

AMENDMENT ONE TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
HUMAN OPTIONS, INC.
FOR THE PROVISION OF
FAMILY RESOURCE CENTER AND FAMILY STABILIZATION SERVICES

THIS AMENDMENT ONE, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number FMK1020 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 Human Options, Inc., a California non-profit corporation, hereinafter referred to as “NEWPORT MESA FAMILY RESOURCE CENTER” or “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 Family Resource Center and Family Stabilization Services, for the term of July 1, 2020, through June 30, 2023;

WHEREAS, on August 1, 2020, COUNTY and CONTRACTOR modified the Agreement to add Network Security and Privacy Liability Insurance;

WHEREAS, COUNTY desires to increase funding for the provision of additional Family Resource Center and Family Stabilization Services to clients; amend Subparagraph 22.1 of the Agreement; amend Subparagraphs 4.16, 5.9.2, 5.10.2, 5.11.2, 5.11.4, 6.4, 8.6, 14.1, 14.4, and 15.4.2 and Paragraph 15 of Exhibit A of the Agreement; and add Subparagraph 5.12 to Exhibit A of the Agreement;

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

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1. Subparagraph 22.1 of the Agreement is hereby amended to read as follows:

22.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$1,420,800 or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

22.1.1 Year One: \$437,500 for July 1, 2020, through June 30, 2021;

22.1.2 Year Two: \$437,500 for July 1, 2021, through June 30, 2022; and

22.1.3 Year Three: \$545,800 for July 1, 2022, through June 30, 2023.

2. Subparagraph 4.16 of Exhibit A of the Agreement is hereby amended to read as follows:

4.16 Services shall be provided in-person or virtually, based on PARTICIPANT's needs, at the FRC, in-home, and/or in satellite sites such as schools and other community locations as mutually agreed upon by CONTRACTOR and ADMINISTRATOR. Confidential space is required for all Clinical Supervision, Family Support Services, Counseling, and Case Management Team services.

3. Subparagraph 5.9.2 of Exhibit A of the Agreement is hereby amended to read as follows:

5.9.2 CONTRACTOR shall provide FS Family Support Services to a minimum of sixty (60) FS FAMILIES annually, or as referred by SSA.

4. Subparagraph 5.10.2 of Exhibit A of the Agreement is hereby amended to read as follows:

5.10.2 CONTRACTOR shall provide FS EA services to a minimum of fifty (50) FS FAMILIES annually.

5. Subparagraph 5.11.2 of Exhibit A of the Agreement is hereby amended to read as follows:

5.11.2 CONTRACTOR shall provide FS EHA services to a minimum of forty-five (45) FS FAMILIES annually. FS FAMILIES must be participating in the CalWORKs FS Program and experiencing a housing crisis that destabilizes the family and impairs

the ability to participate in WTW activities.

6. Subparagraph 5.11.4 of Exhibit A of the Agreement is hereby amended to read as follows:

5.11.4 FS EHA services shall include an assessment of emergency housing needs. The assessment shall be completed by the FS Family Support Advocate in consultation with CalWORKs FS Case Manager, contracted provider or COUNTY designated staff and include recommendation(s) to meet the emergency housing needs of FS FAMILY. The assessment and recommendation(s) shall be completed and submitted to the FRC Coordinator within twenty-four (24) hours. All FS EHA payments in excess of five hundred dollars (\$500) per FAMILY must be requested in advance and in writing for approval by ADMINISTRATOR. CONTRACTOR shall research available community resource options prior to utilizing EHA funds.

7. Subparagraph 5.12 is hereby added to Exhibit A of the Agreement to read as follows:

5.12 Emergency Assistance

5.12.1 The objective of Emergency Assistance (EA) services is to help stabilize families in crisis due to inability to meet their basic needs.

5.12.2 CONTRACTOR shall provide EA services for a minimum of sixty (60) FAMILIES annually.

5.12.3 EA services shall include an assessment of emergency needs and promote family self-sufficiency. The assessment shall be completed by qualified FRC staff and include recommendation(s) to meet the emergency needs of the PARTICIPANTS and a plan on how to circumvent the circumstances that lead to the crisis. Recommendations for use of EA funds shall be in accordance with Subparagraph 6.4 of Exhibit A.

