

AMENDMENT NO. 23

TO
CONTRACT NO. MA-042-20011327
 FOR
ADULT BEHAVIORAL HEALTH OUTPATIENT RECOVERY CENTER SERVICES

This Amendment ("Amendment No. 23") to Contract No. MA-042-20011327 for Adult Behavioral Health Outpatient Recovery Center Services is made and entered into on May 24, 2022July 1, 2023 ("Effective Date") between Orange County Association for Mental Health dba Mental Health Association of Orange County ("Contractor"), with a place of business at 1971 East 4th Street, Suite 130 A, 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-042-20011327 for Adult Behavioral Health Outpatient Recovery Center Services, effective July 1, 2020, through June 30, 2023, in a total amount not to exceed \$9,572,940; renewable for two additional one-year periods ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1, on December 22, 2020, to include Federal Emergency Management Agency (FEMA) provisions to Contract for COVID-19 related needs for the term of July 1, 2020, through December 30, 2020, to allow invoicing for COVID-19 related expenditures; and

WHEREAS, on or about May 24, 2022, the Parties now desire to enter into thisexecuted Amendment No. 2 to modify the Budget paragraph in Exhibit A of the Contract and to increase the Contract's Period Two Amount Not to Exceed \$3,296,980, and Period Three Amount Not to Exceed and \$3,549,938, for a revised cumulative total amount not to exceed \$10,037,898; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to amend Exhibit A to reflect changes in budget and staffing needs but with no alterations to the scope and services Contractor is required to providerenew the Contract for two years through June 30, 2025, and amending Reference Contract Provisions, Paragraph XIV, and Exhibit A of the Contract as sited below; and

NOW THEREFORE, CONTRACTOR and COUNTY agree to amend the Contract as follows:

1. The Contract's Period Two Amount Not to Exceed is increased by \$106,000 from \$3,190,980 to \$3,296,980 and Period Three Amount Not to Exceed is increased by \$358,958, from \$3,190,980 to \$3,951,143. Period Four Amount Not to Exceed is set at \$4,814,444, and Period Five Amount Not to \$3,549,938Exceed is set at \$4,933,095, for a new total amount not to exceed \$10,037,89820,186,642.

Referenced Contract Provisions,

2. Page 4 of the Contract, entitled, "REFERENCED CONTRACT PROVISIONS," the Term and Maximum Obligation provision, of the Contract is provisions are deleted in its 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

Amount Not To Exceed:

Period One Amount Not to Exceed: _____ \$ _____
\$3,190,980

Period Two Amount Not to Exceed: _____
\$3,296,980

Period Three Amount Not To Exceed: _____
\$3,549,938951,143

Period Four Amount Not To Exceed: \$4,814,444

Period Five Amount Not To Exceed: \$4,933,095

TOTAL AMOUNT NOT TO EXCEED: \$
10,037,89820,186,642"

All references in

3. Paragraph XIV, Indemnification and Insurance, of the Contract to "Maximum Obligation" shall be is deleted in its entirety and replaced with "Amount Not the following:

XIV. INDEMNIFICATION AND INSURANCE

3. 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 Exceed-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 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 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 County's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR shall indemnify 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 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 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).

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 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 \$1,000,000 aggregate
Sexual Misconduct	\$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 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 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 CONTRACT.

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

M. 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.

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 department address listed in the Referenced Contract Provisions of this Agreement.

P. If CONTRACTOR does not provide the insurance certificates and endorsements within seven (7) calendar days of notification by COUNTY, COUNTY may immediately terminate this Agreement for cause.

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 provide acceptable Certificate of Insurance and endorsements to 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."

4. Exhibit A, Paragraph II_a, Budget, subparagraph A of the Contract is ~~deleted in its entirety and replaced with the following~~^{amended with respect to Periods Three, Four and Five and Total, as follows:}

"A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Contract and the following budgets, which are set forth for informational purposes only.

