

AMENDMENT ONE TO AGREEMENT
 BETWEEN
 COUNTY OF ORANGE
 AND
 MERCY HOUSE LIVING CENTERS
 FOR THE PROVISION OF
 BRINGING FAMILIES HOME SERVICES

THIS AMENDMENT ONE, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CCD1820 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, a California non-profit corporation, Mercy House Living Centers, 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, 2020, COUNTY and CONTRACTOR entered into an Agreement for the provision of Bringing Families Home services, for the term of July 1, 2020, through June 30, 2022;

WHEREAS, COUNTY desires to increase funding for the provision of additional Bringing Families Home services to clients referred to CONTRACTOR by COUNTY;

WHEREAS, COUNTY desires to amend Paragraph 1, Subparagraph 20.1, and Subparagraph 20.2 of the Agreement; amend Paragraph 1, Subparagraph 2.5.2, Subparagraph 3.1, Subparagraph 3.4, Subparagraph 4.1, Subparagraph 14.1, Subparagraph 15.2.1, Subparagraph 15.2.2, Subparagraph 15.2.3, Subparagraph 15.2.6, Subparagraph 15.2.6.9, Subparagraph 15.2.7, and Subparagraph 15.2.7.9 of Exhibit A of the Agreement; and add Subparagraph 2.6.9 and Subparagraph 15.2.9 through Subparagraph 15.2.20 to Exhibit A of the Agreement;

WHEREAS, CONTRACTOR agrees to such extension 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, 2020, and terminate on June 30, 2023~~2~~, unless earlier terminated pursuant to the provisions of Paragraph 42 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 ~~\$1,266,870~~~~800,000~~4,866,870 or actual allowable costs, whichever is less.

20.1.1 The estimated annual amount for child welfare involved families for each twelve (12) month period is as follows:

20.1.1.1 \$633,435 for July 1, 2020, through June 30, 2021; ~~and~~

20.1.1.2 \$633,435 for July 1, 2021, through June 30, 2022; ~~and~~;

20.1.1.3 \$1,800,000 for July 1, 2022, through June 30, 2023.

20.1.2 The estimated annual amount for Adult Protective Services Clients is \$1,800,000 for July 1, 2022, through June 30, 2023.

3. Subparagraph 20.2 of the Agreement is hereby amended to read as follows:

- 20.2 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 its sole discretion, may pay CONTRACTOR for anticipated

allowable costs that will be incurred by CONTRACTOR for June 2021, ~~and~~ June 2022, and June 2023 during the month of such anticipated expenditure.

4. Paragraph 1 of Exhibit A of the Agreement is hereby amended to read as follows:

1. POPULATION TO BE SERVED:

CONTRACTOR shall provide services to child welfare-involved Families and Adult Protective Services Clients experiencing homelessness or at imminent risk of homelessness referred by Social Services Agency.

5. Subparagraph 2.5.2 of Exhibit A of the Agreement is hereby amended to read as follows:

2.5.2. Are currently homeless, at risk of homelessness, or in a living situation that cannot accommodate the child or multiple children in the home, including individuals who have not received an eviction notice;

6. Subparagraph 2.6.9 of Exhibit A of the Agreement is hereby added to the Agreement to read as follows:

2.6.9 Families at risk of homelessness including families that have not yet received an eviction notice as well as families where the living situation cannot accommodate a child or multiple children.

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

3.1 Accept, and evaluate the appropriateness and availability of Bringing Families Home (BFH) services for all prospective Families and APS Clients referred by SSA within the available funding, regardless of the number of referrals.

8. Subparagraph 3.4 of Exhibit A of the Agreement is hereby amended to read as follows:

3.4 Schedule a face-to face intake meeting with referred:

3.4.1 Child welfare-involved Families to assess Families' needs and eligibility for services within thirty (30) business days from the date the referral received.

3.4.2 -Adult Protective Services Clients within two (2) business days from the date the referral was received.

9. Subparagraph 4.1 of Exhibit A of the Agreement is hereby amended to read as follows:

4.1 CONTRACTOR shall provide financial assistance, housing counseling and case management to:

4.1.1 A minimum of fifty-three (53) new child welfare-involved Ffamilies per Fiscal Year for the period of July 1, 2020, through June 30, 2022;

4.1.2 Aa minimum of ninety-five (95) fifty-three (53)-new child welfare- involved Ffamilies for the period of July1, 2022, through June 30, 2023; and-

4.1.3 A minimum of seventy (70) new Adult Protective Services Clients for the period of July 1, 2022, through June 30, 2023.