5.12.4 CONTRACTOR shall provide EA services primarily at the FRC and other community locations, as needed. Services shall be offered during FRC hours of operation or at dates and times convenient for the PARTICIPANT. CONTRACTOR shall provide EA services

continuously throughout the term of this Agreement.

8. Subparagraph 6.4 of Exhibit A of the Agreement is hereby amended to read as follows:

6.4 CONTRACTOR shall use EA funds to meet the basic needs of PARTICIPANTS in support of services as described herein. Allowable costs include emergency food, emergency clothing, diapers, medicine, hygiene items, household items, transportation payment assistance to access services, safety items, housing payment assistance and utility payment assistance, or other allowable costs, as approved in advance by ADMINISTRATOR. All purchases from EA funds in excess of two hundred dollars (\$200) per PARTICIPANT must be requested in advance and in writing for approval by ADMINISTRATOR. Housing payment assistance and utility payment assistance in excess of five hundred dollars (\$500) per FAMILY shall be provided no more than one (1) time per fiscal year for each FAMILY, or as approved in advance and in writing by ADMINISTRATOR. CONTRACTOR shall research available community resource options prior to utilizing EA funds.

9. Subparagraph 8.6 of Exhibit A of the Agreement is hereby amended to read as follows:

8.6 In addition to the FaCT Registration form and/or FaCT Large Group Tracking form, the following assessment tool(s) required for each core service include:

Core Service	Required Assessment Tool(s)
CMT	CMT Tracking & Outcomes Log
Emergency Assistance	Emergency Assistance Assessment
Information & Referral Services	Information & Referral Tracking Log
Family Support Services	Family Development Matrix
Counseling Services	Protective Factors Counseling Survey
Parenting Education	Protective Factors Parenting Survey
Personal Empowerment Program	PEP Pre/Post Test

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

14.1 For the three (3) COUNTY fiscal years (July 1 through June 30) included during the term of this Agreement, the maximum budget for services provided pursuant to Exhibit A of this Agreement shall not exceed \$1,420,800.

11. Subparagraph 14.4 of Exhibit A of the Agreement is hereby amended to read as follows:

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

<u>FRC Services</u>	YEAR ONE	YEAR TWO	YEAR THREE
Direct Service Costs ⁽¹⁾	\$ 330,334	\$ 330,334	\$ 352,462
Indirect Costs ⁽²⁾	\$ 19,666	\$ 19,666	\$ 18,338
Total FRC Services Expense:	\$ 350,000	\$ 350,000	\$ 370,800
<u>Family Stabilization Services</u>			
FS Direct Service Costs ⁽¹⁾	\$ 78,862	\$ 78,865	\$ 157,500
FS Indirect Costs ⁽²⁾	\$ 8,638	\$ 8,635	\$ 17,500
Total FS Services Expense:	\$ 87,500	\$ 87,500	\$ 175,000
TOTAL MAXIMUM OBLIGATION:	\$ 437,500	\$ 437,500	\$ 545,800

(1) Direct Service Costs are costs that are incurred and specifically allocable to the provision of services identified in this Agreement. 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.

(2) Indirect Costs are costs that are incurred for an organization's common objectives and that cannot be readily identified with a particular final cost objective.

12. Paragraph 15 of Exhibit A of the Agreement is hereby amended to read as follows:

15. STAFF

CONTRACTOR shall provide the following described staff positions continuously throughout the term of the Agreement:

<u>Position</u>	FTE ⁽¹⁾	Maximum Hourly Rate ⁽²⁾
FRC Services		
CMT Clinical Supervisor	0.05	\$38.94
Community Engagement Coordinator	0.30	\$25.50
Counselor	0.50	\$33.08

Family Support Advocate	2.00	\$20.57
FRC Coordinator	1.00	\$35.00
Information and Referral Specialist	1.00	\$23.10
FS Services		
FS Family Support Advocate	1.50	\$25.30

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

15.1 Recruitment Practices

15.1.1 CONTRACTOR shall use a formal recruitment plan, which complies with federal and State employment and labor regulations. CONTRACTOR shall hire staff with the education, language skills, and experience necessary to appropriately perform all functions as described in this Agreement.

