

SECOND AMENDMENT TO AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
ORANGE COUNTY CHILDREN’S THERAPEUTIC ARTS CENTER  
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 WCE0718-05 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 Orange County Children’s Therapeutic Arts Center, 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; 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 desired to amend Paragraphs 1, 19 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:

2.1. 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~~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. ~~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.”~~

~~Paragraph 6~~

3.2. 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 \$~~1,600,000~~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; ~~and~~

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

19.1.5 \$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, ~~in accordance with the compensation structure outlined in 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 for 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, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, at its sole discretion, may 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.”~~

~~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 CONTRACTOR for anticipated allowable 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.”that will be incurred by CONTRACTOR for June 2019, 2020, 2021, 2022 and 2023, during the month of such anticipated expenditure”~~

5.3. 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>.”~~

6.4. 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.

7.5. 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 ~~First~~Second Amendment to Agreement dated ~~May 1~~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.

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

~~ANA JIMENEZ-HAMI, PH.D. DIRECTOR~~

~~EXECUTIVE DIRECTOR COUNTY OF ORANGE~~

~~Contractor: ORANGE COUNTY CHILDREN'S SOCIAL SERVICES~~  
~~AGENCY~~

~~THERAPEUTIC ARTS CENTER~~

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
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

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

\_\_\_\_\_ DEPUTY

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date