10. Subparagraph 14.1 of Exhibit A of the Agreement is hereby amended to read as follows:

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

BUDGET FOR PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021

LINE ITEMS

STAFFING AND BENEFITS:

	<u>Position Type⁽²⁾</u>	<u>Maximum Hourly Rate⁽³⁾</u>	<u>FTEs⁽⁴⁾</u>	<u>Amount</u>
<u>DIRECT SERVICE POSITIONS⁽¹⁾</u>				
Housing Stability Specialist	D	17.50	2.25	
Leasing Agent	D	17.50	0.20	
Housing Stability Specialist Bilingual	D	17.50	1.00	
SUBTOTAL DIRECT SERVICE SALARIES				\$125,580
Employee Benefits (23.92%) ⁽⁵⁾				<u>\$30,037</u>
TOTAL DIRECT SERVICE SALARIES AND BENEFITS				\$155,617

ADMINISTRATIVE POSITIONS⁽¹⁾

Director of Housing Strategies	A	27.88	0.05	
Chief Operations Director	A	40.87	0.03	

RRH Program Manager	A	24.04	0.07	
Senior Accounting Manger	A	24.04	0.30	
HMIS Data Specialist	A	16.00	0.25	
SUBTOTAL ADMINISTRATIVE SERVICE SALARIES				\$32,170
Employee Benefits (11.7%)(⁵)				<u>\$3,764</u>
TOTAL ADMINISTRATIVE SALARIES AND BENEFITS				\$35,934
SUBTOTAL SALARIES & BENEFITS				\$191,551
<u>SERVICES AND SUPPLIES</u> (⁶)				
TOTAL SERVICES AND SUPPLIES				\$5,471
<u>OPERATING EXPENSES</u> (⁷)				
TOTAL OPERATING EXPENSES				\$4,424
SUBTOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES				\$9,895
<u>DIRECT FINANCIAL ASSISTANCE</u> (¹)				
Move-In Assistance				\$15,900
Rent Assistance				<u>416,089</u>
TOTAL DIRECT FINANCIAL ASSISTANCE				\$431,989
TOTAL ALLOWABLE COSTS JULY 1, 2020 THROUGH JUNE 30, 2021				\$633,435

BUDGET FOR PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022

LINE ITEMS

STAFFING AND BENEFITS:

	<u>Position Type</u> (²)	<u>Maximum Hourly Rate</u> (³)	<u>FTEs</u> (⁴)	<u>Amount</u>
<u>DIRECT SERVICE POSITIONS</u> (¹)				
Housing Stability Specialist	D	18.20	2.25	
Leasing Agent	D	18.20	0.20	
Housing Stability Specialist Bilingual	D	18.20	1.00	
SUBTOTAL DIRECT SERVICE SALARIES				\$130,603

Employee Benefits (23.92%) ⁽⁵⁾				<u>\$31,238</u>
TOTAL DIRECT SERVICE SALARIES AND BENEFITS				\$161,841
<u>ADMINISTRATIVE POSITIONS⁽¹⁾</u>				
Director of Housing Strategies	A	29.00	0.05	
Chief Operations Director	A	42.50	0.03	
RRH Program Manager	A	26.00	0.07	
Senior Accounting Manger	A	26.00	0.30	
HMIS Data Specialist	A	16.64	0.25	
SUBTOTAL ADMINISTRATIVE SERVICE SALARIES				\$33,457
Employee Benefits (11.7%) ⁽⁵⁾				<u>\$3,914</u>
TOTAL ADMINISTRATIVE SERVICE SALARIES AND BENEFITS				\$37,371
SUBTOTAL SALARIES & BENEFITS				\$199,212
<u>SERVICES AND SUPPLIES⁽⁶⁾</u>				
TOTAL SERVICES AND SUPPLIES				\$5,471
<u>OPERATING EXPENSES⁽⁷⁾</u>				
TOTAL OPERATING EXPENSES				\$4,424
SUBTOTAL SERVICES AND SUPPLIES AND OPERATING EXPENSES				\$9,895
<u>DIRECT FINANCIAL ASSISTANCE⁽¹⁾</u>				
Move-In Assistance				\$15,900
Rent Assistance				<u>408,428</u>
TOTAL DIRECT FINANCIAL ASSISTANCE				\$424,328
TOTAL ALLOWABLE COSTS JULY 1, 2021 THROUGH JUNE 30, 2022				\$633,435
MAXIMUM OBLIGATION JULY 1, 2020 THROUGH JUNE 30, 2022				\$1,266,870

