



AMENDMENT NO. ~~3~~ 4
TO
CONTRACT NO. MA-042-20011424
FOR
WARMLINE SERVICES

~~This Amendment No. 3 to Contract No. MA-042-20011424 for Warmline Services is made and entered into on May 20, 2021 ("Effective Date") between NAMI Orange County ("Contractor"), with a place of business at 265 S. Anita Dr. Ste., 106A, Orange, CA 92868, 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".~~

This Amendment No. 4 to Contract No. MA-042-20011424 for Warmline Services is made and entered into on July 1, 2021 ("Effective Date") between NAMI Orange County ("Contractor"), with a place of business at 265 S. Anita Dr. Ste., 106A, Orange, CA 92868, 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 now desire to enter into this 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 now desire to enter into this Amendment No. 4 to amend Paragraph VII., Paragraph XIV. and Exhibit A of the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

- ~~1. The Period One Maximum Obligation is increased by \$28,819 from \$1,448,665 to \$1,477,484, for a revised cumulative Contract total amount not to exceed \$3,710,814; on the amended terms and conditions.~~

2. The Period Two Maximum Obligation and the Period Three Maximum Obligation are each increased by \$332,000 from \$1,116,665 to \$1,448,665, for a revised cumulative Contract total amount not to exceed \$4,374,814; on the amended terms and conditions.

~~3. Referenced Contract Provisions, Maximum Obligation provision, of the Contract is deleted in its entirety and replaced with the following:~~

~~“Maximum Obligation:~~

~~Period One Maximum Obligation: _____ \$1,477,484~~

~~Period Two Maximum Obligation: _____ 1,116,665~~

~~Period Three Maximum Obligation: _____ 1,116,665~~

~~_____ TOTAL MAXIMUM OBLIGATION: _____ \$3,710,814”~~

4. Referenced Contract Provisions, Maximum Obligation provision, of the Contract is deleted in its entirety and replaced with the following:

“Maximum Obligation:

Period One Maximum Obligation: _____ \$1,477,484

Period Two Maximum Obligation: _____ 1,448,665

Period Three Maximum Obligation: _____ 1,448,665

TOTAL MAXIMUM OBLIGATION: _____ \$4,374,814”

5. 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 One, Period Two, and Period Three, 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.”

6. Paragraph XIV. Indemnification and Insurance 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 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 purchase 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, Certificates of Insurance, and endorsements on deposit with 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 SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report. 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’, employees’ or subcontractors’ 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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

Coverage	Minimum Limits
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
Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Network Security & Privacy Liability	\$1,000,000 per claims -made
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Professional Liability Insurance	\$1,000,000 per claims -made
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	\$1,000,000 aggregate
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Sexual Misconduct Liability	\$1,000,000 per occurrence
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H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on 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 COI:

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 AGREEMENT**.

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 COI:

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. 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 AGREEMENT**.

K. 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.

L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Contract.

M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are "Claims-Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following the completion 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 agency/department address as 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 CEO/Purchasing or the agency/department purchasing division, County may terminate this Contract immediately.

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 deposit copies of acceptable Certificate of Insurance and endorsements with 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.

T. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:

a. Prior to the start date of this Contract.

b. No later than the expiration date for each policy.

c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

2. The COI and endorsements shall be provided to COUNTY at the address as specified in the Referenced Contract Provisions of this Contract.

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.

b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all contracts between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage."

~~7. 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>Period Three</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				

— Indirect Costs	<u>\$ 60,000</u>	<u>\$ 74,642</u>	<u>\$ 74,642</u>	<u>\$ 209,284</u>
SUBTOTAL	<u>\$ 60,000</u>	<u>\$ 74,642</u>	<u>\$ 74,642</u>	<u>\$ 209,284</u>
ADMINISTRATIVE COST				
PROGRAM COST				
— Salaries	<u>\$ 1,014,276</u>	<u>\$ 747,904</u>	<u>\$ 747,904</u>	<u>\$2,510,084</u>
— Benefits	<u>153,376</u>	<u>109,968</u>	<u>109,968</u>	<u>373,312</u>
— Services and Supplies	<u>249,832</u>	<u>184,151</u>	<u>184,151</u>	<u>618,134</u>
SUBTOTAL PROGRAM COST	<u>\$1,417,484</u>	<u>\$1,042,023</u>	<u>\$1,042,023</u>	<u>\$3,501,530</u>
TOTAL GROSS COST	<u>\$1,477,484</u>	<u>\$1,116,665</u>	<u>\$1,116,665</u>	<u>\$3,710,814</u>
REVENUE				
— MHSA	<u>\$1,311,484</u>	<u>\$1,116,665</u>	<u>\$1,116,665</u>	<u>\$3,544,814</u>
— CARES ACT	<u>\$ 166,000</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 166,000</u>
TOTAL REVENUE	<u>\$1,477,484</u>	<u>\$1,116,665</u>	<u>\$1,116,665</u>	<u>\$3,710,814</u>
TOTAL MAXIMUM OBLIGATION	<u>\$1,477,484</u>	<u>\$1,116,665</u>	<u>\$1,116,665</u>	<u>\$3,710,814</u>

8. 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>Period Three</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
Indirect Costs	<u>\$ 60,000</u>	<u>\$ 60,000</u>	<u>\$ 60,000</u>	<u>\$ 180,000</u>
SUBTOTAL	<u>\$ 60,000</u>	<u>\$ 60,000</u>	<u>\$ 60,000</u>	<u>\$ 180,000</u>
ADMINISTRATIVE COST				

PROGRAM COST				
Salaries	\$ 1,014,276	\$ 1,014,276	\$ 1,014,276	\$3,042,828
Benefits	153,376	153,376	153,376	460,128
Services and Supplies	<u>249,832</u>	<u>221,013</u>	<u>221,013</u>	<u>691,858</u>
SUBTOTAL PROGRAM COST	\$1,417,484	\$1,388,665	\$1,388,665	\$4,194,814
TOTAL GROSS COST	\$1,477,484	\$1,448,665	\$1,448,665	\$4,374,814
REVENUE				
MHSA	\$1,311,484	\$1,448,665	\$1,448,665	\$4,208,814
CARES ACT	\$ 166,000	\$ 0	\$ 0	\$ 166,000
TOTAL REVENUE	\$1,477,484	\$1,448,665	\$1,448,665	\$4,374,814
TOTAL MAXIMUM OBLIGATION	\$1,477,484	\$1,448,665	\$1,448,665	\$4,374,814

9. ~~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, the provisional amount of \$27,666 per month under CARES Act and \$121,297 per month for May and June under MHSA funding for Period One; \$93,055 per month for Period Two and Period Three provided, however, that the total of such payments does not exceed COUNTY's Aggregate Maximum Obligation as set forth in the Referenced Contract Provisions of the Contract.”~~

10. 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, the provisional amount of \$120,722 per month for Period Two and \$120,722 per month for Period Three; provided, however, that the total of such payments does not exceed COUNTY's Total Maximum Obligation as set forth in the Referenced Contract Provisions of the Contract.”

~~This Amendment No. 3 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. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 3 remain in full force and effect.~~

This Amendment No. 4 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. 4 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 4 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 4 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

~~IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. 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.~~

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4. 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

_____	_____
Print Name	Title
_____	_____
Signature	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

_____	Deputy County Counsel
Print Name	Title

Signature

Date