

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 CMK0418 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 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 Paragraphs 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, Subparagraph 13.5, Subparagraph 13.6 and Paragraph 47 to the Agreement;

WHEREAS, COUNTY desires to amend Subparagraphs 3.1, 5.10, 5.13, and 9.1 and add Subparagraphs 2.1.4 and 11.8 of Exhibit A of the Agreement;

WHEREAS, CONTRACTOR agrees to such renewal and to continue to provide such services under the terms and conditions set forth in this Agreement; 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, 2022, unless earlier terminated pursuant to the provisions of Paragraph 44 of this Agreement; provided, 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 Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 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. 8-16-70
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

90 7th Street, Suite 4-100

San Francisco, CA 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 Amendment shall be \$2,632,000, 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;

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, 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.”

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

“42. CERTIFICATION 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 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 44.1.1 – 42.1.1.4.

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 Equivalent (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 5.13 of Exhibit A of the Agreement is hereby amended to read as follows:

“5.13 No Show Policy

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

5.13.1 Unless the 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 is considered a no show and

5.13.2 Based on personnel availability, CONTRACTOR shall accommodate a VISITOR's request to reschedule a visit within the same week in order to avoid a no show.

5.13.3 CONTRACTOR must notify the assigned SSW of the missed appointment (no show), by telephone, immediately, no later than twenty-four (24) hours.

5.13.4 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.

5.13.3.1 CONTRACTOR shall notify the SSW and RDM by telephone within twenty-four (24) hours if the VISITOR(S) accumulates three (3) consecutive no shows that the referral has been suspended and will be closed in ten (10) business days from notification unless a reinstatement is authorized.”

14. Subparagraph 9.1 of Exhibit A of the Agreement is hereby amended to read as follows:

“9.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to review and evaluate a random selection of CLIENT's case records. The review may include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. CLIENT cases to be reviewed shall

be randomly selected by ADMINISTRATOR and may include both open and closed cases.”

15. Subparagraph 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,				\$723,800

OPERATING EXPENSES,
INDIRECT COSTS AND IN-KIND
DONATIONS/SERVICES

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.”

WHEREFORE, the parties hereto have executed this First Amendment to Agreement dated July 1, 2018, in the County of Orange, California.

By: 
DONALD A. VERLEUR
CHIEF EXECUTIVE OFFICER
OLIVE CREST

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

Dated: 4/20/21

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: _____

WHEREFORE, the parties hereto have executed this First Amendment to Agreement dated July 1, 2018, in the County of Orange, California.

By: _____
DONALD A. VERLEUR
CHIEF EXECUTIVE OFFICER
OLIVE CREST

By: _____
CHAIRMAN
OF THE BOARD OF SUPERVISORS
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: Carolyn S. Frost
DEPUTY

Dated: 04/13/21