**CHILD WELFARE-INVOLVED FAMILIES BUDGET FOR THE PERIOD OF JULY 1,
2022 THROUGH JUNE 30, 2023**

STAFFING AND BENEFITS:

DIRECT SERVICE POSITIONS ⁽¹⁾	Position Type ⁽²⁾	Maximum Hourly Rate ⁽³⁾	FTEs ⁽⁴⁾	Amount
<u>Housing Stability Case Manager</u>	<u>D</u>	<u>22.00</u>	<u>3.00</u>	
Housing Stability Specialist Case Manager- Bilingual	<u>D</u>	<u>22.50</u>	<u>2.00</u>	
Leasing Agent	<u>D</u>	<u>22.00</u>	<u>2.20</u>	
<u>Housing Solutions Supervisor</u>	<u>D</u>	<u>24.00</u>	<u>1.25</u>	
SUBTOTAL DIRECT SERVICE SALARIES				<u>\$369,330</u>
Employee Benefits (30 <u>23.92</u> %) ⁽⁵⁾				<u>\$110,799</u>
TOTAL DIRECT SERVICE SALARIES AND BENEFITS				<u>\$480,129</u>
ADMINISTRATIVE POSITIONS ⁽¹⁾				
<u>Housing Solutions Director OC</u> Director of Housing Strategies	<u>A</u>	<u>33.33</u>	<u>0.05</u>	
<u>Chief Programs Officer</u>	<u>A</u>	<u>48.72</u>	<u>0.03</u>	
<u>Chief Financial Officer</u>	<u>A</u>	<u>48.72</u>	<u>0.03</u>	
<u>Housing Solutions Manager</u>	<u>A</u>	<u>27.00</u>	<u>0.25</u>	
Senior Accounting Manager	<u>A</u>	<u>44.00</u>	<u>0.10</u>	
<u>Accounting Supervisor</u>	<u>A</u>	<u>31.00</u>	<u>0.20</u>	
<u>Accounting Specialist</u>	<u>A</u>	<u>23.00</u>	<u>0.25</u>	
HMIS Data Specialist	<u>A</u>	<u>18.50</u>	<u>0.50</u>	
SUBTOTAL ADMINISTRATIVE SERVICE SALARIES				<u>\$72,032</u>
Employee Benefits (30 <u>11.7</u> %) ⁽⁵⁾				<u>\$21,610</u>
TOTAL ADMINISTRATIVE SERVICE SALARIES AND BENEFITS				<u>\$93,642</u>
TOTAL SERVICES AND SUPPLIES ⁽⁶⁾				<u>\$10,000</u>
TRANSPORTATION ⁽⁸⁾				<u>\$7,329</u>
TOTAL OPERATING EXPENSES ⁽⁷⁾				<u>\$10,000</u>
SUBTOTAL SERVICES AND SUPPLIES, TRANSPORTATION, AND OPERATING EXPENSES				<u>\$27,329</u>
DIRECT FINANCIAL ASSISTANCE ⁽¹⁾				
Move-In Assistance				<u>\$95,000</u>
Rent Assistance				<u>\$1,103,900</u>
TOTAL DIRECT FINANCIAL ASSISTANCE				<u>\$1,198,900</u>
TOTAL ALLOWABLE COSTS JULY 1, 2022 THROUGH JUNE 30, 2023				<u>\$1,800,000</u>

(1) Administrative costs should be held no more than forty-five percent (45%) of the proposed budget year. The cost of direct services staff (e.g. Housing Solutions Case Manager, Housing Solutions Case Manager - Bilingual, Leasing Agent) is to be included in the forty-five

percent (45%) administrative cost limit, and at a minimum of twenty-five percent (25%) of the proposed annual budget. Budget shall reflect a minimum of fifty-five percent (55%) of total costs for direct financial assistance, which includes interim housing options, rental subsidies, rental application fees, security deposits, utility deposits, utility payments, moving costs, and making the home habitable.

(2) 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.

(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) 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.

(5) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability 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 accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. Direct Service staff benefit rate shall not exceed thirty percent 23.930% of the actual salary expense claimed, and Administrative staff benefit rate shall not exceed thirty percent 11.730% of the actual salary expense claimed.

(6) Services and Supplies include costs related to independent audit, computer consultant

(IT), office expenses, telephone/internet, and mileage as limited to the amount allowed by IRS.

(7) Operating Expenses include costs related to facility lease/rental and equipment lease/rental.

