



**AMENDMENT NO. 7  
TO  
CONTRACT NO. MA-042-20011015  
FOR  
CRISIS INTERVENTION TRAINING FOR PUBLIC SAFETY PERSONNEL SERVICES**

This Amendment (“Amendment No. 7”) to Contract No. MA-042-20011015 for Crisis Intervention Training for Public Safety Personnel Services is made and entered into on July 1, 2024 (“Effective Date”) between Western Youth Services (“Contractor”), with a place of business at 23461 S. Point Dr. Suite 220, Laguna Hills, CA 92653, 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-042-20011015 for Crisis Intervention Training for Public Safety Personnel Services, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$1,485,000 (“Contract”);

**WHEREAS**, the Parties executed Amendment No. 1 to include Federal Emergency Management Agency (FEMA) provisions to the Contract for COVID-19 related needs for the term of July 1, 2020 through December 30, 2020 to allow invoicing for COVID-19 related expenditures;

**WHEREAS**, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract;

**WHEREAS**, the Parties executed Amendment No. 3 to exercise the contract contingency amount to increase the Period Two Amount Not to Exceed and Period Three Amount Not to Exceed each by \$26,250 from \$480,000 to \$506,250, for a revised cumulative contract total amount not to exceed \$1,537,500, and to amend Exhibit A to reflect this increase;

**WHEREAS**, the Parties executed Amendment No. 4 to amend Exhibit A, Paragraph V. Services, of the Contract;

**WHEREAS**, the Parties executed Amendment No. 5 to amend Exhibit A of the Contract;

**WHEREAS**, the Parties executed Amendment No. 6 to renew the Contract for one year, effective July 1, 2023 through June 30, 2024, in an amount not to exceed \$570,836, for a revised cumulative contract total amount not to exceed \$2,108,336, and to amend Paragraph VII. and Exhibit A of the Contract; and

**WHEREAS**, the Parties now desire to enter into this Amendment No. 7 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 XIV. and Exhibit A of the Contract.

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, 2024, through June 30, 2025, in an amount not to exceed \$570,836 for this renewal term, for a revised cumulative contract total amount not to exceed \$2,679,172.
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, 2020 through June 30, 2025

Period One means the period from July 1, 2020 through June 30, 2021

Period Two means the period from July 1, 2021 through June 30, 2022

Period Three means the period from July 1, 2022 through June 30, 2023

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

Period Five means the period from July 1, 2024 through June 30, 2025

**Amount Not to Exceed:**

Period One Amount Not to Exceed: \$ 525,000

Period Two Amount Not to Exceed: 506,250

Period Three Amount Not to Exceed: 506,250

Period Four Amount Not to Exceed: 570,836

Period Five Amount Not to Exceed: 570,836

TOTAL AMOUNT NOT TO EXCEED: \$2,679,172”

3. Paragraph XIV. Indemnification and Insurance of the Contract is deleted in its entirety and replaced with the following:

**“XIV. INDEMNIFICATION AND INSURANCE**

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of

competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to COUNTY during the entire term of this Contract.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.

D. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by COUNTY's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR'S services in accordance with the indemnity provision stated in this Contract. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims -made
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate

1. Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

#### H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

#### I. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- a. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

- b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- a. An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.

b. A primary and non-contributing endorsement evidencing that CONTRACTOR'S insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

J. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees**, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

L. CONTRACTOR shall provide thirty (30) calendar days prior written notice to COUNTY of any policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which COUNTY may suspend or terminate this Contract.

M. If CONTRACTOR's Professional Liability, Sexual Misconduct, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), CONTRACTOR shall agree to the following:

1. The retroactive date must be shown and must be before the date of the Contract or the beginning of the contract services.

2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of the Contract.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

N. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

O. Insurance certificates should be forwarded to the department address specified in the Referenced Contract Provisions of this Contract.

P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by COUNTY, it shall constitute a breach of CONTRACTOR's obligation hereunder and grounds for COUNTY to suspend or terminate this Contract.

Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide acceptable Certificate of Insurance and endorsements to COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

S. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer."

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 in this Exhibit A to the Contract and the following budgets, which are 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	<u>\$ 74,457</u>
Indirect Costs	<u>\$ 74,457</u>
SUBTOTAL ADMIN COSTS	\$ 74,457
PROGRAM COSTS	
Salaries	\$ 206,033
Benefits	45,327
Services & Supplies	63,607
Subcontractors	181,412
Start-up Costs	<u>0</u>
SUBTOTAL PROGRAM COSTS	\$ 496,379
TOTAL GROSS COSTS	\$ 570,836
REVENUE	
MHSA	<u>\$ 570,836</u>
TOTAL REVENUE	\$ 570,836
TOTAL AMOUNT NOT TO EXCEED	\$ 570,836”

5. Exhibit A, Paragraph III. Payments, 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. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$43,750 per month for Period One, \$42,187 per month for Period Two and Period Three, and \$47,569 per month for Period Four and Period Five. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY’s Total Amount Not to Exceed as specified in the Referenced Contract Provisions of the Contract and, provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.”

