



**AMENDMENT NO. 7
TO
CONTRACT NO. MA-042-20011424
FOR
WARMLINE SERVICES**

This Amendment No. 7 to Contract No. MA-042-20011424 for Warmline Services is made and entered into on July 1, 2023 (“Effective Date”) between NAMI Orange County (“Contractor”), with a place of business at 1810 E. 17th St., Santa Ana, CA 92705, 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. 5th St., Ste. 600, 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-042-20011424 (“Contract”) for Warmline Services, effective July 1, 2020 through June 30, 2023, in an amount not to exceed \$3,681,995, renewable for two additional one-year periods; and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract to modify the CARES Act budget breakdown for the period of July 1, 2020 through December 30, 2020; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A of the Contract to modify the Staffing pattern for the period of July 1, 2020 through June 30, 2023; and

WHEREAS, the Parties executed Amendment No. 3 to exercise the contract cost contingency to increase the Period One Maximum Obligation by \$28,819 from \$1,448,665 to \$1,477,484, for a revised cumulative Contract total amount not to exceed \$3,710,814; and

WHEREAS, the Parties executed Amendment No. 4 to amend the Contract by increasing the Period Two Maximum Obligation and the Period Three Maximum Obligation, increasing each Period by \$332,000 from \$1,116,665 to \$1,448,665, for a revised cumulative Contract total amount not to exceed \$4,374,814; and

WHEREAS, the Parties executed Amendment No. 5 to exercise the contract cost contingency to increase the Period Two Maximum Obligation by \$28,819 from 1,448,665 to \$1,477,484, for a revised cumulative Contract total amount not to exceed \$4,403,633; and

WHEREAS, the Parties executed Amendment No. 6 to amend Exhibit A of the Contract to modify the Budget and modify the facility address that supports the services identified in the Contract for the period of November 23, 2022 through June 30, 2023; 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 Paragraphs VII., XIII 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 two (2) years, effective July 1, 2023, through June 30, 2025, in an amount not to exceed \$24,000,000 for this renewal term, for a revised cumulative contract total amount not to exceed \$28,374,814, on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and Maximum Obligation 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

Maximum Obligation:

Period One Maximum Obligation:	\$ 1,477,484
Period Two Maximum Obligation:	1,448,665
Period Three Maximum Obligation:	1,448,665
Period Four Maximum Obligation:	12,000,000
Period Five Maximum Obligation:	<u>12,000,000</u>
TOTAL MAXIMUM OBLIGATION:	\$ 28,374,814”

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 Cost Reports for Period Four and Period Five, 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 Contract. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. 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.”

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

“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 Agreement. 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, the 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 the 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 the County's Risk Manager, or designee. The COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify the 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 the 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 the 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

the CONTRACTOR's SIR provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Contract, the 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 or scheduled, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims - made
Professional Liability	\$1,000,000 per claims - made or occurrence
Sexual Misconduct	\$1,000,000 aggregate \$1,000,000 per occurrence

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 the 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 the 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. 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.

M. CONTRACTOR shall provide thirty (30) days prior written notice to the COUNTY of any policy cancellation or non-renewal and ten (10) 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 the COUNTY may suspend or terminate this Contract.

N. If CONTRACTOR's Professional Liability, Sexual Misconduct, and 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.

O. 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).

P. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

R. 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.

S. 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) 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.

T. 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."

5. Exhibit A, 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 budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in advance and in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>Period One</u>	<u>Period Two</u>	<u>TOTAL</u>
ADMINISTRATIVE COST			
Indirect Costs	\$ <u>1,239,775</u>	\$ <u>1,239,775</u>	\$ <u>2,479,550</u>

SUBTOTAL	\$ 1,239,775	\$ 1,239,775	\$ 2,479,550
ADMINISTRATIVE COST			
PROGRAM COST			
Salaries	\$ 5,394,072	\$ 5,394,072	\$ 10,788,144
Benefits	1,053,365	1,053,365	2,106,730
Services and Supplies	1,822,000	1,822,000	3,644,000
Subcontractors	<u>2,490,788</u>	<u>2,490,788</u>	<u>4,981,576</u>
SUBTOTAL PROGRAM COST	\$ 10,760,225	\$ 10,760,225	\$ 21,520,450
TOTAL GROSS COST	\$ 12,000,000	\$ 12,000,000	\$ 24,000,000
REVENUE			
MHSA	\$ 12,000,000	\$ 12,000,000	\$ 24,000,000
TOTAL REVENUE	\$ 12,000,000	\$ 12,000,000	\$ 24,000,000
TOTAL MAXIMUM OBLIGATION	\$ 12,000,000	\$ 12,000,000	\$ 24,000,000"

6. Exhibit A, III. Payments, subparagraph A, of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, for Period Four and Period Five at the provisional amount of \$1,000,000 per month. 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, which may include Indirect Administrative Costs, as identified in Subparagraph I.A. of this Contract; provided, however, the total of such payments does not exceed the Amount Not To Exceed for each period as stated in the Referenced Contract Provisions of the Contract and, provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and/or 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.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure

and Revenue Report as specified in the Reports Paragraph of this Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR's invoices shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

C. All invoices to COUNTY shall be supported at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Contract.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent contract.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Contract."

7. Exhibit A, I. Common Terms and Definitions, numbers 18-20, of the Contract are deleted in its entirety and replaced with the following:

"18. Program Goals means the number and/or type of activities the CONTRACTOR will

fulfill during a contractual Contract period.