(8) Transportation Expenses include costs related to client need for transport to housing location activities that are necessary to obtain or maintain housing stability. These activities may include work, childcare, healthcare appointments, and visits with case managers.

ADULT PROTECTIVE SERVICES CLIENTS BUDGET FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023

STAFFING AND BENEFITS:

	<u>Position Type⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>FTEs⁽³⁾</u>	<u>Amount</u>
<u>DIRECT SERVICE POSITIONS</u>				
<u>Housing Solutions Case Manager</u>	<u>D</u>	<u>22.00</u>	<u>3.00</u>	
<u>Housing Solutions Case Manager - Bilingual</u>	<u>D</u>	<u>22.50</u>	<u>1.00</u>	
<u>Leasing Agent</u>	<u>D</u>	<u>22.00</u>	<u>2.00</u>	
<u>Housing Solutions Supervisor</u>	<u>D</u>	<u>24.00</u>	<u>1.00</u>	
				<u>\$305,175</u>
<u>SUBTOTAL DIRECT SERVICE SALARIES</u>				
<u>Employee Benefits (30%)⁽⁴⁾</u>				<u>\$91,553</u>
<u>TOTAL DIRECT SERVICE SALARIES AND BENEFITS</u>				
				<u>\$396,728</u>
<u>ADMINISTRATIVE POSITIONS</u>				
<u>Chief Executive Officer</u>	<u>A</u>	<u>100.99</u>	<u>0.03</u>	
<u>Chief Operations Officer</u>	<u>A</u>	<u>71.79</u>	<u>0.03</u>	
<u>Housing Solutions Director</u>	<u>A</u>	<u>37.00</u>	<u>0.10</u>	
<u>Housing Solutions Director OC</u>	<u>A</u>	<u>33.33</u>	<u>0.10</u>	
<u>Housing Solutions Manager</u>	<u>A</u>	<u>27.00</u>	<u>0.25</u>	
<u>Accounting Manager</u>	<u>A</u>	<u>45.00</u>	<u>0.10</u>	

<u>Accounting Supervisor</u>	<u>A</u>	<u>31.00</u>	<u>0.20</u>	
<u>Accounting Specialist</u>	<u>A</u>	<u>23.00</u>	<u>0.50</u>	
<u>IT Specialist</u>	<u>A</u>	<u>19.00</u>	<u>0.25</u>	
<u>Development Specialist</u>	<u>A</u>	<u>21.00</u>	<u>0.25</u>	
<u>HR Manager</u>	<u>A</u>	<u>27.00</u>	<u>0.20</u>	
<u>HR Specialist</u>	<u>A</u>	<u>21.00</u>	<u>0.25</u>	
<u>HMIS Data Specialist</u>	<u>A</u>	<u>18.50</u>	<u>0.50</u>	
<u>SUBTOTAL ADMINISTRATIVE SERVICE SALARIES</u>				<u>\$138,579</u>
<u>Employee Benefits (30%)⁽⁴⁾</u>				<u>\$41,574</u>
<u>TOTAL ADMINISTRATIVE SERVICE SALARIES AND BENEFITS</u>				<u>\$180,153</u>
<u>TOTAL SERVICES AND SUPPLIES⁽⁵⁾⁽⁶⁾</u>				<u>\$27,219</u>
<u>TOTAL OPERATING EXPENSES⁽⁷⁾</u>				<u>\$65,000</u>
<u>SUBTOTAL SERVICES, SUPPLIES AND OPERATING EXPENSES</u>				<u>\$92,219</u>
<u>TOTAL DIRECT FINANCIAL ASSISTANCE⁽⁸⁾⁽⁹⁾</u>				<u>\$1,130,900</u>
<u>MAXIMUM OBLIGATION JULY 1, 2022 THROUGH JUNE 30, 2023</u>				<u>\$1,800,000</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⁾ Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than the maximum hourly rate.

⁽³⁾ 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.

(4) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability 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 accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year.

(5) Services and supplies shall include office expenses and Mileage.

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

(7) Operating expenses shall include costs related to facility lease/rental, maintenance, IT equipment and expenses, insurance, telephone/cellphone, translation services, professional fees such as payroll and audits, DocuSign expenses, and postage.

(8) Direct Financial Assistance shall include payments (rent/mortgage and utility), payments in arrears (rent/mortgage and utility), deposits (rent/mortgage and utility), and any fees related to client services (e.g. application, document processing fees, etc.)

