

AMENDMENT TWO TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.
FOR THE PROVISION OF CHILD ABUSE PREVENTION AND INTERVENTION
SERVICES

THIS AMENDMENT TWO, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CPY0318 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 NEW ALTERNATIVES, INC., 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.”

W I T N E S S E T H

WHEREAS, on July 1, 2018, COUNTY and CONTRACTOR entered into an Agreement for the provision of In-Home Coaching Services and Monitored and Supervised Visitation for child abuse prevention and intervention services with Transportation Services, for the term of July 1, 2018, through June 30, 2021;

WHEREAS, FIRST AMENDMENT was issued to renew the Agreement for an additional twelve (12) months from July 1, 2021, through June 30, 2022; amend Paragraphs 1 and 42 of the Agreement; amend Subparagraphs 6.1, 8.3.3, 8.4.2.3 and 19.1 of the Agreement; add Subparagraphs 7.3, 13.5, 13.6 and Paragraph 47 to the Agreement; amend Subparagraphs 4.3 and 11.1 of Exhibit A of the Agreement; add Subparagraphs 2.5.4 to Exhibit A of the Agreement; and amend Subparagraphs 5.11 and 12.1, and add Subparagraph 2.1.4 to Exhibit B of the Agreement;

WHEREAS, COUNTY desires to renew the Agreement for an additional twelve (12) months from July 1, 2022, through June 30, 2023;

WHEREAS, COUNTY desires to amend Paragraph 1, Subparagraph 19.1 and Subparagraph 38.2.4 of the Agreement;

WHEREAS, COUNTY desires to amend Subparagraphs 2.4, 2.5, and 11.1 of Exhibit A of the Agreement;

WHEREAS, COUNTY desires to add Subparagraph 2.1.5 and amend Subparagraph 12.1 of Exhibit B of the Agreement;

WHEREAS, CONTRACTOR agrees to such renewal 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, 2018, and terminate on June 30, 2022~~3~~, unless earlier terminated pursuant to the provisions of Paragraph 44 of this Agreement; provided, 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. ~~This Agreement may be renewed thereafter for one (1) additional one year term upon mutual agreement of both Parties. The COUNTY does not have to provide a reason if it elects not to renew this Agreement.~~”

2. Subparagraph 19.1 of the Agreement is hereby amended to read as follows:

“19.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Amendment shall be \$6,234,440, or actual allowable costs, whichever is less. The annual amount for each twelve (12) month period is as follows:

19.1.1 \$1,306,888 for July 1, 2018, through June 30, 2019;

19.1.2 \$1,306,888 for July 1, 2019, through June 30, 2020;

19.1.3 \$1,306,888 for July 1, 2020, through June 30, 2021;

19.1.4 \$1,106,888 for July 1, 2021, through June 30, 2022; and

19.1.5 \$1,206,888 for July 1, 2022, through June 30, 2023.

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, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2019, 2020, 2021, ~~and 2022~~ and 2023, during the month of such anticipated expenditure.”

3. Subparagraph 38.2.4 of the Agreement is hereby amended to read as follows:

“38.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies> [https://cio.ocgov.com/egovernment-policies.](https://cio.ocgov.com/egovernment-policies)”

4. Subparagraph 2.4 of Exhibit A of the Agreement is hereby amended to read as follows:

“2.4 CONTRACTOR shall ~~complete~~ schedule an initial home visit within ten (10) calendar days for ~~ninety~~ eighty percent (980%) of referred FAMILIES, once initial contact is made.”

5. Subparagraph 2.5 of Exhibit A of the Agreement is hereby amended to read as follows:

“2.5 CONTRACTOR shall ensure FAMILIES will successfully complete IHCS as follows:

2.5.1 Minimum of seventy percent (70%) of referred FAMILIES will complete IHCS per the goals on the Assessment and Treatment Plan (ATP) in Year One (1) as described in Subparagraph 4.17 of this Exhibit.