15.1.2 CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seventy-two (72) hours of any staffing vacancies or filling of vacant positions that occur during the term of this Agreement. For resignations, CONTRACTOR's notification shall include employee's name, position title, date of resignation, a description of planned recruitment activities, and the CONTRACTOR's contingency plan to cover services during the vacancy. For new hires, CONTRACTOR's notification shall include candidate's resume or application, position title, and date of hire.

15.1.3 The number of direct service bilingual staff proposed should include how

staffing will meet the needs of the community to be served.

15.1.4 CONTRACTOR may be required to submit employer's bilingual certification criteria and/or test results to ADMINISTRATOR.

15.2 CMT Clinical Supervisor

15.2.1 Duties: A licensed clinician shall facilitate case management team group process, ensure thorough assessment and linkages for families to resources, and ensure team and/or staff members follow up on all mandated reporting requirements. Responsibilities include, but are not limited to: verify and track attendance of required CMT members; ensure PARTICIPANT confidentiality/release forms are signed by PARTICIPANT and CMT members; review the laws of confidentiality and child and elder/dependent adult abuse reporting on an annual basis, and ensure compliance for each case presented; ensure all CMT cases conferenced are multiple needs cases (i.e., not just information and referral); facilitate weekly review of CMT cases, including a thorough assessment of needs, treatment plan, follow up plan, and termination; provide and coordinate ongoing cross-training to CMT on clinical training needs; ensure families are invited to the CMT meetings; maintain weekly case logs and registration forms for each case conferenced at CMT; complete standardized CMT assessment tools, ensuring COUNTY required CMT data is accurately entered into FaCT database; and actively engage new collaborative partners and/or other COUNTY agency representatives to conference cases that would benefit families.

15.2.2 Qualifications: A Licensed Clinical Social Worker, Marriage and Family Therapist, or Licensed Clinical Psychologist. A minimum of one (1) year of group/meeting facilitation experience and proficiency in English is required.

15.3 Community Engagement Coordinator

The Community Engagement Coordinator shall not be a current member of the CEAC.

15.3.1 Duties: To assist in advocacy for the expansion of the FRC CEAC and Youth Action Council programs and activities focusing on issues that affects the health, well-being, and public safety of residents in the FRC community. Oversee community organizing, volunteer recruitment and training, problem solving, and developing and implementing an outreach plan. In addition, support the efforts of local programs to explore donation and service opportunities for the FRC; develop and promote FRC volunteer project activities; develop and maintain regular contact with community organizations; coordinate and communicate with FRC Coordinator, attend all required meetings and trainings, administer FaCT-approved measurement tools, and enter the results into the FaCT database.

15.3.2 Qualifications:

Option One (1): An Associate's degree or sixty (60) college units in human services or related field from an accredited college/university; one (1) year of experience, including leadership/supervisory experience, providing direct services to the target population; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; and computer competency. Proficiency in English is required. Based on community need, bilingual proficiency may be required; or

Option Two (2): Three (3) years of experience, including one (1) year of leadership/supervisory experience, providing direct services to the target population; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; and computer

competency. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

15.4 Counselor

15.4.1 Duties: The counselor shall: provide therapy, including assessment, treatment planning, termination, and documentation; communicate applicable case related information to SSA staff, as requested; and complete FaCT designated measurement tools and enter all required data into the FaCT database.

