

1 SECOND AMENDMENT TO AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND
5 OLIVE CREST
6 AND
7 CHILD GUIDANCE CENTER, INC.
8 FOR THE PROVISION OF
9 COMPREHENSIVE TREATMENT SERVICES TO
10 CHILD VICTIMS OF ABUSE AND VIOLENCE
11

12 THIS SECOND AMENDMENT, entered into this 1st day of October, 2019, which date is
13 particularized for purpose of reference only, is to that certain AGREEMENT Number FRB1715
14 between the parties hereto, dated September 11, 2015, hereinafter referred to as the "Agreement"
15 and is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and
16 Olive Crest, a California non-profit corporation, and Child Guidance Center, Inc., a California non-
17 profit corporation, hereinafter collectively referred to as "CONTRACTOR." Olive Crest and Child
18 Guidance Center, Inc., may each also be referred to individually as "Contractor Partner Agency" or
19 collectively as "Contractor Partner Agencies."
20

21 W I T N E S S E T H:
22

23 WHEREAS, COUNTY desires to modify the Agreement to extend the term of the
24 Agreement through December 31, 2020, and increase the maximum obligation from \$1,857,577
25 to \$1,928,727; and

26 WHEREAS, CONTRACTOR agrees to such modification and to provide such services
27 under the terms and conditions set forth in the Agreement, as modified herein;
28

NOW, THEREFORE, IT IS MUTUALLY 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 November 10, 2015, and terminate on December 31, 2020, unless earlier terminated pursuant to the provisions of Paragraph 43 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.

2. Subparagraph 20.1 of the Agreement is hereby amended to read as follows:

“20.1 Maximum Contractual Obligation:

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$1,928,727: the amount of \$355,750 for October 1, 2015 through September 30, 2016; the amount of \$434,577 for October 1, 2016 through September 30, 2017; the amount of \$355,750 for October 1, 2017 through September 30, 2018; the amount of \$355,750 for October 1, 2018 through September 30, 2019; and the amount of \$426,900 for October 1, 2019 through December 31, 2020, or actual allowable costs, whichever is less.

3. Paragraph 12 of Exhibit A of the Agreement is hereby amended to read as follows:

“12 BUDGET

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

LINE ITEMS:

Cal OES and COUNTY MATCH BUDGET:

Olive Crest (OC):

SALARIES:

	<u>FTE⁽¹⁾</u>	<u>Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
Licensed/License Eligible Therapist I (Services 5.4 - 5.7 and 5.9 - 5.10) ⁽⁵⁾	0.50	\$35.00	\$ 42,354
Licensed/License-Eligible Therapist II (Services 5.4 - 5.7 and 5.9 - 5.10)	0.75	28.00	50,213
Licensed/License-Eligible Therapist III (Services 5.4 - 5.6 and 5.8 - 5.10)	0.75	28.00	49,238

