

SECOND AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.
FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY DIRECT SERVICES

THIS SECOND AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number WCB0318 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.”

WITNESSETH

WHEREAS, on July 1, 2018, COUNTY and CONTRACTOR entered into an Agreement for the provision of Wraparound Orange County Direct 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, 6, 13, 14, 19, and 40 and add Paragraph 45 to the Agreement; amend Subparagraphs 1.1.3, 1.1.4, 18.6.32, 18.6.33, and Paragraph 17, and add Subparagraphs 1.1.5 and 18.6.34 to Exhibit A of the Agreement; and add Subparagraphs 1.92 and 1.93 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 and Subparagraphs 19.1, 19.2, and 36.2.4 of the Agreement;

WHEREAS, COUNTY desires to amend Paragraph 17 of 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, ~~2022~~,2023 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. ~~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. Subparagraphs 19.1 and 19.2 of the Agreement are hereby amended to read as follows:

“19.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Amendment shall not exceed the amount of ~~\$13,000~~16,250,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

19.1.1 \$3,250,000 for July 1, 2018 through June 30, 2019;

19.1.2 \$3,250,000 for July 1, 2019 through June 30, 2020;

19.1.3 \$3,250,000 for July 1, 2020 through June 30, 2021; ~~and~~

19.1.4 \$3,250,000 for July 1, 2021 through June 30, 2022; and

19.1.5 \$3,250,000 for July 1, 2022 through June 30, 2023.

19.2 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, 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 36.2.4 of the Agreement is hereby amended to read as follows:

“36.2.4 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.cco/cio/govpolicies~~ <https://cio.ocgov.com/egovernment-policies>.”

4. Paragraph 17 of Exhibit A of the Agreement is hereby amended to read as follows:

“17. BUDGET

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

<u>STAFFING</u>	<u>FTE⁽¹⁾</u>	<u>Position Type⁽²⁾</u>	<u>Maximum Hourly Rate⁽³⁾</u>	<u>Annual Budget</u>
Wraparound Supervisor ⁽⁴⁾	4.0	D	\$31.88 <u>36.00</u>	
Care Coordinator ⁽⁴⁾	12.0	D	26.40 <u>28.00</u>	
Parent Partner ⁽⁴⁾	12.0	D	22.53 <u>28.00</u>	
Youth Partner ⁽⁴⁾	12.0	D	22.53 <u>24.00</u>	
Program Director	1.0	D	45.90 <u>47.00</u>	
Intake Assessment Coordinator	0.5	D	31.85 <u>33.00</u>	
Quality Assurance	1.0	D	23 <u>26.00</u>	
Data Entry Clerk	2.0	A	20 <u>21.00</u>	
Accounting/Bookkeeper	0.7	A	37.50 <u>39.00</u>	
TOTAL SALARIES				\$2, 081,072 <u>110,186</u>
BENEFITS ⁽⁵⁾				\$520,321 <u>501,171</u>
TOTAL SALARIES AND BENEFITS				\$2, 601,393 <u>611,357</u>
SERVICES, SUPPLIES AND OPERATING EXPENSES ⁽⁶⁾				\$ 323,607 <u>313,643</u>
TOTAL SALARIES, BENEFITS, SERVICES, SUPPLIES, AND OPERATING EXPENSES				\$2, 924,947 <u>922,000</u>
WRAPAROUND FLEX FUNDS ⁽⁷⁾				\$ 325,000
TOTAL ANNUAL BUDGET				\$3,250,000

- (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 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) A minimum of fifty percent (50%) of Direct service positions shall be filled with bilingual staff.
- (5) Employee Benefits include contributions to 401(k) 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 twenty-five percent (25%) of the actual salary expense.
- (6) Services and Supplies include costs for independent audit, IT service providers, office expenses, program expenses, telephone, mileage as limited to the amount allowed by IRS, advertising, minor equipment, and training; Operation Expenses include costs for facility lease/rental, equipment lease/rental, maintenance, utilities, and insurance.
- (7) Flex Fund line item may be changed, deleted, or otherwise modified only by ADMINISTRATOR. Flex Funds are not available for use by CONTRACTOR in providing program services without prior written approval by ADMINISTRATOR.”

- 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.

WHEREFORE, the parties hereto have executed this Second Amendment to Agreement dated May 7, 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:

 Print Name Title Deputy Purchasing Agent

 Signature Date

APPROVED AS TO FORM

COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Print Name Title

Signature Date

By: _____ By: _____
TIMOTHY H. FARLEY CHAIRWOMAN
ASSISTANT EXECUTIVE DIRECTOR OF THE BOARD OF SUPERVISORS
NEW ALTERNATIVES, INC. COUNTY OF ORANGE, CALIFORNIA

Dated: _____ Dated: _____

~~SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:~~

ROBIN STIELER
Clerk of the Board
Orange County, California

~~APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA~~

By: _____

DEPUTY

Dated: _____