2.5.2 Minimum of eighty percent (80%) of referred FAMILIES will complete IHCS per the goals on the ATP in Year Two (2).

2.5.3 Minimum of eighty-five percent (85%) of referred FAMILIES will complete IHCS per the goals on the ATP in Year Three (3).

2.5.4 Minimum of eighty-five percent (85%) of FAMILIES will complete IHCS by

successfully meeting the goals on the ATP in Year Four (4).

2.5.5 Minimum of eighty-five percent (85%) of referred FAMILIES will complete IHCS by successfully meeting the goals on the ATP in Year Five (5)."

6. Subparagraph 11.1 of Exhibit A of the Agreement is hereby amended to read as follows:

"11.1 The annual budget for the period of July 1, 2018, to June 30, 2021, for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

| <u>SALARIES</u> | <u>FTE⁽¹⁾</u> | Maximum Hourly <u>Rate⁽²⁾</u> | Annual <u>Budget</u> |
|--|--------------------------|--|-------------------------|
| <u>DIRECT SERVICE POSITIONS</u> | | | |
| Program Supervisor | 1.00 | \$31.00 | \$58,240 |
| Counselor I | 2.00 | \$22.75 | \$82,160 |
| Counselor I (Bi-lingual Spanish) | 4.00 | \$22.75 | \$164,320 |
| Paraprofessional | 1.00 | \$20.75 | \$36,920 |
| Paraprofessional (Bi-lingual Spanish) | 2.00 | \$20.75 | \$73,840 |
| Student Intern and/or Volunteer (In-Kind) | <u>1.27</u> | \$16.50 | <u>\$43,586</u> |
| SUBTOTAL DIRECT SERVICE SALARIES | 11.27 | | \$459,066 |
| DIRECT SERVICE BENEFITS ⁽³⁾ (27%) | | | \$112,180 |
| Student Intern/Volunteer (In-Kind Benefits 27%) | | | <u>\$11,768</u> |
| TOTAL DIRECT SALARIES AND BENEFITS | | | \$583,014 |
| <u>ADMINISTRATIVE POSITIONS</u> | | | |
| Clerk | 0.40 | \$20.00 | \$14,144 |
| Accounting/Bookkeeping | <u>0.20</u> | \$37.50 | <u>\$14,352</u> |
| SUBTOTAL ADMINISTRATIVE SALARIES | 0.60 | | \$28,496 |
| ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (27%) | | | \$7,694 |
| SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS | | | <u>\$36,190</u> |
| TOTAL ALL SALARIES AND BENEFITS | | | \$619,204 |
| <u>SERVICES AND SUPPLIES</u> | | | |
| Independent Audit | | | \$900 |
| IT Service Provider | | | \$1,200 |
| Office Expense | | | \$6,400 |

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|---------------------------------------|-----------------|
| Program Expense | \$2,960 |
| Telephone | \$15,260 |
| Mileage ⁽⁴⁾ | \$25,020 |
| Minor Equipment | \$2,700 |
| Advertising | \$188 |
| Donated Items (In-Kind) | <u>\$3,746</u> |
| SUBTOTAL SERVICES AND SUPPLIES | \$58,374 |

OPERATING EXPENSES

| | |
|--|------------------------|
| Facility Lease/Rental | \$10,870 |
| Equipment Lease/Rental | \$3,300 |
| Maintenance | \$2,000 |
| Utilities | \$9,280 |
| Insurance | \$4,960 |
| Facility Lease/Rent (In-Kind) ⁽⁵⁾ | \$5,788 |
| SUBTOTAL OPERATING EXPENSES | <u>\$36,198</u> |

TOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES

\$713,776

Less Match⁽⁵⁾ (at least 10% TOTAL)\$(64,888)**TOTAL ANNUAL MAXIMUM OBLIGATION****\$648,888**

⁽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.

⁽³⁾ 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 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 twenty-seven percent (27%) of the actual salary expense claimed.

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

⁽⁵⁾ The match includes in-kind donations to meet a need directly relevant to IHCS. In-kind donations provided to meet other needs are not allowable under this budget line item.

