

THIRD AMENDMENT TO AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
1736 FAMILY CRISIS CENTER  
FOR THE PROVISION OF  
CalWORKs HOUSING SUPPORT PROGRAM SERVICES

THIS THIRD AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number WMR0919 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 1736 Family Crisis Center, a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Amendment shall be administered by the County of Orange Social Services Agency, hereinafter referred to as "ADMINISTRATOR." 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, 2020, COUNTY and CONTRACTOR entered into an Agreement for the provision of California Work Opportunity and Responsibility to Kids Housing Support Program (HSP) services, for the term of July 1, 2020, through June 30, 2023;

WHEREAS, FIRST AMENDMENT was issued to increase funding for the provision of additional HSP Services to clients referred to CONTRACTOR by COUNTY and amend Subparagraph 20.1 of the Agreement and Subparagraphs 5.4 and 16.1 of Exhibit A of the Agreement;

WHEREAS, SECOND AMENDMENT was issued to increase funding for the provision of HSP Services to clients referred to CONTRACTOR by COUNTY and amend Subparagraph 20.1 of the Agreement and Subparagraph 16.1 of Exhibit A of the Agreement;

WHEREAS, COUNTY desires to amend Subparagraph 20.1 of the Agreement; amend Paragraph 1 and Subparagraph 16.1 of Exhibit A of the Agreement; and add Subparagraph 2.12 to Exhibit A of the Agreement;

WHEREAS, CONTRACTOR agrees to such amendments 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. Subparagraph 20.1 of the Agreement is hereby amended to read as follows:

20.1 Maximum Contractual Funding Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$9,500,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

20.1.1 \$2,500,000 for July 1, 2020, through June 30, 2021;

20.1.2 \$2,500,000 for July 1, 2021, through June 30, 2022; and

20.1.3 \$4,500,000 for July 1, 2022, through June 30, 2023.

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

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services to client(s) referred by ADMINISTRATOR in accordance with California Work Opportunity and Responsibility to Kids Act of 1997 (CalWORKs), State and federal regulation, and/or COUNTY policy, hereafter referred to as "CLIENT(s)."

1.2 CLIENT(s) include, but are not limited to, individuals and/or families:

1.1.1 Experiencing homelessness or at-risk of homelessness, including individuals and/or families who have not yet received an eviction notice, and for whom housing instability would be a barrier to self-sufficiency or child well-being.

1.2.1 CalWORKs Family Reunification (AB 429) case: The continuation of CalWORKs services when a child has been removed from the home and is receiving out-of-home care.

1.3 CLIENT(s) referred by ADMINISTRATOR not defined above in Subparagraph 1.1 and Subparagraph 1.2 of Attachment A may be referred for services as determined by ADMINISTRATOR.

3. Subparagraph 16.1 of Exhibit A of the Agreement is hereby amended to read as follows:

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

Annual Budget Period for July 1, 2020 – June 30, 2021

STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>Position Type <sup>(1)</sup></u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>FTEs<sup>(3)</sup></u>	<u>Amount</u>
Director of Domestic Violence Housing and Rapid Rehousing Services	D	\$52.88	0.40	
Case Manager/RRH/DV Housing Supervisor	D	36.06	1.50	
Lead Case Manager	D	28.85	1.00	
Case Manager/Housing Navigator	D	27.04	7.20	
Case Manager/Employment Specialist	D	27.04	2.00	
Hotline Worker	D	20.63	1.00	
Director of Clinical Services	D	60.10	0.10	
Director of Residential Housing Services	D	60.10	0.15	
Residential Services & Housing Supervisor	D	48.08	0.15	
Director of Operations	D	120.19	0.25	
Director of Resource Development	D	64.30	0.15	
Volunteer and Outreach Worker	D	28.12	0.25	
Employment Services Coordinator	D	39.06	1.00	
Assistant Employment Services Coordinator	D	33.05	1.00	

Employment Services Coordinator Support / CalWORKs Specialist	D	48.08	0.25	
Accounts Payable office assistance	A	30.00	0.40	
Data Analyst and Reports Coordinator	A	33.05	0.10	
Program Records Assistant	A	51.08	0.10	
Senior Director of Community Response and Relations	A	100.96	0.05	
Staffing Subtotal				\$262,413
EMPLOYEE BENEFITS (40%)( <sup>4</sup> )				<u>\$104,965</u>
TOTAL SALARIES AND BENEFITS				\$367,378
TOTAL SERVICES AND SUPPLIES( <sup>5</sup> )( <sup>7</sup> )				\$46,404
TOTAL OPERATING EXPENSES( <sup>8</sup> )				\$47,853
TOTAL DIRECT FINANCIAL ASSISTANCE				\$1,743,023
INDIRECT COSTS (15%) ( <sup>6</sup> )				<u>\$295,34</u>
<b>MAXIMUM OBLIGATION JULY 1, 2020 - JUNE 30, 2021</b>				<b>\$2,500,000</b>

Annual Budget Period for July 1, 2021 – June 30, 2022

STAFFING AND BENEFITS:

