



**AMENDMENT NO. ~~12~~**  
**TO**  
**AGREEMENT NO. MA-042-20010220**  
**FOR**  
**BEHAVIORAL HEALTH SERVICES FOR MILITARY FAMILIES**

This Amendment (“Amendment No. ~~12~~”) to Agreement No. MA-042-20010220 for Behavioral Health Services for Military Families Services is made and entered into on ~~September 30, 2020~~ July 1, 2022 (“Effective Date”) between Child Guidance Center, Inc. (“Contractor”), with a place of business at 525 N. Cabrillo Drive, Suite 300, Santa Ana, CA 92701, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5<sup>th</sup> Street, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

**WHEREAS**, the Parties executed Agreement No. MA-042-20010220 for Behavioral Health Services for Military Families Services, effective July 1, 2019 through June 30, 2022, in an amount not to exceed \$3,000,000 (“Agreement”); and

~~**WHEREAS**, on February 26, 2020, the County’s Health Officer declared a local health emergency in response to the novel coronavirus (named “COVID-19”) emergency and outbreak threat in Orange County, as necessary for the preservation of public health and safety; and~~

~~**WHEREAS**, on March 2, 2020, the Board of Supervisors adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County’s Health Officer; and~~

~~**WHEREAS**, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in the State of California as a result of the COVID-19 emergency and outbreak; and~~

~~**WHEREAS**, on March 12, 2020, the Governor of the State of California issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and~~

~~**WHEREAS**, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and~~

~~**WHEREAS**, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and~~

~~**WHEREAS**, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that provides guidance on the availability of federal funding to states and local~~

~~governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and~~

~~**WHEREAS**, the Guide identifies the services described herein as an eligible cost during emergencies; and~~

~~**WHEREAS**, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27th, 2020; and~~

~~**WHEREAS**, the CARES Act established the Coronavirus Relief Fund and the County received an allocation of funds from the Coronavirus Relief Fund under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act; and~~

~~**WHEREAS**, Section 601(a) and 601(d) of the Social Security Act, as added by Section 5001 of the CARES Act, provides that payments from the CARES Act funds may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and~~

~~**WHEREAS**, County is in need of the services described herein in order to support its efforts to respond to the COVID-19 pandemic in a manner consistent with the above declarations and authorities, and any continuing executive orders and declarations as part of the on-going emergencies; and~~

~~**WHEREAS**, the Parties ~~now desire to enter into this~~executed Amendment No. 1 to include Federal Emergency Management Agency (FEMA) provisions and to increase contract amount by \$39,550 for Covid-19 related needs ~~for the term of~~, effective September 30, 2020 through December 30, 2020 to allow invoicing for Covid-19 related expenditures; and~~

~~**WHEREAS**, the Parties now desire to enter into this Amendment No. 2 to amend Paragraph VII. and Exhibit A of the Contract and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.~~

~~NOW THEREFORE, Contractor and County, ~~in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein,~~ agree to amend the ~~Agreement~~Contract as follows:~~

~~1. Table below The Contract is ~~added~~renewed for a term of one (1) year, effective July 1, 2022, through June 30, 2023, in an amount not to ~~the~~exceed \$1,000,000 for this renewal term, for a revised cumulative contract total amount not to exceed \$4,000,000, renewable for one additional one-year term.~~

~~2. Page 4, Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:~~

~~“Term: July 1, 2019 through June 30, 2023~~

Period One means the period from July 1, 2019 through June 30, 2020

Period Two means the period from July 1, 2020 through June 30, 2021

Period Three means the period from July 1, 2021 through June 30, 2022

Period Four means the period from July 1, 2022 through June 30, 2023

**Amount Not to Exceed:**

Period One Maximum Obligation: \$1,000,000

Period Two Maximum Obligation: 1,000,000

Period Three Maximum Obligation: 1,000,000

Period Four Maximum Obligation: 1,000,000

TOTAL MAXIMUM OBLIGATION: \$4,000,000"

3. All references in the Contract to the term "Maximum Obligation" shall be deleted and replaced with the term "Amount Not to Exceed".

4. Paragraph VII. Cost Report, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3) of the Contract is deleted in its entirety and replaced with the following:

4. "A. CONTRACTOR shall submit separate individual and/or consolidated Cost Reports for Period One, Period Two, Period Three, and Period Four, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as follows: stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report."