6. Exhibit A, Paragraph V. Services, subparagraph C.1., of the Contract is deleted in its entirety and replaced with the following:

“1. CONTRACTOR’s training services and curriculum shall include, but is not limited to, provision of the following service components:

Track	Training	Duration	Topics
CIT Fire & EMS	Fire/EMS personnel	1 day   8 hours	Introduction to Mental Illness,  Understanding the History of Mental Illness, Suicide, PTSD, Crisis Intervention & De-Escalation, Wellness and Self-Care, Autism, Intellectual Disabilities, Trauma Informed Care and Community Resources
	CIT Introduction for Fire/EMS	2 hours (online via LMS or in-person)	Understanding the History of Mental Health, Basic Human Brain Functions and Role in Psychiatric Disorders, Skills/Response and Triage Options for Navigating Fundamental Differences of Psychiatric Crises vs 911 Calls

	CIT Intermediate for Fire/EMS	3 hours (online via LMS or in-person)	Mental Health Signs and Symptoms, Anxiety Disorder, PTSD, Major Depression, Schizophrenia, Bi-Polar Disorder, Substance Use Disorder, Autism Spectrum Disorder, Skills for Supporting Various Mental Health Challenges
	CIT Advanced for Fire/EMS	3 hours (online via LMS or in-person)	Crisis Intervention & De-Escalation, Wellness and Self-Care, Suicidal Ideation, Safety, Trauma Informed Care and Community Resources
CIT Dispatcher	Dispatchers	16 hours  1 day   8-hour class	Introduction to Mental Illness: Types of Mental Illness, Trauma, Minor-Involved Calls, Older Adults, Excited Delirium, Consumer Panel, Stress Management & Wellness, Role-Playing Scenario, Problem-Solving Philosophy & Intervention Strategies
CIT Youth	School Safety Officers & Others Interested	8 hours	Understanding Adolescent Development & Behavioral Health Conditions, Crisis Intervention & De-escalation Techniques, Family Experience, Connecting Resources
Vicarious Trauma, PTSD & Burnout	All First Responders	1 hour	Differentiates between the concepts of Vicarious Trauma, Burnout and PTSD; educates about signs and symptoms; addresses how to prevent and cope with these occupational challenges.



Situational Awareness	Non-Law Enforcement First Responders	1 hour	Focuses on the fundamentals of situational awareness and being safe in the field; covers such topics as planning for a visit, learning to recognize danger signs, maintaining safety in the field and being mentally prepared.
Law Enforcement Relations	Non-Law Enforcement First Responders	1 hour	Perspectives, ideas and discussions of how to build relationships with law enforcement when dealing with a mental health crisis and what to expect when law enforcement arrives.
VOICES	All First Responders	1 hour	Community panel based on experience in relation to first responders
Mental Health First Aid (MHFA) Adult and Youth	All First Responders	1 day   8 hours	Mental Health First Aid is an 8-hour training course designed to give members of the public key skills to help someone who is developing a mental health problem or experiencing a mental health crisis. The 8-hour course covers a range of common disorders and potential crisis such as helping someone who is having a panic attack, is suicidal or has experienced an addictions relapse.
Trauma Informed Care	All First Responders	1 hour	This course focuses on the causes and effects of trauma and how a trauma informed approach can be beneficial.
CIT for Law Enforcement**	CIT 1 Law Enforcement	2 days   1-16 hours *range is needed as some classes require more hours than others	Introduction to Mental Illness, Understanding Mental Illness, Consumer/Family Panel, Tactical Communication, Legal Updates, Crisis Intervention & De-Escalation, Suicide, Suicide by Cop, Intervention Strategies, Crisis Intervention & Resources, PTSD, Veterans and First Responders

