

1 FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF
 2 SCHOOL READINESS SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.
 7 DBA CHILD ABUSE PREVENTION CENTER, INC.
 8 JULY 1, 2017 THROUGH SEPTEMBER 30, 2018
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10 THIS FIRST AMENDMENT TO AGREEMENT entered into this 1st day of July 2018 (effective
 11 date), which date is enumerated for purposed of reference only, is by and between the COUNTY OF
 12 ORANGE (COUNTY), a political subdivision of State of California (COUNTY) and ORANGE
 13 COUNTY CHILD ABUSE PREVENTION CENTER, INC. DBA CHILD ABUSE PREVENTION
 14 CENTER, INC., a California for profit corporation (CONTRACTOR). COUNTY and CONTRACTOR
 15 may sometimes be referred to herein individually as "Party" or collectively as "Parties." This First
 16 Amendment, and the original Agreement, shall continue to be administered by the County of Orange
 17 Health Care Agency (ADMINISTRATOR).
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19 **W I T N E S S E T H:**

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 21 WHEREAS, on May 23, 2017, the COUNTY authorized an Agreement with CONTRACTOR for
 22 the provision of School Readiness Services for the period of July 1, 2017 through June 30, 2018, in the
 23 amount of \$602,561.
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25 WHEREAS, on May 23, 2017, the Board of Supervisors authorized ADMINISTRATOR to increase
 26 the Agreement Maximum Obligation by an amount not to exceed 10% of funding for the Agreement;
 27 and
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29 WHEREAS, COUNTY desires to extend the provision of School Readiness services for an
 30 additional three month period, from July 1, 2018 through September 30, 2018; with additional funding
 31 of \$150,640 for the extension period, for a revised contract term of July 1, 2017 through September 30,
 32 2018 and a revised maximum obligation of \$753,201; and
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34 WHEREAS, CONTRACTOR desires to accept the additional terms and agrees to provide increased
 35 or additional services pursuant to the terms and conditions of the original Agreement and scope of work;

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1 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
2 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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4 1. Page 4, lines 3 through 27 of the Agreement is amended to read as follows:

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6 “**Term:** July 1, 2017 through September 30, 2018
7 Period One means the period from July 1, 2017 through June 30, 2018
8 Period Two means the period from July 1, 2018 through September 30, 2018

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10 **Maximum Obligation:**

11	Period One Maximum Obligation:	\$ 602,561
12	Period Two Maximum Obligation:	<u>150,640</u>
13	TOTAL MAXIMUM OBLIGATION:	\$ 753,201

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15 **Basis for Reimbursement:** Actual Cost

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17 **Payment Method:** Monthly in Arrears

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19 **CONTRACTOR DUNS Number:** 80-469-7696

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21 **CONTRACTOR TAX ID Number:** 33-0013237

22
23 **Notices to COUNTY and CONTRACTOR:**

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25 **COUNTY:** County of Orange
26 Health Care Agency
27 Contract Services
28 405 West 5th Street, Suite 600
29 Santa Ana, CA 92701-4637

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31 **CONTRACTOR:** Orange County Child Abuse Prevention Center, Inc.
32 2390 E. Orangewood Ave., Suite 300
33 Anaheim, CA 92806
34 Adrienne Lamar-Snider, Executive Director of Operations
35 EMAIL: ALamarSnider@brightfutures4kids.org”

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2. Page 11, lines 6 through 18 of the Agreement is amended to read as follows:

“A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.”

3. Page 23, lines 30 through 34 of the Agreement is amended to read as follows:

“A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for each period, are specified in the Referenced Contract Provisions of this Agreement, except as allowed for in Subparagraph B. below.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of the Period One funding for this Agreement.”

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4. Subparagraph II. A, of Exhibit A to the Agreement is amended to read as follows:

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement 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.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
ADMINISTRATIVE COST			
Salaries	\$ 66,133	\$ 16,533	\$ 82,666
Benefits	6,607	1,652	8,259
Services and Supplies	<u>2,500</u>	<u>625</u>	<u>3,125</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 75,240	\$ 18,810	\$ 94,050
PROGRAM COST			
Salaries	\$ 354,205	\$ 82,432	\$ 436,637
Benefits	62,502	16,506	79,008
Services and Supplies	<u>110,614</u>	<u>32,892</u>	<u>143,506</u>
SUBTOTAL PROGRAM COST	\$ 527,321	\$ 131,830	\$ 659,151
TOTAL GROSS COST	\$ 602,561	\$ 150,640	\$ 753,201
REVENUE			
MHSA	<u>\$ 602,561</u>	<u>\$ 150,640</u>	<u>\$ 753,201</u>
TOTAL REVENUE	\$ 602,561	\$ 150,640	\$ 753,201
TOTAL MAXIMUM OBLIGATION	\$ 602,561	\$ 150,640	\$ 753,201"

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5. Subparagraph V. C, of Exhibit A to the Agreement is amended to read as follows:

“A. UNITS OF SERVICES

1. CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:

Units of Service	Period One Contracted Units	Period Two Contracted Units
Intake Screenings Completed	440	110
In Home/Field Case Management	1,650	412
In Home/Field Parenting Sessions Completed	1,600	400
Referrals	550	137
Linkages	165	41
Successful Completions/Discharges	320	80
Total Number of Children enrolled (Unduplicated)	440	110
Total Number of Parents/Guardians Participating (Unduplicated)	662	165”

In all other respects, the terms of the underlying Agreement not specifically changed by this First Amendment shall remain in full force and are incorporated by reference herein.

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1 IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement, in the
2 County of Orange, State of California.

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4 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC. DBA CHILD ABUSE
5 PREVENTION CENTER, INC.

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7 DocuSigned by:
8 BY: Adrienne Lamar-Snyder DATED: 5/1/2018
9 D880D012F7CD433...

10 TITLE: Executive Director--Operations

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15 COUNTY OF ORANGE

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18 BY: _____ DATED: _____
19 HEALTH CARE AGENCY

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24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA

27
28 DocuSigned by:
29 BY: Eric Divine DATED: 5/1/2018
30 C4E3886C1E6D4FD...

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35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR