

CONTRACT AMENDMENT

PLACER COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

DESCRIPTION: Family Advocacy Program
CONTRACT NO. **HHS000175-B**
BEGINS: October 1, 2020
ENDS: June 30, ~~2022~~ **2023**
ADMINISTERING AGENCY: Health and Human Services, Children's System of Care

Description: Second amendment to this contract with CAL VOICES to extend the contract term for a period of one year and increase compensation as appropriate to the addition of services.

WHEREAS, County of Placer (COUNTY) has contracted with **CAL VOICES** (CONTRACTOR) to provide a support and advocacy program to assist families and/or youth in Placer County, and

WHEREAS, COUNTY wishes to exercise its option to extend the contract term for one year, and

WHEREAS, CONTRACTOR has agreed to provide services to assist in this venture as a continuation of services already provided, and

WHEREAS, it is necessary to modify the current agreement to extend the contract term and increase compensation commensurate with the additional time of services,

NOW, THEREFORE, IT IS AGREED BY BOTH PARTIES THAT, EFFECTIVE JULY 1, 2022 the following amendment is made to the original contract, additions are shown in bold, italics, and underline, and deletions are shown in strike-through:

1. Section 3, PAYMENT, is hereby amended as follows:
 3. PAYMENT: COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B-4-~~2~~, titled REVISED Payment Provisions. The payment specified in Exhibit B-4-~~2~~ shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed ONE MILLION FOUR HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED TWENTY-TWO DOLLARS (\$1,489,722). If the additional one-year option to extend this Agreement is exercised as set forth in Section 11 below, the contractual amount will increase in an amount not to exceed ~~EIGHT HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS (\$833,336)~~ ***ONE MILLION FORTY-SEVEN THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS (\$1,047,446)*** for a total contractual obligation not to exceed ~~TWO MILLION THREE HUNDRED TWENTY-THREE THOUSAND FIFTY-EIGHT DOLLARS (\$2,323,058)~~ ***TWO MILLION FIVE HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED SIXTY-EIGHT DOLLARS (\$2,537,168)***. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
2. The first paragraph under Section 5, INVOICES, is hereby amended as follows:
 - 5.1 CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 days of the close of each calendar month with the exception of June billing. For all CEC/Cash Claim contracts, invoices for actual services provided between June 1st and June 15th shall be received by COUNTY by 5pm June 20th, and invoices for actual services provided between June 16th and June 30th shall be received by COUNTY by 5pm July

15th. For all other contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit B-4-2, titled REVISED Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30 day timeline.

3. Section 6, EXHIBITS, is hereby amended as follows:

6. EXHIBITS: All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A-1, Exhibit B-4-2, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.

4. COUNTY is exercising its option to extend this agreement as indicated in Section 11. The contract term is hereby extended for a period of one year, and the amended expiration date shall be June 30, 2023.

5. Exhibit B, Payment Provisions, is hereby amended as shown in Exhibit B-2, REVISED Payment Provisions, attached hereto and incorporated herein by this reference.

6. All other terms and conditions of the original contract shall remain unchanged, and in full force and effect.

// Signatures on the following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this contract amendment as of the day first above stated:

CAL VOICES ("CONTRACTOR")* _____ Signature _____ Print Name <input type="checkbox"/> Chair of the Board, <input type="checkbox"/> President, or <input type="checkbox"/> Vice President Date: _____
_____ Signature _____ Print Name <input type="checkbox"/> Secretary, <input type="checkbox"/> Asst. Secretary, <input type="checkbox"/> Chief Financial Officer, or <input type="checkbox"/> Asst. Treasurer Date: _____

COUNTY OF PLACER ("COUNTY") _____ Robert L. Oldham, Director, Department of Health & Human Services Date: _____
Approved as to Form Office of Placer County Counsel _____ Date: _____

EXHIBITS:

- Exhibit A-1 – Revised Scope of Services
- Exhibit B-1-2 – Revised Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – HIPAA Business Associate Agreement-Addendum
- Exhibit E – Reporting Requirements
- Exhibit F – County Facility or Equipment to be used by Contractor
- Exhibit G – CDSS Compliance

With the exception of B-2, exhibits are not attached. Please reference the original contract for those exhibits, which remain unchanged.

*Contract amendment must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract amendment, even if it is the same as the previous year.

REVISED PAYMENT PROVISIONS

This is a cost reimbursement contract. CONTRACTOR will be reimbursed based on its actual cost, in accordance with the budgets below, and subject to other limitations and specifics contained in this Agreement and at law.

In the event a budget change is required, CONTRACTOR shall submit to COUNTY any data requested by COUNTY to explain how CONTRACTOR intends to accommodate the required budget change. All such requested documents shall be forwarded to COUNTY by CONTRACTOR no later than 30 days after COUNTY issues a notice to CONTRACTOR of the change in budget.

This payment provision is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement, and limited to moving identified funding amounts between lines while not exceeding the yearly maximum budget.

