

SECOND AMENDMENT TO AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
ASSOCIATES IN COUNSELING AND MEDIATION, INC.
FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY
PROVIDER NETWORK PROGRAM SERVICES

THIS SECOND AMENDMENT, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number WCE0718-01 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 Associates in Counseling and Mediation, Inc., 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, FIRST AMENDMENT was issued to renew the Agreement for an additional twelve (12) months from July 1, 2021 through June 30, 2022; amend Paragraphs 1, 6, 7, 14, 19, and Subparagraph 8.3.3 of the Agreement; add Paragraph 43 to the Agreement; amend Subparagraph 11.1 and 11.2 of Exhibit A of the Agreement; and amend Subparagraph 3.2 of Exhibit B of the Agreement;

WHEREAS, COUNTY desires to renew the Agreement for an additional twelve (12) months from July 1, 2022 through June 30, 2023;

WHEREAS, COUNTY desires to amend Paragraphs 1 and Subparagraph 19.1, 19.2 and 34.2.4 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; 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 1, 2018, and terminate on June 30, 2023, 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.”

2. Subparagraph 19.1 and 19.2 of the Agreement is hereby amended to read as follows:

- “19.1 Maximum Contractual Funding Obligation

- The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of \$2,000,000, 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;

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

- 19.1.4 \$400,000 for July 1, 2022 through June 30, 2023.

- 19.2 Allowable Costs

- During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2019, 2020, 2021, 2022 and 2023, during the month of such anticipated expenditure”

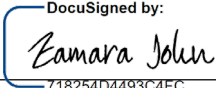
3. Subparagraph 34.2.4 of the Agreement is hereby amended to read as follows:

“34.2.4If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.”

4. 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.
5. All others terms and conditions of the Agreement shall remain the same and in full force and in effect.

WHEREFORE, the parties hereto have executed this Second Amendment to Agreement dated April 3, 2018, in the County of Orange, California. 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 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: ASSOCIATES IN COUNSELING AND MEDIATION, INC.

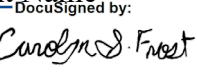
Zamara John	Program Director - CEO
Print Name	Title
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Signature	Date
Print Name	Title
Signature	Date

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

Purchasing Agent/Designee Authorized Signature:

	Deputy Purchasing Agent
Print Name	Title
Signature	Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost	Deputy County Counsel
Print Name	Title
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Signature	Date