5. Exhibit A, Paragraph II. Budget, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

"A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes

only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD FOUR</u>
<u>ADMINISTRATIVE COSTS</u>	
<u>Indirect Costs</u>	<u>\$ 130,435</u>
<u>SUBTOTAL ADMINISTRATIVE COSTS</u>	<u>\$ 130,435</u>
 <u>PROGRAM COSTS</u>	
<u>Salaries</u>	<u>\$ 464,880</u>
<u>Benefits</u>	<u>120,868</u>
<u>Services and Supplies</u>	<u>115,281</u>
<u>Subcontracts</u>	<u>\$ 168,536</u>
<u>SUBTOTAL PROGRAM COSTS</u>	<u>\$ 869,565</u>
 <u>TOTAL GROSS COSTS</u>	 <u>\$1,000,000</u>
 <u>REVENUE</u>	
<u>MHSA</u>	<u>\$1,000,000</u>
<u>TOTAL REVENUE</u>	<u>\$1,000,000</u>
 <u>TOTAL AMOUNT NOT TO EXCEED</u>	 <u>\$1,000,000"</u>

<u>CFDA#</u>	<u>FAIN#</u>	<u>Program/Service Title</u>	<u>Federal Funding Agency</u>	<u>Federal Award Date</u>	<u>Federal Award Indirect Rate</u>	<u>Federal Award Amount</u>	<u>R&amp;D Award (Y/N)</u>
21-019	SLT012	Coronavirus Relief Fund (CRF)	US Department of Treasury	4/22/2020	N/A or 10% de minimis rate	\$554,133,765	N

2. Paragraph 32 is added to the Agreement as follows:

**~~“Contract Work Hours And Safety Standards Act:~~**

- ~~(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.~~
- ~~(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.~~
- ~~(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.~~
- ~~(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”~~

3. ~~Paragraph 33 is added to the Agreement as follows:~~

**~~“Clean Air Act And The Federal Water Pollution Control Act:~~**~~Clean Air Act~~

- ~~1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.~~
- ~~2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure~~

~~notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.~~

- ~~3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.~~

~~Federal Water Pollution Control Act~~

- ~~1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.~~

- ~~2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.~~

- ~~3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”~~

- ~~4. Paragraph 34 is added to the Agreement as follows:~~

~~“**Suspension and Debarment:**~~

~~(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).~~

~~(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.~~

~~(3) This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.~~

~~(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”~~

- ~~5. Paragraph 35 is added to the Agreement as follows:~~

~~“**Byrd Anti-Lobbying Amendment:**~~

~~Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)~~

~~Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute the certification, as provided in Attachment C."~~

~~6. Paragraph 36 is added to the Agreement as follows:~~

~~**"Procurement of Recovered Materials:**~~

~~i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired~~

~~1. Competitively within a timeframe providing for compliance with the contract performance schedule;~~

~~2. Meeting contract performance requirements; or~~

~~3. At a reasonable price.~~

~~ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.~~

~~iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."~~

~~7. Paragraph 37 is added to the Agreement as follows:~~

~~**"Access To Records:**~~

~~(1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.~~

~~(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.~~

~~(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.~~

~~(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."~~

~~8. Paragraph 38 is added to the Agreement as follows:~~

~~**"Department of Homeland Security (DHS) Seal, Logo, And Flags:**~~

~~The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."~~

~~9. Paragraph 39 is added to the Agreement as follows:~~

~~**"Compliance with Federal Law, Regulations, And Executive Orders:**~~

~~This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."~~

~~10. Paragraph 40 is added to the Agreement as follows:~~

~~**"No Obligation by Federal Government:**~~

~~The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract."~~

~~11. Paragraph 41 is added to the Agreement as follows:~~

~~**"Program Fraud and False Or Fraudulent Statements Or Related Acts:**~~

~~The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."~~

~~12. Exhibit D, Attachment 1 is added to the Agreement.~~

~~This Amendment No. 1 modifies the Agreement~~This Amendment No. 2 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 12 and the ~~Agreement~~Contract, including all previous amendments, the terms and conditions of this Amendment No. 12 shall prevail. In all other respects, the terms and conditions of the ~~Agreement~~Contract, including all previous amendments, not specifically changed by this Amendment No. 12 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**



**SIGNATURE PAGE**

~~IN~~ WITNESS WHEREOF, the Parties have executed this Amendment No. ~~12~~. If ~~the company~~ 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: CHILD GUIDANCE CENTER, INC.**

_____	_____
Print Name	Title
_____	_____
Signature	Date

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

Purchasing Agent/Deputized Designee Authorized Signature:

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

**ATTACHMENT D**

**CERTIFICATION REGARDING ANTI-LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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.~~
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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.~~
3. ~~The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.~~

~~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.~~

~~The Contractor, Western Youth Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.~~

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Deputy County Counsel  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date