



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-18010716
FOR
FAMILY SUPPORT SERVICES**

This Amendment No. 1 to Contract No. MA-042-18010716 for Family Support Services is made and entered into on July 1, 2020 (“Effective Date”) between National Alliance on Mental Illness 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-042-18010716 (“Contract”) for Family Support Services, effective October 1, 2017 through June 30, 2020, in an amount not to exceed \$782,680, renewable for two additional one-year periods; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for one year, renewable for one additional one-year term, for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend standard language paragraphs and Exhibit A in the Contract.

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

1. The Contract is renewed for a term of one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$279,996 for this renewal term, for a new total not to exceed amount of \$1,062,676; on the amended terms and conditions.
2. The Section entitled “Referenced Contract Provisions” of the Contract is deleted in its entirety and replaced with the following:

“REFERENCED CONTRACT PROVISIONS

Term: October 1, 2017 through June 30, 2021
 Period One means the period from October 1, 2017 through June 30, 2018
 Period Two means the period from July 1, 2018 through June 30, 2019
 Period Three means the period from July 1, 2019 through June 30, 2020
 Period Four means the period from July 1, 2020 through June 30, 2021

Maximum Obligation:

Period One Maximum Obligation:	\$ 222,688
Period Two Maximum Obligation:	279,996
Period Three Maximum Obligation:	279,996

Period Four Maximum Obligation: 279,996
TOTAL MAXIMUM OBLIGATION: \$1,062,676

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 02-681-5466

CONTRACTOR TAX ID Number: 95-3726369

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: National Alliance on Mental Illness, Orange County
1810 East 17th Street
Santa Ana, California 92705
Steve Pitman, President
Spitman@namioc.org

3. Paragraph IV. Compliance, subparagraph B, introductory paragraph of the Contract is deleted in its entirety and replaced with the following:

“B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.”

4. Paragraph VI. Cost Report, subparagraph A, introductory paragraph of the Contract is

deleted in its entirety and replaced with the following:

CONTRACTOR shall submit separate Cost Reports for Period One, Period Two, Period Three, and Period Four, 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 Agreement.

5. Paragraph XXI. Records Management and Maintenance of the Contract is deleted in its entirety and replaced with the following:

“XXI. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of

Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.”

6. 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 Agreement 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>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>FOUR</u>	
ADMINISTRATIVE COSTS					
Salaries	\$ 14,551	\$ 16,640	\$ 16,640	\$16,640	\$ 64,471
Benefits	2,239	4,186	4,186	2,995	13,606
Professional Services	1,800	2400	2,400	3,600	10,200
Indirect Costs	<u>6,300</u>	<u>8,400</u>	<u>8,400</u>	<u>8,400</u>	<u>31,500</u>
SUBTOTAL ADMINISTRATIVE COSTS	\$24,890	\$31,626	\$31,626	\$31,635	\$ 119,777
PROGRAM COSTS					
Salaries	\$131,899	\$ 176,640	\$ 176,640	\$176,800	\$ 661,979
Benefits	24,346	35,668	35,668	31,824	127,506
Services and Supplies	20,613	25,062	25,062	28,737	99,474
Subcontractors	8,250	11,000	11,000	11,000	41,250
One time start-up costs	<u>12,690</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12,690</u>
SUBTOTAL PROGRAM COSTS	\$197,798	\$ 248,370	\$ 248,370	\$248,361	\$ 942,899
TOTAL GROSS COSTS	\$222,688	\$ 279,996	\$ 279,996	\$279,996	\$ 1,062,676
REVENUE					
MHSA	<u>\$222,688</u>	<u>\$ 279,996</u>	<u>\$ 279,996</u>	<u>\$279,996</u>	<u>\$ 1,062,676</u>
TOTAL REVENUE	\$222,688	\$ 279,996	\$ 279,996	\$279,996	\$ 1,062,676
TOTAL MAXIMUM OBLIGATION	\$222,688	\$ 279,996	\$ 279,996	\$279,996	\$ 1,062,676"

7. Exhibit A, Paragraph III. Payments, Subparagraph A, introductory paragraph of the Contract is deleted in its entirety and replaced with the following:

"A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amounts of \$24,743 per month for Period One, the amount of \$23,333 for Period Two, Period Three, and Period Four, as specified in the Referenced Contract Provisions of the Agreement."

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 Equivalent (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

ADMINISTRATION	<u>FTEs</u>
Operations Manager	<u>0.25</u>
ADMINISTRATION SUBTOTAL	0.25
 PROGRAM	
Community Education Coordinator	1.00
Program Administrator	0.63
Peer Mentor	1.50
Mentor Coach and After Class Care Coordinator	0.25
Community Outreach Coordinator	0.38
Support Groups and Education Trainer Coordinator	0.50
NAMI Nights Coordinator	0.25
Subcontractor	<u>0.04</u>
PROGRAM SUBTOTAL	4.55
 TOTAL FTEs	 4.80"

This Amendment No. 1 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, 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: NATIONAL ALLIANCE ON MENTAL ILLNESS ORANGE COUNTY

Steve Pitman _____ President _____

Print Name _____ Title _____

DocuSigned by: Steve Pitman _____ 3/20/2020 _____

F779C4066D2A4F4... _____ Date _____

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

Brittany McLean _____ Deputy County Counsel _____

Print Name _____ Title _____

DocuSigned by: Brittany McLean _____ 3/21/2020 _____

9713A4081D4343D... _____ Date _____