

AMENDMENT ONE TO CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
HEALTHRIGHT 360
FOR THE PROVISION OF
MOTHER AND CHILD RESIDENTIAL HOMES
TUSTIN FAMILY CAMPUS

THIS AMENDMENT ONE, made and entered into upon execution of all necessary signatures, is to that certain CONTRACT Number CDA2922 between the parties hereto, hereinafter referred to as the “Contract” and is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and HealthRIGHT 360, a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to individually as “Party” and collectively as “the Parties.”

W I T N E S S E T H

WHEREAS, on July 1, 2022, COUNTY and CONTRACTOR entered into a Contract for the provision of Mother and Child Residential Homes at Tustin Family Campus services, for the term of July 1, 2022 through June 30, 2025;

WHEREAS, COUNTY desires to increase funding for the provision of additional Mother and Child Residential Homes at Tustin Family Campus services to clients referred to CONTRACTOR by COUNTY; amend Subparagraph 21.1 of the Contract; delete Subparagraph 21.3 of the Contract in its entirety; and amend Subparagraph 14.1 of Attachment A of the Contract; and

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

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1. Subparagraph 21.1 of the Contract is hereby amended to read as follows:

21.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Contract shall not exceed the amount of ~~\$3,558,1002,794,500~~, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

21.1.1 \$931,500 for July 1, 2022 through June 30, 2023;

21.1.2 ~~\$1,297,230931,500~~ for July 1, 2023 through June 30, 2024; and

21.1.3 ~~\$1,329,370931,500~~ for July 1, 2024 through June 30, 2025.

2. Subparagraph 21.3 of the Contract is hereby deleted in its entirety.

3. Subparagraph 14.1 of Attachment A of the Contract is hereby amended to read as follows:

14.1 The budget for services provided pursuant to Attachment A of this Contract is set forth as follows:

Annual Budget for Term of July 1, 2022, through June 30, 2023

| LINE ITEMS | Position Type ⁽¹⁾ | FTEs ⁽²⁾ | Maximum Hourly Rate ⁽³⁾ | Budget FY 22-23 |
|---|------------------------------------|---------------------|-------------------------------------|--|
| SALARIES AND BENEFITS | | | | |
| Program Director | A | 1.00 | \$41.10 | |
| Program Supervisor | A | 1.00 | \$32.19 30.60 | |
| Lead Certified Substance Abuse | D | 1.00 | \$23.88 | |
| Certified Substance Abuse Counselor | D | 1.00 | \$22.00 19.36 | |
| Life Skills Development Manager | D | 1.00 | \$19.36 | |
| Overnight Counselor | D | 3.00 | \$19.10 | |
| Child/Family Program Therapist | D | 1.00 | \$30.12 | |
| Childcare/Parenting Specialist | D | 1.00 | \$19.97 | |
| Registered Care Coordinator I | D | 1.00 | \$19.65 19.10 | |
| | Subtotal Salaries | | | \$ 512,099 542,425 |
| Benefits (33%) ⁽⁴⁾ | | | | \$ 168,993 178,999 |
| | Total Salaries and Benefits | | | \$ 681,092 721,424 |
| Total Services and Supplies and Operating Expenses ^(5,8,9) | | | | \$ 184,327 224,659 |
| Indirect Costs ⁽⁶⁾ | | | | \$ 118,899 |
| | GRAND TOTAL | | | \$ 1,024,650 |

Minus Total Deductions^(7,10,11) \$ (93,150)
COUNTY MAXIMUM OBLIGATION \$ 931,500

Annual Budget for Term of July 1, 2023, through June 30, 2024

| LINE ITEMS | Position Type ⁽¹⁾ | FTEs ⁽²⁾ | Maximum Hourly Rate ⁽³⁾ | Budget FY 23-24 |
|---|------------------------------|---------------------|------------------------------------|-----------------------------------|
| SALARIES AND BENEFITS | | | | |
| Program Director | A | 1.00 | \$45.67 42.3 | |
| Program Supervisor | A | 1.00 | \$38.46 31.5 | |
| Lead Certified Substance Abuse | D | 1.00 | \$31.25 24.5 | |
| Certified Substance Abuse Counselor | D | 1.00 | \$29.81 19.9 | |
| Life Skills Development Manager | D | 1.00 | \$27.88 19.9 | |
| Overnight Counselor | D | 3.00 | \$24.00 19.6 | |
| Child/Family Program Therapist | D | 1.00 | \$40.87 31.0 | |
| Childcare/Parenting Specialist | D | 1.00 | \$27.88 20.5 | |
| Registered Care Coordinator I | D | 1.00 | \$27.88 19.6 | |
| Subtotal Salaries | | | | \$ 656,064 558,696 |
| Benefits (3342%) ⁽⁴⁾ | | | | \$ 275,547 184,370 |
| Total Salaries and Benefits | | | | \$ 931,611 743,066 |
| Total Services and Supplies and Operating Expenses ^(5,8,9) | | | | \$ 225,980 184,327 |
| Indirect Costs ⁽⁶⁾ | | | | \$ 173,639 121,757 |
| GRAND TOTAL | | | | \$ 1,331,230 1,049,150 |
| Minus Total Deductions ^(7,+0,+1) | | | | \$ (34,000) (117,650) |
| COUNTY MAXIMUM OBLIGATION | | | | \$ 1,297,230 931,500 |