The annual budget for the period of July 1, 2021, to June 30, 2022, for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

| <u>SALARIES</u> | <u>FTE</u> ⁽¹⁾ | Maximum Hourly Rate ⁽²⁾ | <u>Annual Budget</u> |
|--|---------------------------|--|--------------------------|
| <u>DIRECT SERVICE POSITIONS</u> | | | |
| Program Supervisor | 1.00 | \$31.00 | |
| Counselor I | 1.00 | \$22.75 | |
| Counselor I (Bi-lingual Spanish) | 4.00 | \$22.75 | |
| Paraprofessional | 1.00 | \$20.75 | |
| Student Intern and/or Volunteer (In-Kind) | <u>0.50</u> | \$16.50 | |
| SUBTOTAL DIRECT SERVICE SALARIES | 7.50 | | \$317,770 |
| DIRECT SERVICE BENEFITS ⁽³⁾ (27%) | | | \$60,112 |
| Student Intern/Volunteer (In-Kind Benefits 27%) | | | <u>\$3,443</u> |
| SUBTOTAL DIRECT SALARIES AND BENEFITS | | | \$381,325 |
| <u>ADMINISTRATIVE POSITIONS</u> | | | |
| Clerk | 0.40 | \$20.75 | |
| Accounting/Bookkeeping | <u>0.15</u> | \$37.50 | |
| SUBTOTAL ADMINISTRATIVE SALARIES | 0.55 | | \$24,908 |
| ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (27%) | | | \$4,981 |
| SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS | | | <u>\$29,889</u> |
| TOTAL ALL SALARIES AND BENEFITS | | | \$411,214 |
| Service and Supplies ⁽⁴⁾ | | | \$31,118 |
| Operating Expenses ⁽⁵⁾ | | | \$27,209 |

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|---|-------------------|
| Donated Items (In-Kind) ⁽⁶⁾ | \$6,122 |
| Facility Lease/Rent (In-Kind) | <u>\$18,113</u> |
| TOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES | \$493,776 |
| Total Match for In-Kind Expenses ⁽⁷⁾ | <u>\$(44,888)</u> |
| TOTAL ANNUAL MAXIMUM OBLIGATION | \$448,888 |

⁽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.

⁽³⁾ Employee Benefits include contributions to health insurance; dental insurance; life insurance; long-term disability insurance; accrued vacation time; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and Workers' Compensation. The overall benefit rate shall not exceed twenty-seven percent (27%) of the actual salary expense claimed.

⁽⁴⁾ Services and Supplies include independent audit, IT service provider, office expense, program expense, telephone, mileage (limited to the amount allowed by the IRS), minor equipment, and advertising.

⁽⁵⁾ Operating Expenses include facility lease/rental, equipment lease/rental, maintenance, utilities, and insurance.

⁽⁶⁾ The match includes in-kind donations to meet a need directly relevant to IHCS. In-kind donations provided to meet other needs are not allowable under this budget line item.

⁽⁷⁾ The total match includes \$17,210 for Staffing, \$3,443 for In-Kind Benefits, \$6,122 for Donated Items, and \$18,113 for Facility Lease/Rent.

The annual budget for the period of July 1, 2022, to June 30, 2023, for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