(9) Homeless Prevention Flex Fund shall include costs for housing modifications for habitability and other accommodations such as, but not limited to mobility ramps and grab bars, costs of services related to housing retention such, but not limited to, pest control, hoarding mitigation, cleaning services and credit repair, furnishings, move-in items such as, but not limited to, pots, pans and bedding, clothing, and other expenses connected to keeping clients in housing.

11. Subparagraph 15.2.1 of Exhibit A of the Agreement is hereby amended to read as follows:

15.2.1 ~~Chief Operations Director~~Chief Program Officer

12. Subparagraph 15.2.2 of Exhibit A of the Agreement is hereby amended to read as follows:

15.2.2 ~~Director of Housing Strategies~~Housing Solutions Director OC

13. Subparagraph 15.2.3 of Exhibit A of the Agreement is hereby amended to read as follows:

15.2.3 ~~RRH Program Manager~~Housing Solutions Manager

15.2.3.1 Provide oversight and management to Housing Solutions Supervisors~~BFH direct~~

~~service staff and e. Ensure program is meeting its contractual outcomes and spending goals.~~

~~15.2.3.2 Oversee program's performance to ensure appropriate placement, effective services, and distribution of case files. Provide quality assurance checks to ensure program is audit ready.~~

~~15.2.3.3 Provides approval on appropriate program expenses within budget constraints. Assist with the implementation and tracking of program outcomes, data collection, monthly reports, and management of program's budgets.~~

~~15.2.3.4 Assist with case management and provide Family conflict resolution services when necessary. Oversee the coordination of housing inspection; rent reasonability standards; disbursement of financial assistance; the development and maintenance of case files, monthly progress, and outcome measures; and the collection and inputting of Family data in HMIS.~~

~~15.2.3.5 Oversee regular monitoring of case files and data to ensure accuracy and compliance with program requirements. Ensure program staff are practicing trauma-informed and Family focused strategies.~~

Qualifications

~~15.2.3.6 Bachelor's degree from an accredited college or university in a human services related field or experience working with homeless population in a case management role preferred.~~

~~15.2.3.7 Proficient in Microsoft Office programs.
Must have some management experience.~~

~~15.2.3.8 Expereince in a leadership role.
Must have ability to communication effectively.~~

~~15.2.3.9 Experience working with homeless population and/or similar populations is desired.~~

~~15.2.3.10 Must be able to work some evenings and Saturdays.~~

~~15.2.3.11 Fluency in Spanish is preferred.~~

14. Subparagraph 15.2.6 of Exhibit A of the Agreement is hereby amended to read as follows:

15.2.6 Housing ~~-Solutions Case Manager Stability Specialist~~

15. Subparagraph 15.2.6.9 of Exhibit A of the Agreement is hereby amended to read as follows:

15.2.6.9 Bachelor's degree from an accredited college or university in a human ~~services related~~services-related field ~~and/or~~ -experience working with the homeless population in a case management role.~~preferred.~~

16. Subparagraph 15.2.7 of Exhibit A of the Agreement is hereby amended to read as follows:

15.2.7 Housing ~~-Solutions Case Manager Stability Specialist~~ Bilingual Spanish

17. Subparagraph 15.2.7.9 of Exhibit A of the Agreement is hereby amended to read as follows:

15.2.7.9 Bachelor's degree from an accredited college or university in a human ~~services related~~services-related field ~~and/or~~ -experience working with the homeless population in a case management role.~~preferred.~~

18. Subparagraph 15.2.9 of Exhibit A of the Agreement is hereby added to the Agreement to read as follows:

15.2.9 Housing Solutions Supervisor

Duties

15.2.9.1 Supervise approximately a team of five (5) Housing Solutions Case Managers. Train and direct the team and assist them with the day-to-day questions relating to the completion of their job assignments.

15.2.9.2 Oversee quality control of Case Files to ensure accurate, up to date documentation on all clients, including but not limited to stabilization plans, case notes, etc.

15.2.9.3 Coordinate staff trainings and orientations when needed.

15.2.9.4 Meet with identified staff individually at least monthly and meet with team as a whole at least monthly.

15.2.9.5 Approve Absence from Work requests, time keeping submissions for staff,

and monthly mileage claims, ensuring accuracy and punctuality.

Qualifications

15.2.9.6 Bachelors degree from accredited college or university in a human services related field is preferred.

15.2.9.7 Experience working with non-profit accounting concepts and ability to communicate effectively.

15.2.9.8 Experience in a leadership role.

19. Subparagraph 15.2.10 of Exhibit A of the Agreement is hereby added to the Agreement to read as follows:

15.2.10 Chief Financial Officer

Duties

15.2.10.1 Supervises the Senior Accounting Manager and prepares monthly financial statements, reports and records by collecting, analyzing and summarizing account information.