	CIT 2 Law Enforcement	1 day   1-8 hours  *range is needed as some classes require more hours than others	Review of CIT 1 De-Escalation skills, Deaf & Hard of Hearing, Developmental Disabilities & Autism, Live Scenarios
	CIT 3 Law Enforcement	2 days   1-16 hours  *range is needed as some classes require more hours than others	Community Resources/Panel of MH Resources, Role Playing Scenarios, CIT & Problem-Oriented Policing, OC Collaborative Courts, Police HLO (Homeless Liaison Officer) Presentations, OC Programs
	Corrections/ Probation Officers	2 days   16 hours	Corrections officers face daily contact with persons in mental health crisis. This Corrections-focused CIT training offers information to help Understand Mental Illness, PTSD, Suicide, Cultural Awareness, Medication and specific background and De-Escalation techniques
CIT – Refresher	Law Enforcement	8 hours	Scenario-based training that provides review of core concepts covered in CIT 1-3 including but not limited to: Understanding Mental Illness, Depression, PTSD, Schizophrenia, Bi-polar Disorder, Dementia, Communication Elements, De-Escalation Techniques, Application of Skills via Live Scenarios
CIT for Supervisors	Law Enforcement	8 – 16 hours	Scenario-based training for new Supervisors in Law Enforcement to support their transition from frontline individual to frontline supervisor. Topics explored will include but are not limited to: Understanding Law Enforcement Team/Officer Mental Illness, PTSD, Depression, Substance Use Disorder, De-Escalation Techniques for Working with a Law Enforcement Team/Officer, Peer Support, Local Resources, How to Approach and Make Recommendations/Linkages for a

			Law Enforcement Team/Officer, Application of Skills via Live Scenarios
De-Escalation	All First Responders	1 hour	Provides a basic understanding of de-escalation techniques and appropriate communication skills; covers tactical communication techniques, verbal and nonverbal communications, active listening skills, cultural considerations, identifying a crisis, the importance of effective communication and strategies for handling frequently encountered situations.
Non-Law Enforcement Dispatch	Dispatchers or call takers who work in non-law enforcement settings	1 day   8 hours	Introduction to Mental Illness: Types of Mental Illness, Trauma, Minor-Involved Calls, Older Adults, Excited Delirium, Consumer Panel, Stress Management & Wellness, Role-Playing Scenario, Problem-Solving Philosophy & Intervention Strategies.

\*\*CIT for Law Enforcement “refreshers” (during OCSD Briefings): Two abbreviated educational sessions requested by OCSD will count toward 1 CIT training. The number of attendees will not be included in the contractual goal UOS. However, CONTRACTOR should track the numbers of attendees.”

7. Exhibit A, Paragraph V. Services, subparagraph D., of the Contract is deleted in its entirety and replaced with the following:

“D. UNITS OF SERVICE

CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:

<b>TRAINING PROVIDER MINIMUM UNITS OF SERVICE</b>	
<b>Type of Training</b>	<b>Minimum Number of Hours</b>
CIT for Fire/EMS	132
CIT for Dispatchers	32
CIT Youth	72
Vicarious Trauma/PTSD	7

Situational Awareness	5
Law Enforcement Relations	4
VOICES	4
Mental Health First Aid (MHFA)	168
Trauma Informed Care	6
CIT 1-3	32
CIT Refreshers*	32
CIT for Supervisors	16
Non-Law Enforcement Dispatch	4
De-Escalation	2
<b>Total</b>	<b>516</b>

Note: The units of services of sub-categories are adjustable based on the training demands when the total training goal is met.

<b>MINIMUM NUMBER OF TRAININGS &amp; PARTICIPANTS</b>					
	PERIOD ONE	PERIOD TWO	PERIOD THREE	PERIOD FOUR	PERIOD FIVE
Minimum number of participants trained	1,146	1,250	1,250	1,250	1,250
Minimum number of trainings	46	N/A	N/A	N/A	N/A
Minimum number of training hours*	N/A	500	500	516	516

Participant Satisfaction	Minimum of 75% will be satisfied with services	Minimum of 80% will be satisfied with services	Minimum of 85% will be satisfied with services
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\*Due to unforeseen circumstances in obtaining POST approval, modification is being made from number of trainings to number of training hours.

CONTRACTOR shall be responsible for monthly data reporting of all aspects of this Contract, including services provided by each subcontractor.”

8. Exhibit A, Paragraph VI. Staffing, subparagraph A., of the Contract is deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM	<u>FTEs</u>
Program Director	0.40
Training Coordinator	1.00
Trainers	0.75
Administrative Assistant	1.00
Subcontractor (NAMI)	<u>1.90</u>
TOTAL FTEs	5.05”

This Amendment No. 7 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. 7 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 7 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 7 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 7. 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 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: **WESTERN YOUTH SERVICES**

Lorry Leigh Belhumeur

CEO

Print Name

Title

DocuSigned by:

*Lorry Leigh Belhumeur*

12/19/2023

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Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Deputy Purchasing Agent

Title

Signature

Date

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

Brittany McLean

Deputy County Counsel

Print Name

Title

DocuSigned by:

*Brittany McLean*

12/19/2023

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Signature

Date