| <u>SALARIES</u> | <u>FTE⁽¹⁾</u> | <u>Maximum</u> | <u>Annual</u> |
|--|--------------------------|---------------------------|------------------|
| | | <u>Hourly</u> | <u>Budget</u> |
| | | <u>Rate⁽²⁾</u> | |
| <u>DIRECT SERVICE POSITIONS</u> | | | |
| <u>Program Supervisor</u> | <u>1.00</u> | <u>\$35.00</u> | |
| <u>Counselor I</u> | <u>1.00</u> | <u>\$26.00</u> | |
| <u>Counselor I (Bi-lingual Spanish)</u> | <u>4.00</u> | <u>\$26.00</u> | |
| <u>Paraprofessional</u> | <u>1.00</u> | <u>\$24.00</u> | |
| <u>Paraprofessional (Bi-lingual Spanish)</u> | <u>1.00</u> | <u>\$24.00</u> | |
| <u>Student Intern and/or Volunteer (In-Kind)</u> | <u>0.53</u> | <u>\$24.00</u> | |
| <u>SUBTOTAL DIRECT SERVICE</u> | | | |
| <u>SALARIES</u> | <u>8.53</u> | | <u>\$391,050</u> |
| <u>DIRECT SERVICE BENEFITS⁽³⁾ (27%)</u> | | | |
| | | | <u>\$74,131</u> |
| <u>Student Intern/Volunteer (In-Kind Benefits 27%)</u> | | | <u>\$4,079</u> |
| <u>SUBTOTAL DIRECT SALARIES AND BENEFITS</u> | | | |
| | | | <u>\$469,260</u> |
| <u>ADMINISTRATIVE POSITIONS</u> | | | |
| <u>Clerk</u> | <u>0.40</u> | <u>\$22.00</u> | |
| <u>Accounting/Bookkeeping</u> | <u>0.15</u> | <u>\$39.00</u> | |
| <u>SUBTOTAL ADMINISTRATIVE SALARIES</u> | | | |
| | <u>0.55</u> | | <u>\$29,484</u> |
| <u>ADMINISTRATIVE SERVICE</u> | | | |
| <u>BENEFITS⁽³⁾ (27%)</u> | | | <u>\$5,896</u> |
| <u>SUBTOTAL ADMINISTRATIVE</u> | | | |
| <u>SALARIES/BENEFITS</u> | | | <u>\$35,380</u> |
| <u>TOTAL ALL SALARIES AND BENEFITS</u> | | | |
| | | | <u>\$504,640</u> |
| <u>Service and Supplies⁽⁴⁾</u> | | | <u>\$38,192</u> |
| <u>Operating Expenses⁽⁵⁾</u> | | | <u>\$30,529</u> |
| <u>Donated Items (In-Kind)⁽⁶⁾</u> | | | <u>\$12,302</u> |
| <u>Facility Lease/Rent (In-Kind)</u> | | | <u>\$18,113</u> |

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| <u>TOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES</u> | <u>\$603,776</u> |
| <u>Total Match for In-Kind Expenses⁽⁷⁾</u> | <u>\$(54,888)</u> |
| <u>TOTAL ANNUAL MAXIMUM OBLIGATION</u> | <u>\$548,888</u> |
| <u>TOTAL MAXIMUM COUNTY OBLIGATION FOR FISCAL YEARS 2018-23</u> | <u>\$2,944,440</u> |

(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.

(3) Employee Benefits include contributions to health insurance; dental insurance; life insurance; long-term disability insurance; accrued vacation time; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and Workers' Compensation. The overall benefit rate shall not exceed twenty-seven percent (27%) of the actual salary expense claimed.

(4) Services and Supplies include independent audit, IT service provider, office expense, program expense, telephone, mileage (limited to the amount allowed by the IRS), minor equipment, and advertising.

(5) Operating Expenses include facility lease/rental, equipment lease/rental, maintenance, utilities, and insurance.

(6) The match includes in-kind donations to meet a need directly relevant to IHCS. In-kind donations provided to meet other needs are not allowable under this budget line item.

(7) The total match includes \$20,394 for Staffing, \$4,079 for In-Kind Benefits, \$12,302 for Donated Items, and \$18,113 for Facility Lease/Rent."

7. Subparagraph 2.1.5 is hereby added to Exhibit B of the Agreement to read as follows:

“2.1.5 Minimum of 13,660 hours of direct services in Year Five (5) of the Agreement.”