15.2.10.2 Responsible for the general ledger, fixed asset processing and reporting, maintains bank accounts by requesting disbursements, reviews bank statements, researches and reconciles discrepancies and audits and verifies documents.

15.2.10.3 Follows internal controls and helps accounting staff maintain and control grant, program and agency budgets.

Qualifications

15.2.10.4 Bachelor's degree from an accredited college or university in a business administration-related field and at least two (2) years of experience in an accounting-related position.

15.2.10.5 Ability to meet communicated schedules, deadlines, and adhere to policies, procedures and internal controls.

15.2.10.6 Ability to maintain good working relationships with vendors and other agency employees.

15.2.10.7 Must have knowledge of non-profit accounting (GAAP) rules and regulations.

20. Subparagraph 15.2.11 of Exhibit A of the Agreement is hereby added to the Agreement to read as follows:

15.2.11 Accounting Supervisor

Duties

15.2.11.1 Supervises Accounts Receivable staff, reviews reports and reconciles receipts with submitted invoices.

15.2.11.2 Assists in the development and implementation of goals, policies, priorities, and procedures related to grant invoicing.

15.2.11.3 Reviews grant contract requirements, ensures compliance, and communicates with grantors on a regular basis.

15.2.11.4 Supervises and participates in the preparation of various grant invoices, reports, and participates in monitoring procedures.

Qualifications

15.2.11.5 Bachelor's degree from an accredited college or university in a business administration related field preferred.

15.2.11.6 Experience working with non-profit accounting concepts and ability to communicate effectively.

15.2.11.7 Experience in a leadership role.

21. Subparagraph 15.2.12 of Exhibit A of the Agreement is hereby added to the Agreement to read as follows:

15.2.12 Accounting Specialist

Duties

15.2.12.1 Ensure invoicing and reporting of expenses comply and adhere to grantor specific regulations, and assist to resolve any issues surrounding grant invoices, including disallowed expenses or technical issues.

15.2.12.2 Gather support documents for charges.

15.2.12.3 Analyze assigned grants revenue and expense accounts to identify errors in posting or omissions by applying appropriate accounting standards. Prepare and record monthly journal entries and reconcile to general ledger.

15.2.12.4 Monitor spending variances to budgets and assist in budget

modifications. Maintain updated projections for all assigned grants.

Qualifications

15.2.12.5 Associate degree in Accounting, or 3-5 years of professional experience in an accounting environment with basic knowledge of accrual and cash accounting.

15.2.12.6 Excellent working knowledge of Microsoft Excel and Word, and written and oral communication skills.

22. Subparagraph 15.2.13 of Exhibit A of the Agreement is hereby added to the Agreement to read as follows:

15.2.13 Chief Executive Officer

Duties

15.2.13.1 Generate revenues and manage expenses as targeted by the approved annual budget.

15.2.13.2 Prepare an annual budget for the following fiscal year.

15.2.13.3 Motivate and support staff in all their duties.

15.2.13.4 Manage and supervise Chief Operations Officer.

15.2.13.5 Review, evaluate, hire and fire staff when appropriate.

15.2.13.6 Create and fill new and existing positions according to need and with the approved budget.

15.2.13.7 Develop and oversee all service programs with Chief Operations Officer.

15.2.13.8 Serve as communication liaison between Board and staff.

15.2.13.9 Act as primary spokesperson to press, agencies, client groups, and volunteers.

15.2.13.10 Promote a positive image through extensive networking, writing, and oral presentations.

15.2.13.11 Actively participate in professional associations.

Qualifications

15.2.13.12 Bachelor's Degree, graduate degree preferred.

15.2.13.13 A minimum of five (5) years of experience in each of the following: Executive experience, managing and developing a budget over 5 million annually,

overseeing department executives, fundraising, interfacing with an executive board of directors, and working with elected officials and public employees.

15.2.13.14 High proficiency in verbal and written communication.

23. Subparagraph 15.2.14 of Exhibit A of the Agreement is hereby added to the Agreement to read as follows:

15.2.13 Chief Operations Officer

Duties

15.2.14.1 Oversee all administrative activities ensuring that all reporting, record keeping, communications, etc. are timely and accurate and ensure policies and practices that promote a healthy agency culture.

