SECOND AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC.
FOR THE PROVISION OF CHILD ABUSE PREVENTION AND INTERVENTION SERVICES

THIS SECOND AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CDM0518 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 THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, 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 Child Abuse Prevention and Intervention Services, for the term of July 1, 2018, through June 30, 2021;

WHEREAS, COUNTY desires to renew the term of the Agreement for an additional twelve (12) months from July 1, 2021, through June 30, 2022;

WHEREAS, COUNTY desires to amend Paragraph 1, Subparagraph 6.1, Subparagraph 8.3.3, Subparagraph 8.4.2.3, Subparagraph 19.1, Subparagraph 19.2, and Paragraph 40 of the Agreement;

WHEREAS, COUNTY desires to add Subparagraph 7.3, Subparagraphs 13.5 and 13.6, and Paragraph 45 to the Agreement;

WHEREAS, COUNTY desires to amend Paragraph 11 and Subparagraph 12.1 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, unless earlier terminated pursuant to the provisions of Paragraph 42 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 6.1 of the Agreement is hereby amended to read as follows:

"6.1 Delegation and Assignment/Change of Ownership

6.1.1 In the performance of this Agreement, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Agreement requiring COUNTY approval.

6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Agreement.

6.1.3 CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY."

3. Subparagraph 7.3 is hereby added to the Agreement to read as follows:

"7.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY."

4. Subparagraph 8.3.3 of the Agreement is hereby amended to read as follows:

"8.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)"

5. Subparagraph 8.4.2.3 of the Agreement is hereby amended to read as follows:

"8.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M.S. 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office of Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019"

6. Subparagraphs 13.5 and 13.6 of the Agreement are hereby added to read as follows:

"13.5 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Agreement. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

13.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom

CONTRACTOR is providing the same or similar services, under a written agreement, regardless of service location or jurisdiction."

7. Subparagraphs 19.1 and 19.2 of the Agreement are hereby amended to read as follows:

"19.1 Maximum Contractual Funding Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of $2,586,244, or actual allowable costs, whichever is less. The annual amount for each twelve (12) month period is as follows:

19.1.1 $646,561 for July 1, 2018 through June 30, 2019;

19.1.2 $646,561 for July 1, 2019 through June 30, 2020;

19.1.3 $646,561 for July 1, 2020 through June 30, 2021; and

19.1.4 $646,561 for July 1, 2021 through June 30, 2022.

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, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2019, 2020, 2021, and 2022, of the applicable contract year, during the month of such anticipated expenditure."

8. Paragraph 40 of the agreement is hereby amended to read as follows:

"40. CERTIFICATION REGARDING LOBBYING AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of $100,000 must contain and CONTRACTOR

must certify compliance utilizing a form provided by ADMINISTRATOR that includes the test below in Subparagraphs 40.1.1 – 40.1.1.4:

40.1.1 The undersigned certifies to the best of his or her knowledge and belief that:

40.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

40.1.1.2 If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.

40.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards awards at all tiers (including subcontracts,

subgrants, and contracts under grants loads and cooperative agreements) and that subrecipients shall certify and disclose accordingly.

40.1.1.4 this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

10. Paragraph 45 of the Agreement is hereby added to read as follows::

"45. SERVICES DURING EMERGENCY AND/OR DISASTER

45.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

45.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the

needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.

45.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster."

11. Paragraph 11 of Exhibit A of the Agreement is hereby amended to read as follows:

"11. FACILITIES

11.1 Administrative services under this Agreement shall be provided at:

Administrative Office:

The Priority Center, Ending the Generational Cycle of Trauma

1940 E. Deere Avenue, Suite 100

Santa Ana, CA 92705

CONTRACTOR Warehouse:

7281 Garden Grove Blvd., Unit D

Garden Grove, CA 92841"

12. Subparagraph 12.1 of Exhibit A of the Agreement is hereby amended and reads as follows:

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

DIRECT SERVICE POSITIONS	FTE[1]	Max. Hourly Rate[2]	Position Type	Annual Budget
Program Supervisor	1.00	$23.55	D	
Truck Driver Lead	1.00	$14.50	D	
Paraprofessional English/Spanish	0.50	$15.50	D	
Scheduler English/Spanish	1.00	$15.50	D	
Assistant Truck Driver English/Spanish	1.00	$14.00	D	
SUBTOTAL DIRECT SERVICE SALARIES				$162,754
DIRECT SERVICE BENEFITS (25% TOTAL)[3]				$40,481
TOTAL DIRECT SALARIES AND BENEFITS				$203,235
Services and Supplies[4]				$ 13,566
Operating Expenses[5]				$75,690
Basic Needs-Goods to Families				$317,730
Indirect Cost[6]				$36,340
In-Kind Match and In-Kind Volunteer Hours[7]				$ 64,656
SUBTOTAL SALARIES, BENEFITS, SERVICES AND SUPPLIES AND OPERATING EXPENSES				$ 711,217
LESS IN-KIND MATCH				$(64,656)
TOTAL MAXIMUM ANNUAL COUNTY OBLIGATION				$ 646,561
TOTAL MAXIMUM COUNTY OBLIGATION				$2,586,244

[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; health insurance; life 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 25% of the actual salary expense claimed

[4]Services and Supplies include independent audit, office expense, program expense, telephone, mileage (limited to the amount allowed by the IRS), printing and promotions, and travel/education/seminars.

[5]Operating Expenses include facility lease/rental (Basic Needs Office), Equipment lease/rental, computer maintenance, utilities, insurance, Basic Needs vehicle rental, dues and subscriptions, postage, and Basic Needs warehouse.

[6] Indirect costs include administrative costs not directly charged to the program, including accounting, payroll, Information Technology, marketing, management, administrative support, volunteer coordinator and Human Resources. Indirect costs shall not exceed 17.82% of actual allowable costs for salaries and employee benefits.

[7]In-Kind Match includes a minimum of one hundred (100) volunteer hours at $14.00 per hour ($1,400) to perform duties similar to the Warehouse Support; the balance of the match (i.e., $193,969) includes in-kind support from goods, salaries, benefits, and operating costs."

13. 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.
14. All others 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 July 1, 2018, in the County of Orange, California.

By:_____
LISA FUJIMOTO
EXECUTIVE DIRECTOR
THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA

Dated:_____

By: _____
CHAIRMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

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: Carolyn S. Frost
DEPUTY

Dated: 04/13/21

WHEREFORE, the parties hereto have executed this Second Amendment to Agreement dated July 1, 2018, in the County of Orange, California.

By: _____

LISA FUJIMOTO
EXECUTIVE DIRECTOR
THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA

Dated: 4/27/21

By: _____

CHAIRMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: 5/25/21

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: _____