

FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

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FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY  
PROVIDER NETWORK PROGRAM SERVICES

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number WCE0718-00 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 \_\_\_\_\_, 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 Wraparound Orange County Provider Network Program services, for the term of July 1, 2018 through June 30, 2021;

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

WHEREAS, COUNTY desires to amend Paragraphs 1, 6, 7, 14, 19 and Subparagraph 8.3.3 of the Agreement;

WHEREAS, COUNTY desires to add Paragraph 43 to the Agreement;

WHEREAS, COUNTY desires to amend Subparagraph 11.1 and 11.2 of Exhibit A of the Agreement;

WHEREAS, COUNTY desires to amend Subparagraph 3.2 of Exhibit B of the Agreement; and

WHEREAS, CONTRACTOR agrees to such renewal and to continue to provide such services under the terms and conditions set forth in this Agreement.

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 40 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. Paragraph 6 of the Agreement is hereby amended to read as follows:

“6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

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.

6.2 Change of Ownership

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. Paragraph 7 of the Agreement is hereby amended to read as follows:

"7. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

7.1 Form of Business Organization

Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to ADMINISTRATOR, containing, but not limited to, the following information:

7.1.1 The form of CONTRACTOR's business organization, e.g., proprietorship, partnership, corporation, etc.

7.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

7.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Agreement.

7.2 Change in Form of Business Organization

If, during the term of this Agreement, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses that could impact services provided through this Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may,

at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Agreement.

7.3 Name Changes

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. Paragraph 14 of the Agreement is hereby amended to read as follows:

"14. CONFLICT OF INTEREST

14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

14.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise

prior to, or during the period of, Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.”

6. Paragraph 19 of the Agreement is hereby amended to read as follows:

“19. PAYMENTS

19.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of \$1,600,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

19.1.1 \$400,000 for July 1, 2018 through June 30, 2019;

19.1.2 \$400,000 for July 1, 2019 through June 30, 2020;

19.1.3 \$400,000 for July 1, 2020 through June 30, 2021; and

19.1.4 \$400,000 for July 1, 2021 through June 30, 2022

19.2 Allowable Costs and Usage

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, in accordance with the compensation structure outlined in Paragraph 3 of Exhibit B and Paragraph 2 of Exhibit C, of this Agreement for each referral subject to any exclusions or limitation specified in each Exhibit. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to supply the services at the unit price listed above, regardless of the number of referrals from COUNTY.

19.3 Claims

19.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the fifteenth (15<sup>th</sup>) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 19.3.4. In the event the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or COUNTY holiday,

CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

19.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 23 of this Agreement.

19.3.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

19.3.3 Year-End and Final Claims

19.3.3.1 During each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, COUNTY may establish two (2) billing periods (June 1st through June 15th and June 16th through June 30th) for the month of June which shall require CONTRACTOR to submit separate invoice claims for each billing period. In the event COUNTY determines a need for two (2) billing periods during any or all COUNTY fiscal years, COUNTY will provide written notification to CONTRACTOR by

the 15th of May of each corresponding fiscal year, which will inform CONTRACTOR of applicable invoice claim deadlines.

19.3.3.2 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

19.3.3.3 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.”

7. Paragraph 43 is hereby added to the Agreement to read as follows:  
 “43. SERVICES DURING EMERGENCY AND/OR DISASTER

- 43.1 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.
- 43.2 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.
- 43.3 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.”



8. Subparagraphs 11.1 and 11.2 of Exhibit A of the Agreement is hereby amended to read as follows:

"11.1 Monthly Progress Report:

CONTRACTOR shall submit to ADMINISTRATOR, in a format approved by ADMINISTRATOR, a Monthly Progress Report by the tenth (10th) day of each month for each Participant/Participant family served during the preceding month. CONTRACTOR shall not be required to submit a report for months when CONTRACTOR did not provide services. Monthly Progress Reports shall include, but are not limited to, the following:

- 11.1.1 All monthly contacts, in detail, with Participant and/or Participant family;
- 11.1.2 All written and verbal communication with ADMINISTRATOR and Wrap OC Direct Service Provider;
- 11.1.3 Participant and/or Participant family's progress in program and in meeting goals;
- 11.1.4 CONTRACTOR's CFT meeting attendance;
- 11.1.5 Special Incident Report(s) completed involving the Participant and/or Participant's family; and
- 11.1.6 The date and time of the initial phone contact, initial face-to-face contact, and follow-up contacts with Participant's parent(s)/caregiver(s).

11.2 Monthly Program Report:

CONTRACTOR shall submit to ADMINISTRATOR, in a format approved by ADMINISTRATOR, a Monthly Program Report by the tenth (10th) day of each month for each Participant/Participant family served during the preceding month. CONTRACTOR shall not be required to submit a report for months when CONTRACTOR did not provide services. Monthly Program Report shall include, but not be limited to, the following:

- 11.2.1 Program summary of service activities delivered during the month;
- 11.2.2 Number of CFT meetings attended by CONTRACTOR staff during the month;
- 11.2.3 Anticipated staff and bilingual language availability for the upcoming month;

11.2.4 Number of new and existing referrals assigned to CONTRACTOR staff during the month;

11.2.5 Number of active, expected to close, and terminated referrals during the month;

11.2.6 Number of extensions approved by ADMINISTRATOR and pending during the month; and

11.2.7 Changes in certification of licensure of staff, if applicable.

CONTRACTOR and ADMINISTRATOR may agree in writing to modify reports as specified in this Paragraph."

9. Subparagraph 3.2 of Exhibit B of the Agreement is hereby amended to read as follows:

"3.2 Individual Session: COUNTY shall pay CONTRACTOR one hundred and twenty dollars (\$120.00) per Individual Session. Individual Sessions are comprised of fifty (50) minutes of, one-on-one, counseling session with a licensed Behavioral Health Professional. CONTRACTOR may be reimbursed for a full session when the youth/family member terminates a session early (i.e., refuses to continue or walks out during a session). CONTRACTOR may be reimbursed sixty dollars (\$60.00) for a thirty (30) minute partial session when the session is terminated early by the Behavioral Health Professional. CONTRACTOR shall provide documentation and submit to ADMINISTRATOR the reason why a full fifty (50) minutes Individual Session terminated early."

10. 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.

11. All others terms and conditions of the Agreement shall remain the same and in full force and in effect.

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WHEREFORE, the parties hereto have executed this First Amendment to Agreement dated April 3, 2018 in the County of Orange, California.

By: \_\_\_\_\_ By: \_\_\_\_\_

NAME  
POSITION TITLE  
CONTRACTOR

CHAIRWOMAN  
OF THE BOARD OF SUPERVISORS  
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: Carolyn S. Frost

DEPUTY

Dated: 12/11/20