

FIRST AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ALC SCHOOLS, LLC
FOR THE PROVISION OF CHILDREN’S SCHOOL OF ORIGIN AND FOSTER YOUTH
TRANSPORTATION SERVICES

THIS FIRST AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number CDM1319-01 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 ALC SCHOOLS, LLC, doing business at 1211 Puerta del Sol, San Clemente, CA 92673, 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 July 20, 2020, COUNTY and CONTRACTOR entered into an Agreement for the provision of Children’s School Of Origin and Foster Youth Transportation services, for the term of July 20, 2020, through July 30, 2021;

WHEREAS, COUNTY desires to renew the Agreement for an additional twelve (12) months;

WHEREAS, COUNTY desires to amend Paragraph 1, Subparagraph 9.4.2.3, Subparagraph 19.2, Subparagraph 32.3, and Paragraph 37 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;

WHEREAS, Section 16501 of the California Welfare and Institutions Code provides that child welfare services may include, but are not limited to, a range of service-funded activities including transportation; 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 20, 2020, and terminate on June 30, 2022, unless earlier terminated pursuant to the provisions of Paragraph 39 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 9.4.2.3 of the Agreement is hereby amended to read as follows

- “9.4.2.3 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”

3. Subparagraph 19.2 is hereby amended to read as follows:

“19.2 Payment Rates

19.2.1 The following payment rate for the period of July 20, 2020 through June 30, 2021 is set forth as follows:

	Unit Price
Base Fee Per Trip	\$35.00
Fixed Mileage Rate	\$2.50
Cancellation Flat Fee Per Trip, if cancelled less than 2 hours before trip.	\$15
No Show Flat Fee Per Trip- From Caregiver’s Home to School/Other	After 5 minute waiting period, Full Price of Trip
No Show Flat Fee Per Trip- From School/Other to Caregiver’s Home	Waiting period of 6-19 minutes - \$15 If No Show after 20 minutes, Full Price of Trip
Booster Seat Fee	N/A
Car Seat Fee	\$5.00
Wheelchair Fee	\$25.00

19.2.2 The following payment rate for the period of July 1, 2021 through June 30, 2022 is set forth as follows:

	Unit Price
Base Fee Per Trip - Trip includes first 12 miles of Trip	\$65.00
Fixed Mileage Rate - 13 miles and after	\$2.50

Cancellation Flat Fee Per Trip, if cancelled less than 2 hours before trip.	\$15
No Show Flat Fee Per Trip- From Caregiver's Home to School/Other	After 5 minute waiting period, Full Price of Trip
No Show Flat Fee Per Trip- From School/Other to Caregiver's Home	Waiting period of 6-19 minutes - \$15 If No Show after 20 minutes, Full Price of Trip
Booster Seat Fee	N/A
Car Seat Fee	\$5.00
Wheelchair Fee	\$25.00"

4. Subparagraph 32.3 is hereby amended to read as follows:

"32.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. Compensation of services provided during or after an emergency/disaster shall be calculated by the same unit rates that apply during non-emergency/disaster conditions. Additional profit margin as a result of providing services during an emergency or disaster shall not be permitted. 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."

5. Paragraph 37 of the Agreement is hereby amended to read as follows:

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

37.1 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 text below in Subparagraphs 37.1.1 – 37.1.1.4:

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

37.1.1.1 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.

37.1.1.2 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 Standard Form-LLL “Disclosure Form to Report Lobbying” in accordance with its instructions.

37.1.1.3 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 subrecipients shall certify and disclose accordingly.

37.1.1.4 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.”

6. 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.

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