15.2.14.2 Manages the overall strategy, purpose, and vision of the human resource department.

15.2.14.3 Attracts, recruits, and retains required members of the executive team not currently in place.

15.2.14.4 Collaborates with the Executive team to develop and implement plans for the operational infrastructure of systems, processes, and personnel.

15.2.14.5 Determine staffing plans to achieve agency goals and objectives and participate in hiring decisions for new staff.

15.2.14.6 Assist Chief Financial Officer with financial management activities

15.2.14.7 Oversee the preparation and development process of the annual operating budget for presentation to the CEO.

15.2.14.8 Work closely with the finance department to budget and monitor programmatic operations to ensure sound fiscal management.

15.2.14.9 Act as approving agent for financial requests and expenditures.

15.2.14.10 Act as approving agent for monthly bank statements.

15.2.14.11 Act as staff liaison for the Board Legal Committee to ensure the agency is compliant with federal, state, funding, and city requirements.

15.2.14.12 Analyze the appropriate data to inform programmatic and operational decision-making.

15.2.14.13 Analyze and assess programs based on data.

15.2.14.14 Develop and implement service plans, budgets, and staffing structures for new projects.

15.2.14.15 Ensure the coordination, integration, and delivery of all programs, contracts and related services, promoting collaborative relationships between program areas and ensuring that the expectations of funders, partners, clients, and other stakeholders are consistently met.

Minimum Qualifications

15.2.14.16 Bachelor's Degree, graduate degree preferred.

15.2.14.17 A minimum of three (3) years of executive experience

15.2.14.18 A minimum of three (3) years of experience overseeing department executives.

15.2.14.19 High proficiency in verbal and written communication.

15.2.14.20 Ability to effectively represent the agency.

15.2.14.21 Strategic Planning skills.

24. Subparagraph 15.2.15 of Exhibit A of the Agreement is hereby added to the Agreement to read as follows:

15.2.15 Housing Solutions Director

Duties

15.2.15.1 Provide oversight and management to the Housing Solutions Department agency-wide including the Housing Solutions ~~Regional~~ Director OC.

15.2.15.2 Ensure programs is meeting its contractual outcomes and spending goals.

15.2.15.3 Develop new partnerships with other agencies to enhance services and oversee the implementation of new services.

15.2.15.4 Oversee program's performance to ensure appropriate placement, effective services, and distribution of case files.

15.2.15.5 Oversee regular monitoring of case files and data to ensure accuracy and compliance with program requirements.

Qualifications

15.2.15.6 Bachelor's degree from an accredited college or university in a human services-related field and experience working with the homeless population in a case

management role.

15.2.15.7 A minimum of two (2) years of experience in an executive leadership role.

15.2.15.8 Proficient in Microsoft Office programs.

15.2.15.9 Fluency in Spanish is preferred.

25. Subparagraph 15.2.15 of Exhibit A of the Agreement is hereby added to the Agreement to read as follows:

15.2.13 Accounting Manager

Duties

15.2.15.1 Assists in the development and implementation of goals, policies, priorities, and procedures relating to financial management, budget, and accounting. Supervises and participates in the preparation of various financial statements and reports.

15.2.15.2 Directs the installation and maintenance of accounting records to show receipts and expenditures.

15.2.15.3 Directs the maintenance of general and subsidiary ledgers, accounts receivable, revenue distribution, depreciation, cost, property, and operating expenses, and insurance records.

15.2.15.4 Directs and participates in cost analyses and rate studies.

15.2.15.5 Prepares statements and reports of estimated future costs and revenues.

15.2.15.6 Directs internal audits involving review of accounting and administrative controls.

15.2.15.7 Coordinates preparation of external audit materials and external financial reporting.

15.2.15.8 Reviews financial statements with the CEO and COO, interfaces with the organization's outside accountant, prepares and maintains program, Grant, and agency annual budgets, and responds to additional tasks as needed.

15.2.15.9 Manages and Supervises Accounting Supervisors, oversees procurement process by collecting bid sheets and invoices, provides support and guidance when necessary, and coordinate trainings and orientations when needed.

Minimum Qualifications

15.2.15.10 Bachelor's degree from an accredited college or university in a business administration-related field preferred.

15.2.15.11 Must have experience working with non-profit accounting concepts and the ability to communicate effectively.

26. Subparagraph 15.2.16 of Exhibit A of the Agreement is hereby added to the Agreement to read as follows:

15.2.13 Development Specialist

Duties

15.2.16.1 Process volunteer applications.

15.2.16.2 Assist with the implementation and maintenance of the volunteer platform.

15.2.16.3 Support in volunteer orientations and other recruitment events.

15.2.16.4 Track the volunteer hours and donations and ensure the health of the data.

15.2.16.5 Manage the volunteer inquiry email pushing along the volunteer requests to the relevant staff on the Community Engagement Team.