8. Subparagraph 12.1 of Exhibit B of the Agreement is hereby amended to read as follows:

“The annual budget for the period of July 1, 2018, to June 30, 2022, for services provided pursuant to Exhibit B of this Agreement is set forth as follows:

| <u>SALARIES</u> | <u>FTE</u> ⁽¹⁾ | <u>Maximum Hourly Rate</u> ⁽²⁾ | <u>Annual Budget</u> |
|---|---------------------------|---|--------------------------|
| <u>DIRECT SERVICE POSITIONS</u> | | | |
| Monitored Visitation and Transportation Specialist | 0.50 | \$23.00 | |
| Transportation Specialist | 1.00 | \$20.00 | |
| Student Intern/Volunteer (In-Kind) ⁽⁶⁾ | 0.29 | \$16.50 | |
| Monitored Visitation and Transportation Specialist, Bi. Vietnamese | 0.50 | \$23.00 | |
| Monitored Visitation and Transportation Specialist, Bi. Spanish | 4.00 | \$23.00 | |
| Transportation Specialist, Bi. Spanish | <u>2.00</u> | \$20.00 | |
| SUBTOTAL DIRECT SERVICE SALARIES | | | \$323,980 |
| DIRECT SERVICE BENEFITS⁽³⁾ (24.20%) | | | \$76,008 |
| Student Intern/Volunteer (In-Kind Benefits 24.20%) ⁽³⁾⁽⁶⁾ | | | <u>\$2,396</u> |
| TOTAL DIRECT SALARIES AND BENEFITS | | | \$402,384 |
| <u>ADMINISTRATIVE POSITIONS</u> | | | |
| Program Supervisor | 1.00 | \$36.00 | |
| Scheduler | 1.00 | \$27.75 | |
| Accounting/Bookkeeping | 0.10 | \$37.50 | |
| SUBTOTAL ADMINISTRATIVE SALARIES | | | \$118,186 |
| ADMINISTRATIVE SERVICE BENEFITS⁽³⁾ (24.20%) | | | <u>\$28,600</u> |
| TOTAL ADMINISTRATIVE SALARIES/BENEFITS | | | \$146,786 |
| TOTAL ALL SALARIES AND BENEFITS | | | \$549,170 |

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|--|------------------|
| Services and Supplies ⁽⁴⁾ | \$80,620 |
| Operating Expenses ⁽⁵⁾ | \$40,506 |
| Donated Items (In-Kind) ⁽⁶⁾ | \$1,856 |
| Facility Lease/Rent (In-Kind) ⁽⁷⁾ | \$51,648 |
| TOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES | \$723,800 |
| Total Match for In-Kind ⁽⁶⁾ Expenses | \$(65,800) |
| TOTAL ANNUAL MAXIMUM OBLIGATION | \$658,000 |

⁽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.

⁽³⁾ Employee Benefits include contributions to health insurance; dental insurance; life insurance; long-term disability insurance; accrued vacation time; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and Workers' Compensation. The overall benefit rate shall not exceed 24.20% of the actual salary expense claimed.

⁽⁴⁾ Services and Supplies include independent audit, IT service provider, office expense, program expense, telephone, mileage (limited to the amount allowed by the IRS), Gas, Oil, vehicle rent, minor equipment, and advertising.

⁽⁵⁾ Operating Expenses include facility lease/rental, equipment lease/rental, maintenance, utilities, and insurance.

⁽⁶⁾ The match includes in-kind donations to meet a need directly relevant to MSVT. In-kind donations provided to meet other needs are not allowable under this budget line item.

⁽⁷⁾ The total match includes \$9,900 for Staffing, \$2,396 for In-Kind Benefits, \$1,856 for Donated Items, and \$51,648 for Facility Lease/Rent.

The annual budget for the period of July 1, 2022, to June 30, 2023, for services provided pursuant to Exhibit B of this Agreement is set forth as follows:

