



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-20010220  
FOR  
BEHAVIORAL HEALTH SERVICES FOR MILITARY FAMILIES**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-20010220 for Behavioral Health Services for Military Families is made and entered into on July 1, 2023 (“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 Contract No. MA-042-20010220 for Behavioral Health Services for Military Families, effective July 1, 2019 through June 30, 2022, in an amount not to exceed \$3,000,000 (“Contract”); and

**WHEREAS**, the Parties executed Amendment No. 1 to add Federal Emergency Management Agency (FEMA) provisions to Contract for COVID-19 related needs, effective September 30, 2020 through December 30, 2020, to allow invoicing for COVID-19 related expenditures and to increase the Contract’s amount not to exceed by \$39,550, for a revised contract total amount not to exceed \$3,039,550; and

**WHEREAS**, the Parties executed Amendment No. 2 to renew the Contract for one year, effective July 1, 2022 through June 30, 2023, in an amount not to exceed 1,000,000, for a revised contract total amount not to exceed \$4,039,550; and

**WHEREAS**, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend Paragraph VII. and Exhibit A.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a term of one (1) year, effective July 1, 2023, through June 30, 2024, in an amount not to exceed \$1,000,000 for this renewal term, for a revised contract total amount not to exceed \$5,039,550.
2. Referenced Contract Provisions, Term provision and Amount Not to Exceed provision, of the Contract are deleted in their entirety and replaced with the following:

**“Term:** July 1, 2019 through June 30, 2024

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

Period Five means the period from July 1, 2023 through June 30, 2024

**Amount Not to Exceed:**

Period One Amount Not to Exceed: \$1,000,000

Period Two Amount Not to Exceed: 1,039,550

Period Three Amount Not to Exceed: 1,000,000

Period Four Amount Not to Exceed: 1,000,000

Period Five Amount Not to Exceed: 1,000,000

TOTAL AMOUNT NOT TO EXCEED:\$5,039,550”

3. 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:

“A. CONTRACTOR shall submit separate individual and/or consolidated Cost Reports for each Period, 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 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.”

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

This Amendment No. 3 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. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 3 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

N WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If 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 either 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.**

Lori Pack	CEO
_____	_____
Print Name	Title
<small>DocuSigned by:</small> <i>Lori Pack</i>	1/25/2023
_____	_____
<small>503EEED3EA41412...</small>	Date

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

Purchasing Agent/Deputized Designee Authorized Signature:

_____	Deputy Purchasing Agent
Print Name	Title
_____	_____
Signature	Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
Orange County, California

Brittany McLean	Deputy County Counsel
_____	_____
Print Name	Title
<small>DocuSigned by:</small> <i>Brittany McLean</i>	1/25/2023
_____	_____
<small>9713A4061D4343D...</small>	Date