19. Referral means an individual receives information or contacts for services or programs.

20. Unduplicated Participant means an individual who is counted only once, despite how many programs the individual is enrolled in during a contractual agreement period. For example, if a Participant receives individual and group services, they can only be counted once”

8. Exhibit A, V. Services, subparagraph B., including sections 1, 6, 7, 8, and 10, of the Contract are deleted in its entirety and replaced with the following:

“B. CONTRACTOR shall provide culturally and linguistically appropriate non-crisis services to all COUNTY residents via telephone in the language of their choice, via TTY, via text or via Internet Live Chat. The services shall include, but not limited to, the following:

1. CONTRACTOR shall, through trained staff who are Participants of mental health and/or substance use disorders services and/or the Family Members of mental health or substance use disorders Participants, provide county-wide, non-crisis services twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.”

“7. CONTRACTOR shall have trained mentors educate callers/texters about Mental Health Conditions based on factual information and the availability of appropriate services and resources in the community to prevent or ameliorate Mental Health Conditions.

8. CONTRACTOR shall provide culturally and linguistically appropriate non-emergency Warmline services to Orange County residents that are consistent with the County PEI Plan. Contractor shall meet the diverse language needs of callers/texters for language-specific mentor services, not offered by the CONTRACTOR by retaining over-the-phone interpretation/translation services offered by a language line service provider as approved by ADMINISTRATOR.”

“10. CONTRACTOR shall furnish up-to-date and relevant information to callers/texters about how to navigate through and access the mental health services system as well as any other needed resources in the community. Referrals might include, but not be limited to mental health counseling, prescription assistance programs, legal support and advocacy, basic needs and social services, as well as suicide Prevention programs such as the Crisis Prevention Hotline.”

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

“C. PROGRAM GOALS

CONTRACTOR shall at a minimum achieve the following Program Goals:

Warmline Services	Program Goals FY 2023-24	Program Goals FY 2024-25
Total Calls	180,000	180,000
Unduplicated Callers	75,000	75,000
Presentations or Outreach Activities		
1. Number of face-to-face presentations	160	160
3. Number of digital presentations	75	75
2. Total Number of people served in outreach activities	11,000	11,000”

10. Exhibit A, VI. Staffing, subparagraph A. and D., of the Contract are deleted in its entirety and replaced with the following:

“A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in 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 ADMINISTRATION	<u>FTEs</u>
Finance Assistant	0.80
HR Specialist	0.80
Finance/Accounting	0.00
Office Assistant	<u>0.00</u>
SUBTOTAL PROGRAM ADMINISTRATION	1.60
DIRECT PROGRAM	
Program Director	1.00
Operations Manager	1.00
Resource Specialist	1.00
Data Analyst	1.00
Info Tech Position	0.00
IT Manager	0.80
Admin Assistance	1.00

Clinical Supervisors	2.80
Clinical Supervisors – Various Staff	4.70
Lead Mentor	0.00
Senior Mentor	0.00
Shift Manager - Weekday	4.00
Shift Manager – Weekday/Overnight	2.00
Shift Manager – Weekday/Overnight (Various Staff)	1.20
Shift Manager – Weekday (Various Staff)	2.01
Shift Manager – Weekend (Various Staff)	2.00
Shift Manager – Weekend/Overnight (Various Staff)	1.00
Peer Support Specialist – Weekday	3.00
Peer Support Specialist – Weekday (Various Staff)	23.29
Peer Support Specialist – Weekday/Overnight (Various Staff)	6.95
Peer Support Specialist – Weekend/Overnight	1.00
Peer Support Specialist – Weekend/Overnight (Various Staff)	2.40
Peer Support Specialist – Weekend (Various Staff)	8.10
Peer Support Specialist – Weekend/Overnight	1.00
Night Mentor (Part-Time) (Various Staff)	0.00
Night Mentor (Full-Time)	0.00
Day Mentor (Full-Time)	0.00
Day Mentor (Part-Time) (Various Staff)	0.00
Day/Evening Mentor (Various Staff)	0.00
Associate Director	1.00
Clinical Manager	1.00
Quality Improvement Specialist	1.00
Volunteer/Intern Coordinator	1.50
Outreach/Communications Specialist (Various Staff)	4.00
Marketing Assistant	1.50
Scheduling/Training Specialist – Weekday/Overnight	1.00
Scheduling/Training Specialist – Weekday (Various Staff)	<u>3.00</u>
SUBTOTAL DIRECT PROGRAM	85.25

SUBCONTRACTORS

32.20

TOTAL FTEs

119.05”

“D. CONTRACTOR shall actively recruit and maintain a large pool of qualified volunteers, especially those who speak other languages and those whose lives were impacted by Mental Health Conditions, substance use disorders, and suicide and train them to be Warmline mentors. Further, CONTRACTOR shall encourage volunteers/interns who have demonstrated exceptional skills on the Warmline to apply for available paid positions with CONTRACTOR upon written approval of ADMINISTRATOR.”

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 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: NAMI ORANGE COUNTY

Steve Pitman

President

Print Name:
DocuSigned by:
Steve Pitman
F77904066D2A4F4...
Signature

Title
4/26/2023
Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

Massoud Shame1

Deputy County Counsel

Print Name:
DocuSigned by:
Massoud Shame1
79055CA571A94F8...
Signature

Title
4/26/2023
Date