~~[includes](#) the ~~following~~[text below in Subparagraphs 42.1.1 – 42.1.1.4:](#)

~~42.1.1 The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph 42.1.2 of this certification.~~

[42.1.1 The undersigned certifies to the best of his or her knowledge and belief that:](#)

42.1.1.1 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.

42.1.1.2 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.

42.1.1.3 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.

42.1.1.4 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.”

9. Paragraph 47 is hereby added to the Agreement to read as follows:

“47. SERVICES DURING EMERGENCY AND/OR DISASTER

47.1 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.

47.2 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 Equivalents (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.

47.3 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, except as needed for the direct delivery of services to maintain the safety and well-being of the clients and personnel who have direct interaction with clients. These costs may include, but are not limited to: Personal Protective Equipment or other services and supplies necessary to conduct business during an emergency and/or disaster.”

10. Subparagraph 2.1.4 is hereby added to Exhibit A of the Agreement to read as follows:

“2.1.4 Year Four (4) – 13,660 hours”

11. Subparagraph 3.1 of Exhibit A of the Agreement is hereby amended to read as follows:

“3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide monitored and transportation services Monday through Friday, from 1:00 p.m. to 8:00 p.m. and Saturday from 9:00 a.m. to 5:00 p.m.

CONTRACTOR shall provide supervised visitations on Monday, Tuesday, Wednesday, and Friday from 1:00 p.m. to 8:00 p.m., Thursday from 2:00 p.m. to 8:00 p.m. and Saturday 9:00 a.m. to 5:00 p.m. CONTRACTOR shall provide supervised visitation on weekday mornings and Sunday, if needed, to accommodate CLIENTS'/VISITORS' scheduling needs.”

12. Subparagraph 5.10 of Exhibit A of the Agreement is hereby amended to read as follows:

“5.10 INTENTIONALLY OMITTED”

13. Subparagraph 5.11 of Exhibit B is hereby amended to read as follows:

“5.11 No Show Policy

CONTRACTOR shall comply with SSA’s no show policy which requires the following actions:

~~5.15. Subparagraph 15.11.1~~— Unless the ~~CLIENT~~/VISITOR calls the CONTRACTOR— at least twenty-fours (24) hours in advance of a scheduled appointment to reschedule a time within seven (7) calendar days, the VISITOR(~~S~~) is considered a no show.— and CONTRACTOR must notify the assigned SSW of the missed appointment (no show), by telephone, immediately, no later than twenty-four (24) hours.

5.11.2— Based on personnel availability, CONTRACTOR shall ~~notify~~ accommodate a VISITOR’s request to reschedule a visit within the assigned SSW of the missed appointment (same week in order to avoid a no show), by telephone, not later than within twenty-four (24) hours.—

5.11.3—4 CONTRACTOR shall document the missed appointment (no show) by sending a written no show letter to the VISITOR. If the VISITOR’s primary language is other than English, CONTRACTOR shall also send a copy of the English language version of the letter to the SSW. A copy of every no show letter, in both languages, shall also be filed in the CLIENT’s case file.

~~5.11.34.1~~— CONTRACTOR shall suspend servicesnotify the SSW and RDM by

telephone within twenty-four (24) hours if the VISITOR(S) accumulates three (3) ~~no shows.~~

~~5.11.3.2 The SSW worker may reinstate the VISITOR(S) to receive services within ten (10) business days of receipt of the third no show letter. A VISITOR may be reinstated only once during the service period; however, exceptions may be made by the SSW to reinstate the VISITOR a second time, after an additional three (3) no shows for a VISITOR with a court ordered case plan. In such cases, CONTRACTOR shall schedule the reinstated parent in the next available service slot.~~

~~5.11.3.3 In the event a VISITOR accumulates more than six (6) no shows in a six (6) month period, the referral will be suspended until the Senior Social Services Supervisor (SSSS) approves the VISITOR to be reinstated for services.~~

~~5.11.3.4 In the event a VISITOR accumulates more than nine (9) no shows, in a six (6) month period, the Program Manager of the SSW must approve any further reinstatements.~~

~~5.11.3.5 Should there be no contact of any kind, with a visitor for three (3) consecutive weeks, the referral will be placed on hold and the CONTRACTOR will notify the SSW and RDM no shows that the referral has been suspended and will be closed. in ten (10) business days from notification unless a reinstatement is authorized."~~

15. ~~5.11.3.6 Based on staff availability, CONTRACTOR shall accommodate a VISITOR's request to reschedule a visit within the same week in order to avoid a no show~~²Subparagraph

11.8 is hereby added to Exhibit A of the Agreement to read as follows:

"11.8 The annual budget for services provided from July 1, 2021, through June 30, 2022, pursuant to Exhibit A of this Agreement is set forth as follows:

<u>SALARIES</u>	<u>FTE</u> ⁽¹⁾	<u>Position Type</u> ⁽²⁾	<u>Max Hourly Rate</u> ⁽³⁾	<u>Annual Budget</u>
Monitored and Supervised Visitation Specialist	1.00	D	\$17.48	
Transportation Specialist	1.00	D	\$16.39	
Program Supervisor	1.00	D	\$25.13	

Monitored and Supervised Visitation Specialist English/Spanish	5.00	D	\$18.58	
Transportation Specialist English/Spanish	1.00	D	\$17.48	
Scheduler/Program Coordinator English/Spanish	1.00	D	\$21.31	
Program Director	0.075	A	\$47.99	
Regional Programs Director	0.075	A	\$47.99	
Executive Director	0.05	A	\$82.75	
Administrative Assistant	0.50	A	\$16.39	
TOTAL SALARIES				\$407,000
BENEFITS⁽⁴⁾ (18%)				\$60,000
TOTAL SALARIES AND BENEFITS				\$467,000
Services and Supplies⁽⁵⁾				\$75,000
Operating Expenses⁽⁶⁾				\$56,000
Indirect Costs⁽⁷⁾				\$60,000
In-Kind Donations/Services⁽⁸⁾				\$65,800
TOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, OPERATING EXPENSES, INDIRECT COSTS AND IN-KIND DONATIONS/SERVICES				\$723,800
Less Match⁽⁸⁾ (at least 10% TOTAL)				\$(65,800)
TOTAL MAXIMUM COUNTY OBLIGATION FOR FY 2021-22				\$658,000
TOTAL CONTRACT MAXIMUM COUNTY FUNDING OBLIGATION				\$2,632,000

- (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 personnel who are integral to service delivery and may include personnel who provide direct face to-face service to clients and/or personnel who supervise/manage direct service personnel. Administrative positions include personnel 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 contributions to 401K or retirement plans; 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 earned during the fiscal year in which such expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed eighteen percent (18%) of the actual salary expense claimed.
- (5) Services and Supplies include cost for equipment, office expenses, program expenses, telephone, training/travel, mileage (limited to the amount allowed by IRS), vehicle costs, and furniture.
- (6) Operating Expenses include facilities/maintenance expense, utilities, and insurance.
- (7) Indirect costs include administrative costs not directly charged to the program, including accounting, payroll, Information Technology, marketing, management, administrative support, and Human Resources.
- (8) The match includes in-kind donations to meet a need directly relevant to monitored and supervised visitation with transportation services. In-kind donations provided to meet other needs are not allowable under this budget line item.

16. 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.

17. 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, 2018, in the County of Orange, California.

By: _____ By: _____
DONALD VERLEUR CHAIRMAN
CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS
OLIVE CREST COUNTY OF ORANGE, CALIFORNIA

Dated: _____ 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: _____
DEPUTY

Dated: _____

|