| <u>SALARIES</u> | <u>FTE⁽¹⁾</u> | <u>Maximum Hourly Rate⁽²⁾</u> | <u>Annual Budget</u> |
|--|--------------------------|--|--------------------------|
| <u>DIRECT SERVICE POSITIONS</u> | | | |
| <u>Monitored Visitation and Transportation Specialist</u> | <u>0.50</u> | <u>\$25.00</u> | |
| <u>Transportation Specialist</u> | <u>1.00</u> | <u>\$21.00</u> | |
| <u>Student Intern/Volunteer (In-Kind)⁽⁶⁾</u> | <u>0.27</u> | <u>\$21.00</u> | |
| <u>Monitored Visitation and Transportation Specialist, Bi. Vietnamese</u> | <u>0.50</u> | <u>\$25.00</u> | |
| <u>Monitored Visitation and Transportation Specialist, Bi. Spanish</u> | <u>4.00</u> | <u>\$25.00</u> | |
| <u>Transportation Specialist, Bi. Spanish</u> | <u>2.00</u> | <u>\$21.00</u> | |
| <u>SUBTOTAL DIRECT SERVICE SALARIES</u> | <u>8.27</u> | | <u>\$329,670</u> |
| <u>DIRECT SERVICE BENEFITS⁽³⁾ (24.20%)</u> | | | <u>\$77,266</u> |
| <u>Student Intern/Volunteer (In-Kind Benefits 24.20%)⁽³⁾⁽⁶⁾</u> | | | <u>\$2,514</u> |
| <u>TOTAL DIRECT SALARIES AND BENEFITS</u> | | | <u>\$409,450</u> |
| <u>ADMINISTRATIVE POSITIONS</u> | | | |
| <u>Program Supervisor</u> | <u>1.00</u> | <u>\$35.00</u> | |
| <u>Scheduler</u> | <u>1.00</u> | <u>\$29.00</u> | |
| <u>Accounting/Bookkeeping</u> | <u>0.10</u> | <u>\$39.00</u> | |
| <u>SUBTOTAL ADMINISTRATIVE SALARIES</u> | <u>2.10</u> | | <u>\$123,386</u> |
| <u>ADMINISTRATIVE SERVICE BENEFITS⁽³⁾ (24.20%)</u> | | | <u>\$29,858</u> |
| <u>TOTAL ADMINISTRATIVE SALARIES/BENEFITS</u> | | | <u>\$153,244</u> |
| <u>TOTAL ALL SALARIES AND BENEFITS</u> | | | <u>\$562,694</u> |

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|--|---------------------------|
| <u>Services and Supplies</u> ⁽⁴⁾ | <u>\$68,604</u> |
| <u>Operating Expenses</u> ⁽⁵⁾ | <u>\$39,606</u> |
| <u>Donated Items (In-Kind)</u> ⁽⁶⁾ | <u>\$1,248</u> |
| <u>Facility Lease/Rent (In-Kind)</u> ⁽⁷⁾ | <u>\$51,648</u> |
| <u>TOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, AND OPERATING EXPENSES</u> | <u>\$723,800</u> |
| <u>Total Match for In-Kind</u> ⁽⁷⁾ Expenses | <u>\$(65,800)</u> |
| <u>TOTAL ANNUAL MAXIMUM OBLIGATION</u> | <u>\$658,000</u> |
| <u>TOTAL MAXIMUM COUNTY OBLIGATION FOR FISCAL YEARS 2018-23</u> | <u>\$3,290,000</u> |

(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.

(3) Employee Benefits include contributions to health insurance; dental insurance; life insurance; long-term disability insurance; accrued vacation time; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and Workers' Compensation. The overall benefit rate shall not exceed 24.20% of the actual salary expense claimed.

(4) Services and Supplies include independent audit, IT service provider, office expense, program expense, telephone, mileage (limited to the amount allowed by the IRS), gas, oil, vehicle rent, minor equipment, and advertising.

(5) Operating Expenses include facility lease/rental, equipment lease/rental, maintenance, utilities, and insurance.

(6) The match includes in-kind donations to meet a need directly relevant to MSVT. In-kind donations provided to meet other needs are not allowable under this budget line item.

(7) The total match includes \$10,390 for Staffing, \$2,514 for In-Kind Benefits, \$1,248 for Donated Items, and \$51,648 for Facility Lease/Rent.”

9. 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.
10. 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 Two to Agreement dated July 1, 2018, in the County of Orange, California. 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: NEW ALTERNATIVES, INC.

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

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

Purchasing Agent/Designee Authorized Signature:

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

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Print Name

Title

Signature

Date