STAFFING	<u>Position Type <sup>(1)</sup></u>	<u>Maximum Hourly Rate<sup>(2)</sup></u>	<u>FTEs<sup>(3)</sup></u>	<u>Amount</u>
Director of Domestic Violence Housing and Rapid Rehousing Services	A	\$68.15	0.50	
Case Managers	D	39.06	12.00	
Managing Director of Programs, Planning and Communications	A	90.87	0.25	
Residential Services & Housing Supervisor	D	51.92	0.50	

Community Education Specialist and Projects Manager	A	64.90	0.20	
Director of Finance, Controller and Contracts Associate	A	120.07	0.10	
Staff Accountant	A	45.43	0.75	
Accounts Payable, Office Assistant	A	35.69	0.80	
Data, Reports, and Systems Manager	A	57.27	0.25	
Training, Recruitment, and Support Specialist	A	51.92	0.40	
Staffing Subtotal				\$375,026
EMPLOYEE BENEFITS (36.7%)( <sup>4</sup> )				<u>\$149,211</u>
TOTAL SALARIES AND BENEFITS				\$524,237
TOTAL SERVICES AND SUPPLIES( <sup>5</sup> )( <sup>7</sup> )				\$41,152
TOTAL OPERATING EXPENSES( <sup>8</sup> )				\$48,808
TOTAL DIRECT FINANCIAL ASSISTANCE				\$1,545,636
INDIRECT COSTS (15%) ( <sup>6</sup> )				<u>\$340,16</u>
<b>MAXIMUM OBLIGATION JULY 1, 2021 - JUNE 30, 2022</b>				<b>\$2,500,000</b>

Annual Budget Period for July 1, 2022 – June 30, 2023

STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>Position Type</u> ( <sup>1</sup> )	<u>Maximum Hourly Rate</u> ( <sup>2</sup> )	<u>FTEs</u> ( <sup>3</sup> )	<u>Amount</u>
Residential Services & Housing Supervisor	D	\$51.92	0.75	
Housing Support Program Supervisor	D	42.19	1.00	
Case Managers	D	39.06	10.00	

Director of Domestic Violence Housing and Rapid Rehousing Services	A	68.15	0.30	
Community Education Specialist and Projects Manager	A	64.90	0.10	
Director of Finance, Controller, and Contracts Associate	A	120.07	0.10	
Staff Accountant	A	45.43	0.30	
Accounts Payable, Office Assistant	A	35.69	0.40	
Data, Reports, and Systems Manager	A	57.27	0.15	
Training, Recruitment, and Support Specialist	A	51.92	0.20	
Staffing Subtotal				\$724,926
EMPLOYEE BENEFITS (40%) <sup>(4)</sup>				<u>\$289,971</u>
TOTAL SALARIES AND BENEFITS				\$1,014,897
TOTAL SERVICES AND SUPPLIES <sup>(5)(7)</sup>				\$65,000
TOTAL OPERATING EXPENSES <sup>(8)</sup>				\$114,229
TOTAL DIRECT FINANCIAL ASSISTANCE				\$2,727,317
INDIRECT COSTS (15%) <sup>(6)</sup>				<u>\$578,55</u>
<b>MAXIMUM OBLIGATION JULY 1, 2022 - JUNE 30, 2023</b>				<b>\$4,500,000</b>

<sup>(1)</sup> 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. Proposed administrative and direct service-related costs should be held to no more than forty percent (40%) of the proposed

budget year. CONTRACTOR shall budget a minimum of sixty percent (60%) of total costs for direct financial assistance, including rental subsidies, rental application fees, security deposits, utility deposits, utility payments, moving costs, rental arrears, temporary housing, and making the home habitable.

(2) Maximum hourly rate which will be permitted during the term of this Agreement; 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 Agreement. This percentage is based on a 40-hour workweek. 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.

(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. The overall benefit rate shall not exceed forty percent (40%) 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 annual single audit cost, fringe benefits, operating expenses associated with administration, rent, parking, occupancy cost, office expenses, telephone, insurance cost, fiscal department, human resources department, etc. Per the federally negotiated rate agreement, indirect costs reflect fifteen percent (15%) of staff salaries (not including benefits). In the event the 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) Office expenses include Personal Protective Equipment.

(8) Maintenance includes janitorial deep cleaning services.

4. Subparagraph 2.12 is hereby added to Exhibit A of the Agreement to read as follows:

2.12 At-Risk of Homelessness: An individual or family who: is experiencing housing instability, including recipients who have not yet received an eviction notice, and for whom housing instability would be a barrier to self-sufficiency or child well-being; have no subsequent permanent residence secured; and lack resources or support networks needs to stabilize their unique housing situation and secure permanent housing. This definition of “at-risk of homelessness” is inclusive of, but not limited to the HUD definition of “at-risk of homelessness” under 24 Code of Federal Regulations section 91.5.

5. 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.
6. All other terms and conditions of the Agreement shall remain the same and in full force and in effect.



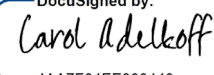
IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment to Agreement the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any 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: 1736 FAMILY CRISIS CENTER**

Carol Adelskoff

Executive Director/CEO

Print Name

DocuSigned by:  
  
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Title

11/18/2022 | 12:24:59 PM PST

Signature

Date

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**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

DocuSigned by:  
  
D3AB98D76D0B425...

Title

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Signature

Date