Annual Budget for Term of July 1, 2024, through June 30, 2025

| LINE ITEMS | Position Type ⁽¹⁾ | FTEs ⁽²⁾ | Maximum Hourly Rate ⁽³⁾ | Budget FY 24-25 |
|-------------------------------------|------------------------------|---------------------|------------------------------------|-----------------|
| SALARIES AND BENEFITS | | | | |
| Program Director | A | 1.00 | \$47.04 43.60 | |
| Program Supervisor | A | 1.00 | \$39.61 31.27 | |
| Lead Certified Substance Abuse | D | 1.00 | \$32.19 25.33 | |
| Certified Substance Abuse Counselor | D | 1.00 | \$30.70 20.54 | |

| | | | | |
|---|---|------|----------------------|------------------------------|
| Life Skills Development Manager | D | 1.00 | \$ <u>28.7220.54</u> | |
| Overnight Counselor | D | 3.00 | \$ <u>24.7220.26</u> | |
| Child/Family Program Therapist | D | 1.00 | \$ <u>42.1031.96</u> | |
| Childcare/Parenting Specialist | D | 1.00 | \$ <u>28.7221.18</u> | |
| Registered Care Coordinator I | D | 1.00 | \$ <u>28.7220.26</u> | |
| Subtotal Salaries | | | | \$ <u>675,746575,458</u> |
| Benefits (<u>4233%</u>) ⁽⁴⁾ | | | | \$ <u>283,813189,900</u> |
| Total Salaries and Benefits | | | | \$ <u>959,559765,358</u> |
| Total Services and Supplies and Operating Expenses ^(5,8,9) | | | | \$ <u>225,980184,327</u> |
| Indirect Costs ⁽⁶⁾ | | | | \$ <u>177,831124,699</u> |
| GRAND TOTAL | | | | \$ <u>1,363,3701,074,384</u> |
| Minus Total Deductions ^(7,+0,+) | | | | \$ <u>(34,000)-(142,884)</u> |
| COUNTY MAXIMUM OBLIGATION | | | | \$ <u>1,329,370931,500</u> |

(1) 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.

(2) 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 CONTRACT. 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 CONTRACT, regardless of the number of hours actually worked.

(3) Maximum hourly rate which will be permitted during the term of this CONTRACT; employees may be paid at less than maximum hourly rate. Total salaries are calculated using the maximum hourly rates for positions by the total FTE. Lump sum payments for cost-of-living adjustments are not permitted under this CONTRACT.

(4) Employee Benefits include contributions to retirement plans; medical insurance; dental insurance; life insurance; payroll taxes such as Federal Unemployment Tax, State Unemployment Tax, and Workers’ Compensation Tax, based on the current 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 forty-two percent (~~42.33~~%) of the actual salary expense claimed.

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

(6) Indirect costs include administrative costs not directly charged to the program including the administration, payroll, human resources, accounting/finance, facilities, procurement, and Executive departments that support the program. Indirect costs are based on 13.13% of all direct costs to include salaries and fringe benefits; administrative positions plus fringe benefits; direct services, supplies, and operating expenses; and federally approved indirect cost rate. In the event the indirect cost rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.

(7) CalFresh is deducted monthly from each Mother's EBT card directly by CONTRACTOR.

(8) Services and supplies expenses shall include security services, drug testing services, office supplies, and program supplies.

(9) Operating expenses shall include communications, facilities, insurance, equipment, furniture, fixtures, food, mileage, vehicle lease and public transportation costs for client transportation.

(10) CONTRACTOR shall provide a match in an amount no less than ten percent (10%) of the amount paid to CONTRACTOR by COUNTY. In-Kind Match comprises salaries and benefits for the Chief Executive Officer and Vice President of Behavioral Health, Indirect Costs, and In-Kind Donations.~~In-Kind Match for the Contract term is comprised of salaries (\$149,635) and benefits (\$44,895) for the Chief Executive Officer and Vice President of Behavioral Health; \$24,757 for Indirect Costs, and \$28,295 for In-Kind Donations.~~

(11) In-Kind Foundation Grants and Donations include, but are not limited to, clothes, backpacks, school supplies, toys, books and other items for children; clothes and household items for mothers; program supplies, furnishings, and packaged food supplies; and other

expenses related to meeting client needs or necessary to achieve program objectives.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment One to Contract on the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: HealthRIGHT 360

| | |
|------------|-------|
| _____ | _____ |
| Print Name | Title |
| _____ | _____ |
| Signature | Date |

County of Orange, a political subdivision of the State of California

Deputized Designee Signature:

| | |
|------------|--------------------------------|
| _____ | <u>Deputy Purchasing Agent</u> |
| Print Name | Title |
| _____ | _____ |
| Signature | Date |

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

| | |
|------------|------------------------------|
| _____ | <u>Deputy County Counsel</u> |
| Print Name | Title |
| _____ | _____ |
| Signature | Date |