

AMENDMENT TWO TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
OLIVE CREST
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 CMK0418 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 OLIVE CREST, 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 Monitored and Supervised Visitation with Transportation Services for child abuse prevention and intervention 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 Paragraph 47 and Subparagraphs 7.3, 13.5, and 13.6 to the Agreement; amend Subparagraphs 3.1, 5.10, 5.13, and 9.1 of Exhibit A of the Agreement; and add Subparagraphs 2.1.4 and 11.8 to Exhibit A 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 add Subparagraphs 2.1.5 and 11.9 to Exhibit A 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, 202~~23~~, 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 \$3,290,000, or actual allowable costs, whichever is less. The annual amount for each twelve (12) month period is as follows:

19.1.1 \$658,000 for July 1, 2018, through June 30, 2019;

19.1.2 \$658,000 for July 1, 2019, through June 30, 2020;

19.1.3 \$658,000 for July 1, 2020, through June 30, 2021;

19.1.4 \$658,000 for July 1, 2021, through June 30, 2022; and

19.1.5 \$658,000 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>.”

4. Subparagraph 2.1.5 is hereby added to Exhibit A of the Agreement to read as follows:

“2.1.5 Year Five (5) – 13,660 hours.”

5. Subparagraph 11.9 is hereby added to Exhibit A of the Agreement to read as follows:

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

<u>SALARIES</u>	<u>FTE</u> ⁽¹⁾	<u>Position Type</u> ⁽²⁾	<u>Max Hourly Rate</u> ⁽³⁾	<u>Annual Budget</u>
Monitored and Supervised Visitation Specialist	1.00	D	\$20.60	
Transportation Specialist	1.00	D	\$19.60	
Program Supervisor	1.00	D	\$30.90	
Monitored and Supervised Visitation Specialist English/Spanish	5.00	D	\$21.70	
Transportation Specialist English/Spanish	1.00	D	\$19.60	
Scheduler/Program Coordinator English/Spanish	1.00	D	\$22.75	
Program Director	0.075	A	\$50.00	
Regional Programs Director	0.075	A	\$50.00	
Executive Director	0.05	A	\$87.00	
Administrative Assistant	0.50	A	\$19.60	

TOTAL SALARIES	\$407,000
BENEFITS ⁽⁴⁾ (18%)	<u>\$60,000</u>
TOTAL SALARIES AND BENEFITS	\$467,000
Services and Supplies ⁽⁵⁾	\$75,000
Operating Expenses ⁽⁶⁾	\$56,000
Indirect Costs ⁽⁷⁾	\$60,000
In-Kind Donations/Services ⁽⁸⁾	<u>\$65,800</u>
TOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES, OPERATING EXPENSES, INDIRECT COSTS AND IN- KIND DONATIONS/SERVICES	\$723,800
Less Match ⁽⁸⁾ (at least 10% TOTAL)	<u>(65,800)</u>
TOTAL MAXIMUM COUNTY OBLIGATION FOR FY 2022-23	\$658,000
TOTAL CONTRACT MAXIMUM COUNTY FUNDING OBLIGATION FOR FISCAL YEARS 2018-23	\$3,290,000

⁽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⁾ Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include personnel who are integral to service delivery and may include personnel who provide direct face to-face service to clients and/or personnel who supervise/manage direct service personnel. Administrative positions include personnel 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) Employee Benefits include contributions to 401K or retirement plans; health 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 earned during the fiscal year in which such expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed eighteen percent (18%) of the actual salary expense claimed.
- (5) Services and Supplies include cost for equipment, office expenses, program expenses, telephone, training/travel, mileage (limited to the amount allowed by IRS), vehicle costs, and furniture.
- (6) Operating Expenses include facilities/maintenance expense, utilities, and insurance.
- (7) Indirect costs include administrative costs not directly charged to the program, including accounting, payroll, Information Technology, marketing, management, administrative support, and Human Resources.
- (8) The match includes in-kind donations to meet a need directly relevant to monitored and supervised visitation with transportation services. In-kind donations provided to meet other needs are not allowable under this budget line item.”
6. 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.
7. 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: OLIVE CREST

_____	_____
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:

_____	Deputy Purchasing Agent
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

_____	_____
Print Name	Title
_____	_____
Signature	Date