15.4.2 Qualifications: Licensed clinician registered with the State of California Department of Consumer Affairs, Board of Behavioral Sciences (BBS); or graduate behavioral science degree intern. All associates and interns must be receiving direct clinical supervision in accordance with BBS requirements. It is the responsibility of the licensed clinical supervisor to ensure that the extent, kind, and quality of clinical services performed is consistent with the training and experience of the associate and/or intern. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

15.5 Family Support Advocate

15.5.1 Duties: Responsible for serving all Family Support Services referrals. Services shall include, but not limited to: assessing family strengths and needs; linkages to resources; case planning; in-home services; communicating applicable case related information to SSA staff, as requested; compiling and maintaining records; preparing reports; presenting cases at CMT meetings; completing FaCT designated measurement tools and entering all required data into the FaCT database; and attending all required FaCT meetings and trainings.

15.5.2 Qualifications:

Option One (1): Bachelor's degree in human services or related field from an accredited university. Proficiency in English is required. Based on community need, bilingual proficiency may be required; or

Option Two (2): A minimum of three (3) years of experience providing direct services to the target population. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

15.6 FRC Coordinator

15.6.1 Duties: FRC Coordinator's work schedule shall be consistent with FRC operating hours and their workspace shall be located at the FRC. Perform a variety of administrative functions, including: coordinate service providers; supervise FRC staff; oversee the day-to-day operation of the FRC; compile statistical and financial data for various reports; facilitate community involvement in the CEAC; coordinate governance and policy procedure development; coordinate training opportunities for staff; prepare and monitor program budget; perform outreach to community businesses and schools; market FRC services within the community; initiate outreach to new partners and service providers; address public inquiries regarding services, procedures, operations and regulations; facilitate FRC partners and staff meetings and ensure completion of meeting minutes; complete all required documentation; attend required FaCT meetings and trainings; and perform related duties as assigned.

15.6.2 Qualifications:

Option One (1): Bachelor's degree (Master's degree preferred) in social work, sociology, psychology, or related field from an accredited university and two (2) years of experience providing direct services to the target population; capable of relating well to individuals from diverse

backgrounds, cultures, varied income, and education levels; leadership and/or supervisory experience; ability to work successfully in a collaborative environment; attention to detail; and computer competency. Proficiency in English is required. Based on community need, bilingual proficiency may be required; or

Option Two (2): A minimum of five (5) years of experience providing direct services to the target population; capable of relating well to individuals from diverse backgrounds, cultures, varied income, and education levels; leadership and/or supervisory experience; ability to work successfully in a collaborative environment; attention to detail; and computer competency. Proficiency in English is required. Based on community need, bilingual proficiency may be required.

15.7 FS Family Support Advocate

15.7.1 Duties: Responsible for serving all Family Support Services referrals. Services shall include, but not limited to: assessing family strengths and needs; linkages to resources; case planning; in-home services; communicating applicable case related information to SSA staff, as requested; compiling and maintaining records; preparing reports; presenting cases at CMT meetings; completing FaCT designated measurement tools and entering all required data into the FaCT database; and attending all required FaCT meetings and trainings.

15.7.2 Qualifications:

Option One (1): Bachelor's degree in human services or related field from an accredited university. Proficiency in English is required. Based on community need, bilingual proficiency may be required; or

Option Two (2): A minimum of three (3) years of experience providing direct services to the target population. Proficiency in English is

required. Based on community need, bilingual proficiency may be required.

15.8 Information and Referral Specialist

15.8.1 Duties: Responsible for responding to walk-in, call-in, and referred PARTICIPANTS seeking community resources. Assess PARTICIPANTS's immediate needs and make referrals to appropriate resources. Administer FaCT-approved tracking tool and enter results into the FaCT database.

15.8.2 Qualifications: High school diploma or equivalent, one (1) year of customer service experience working directly with the public, and computer competency (i.e., knowledge and ability to use computers and related technology). Proficiency in English is required. Based on community need, bilingual proficiency may be required.

13. 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.

14. All other terms and conditions of the Agreement, including those terms and conditions as modified on August 1, 2020, 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: HUMAN OPTIONS, INC.

Maricela Rios-Fraust

Chief Executive Officer

Print Name

Title

DocuSigned by:
Maricela Rios-Fraust
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Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Deputy Purchasing Agent
Title

Signature

Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost

Deputy County Counsel

Print Name

Title

DocuSigned by:
Carolyn S. Frost
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Signature

Date