



AMENDMENT NO. ~~34~~
TO
CONTRACT NO. MA-042-18010716
FOR
FAMILY SUPPORT SERVICES

This Amendment ("Amendment No. ~~34~~") to Contract No. MA-042-18010716 for Family Support Services is made and entered into on July 1, ~~2024~~2022 ("Effective Date") between NAMI Orange County ("Contractor"), with a place of business at 1810 East 17th 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 ~~now desire to enter into this~~ 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 ~~for County to continue receiving and Contractor to continue providing the services set forth in the Contract.~~ 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. Contractor's name in the Contract is corrected to read "NAMI Orange County", effective October 1, 2017. All references to "National Alliance on Mental Illness Orange County" in the Contract shall be references to "NAMI Orange County".~~
- ~~2.1.~~ The Contract is renewed for a term of one (1) year, effective July 1, ~~2024~~2022 through June 30, ~~2022~~2023, in an amount not to exceed \$~~279,304~~279,996 for this renewal term, for a revised cumulative total amount not to exceed \$1,~~372,672~~677,668; on the amended terms and conditions.

~~3.2.~~ 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, ~~2022~~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
<u>Period Six Maximum Obligation:</u>	<u>304,996</u>
TOTAL MAXIMUM OBLIGATION:	\$ 1,372,672”

~~4.~~ Paragraph I. Acronyms of the Contract is amended to add the following:

~~“AH. CAP Corrective Action Plan 677,668”~~

~~5.3.~~ 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 ~~Five~~,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.”

~~6. Paragraph XI. 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 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 Agreement, 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 Agreement 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 Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.~~

~~C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement 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 Agreement. 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 Agreement 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 Agreement, 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 Agreement, 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 Agreement, the COUNTY may terminate this Agreement.~~

~~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 GEO/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
Professional Liability Insurance	\$1,000,000 per claims made
	\$1,000,000 aggregate

~~Sexual Misconduct Liability \$1,000,000 per occurrence~~

~~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 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 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. All insurance policies required by this Agreement 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 AGREEMENT**.~~

~~L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) 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 Agreement.~~

~~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 Agreement.~~

~~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 address as specified in the Referenced Contract Provisions of this Agreement.~~

~~P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by COUNTY, COUNTY may immediately terminate this Agreement without penalty.~~

~~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 Agreement. 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 Agreement 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 Agreement, 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 Agreement.~~

~~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 the COUNTY at the address as~~

~~specified in the Referenced Contract Provisions of this Agreement.~~

~~3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement 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 Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement 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 Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement 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."~~

~~7.1 Paragraph XXVII. Termination of the Contract is deleted in its entirety and replaced with the following:~~

~~"A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.~~

~~B. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:~~

~~1. The loss by CONTRACTOR of legal capacity.~~

~~2. Cessation of services.~~

~~3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.~~

~~4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.~~

~~5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.~~

~~6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.~~

~~7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.~~

~~C. CONTINGENT FUNDING~~

~~1. Any obligation of COUNTY under this Agreement is contingent upon the following:~~

~~a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and~~

~~b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.~~

~~2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.~~

~~D. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Not To Exceed Amount of this Agreement to be consistent with the reduced term of the Agreement.~~

~~E. In the event this Agreement is terminated CONTRACTOR shall do the following:~~

~~1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.~~

~~2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.~~

~~3. Until the date of termination, continue to provide the same level of service required by this Agreement.~~

~~4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.~~

~~5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client's best interests.~~

~~6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.~~

~~7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.~~

~~8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.~~

~~9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.~~

~~F. COUNTY may terminate this Agreement, without cause, upon thirty (30) calendar days' written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement."~~

~~8. Paragraph XXX. Conflict of Interest is added to the Contract as follows:~~

~~**"XXX. CONFLICT OF INTEREST**~~

~~CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties."~~

~~9. Paragraph XXXI. Dispute Resolution is added to the Contract as follows:~~

~~**"XXXI. DISPUTE RESOLUTION**~~

~~A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the COUNTY Deputy Purchasing Agent by way of the following process:~~

~~1. CONTRACTOR shall submit to the COUNTY Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.~~

~~2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.~~

~~B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.~~

~~C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.~~

~~D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county."~~

~~10.4.~~ 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>
	FIVE <u>SIX</u>
ADMINISTRATIVE COST	
Salaries	\$ 25,464

— Benefits	-4,760	
Indirect Costs		— \$ 5,000
SUBTOTAL		\$ 35,224 <u>5,000</u>
ADMINISTRATIVE COST		
PROGRAM COST		
Salaries	\$ 174,252	<u>220,741</u>
Benefits	31,365	<u>40,100</u>
Services and Supplies		32,098
Subcontractor		<u>7,057</u>
SUBTOTAL PROGRAM COST	\$ 244,772	<u>299,996</u>
TOTAL GROSS COST		\$ 279,304 <u>304,996</u>
REVENUE		
MHSA		\$ 279,304 <u>304,996</u>
TOTAL REVENUE		\$ 279,304 <u>304,996</u>
TOTAL AMOUNT NOT TO EXCEED		\$ 279,304 <u>304,996</u> "

~~11.5.~~ 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 ~~\$23,333~~ 25,416 per month for Period ~~Five~~ 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."

~~12.6.~~ Exhibit A, Paragraph V. Services, subparagraph ~~A.4~~ B.4 is added to of the Contract ~~as~~

~~follows~~ is deleted in its entirety and replaced with the following:

~~“4. In the event of a public health concern and/or a request is made to abide by local, state and/or federal recommendations, services may be changed from in-person to a virtual setting. When adjustments to locations are necessary, CONTRACTOR shall provide ADMINISTRATOR with foreseeable and appropriate written notice in advance of such changes~~

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

”

~~13. Exhibit A, Paragraph V. Services, subparagraphs B.4.a., B.4.b.4 and B.4.d. and subparagraph C., of the Contract are deleted in their entirety and replaced with the following:~~

~~“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:

~~“d. First Responders Support Groups—these services are designed to provide trauma-informed, peer-based support to first responders and healthcare workers, including but not limited to, fire fighters, police officers, sheriffs, 911 operators, doctors, nurses, social workers, community health workers, and community navigators in Orange County, who may be experiencing a variety of stressors due to the nature of their jobs. These groups will meet at least once a month, with a minimum of two (2) Participants in attendance at each session.”~~

“C. UNITS OF SERVICE

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

Units of Service	
Group Support Sessions	447 <u>160</u>
Total participants attending <u>Participants Attending</u> Group Sessions	1,240 <u>2,100</u>
Total Unduplicated Participants in Group Sessions	500
Total number <u>Number</u> of Individual Sessions (Peer Connector)	576
Family Engagements	102
Total Participants in Family Support Groups	306 <u>1,200</u> ”

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.

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

This Amendment No. 34 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. 34 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 34 shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 34 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. ~~34~~. 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

_____	_____
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