

FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.
FOR THE PROVISION OF TRANSITIONAL RESIDENTIAL HOME SERVICES
AT TUSTIN FAMILY CAMPUS

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CJC0620 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 April 28, 2020, the Board approved Agreement CJC0620 for the provision of Transitional Residential Home Services at Tustin Family Campus, for the term of July 1, 2020, 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 10.4.2.3, Subparagraph 34.3, and Paragraph 38 of the Agreement;

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

WHEREAS, such services are authorized and provided for pursuant to for pursuant to Health and Safety Code (HSC) Sections 1559.110 to 1559.115, and Welfare and Institutions Code (WIC) Sections 11400(r) and (s), 11403.2, and 16522.1.

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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, 2020, and terminate on June 30, ~~2021~~2022, unless earlier terminated pursuant to the provisions of Paragraph 40 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.

2. Subparagraph 10.4.2.3 of the Agreement is hereby amended to read as follows:

“10.4.2.3 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. ~~158-16-70~~

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

~~U.S. Department of Health and Human Services~~

Office of Civil Rights

~~U.S. Department of Health and Human Services~~ ~~50 U.N. Plaza,~~

~~Room 322~~

90 7th Street, Suite 4-100

San Francisco, CA 94102”

Customer Response Center: (800) 368-1019

3. Subparagraph 34.3 of the Agreement is hereby amended to read as follows:

“34.3 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.”

4. Paragraph 38 of the Agreement is hereby amended to read as follows:

“38.— CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

38.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to ~~Title 31 USC Section 1352 and the guidelines with respect to those provisions set down by the Office of Management and Budget (OMB) and published in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332.~~ 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 ~~cites~~ includes the text below in Subparagraphs 38.1.1 following: - 38.1.1.4

~~38.1.1 The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph B of this certification.~~

~~38.1.2~~ 38.1.1 The offeror, by signing its offer, hereby undersigned certifies to the best of his or her knowledge and belief ~~as of December 23, 1989,~~ that.:

~~38.1.2.1~~38.1.1.1 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 ~~any~~an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress ~~on his or her behalf~~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.

~~38.1.2.2~~38.1.1.2 ~~No~~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 ~~on his or her behalf~~in connection with ~~the awarding of any federal contract, the making of any federal~~this Agreement, grant, ~~the making of any federal~~loan, ~~the entering into of any~~or cooperative agreement, ~~the undersigned shall complete and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreements~~submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

~~38.1.2.3~~38.1.1.3 ~~He or she will include~~The undersigned shall require that the language of this certification be included in the award documents for all ~~subcontract awards~~subawards at ~~any tier~~all tiers (including subcontracts, subgrants, and ~~require that all recipients of subcontract awards in excess of \$100,000~~contracts under grants loans and cooperative agreements) and that subrecipients shall certify and disclose accordingly.

~~38.1.2.4~~38.1.1.4 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 ~~and disclosure~~ is a prerequisite for making or entering into this ~~Agreement~~transaction imposed by Section 1352, Title 31, ~~USC~~ U.S. Code. Any person who ~~makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision,~~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.”

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 ~~others~~other 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 July 1, 2020 in the County of Orange, California.

By: _____ By: _____
~~TIMOTHY H. FARLEY DEBRA J. BAETZ, DIRECTOR~~
~~ASSISTANT EXECUTIVE DIRECTOR SOCIAL SERVICES AGENCY~~
~~NEW ALTERNATIVES, INC. COUNTY OF ORANGE, CALIFORNIA~~

By: _____
TIMOTHY H. FARLEY
ASSISTANT EXECUTIVE DIRECTOR
NEW ALTERNATIVES, INC.

By: _____
CHAIRMAN
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: _____
DEPUTY

Dated: _____