Term	Costs	MHSA FSP	MHSA ST	CWS OIP	Family Mobile Team SB 82 CSS-ST	CCMU	TOTAL
	Direct Program Staff Program Director (EXEMPT) Program Supervisor (EXEMPT) Lead Family Advocates Family Advocates Family Advocates (Spanish) Family Advocates (FMT)						
October 1, 2020 - June 30, 2021	Salaries & Benefits						
	Program staff salaries	\$153,563	\$85,313	\$102,375	\$63,000		\$404,250
	Employees' Benefits @ 26%	\$39,926	\$22,181	\$26,618	\$16,380		\$105,105
	Salaries & Benefits Subtotal	\$193,489	\$107,494	\$128,993	\$79,380		\$509,355
July 1, 2021 - June 30, 2022	Salaries & Benefits						
	Program staff salaries	\$204,750	\$113,750	\$136,500	\$84,000		\$539,000
	Employees' Benefits @ 26%	\$53,235	\$29,575	\$35,490	\$21,840		\$140,140
	Salaries & Benefits Subtotal	\$257,985	\$143,325	\$171,990	\$105,840	\$24,990	\$704,130

Term	Costs	MHSA FSP	MHSA ST	CWS OIP	Family Mobile Team SB 82 CSS-ST	CCMU	TOTAL
<u>July 1, 2022 - June 30, 2023</u>	<u>Salaries & Benefits Program staff salaries</u>	<u>\$206,850</u>	<u>\$114,150</u>	<u>\$142,000</u>	<u>\$92,000</u>	<u>\$119,000</u>	<u>\$674,000</u>
	<u>Employees' Benefits @ 26%</u>	<u>\$53,781</u>	<u>\$29,679</u>	<u>\$36,920</u>	<u>\$23,920</u>	<u>\$30,940</u>	<u>\$175,240</u>
	<u>Salaries & Benefits Subtotal</u>	<u>\$260,631</u>	<u>\$143,829</u>	<u>\$178,920</u>	<u>\$115,920</u>	<u>\$149,940</u>	<u>\$849,240</u>
Program Operating Costs Training and Education Travel and Transportation Incidental Expenses Telecommunications Stipends							
October 1, 2020 - June 30, 2021	Program Operating Costs Subtotal	\$12,963	\$7,202	\$8,642	\$5,318		\$34,125
July 1, 2021 - June 30, 2022	Program Operating Costs Subtotal	\$17,284	\$9,602	\$11,523	\$7,091	\$2,300	\$47,800
<u>July 1, 2022 - June 30, 2023</u>	<u>Program Operating Costs Subtotal</u>	<u>\$18,155</u>	<u>\$10,033</u>	<u>\$11,944</u>	<u>\$7,644</u>	<u>\$13,800</u>	<u>\$61,576</u>
October 1, 2020 - June 30, 2021	Total Program Staff and Operating Cost	\$206,452	\$114,695	\$137,635	\$84,698		\$543,480
July 1, 2021 - June 30, 2022	Total Program Staff and Operating Cost	\$275,269	\$152,927	\$183,513	\$112,931	\$27,290	\$751,930
<u>July 1, 2022 - June 30, 2023</u>	<u>Total Program Staff and Operating Cost</u>	<u>\$278,786</u>	<u>\$153,862</u>	<u>\$190,864</u>	<u>\$123,564</u>	<u>\$163,740</u>	<u>\$910,816</u>

Term	Costs	MHSA FSP	MHSA ST	CWS OIP	Family Mobile Team SB 82 CSS-ST	CCMU	TOTAL
Overhead/Administrative Costs							
October 1, 2020 - June 30, 2021	Indirect Personnel Costs	\$23,962	\$13,312	\$15,975	\$9,831		\$63,080
	Indirect Expenses	\$7,006	\$3,892	\$4,670	\$2,874		\$18,442
	15% of Total Program Staff and Operating Cost	\$30,968	\$17,204	\$20,645	\$12,705		\$81,522
July 1, 2021 - June 30, 2022	Indirect Personnel Costs	\$31,949	\$17,749	\$21,299	\$13,107		\$108,696
	Indirect Expenses	\$9,341	\$5,190	\$6,228	\$3,832		\$24,591
	15% of Total Program Staff and Operating Cost	\$41,290	\$22,939	\$27,527	\$16,940	\$40,934	\$112,790
<u>July 1, 2022 - June 30, 2023</u>	<u>Indirect Personnel Costs</u>						
	<u>Indirect Expenses</u>						
	<u>15% of Total Program Staff and Operating Cost</u>	<u>\$41,817</u>	<u>\$23,087</u>	<u>\$28,630</u>	<u>\$18,535</u>	<u>\$24,561</u>	<u>\$136,630</u>
October 1, 2020 - June 30, 2021	Total Budget	\$237,420	\$131,900	\$158,280	\$97,403		\$625,002
July 1, 2021 - June 30, 2022	Total Budget	\$316,559	\$175,866	\$211,040	\$129,871	\$31,384	\$864,720
<u>July 1, 2022 - June 30, 2023</u>	<u>Total Budget</u>	<u>\$320,603</u>	<u>\$176,949</u>	<u>\$219,494</u>	<u>\$142,099</u>	<u>\$188,301</u>	<u>\$1,047,446</u>
October 1, 2020 - June 30, 2022	Total Budget	\$553,979	\$307,766	\$369,319	\$227,273	\$31,384	\$1,489,722
<u>October 1, 2020 - June 30, 2023</u>	<u>Total Budget</u>	<u>\$874,582</u>	<u>\$484,715</u>	<u>\$588,813</u>	<u>\$369,372</u>	<u>\$219,685</u>	<u>\$2,537,168</u>

Purchase of cash equivalents including, but not limited to, gift cards and cash stipends shall require the CONTRACTOR to submit a full accounting of the distribution of such cash equivalents to the individual recipients on a quarterly basis throughout the term of this Agreement, including recipient name, signature, amount, date of distribution, the form of distribution (i.e. cash stipend or gift card) and the merchant name if the distribution is in the form of a gift card or comparable instrument. All cash equivalents that are purchased but not distributed prior to the expiration or termination of this Agreement shall be surrendered to the COUNTY, and any balance that is not reconciled shall be refunded by CONTRACTOR to the COUNTY within 30 days.

Reports of program expenditures will be required with each monthly invoice, and the Contractor shall submit a year-end cost report to confirm that the program has not been compensated at greater than actual cost.

DRAFT