15.2.16.6 Collaborate with the Community Engagement team to ensure that donations are being managed and volunteer hours are being accurately reflected in the system.

15.2.16.7 Assist in the coordination of fundraising events.

15.2.16.8 Assist the Development Team with the planning and implementation of activities targeted to meet budgeted revenue goals.

15.2.16.9 Work alongside the business development, marketing and product teams to track key metrics for scalable growth.

Minimum Qualifications

15.2.16.10 High school Diploma

15.2.16.11 Must be detail-oriented, with accurate data entry skills; intermediate computer literacy of word and spreadsheet software.

27. Subparagraph 15.2.17 of Exhibit A of the Agreement is hereby added to the Agreement to read as follows:

15.2.13HR ManagerDuties

15.2.17.1 Act as a liaison between employer and employee fielding questions, concerns, and complaints.

15.2.17.2 Conduct investigations, when appropriate, and submit recommendations to HR Director.

15.2.17.3 Ensure appropriate documentation of HR investigations.

15.2.17.4 Resolve employee relation issues by working with supervisors and managers.

15.2.17.5 Facilitate new hires, transfers, promotions, terminations, and exit interviews.

15.2.17.6 Assist in the development of new measures to increase staff morale and overall employee satisfaction.

15.2.17.7 Oversee payroll process to ensure that payroll goes out accurately and in a timely manner.

15.2.17.8 Conduct regular audits of payroll records.

15.2.17.9 Conduct employee file audits to ensure that all required documentation is collected and maintained.

15.2.17.10 Assist with interviews when necessary, perform employment verification and background checks, and assist with job offers.

15.2.17.11 This position requires some travel to the various regions in which Mercy House operates.

Minimum Qualifications

15.2.17.12 High school Diploma

15.2.17.13 Must be detail-oriented, with strong note-taking; intermediate computer literacy of Microsoft Office software.

15.2.17.14 Effective with both oral and written communication.

15.2.17.15 Experience in a leadership role

28. Subparagraph 15.2.18 of Exhibit A of the Agreement is hereby added to the Agreement to read as follows:

15.2.13HR Specialist

Duties

15.2.18.1 Setting appointments, arranging meetings, and travel arrangements.

15.2.18.2 Assist with the logistics for new hire orientation and training.

15.2.18.3 Participating in recruitment efforts such as posting job ads, organizing resumes and job applications, scheduling job interviews, and assisting in the interview process.

15.2.18.4 Collecting employment and tax information.

15.2.18.5 Ensuring background and reference checks are completed.

15.2.18.6 Create, organizes and updates employee files.

15.2.18.7 Track employee progress, documenting promotions, recognitions, and violations.

15.2.18.8 Supporting the Human Resources Manager with employee investigations.

15.2.18.9 Assist with the completion of termination paperwork and assisting with exit interviews.

15.2.18.10 Ensure that former employee files are maintained according to law.

Minimum Qualifications

15.2.18.11 High school Diploma.

15.2.18.12 Must be detail-oriented, with strong note-taking; intermediate computer literacy of Microsoft Office software.

15.2.18.13 Effective with both oral and written communication.

29. Subparagraph 15.2.19 of Exhibit A of the Agreement is hereby added to the Agreement to read as follows:

15.2.13IT Specialist

Duties

15.2.19.1 Maintain IT systems and functionality.

15.2.19.2 Support IT projects including the set-up of new workstations.

15.2.19.3 Perform troubleshooting of IT issues.

15.2.19.4 Maintain an IT inventory log (Desktops, laptops, air cards, phones, etc.).

15.2.19.5 Manage all new employee accounts, and cancellations (change passwords).

15.2.19.6 Set up IT connection for meetings.

15.2.19.7 Update staff distribution list.

Minimum Qualifications

15.2.19.8 Advanced computer literacy.

15.2.19.9 Reliable transportation to multiple sites on a regular basis.

30. 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.
31. All other terms and conditions of the Agreement shall remain the same and in full force and in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment One to Agreement 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:

Larry Haynes
Print Name

Chief Executive Officer
Title

Signature

Date

Print Name

Title

Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

Kathy Wong
Print Name

Deputy Purchasing Agent
Title

Signature

Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost
Print Name

Deputy County Counsel
Title

Signature

Date