1	Program Assistant (Admin.)	0.20	20.00	10,010
2	Program Director (Admin.)	0.20	38.00	18,200
3	OC Benefits (20%) ⁽³⁾			<u>26,862</u>
4	SUBTOTAL OC SALARIES AND BENEFITS			\$196,877
5	<u>OPERATING EXPENSES (OC)</u>			
6	Program Expenses/Office Supplies			\$ 1,950
7	Facilities			3,150
8	Telephone/Data			4,950
9	Insurance			1,650
10	Mileage ⁽⁴⁾			900
11	Indirect Costs ⁽⁶⁾			<u>19,669</u>
12	SUBTOTAL OC OPERATING EXPENSES			\$ <u>32,269</u>
13	SUBTOTAL OC BUDGET:			\$229,146
14	<u>Child Guidance Center, Inc. (CGC):</u>			
15	SALARIES:			
16	Licensed/License Eligible Therapist I			
17	(Services 5.4 - 5.7 and 5.9 - 5.10)	0.60	\$29.00	\$ 45,240
18	Licensed/License Eligible Therapist II			
19	(Services 5.4 - 5.7 and 5.9 - 5.10)	0.50	27.00	35,100
20	Licensed/License Eligible Therapist III			
21	(Services 5.4 - 5.7 and 5.9 - 5.10)	0.25	29.00	18,850
22	Clinical Supervisor (Admin.)	0.15	45.00	17,550
23	Program Director/Supervisor (Admin.)	0.10	45.00	11,700
24	CGC Benefits (24.50%) ⁽³⁾			<u>32,110</u>
25	SUBTOTAL CGC SALARIES AND BENEFITS			\$160,550
26	<u>OPERATING EXPENSES (CGC)</u>			
27	Program/Office Supplies			3,150
28	Bus Passes			225
29	Office Expenses/Furniture			4,125
30	Telephone/Data			1,725
31	Rent/CAM			5,906
32	Maintenance			1,620
33	Mileage ⁽⁴⁾			1,305
34	Indirect Costs ⁽⁶⁾			<u>19,148</u>
35	SUBTOTAL CGC OPERATING EXPENSES:			\$ 37,204
36	SUBTOTAL CGC BUDGET:			<u>\$197,754</u>
37	TOTAL Cal OES and COUNTY MATCH			
38	BUDGET:			\$426,900
39	MAXIMUM COUNTY OBLIGATION:			\$426,900

⁽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.

1 This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as
2 the amount of time (stated as a percentage) the position will be paid for under the terms of this
3 Agreement, regardless of the number of hours actually worked.

4 ⁽²⁾ Maximum hourly rate which will be permitted during the term of this Agreement;
5 employees may be paid at less than maximum rate.

6 ⁽³⁾ Medical, long-term disability, retirement, employee assistance, FICA, SUI, Workers'
7 Compensation, sick and vacation time limited to time accrued during the term of this Agreement.

8 ⁽⁴⁾ Mileage is limited to the amount allowed by IRS.

9 ⁽⁵⁾ Cal OES Grant requires a twenty percent (20%) non-Federal match by the grant recipient
10 (i.e., County). Up to twenty percent (20%) of the match is used towards the Olive Crest's
11 Licensed/License-Eligible Therapist I salary.

12 ⁽⁶⁾ Indirect administrative costs include overhead, insurance and/or independent audit
13 expenses.

14 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to
15 add, delete, or modify line items and/or amounts and/or the number and type of FTE positions
16 without changing COUNTY's maximum obligation as stated in Subparagraph 20.1 of this
17 Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in
18 accordance with Subparagraph 43.3 of this Agreement, in the event ADMINISTRATOR reduces
19 the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and
20 ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as
21 set forth in this Exhibit A."

22 4. All other terms and conditions of the Agreement not modified herein shall remain in full
23 force and effect.

24 ///

25 ///

26 ///

27 ///

28 ///

1 WHEREFORE, the parties hereto have executed this Second Amendment to Agreement
2 dated November 10, 2015, in the County of Orange, California.

3 By: *Donald Verleur*
4 DONALD VERLEUR
5 CHIEF EXECUTIVE OFFICER
6 OLIVE CREST

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

7 Dated: *9/3/19*

Dated: _____

8 By: *Lori Pack*
9 LORI PACK
10 EXECUTIVE DIRECTOR
11 CHILD GUIDANCE CENTER, INC.

12 Dated: *9/10/19*

13 SIGNED AND CERTIFIED THAT A COPY OF
14 THIS DOCUMENT HAS BEEN DELIVERED TO
15 THE CHAIRMAN OF THE BOARD
16 ATTEST:

17 By: _____
18 ROBIN STIELER
19 Clerk of the Board
20 Orange County, California

Dated: _____

21 APPROVED AS TO FORM
22 COUNTY COUNSEL
23 COUNTY OF ORANGE, CALIFORNIA

24 By: *Carolyn S. Frost*
25 DEPUTY

26 Dated: *09/09/19*
27
28