



**AMENDMENT NO. 4  
TO  
CONTRACT NO. MA-042-18010716  
FOR  
FAMILY SUPPORT SERVICES**

This Amendment (“Amendment No. 4”) to Contract No. MA-042-18010716 for Family Support Services is made and entered into on July 1, 2022 (“Effective Date”) between NAMI Orange County (“Contractor”), with a place of business at 1810 East 17<sup>th</sup> Street, 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 Street, Suite 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 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 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to renew the Contract for one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$279,996, for a revised cumulative total amount not to exceed \$1,062,676, renewable for one additional one year period; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract, effective August 1, 2020 through December 30, 2020, to add outreach and emergency assistance services due to the COVID-19 pandemic and to increase the Contract’s amount not to exceed by \$30,000, for a revised cumulative total amount not to exceed \$1,092,676; and

WHEREAS, the Parties executed Amendment No. 3 to correct the name of Contractor in the Contract, to amend and add standard language paragraphs in the Contract, including Exhibit A, and to renew the Contract for one year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$279,996, for a revised cumulative total amount not to exceed \$1,372,672; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to amend Exhibit A of the Contract and to renew the Contract for one year.

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, 2022 through June 30, 2023, in an amount not to exceed \$304,996 for this renewal term, for a revised cumulative total amount not to exceed \$1,677,668; on the amended terms and conditions.
2. Page 4, Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

**“Term:** October 1, 2017 through June 30, 2023

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  
 Period Five means the period from July 1, 2021 through June 30, 2022  
 Period Six means the period from July 1, 2022 through June 30, 2023

**Maximum Obligation:**

Period One Maximum Obligation:	\$ 222,688
Period Two Maximum Obligation:	279,996
Period Three Maximum Obligation:	279,996
Period Four Maximum Obligation:	309,996
Period Five Maximum Obligation:	279,996
Period Six Maximum Obligation:	<u>304,996</u>
TOTAL MAXIMUM OBLIGATION:	\$ 1,677,668”

3. Paragraph VI. 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, Period Three, Period Four, Period Five, and Period Six 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. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. 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. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.”

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 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>SIX</u>
ADMINISTRATIVE COST	
Indirect Costs	\$ 5,000
SUBTOTAL ADMINISTRATIVE COST	\$ 5,000
PROGRAM COST	
Salaries	\$220,741
Benefits	40,100
Services and Supplies	32,098
Subcontractor	<u>7,057</u>
SUBTOTAL PROGRAM COST	\$299,996
 TOTAL GROSS COST	 \$304,996
 REVENUE	
MHSA	<u>\$304,996</u>
TOTAL REVENUE	\$304,996
 TOTAL AMOUNT NOT TO EXCEED	 \$304,996”

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 \$25,416 per month for Period Six, as specified in the Referenced Contract Provisions of the Agreement. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement 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 the COUNTY’s Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement 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.”

6. Exhibit A, Paragraph V. Services, subparagraph B.4. of the Contract is deleted in its entirety and replaced with the following:

“4. CONTRACTOR shall include, but not be limited to, the following services:

a. Individual Sessions – Peer Connectors program - a peer-to-peer intervention led by peer mentors and designed to provide participants with individualized support, education and skill-building knowledge to help them strengthen relationships with their families, increase cooperation, and to understand and navigate the community-based services. Each Peer Mentor will provide this support to a minimum of ten (10) participants on a weekly basis for twelve (12) weeks.

b. Psycho-Educational Classes and Workshops – service designed to provide support and education for families with a child or family member experiencing co-occurring substance use disorders and mental health issues or behavioral health conditions, in order to develop skills to strengthen relationships and solve problems. These services will utilize the following educational programs:

1) Family-to-Family - a twelve-week course utilizing evidence-based curriculum about substance use disorders and mental illness diagnosis and treatment, empathy, and effective communication, with the goal of increasing problem solving skills, and to teach self-care and advocacy. Each class series shall have a minimum of ten (10) participants. The classes will meet on a weekly basis. There will be a total of four (4) courses provided.

2) Basics - a six-week course for parents of children with a mental illness, designed to educate about mental illness, parenting skills, caring for siblings, self-care and collaboration with providers and educators, Two (2) courses will be provided.

3) Peer-to-Peer - a ten-week course about recovery for participants who are interested in establishing and maintaining wellness. Classes will stress the importance of self-care for family members and will be taught by those who have lived experience. Each course shall have a minimum of ten (10) participants in each course. There will be a total of three (3) courses provided.

4) Educational presentations - One-time educational presentations on topics, including but not limited to: mental illness, early warning signs, stress management, bullying, social media, living in recovery, and available resources. These presentations will include Ending the Silence for students, parents and/or teachers, In Our Own Voice and Group Education consisting of interactive and/or educational presentations. Each presentation shall have a minimum of fifteen (15) participants. A total of fifteen (15) educational presentations will be provided.

c. Support groups - family and peer connection groups designed to increase participants' learning, coping and self-care skills, and to provide ongoing support in various situations. Family and peer connection support groups shall be conducted at a minimum twice a month.”

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

“C. UNITS OF SERVICE

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

Units of Service	
Group Support Sessions	160
Total Participants Attending Group Sessions	2,100
Total Unduplicated Participants in Group Sessions	500
Total Number of Individual Sessions (Peer Connector)	576
Family Engagements	102
Total Participants in Family Support Groups	1,200”

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 Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM

Operations Manager	0.20
Program Manager	1.00
Program Administrator	0.63
Peer Mentors	1.50
Mentor Coach and After Class Care	0.37
Outreach Coordinator	0.38
Support Groups Coordinator	0.40
NAMI Nights Coordinator	0.25
Subcontractor	<u>0.04</u>
PROGRAM SUBTOTAL	4.73
TOTAL FTEs	4.77”

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. 4. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be that of either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of 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 bylaws demonstrating the legal authority of the signature to bind the company.

**Contractor: NAMI Orange County**

Steve Pitman	President
_____	_____
Print Name	Title
DocuSigned by: Steve Pitman	2/9/2022
Sig _____	_____
F77904066D2A4F4...	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	2/10/2022
S _____	_____
9713A4061D4343D...	Date