	PERIOD <u>THREE</u> <u>ONE</u>	PERIOD <u>TWO</u> <u>FOUR</u>	PERIOD <u>FIVE</u> <u>THREE</u>	<u>TOTAL</u> <u>(incl.</u> <u>Periods 1 and 2)</u>
ADMINISTRATIVE COST				
Indirect Costs	\$ <u>341,888,393.30</u>	\$ <u>353,200,515.83</u>	\$ <u>353,287,528.54</u>	\$ <u>1,048,3752,132,</u> <u>774</u>
<u>8</u>	<u>3</u>	<u>5</u>		
SUBTOTAL	\$ <u>341,888,393.30</u>	\$ <u>353,200,515.83</u>	\$ <u>353,287,528.54</u>	\$ <u>1,048,3752,132,</u> <u>774</u>
ADMINISTRATIVE COSTS	<u>8</u>	<u>3</u>	<u>5</u>	
PROGRAM COST				
Salaries	\$1,339,243,830 .087	\$1,366,0002,3 09,384	\$1,643,6532,3 78,667	\$4,348,8969,223, 381
Benefits	<u>267,849,327.79</u> <u>8</u>	<u>268,180,461.87</u> <u>8</u>	<u>294,338,475.73</u> <u>4</u>	<u>830,3671,801,439</u>
Services and Supplies	<u>738,840,811.27</u> <u>8</u>	<u>801,600,848,10</u> <u>0</u>	<u>730,504,870,90</u> <u>0</u>	<u>2,270,9444,070,7</u> <u>18</u>
Subcontractor	<u>503,160,588.67</u> <u>2</u>	<u>508,000,679.24</u> <u>9</u>	<u>528,156,679.24</u> <u>9</u>	<u>1,539,3162,958,3</u> <u>30</u>
SUBTOTAL	<u>\$2,849,0923,5</u>	<u>\$2,943,7804,2</u>	<u>\$3,196,6514,4</u>	<u>\$8,989,52318,053</u>
PROGRAM COST	<u>57,835</u>	<u>98,611</u>	<u>04,550</u>	<u>.868</u>
TOTAL GROSS COST	\$3,190,980,951 .143	\$3,296,9804,8 14,444	\$3,549,9384,9 33,095	\$10,037,89820,18 6,642

REVENUE

Federal	\$	\$1,356,167444	\$1,356,167479	\$4,068,501
Medi-Cal	1,356,16718,3	,333	,929	6,055,993
	<u>43</u>			
MHSA-	<u>\$1,356,167</u>	<u>\$1,356,1673,3</u>	<u>\$1,3563,454,1</u>	<u>\$4,068,501</u>
Medi-Cal	<u>2,765,800</u>	<u>70,111</u>	<u>67</u>	<u>14,130,649</u>
Match				
Total	\$2,712,334	\$2,712,3344.8	\$2,712,3344.9	\$8,137,00213,698
Medical REVE	<u>3,951,143</u>	<u>14,444</u>	<u>33,095</u>	<u>,682</u>
<u>NUE TOTAL</u>				
MHSA	<u>\$ 478,646</u>	<u>\$ 584,646</u>	<u>\$ 837,604</u>	<u>\$1,900,896</u>
TOTAL	\$	\$3,296,9804.8	\$3,549,9384.9	\$10,037,89820,18
AMOUNT	3,190,980951,	<u>14,444</u>	<u>33,095</u>	<u>6,642”</u>
NOT TO	<u>143</u>			
EXCEED				

5. Exhibit A, Paragraph III. Payments, subparagraph A (not including subparagraphs A.1, A.2 or A.3) of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$265,915 per month for Period One, \$283,582 per month for Period Two, and \$295,828\$329,262 per month for Period Three, \$401,204 per month for Period Four, and \$411,091 per month for Period Five. All payments are interim payments only and are 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 Total Amount Not To Exceed as noted 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 VII. 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 FTEs continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours of work per week.

DIRECT PROGRAM

Director of Clinical Operations	1. <u>0000</u>
	<u>0</u>
Program Director	3. <u>0000</u>
	<u>0</u>
Program Assistant	4. <u>0000</u>
	<u>0</u>
Manager of Billing and Data Statistics	1. <u>0000</u>
	<u>0</u>
— <u>Billing Specialist</u> <u>Data Analyst</u>	1. <u>0000</u>
	<u>0</u>
— <u>Clinical Supervisor</u> <u>Billing Specialist</u>	1. <u>0000</u>
	<u>0</u>
— <u>Rehabilitation Specialist II</u> <u>Clinical Lead</u>	15. <u>000</u>
	<u>3.00</u>
Rehabilitation <u>Worker</u> <u>Specialist II</u>	1. <u>6251</u>
	<u>5.00</u>
<u>Rehabilitation Worker</u>	2. <u>1800</u>
<u>Employment/Education Specialist</u> <u>Clubhouse</u>	<u>0</u>
<u>Coordinator</u>	<u>2.00</u>
<u>Clubhouse Coordinator</u> <u>SUBTOTAL PROGRAM</u>	29. <u>805</u>
	<u>3.25</u>
<u>SUBTOTAL PROGRAM</u>	<u>36.25</u>
SUBCONTRACTOR	
Psychiatrist, Nurse Practitioner, Reg. Nurse, Lic. Clinician	<u>2.4903.</u>
	<u>60</u>
<u>SUBTOTAL SUBCONTRACTOR</u>	<u>2.4903.</u>
	<u>60</u>
TOTAL FTE	<u>32.295</u>
	<u>39.85”</u>

7. This Amendment No. 23 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. 23 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 23 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by Amendment No. 23, remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. 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: Orange County Association for Mental Health dba Mental Health Association of Orange County

Jeff Thrash
Print Name

CEO
Title

Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

William Norsetter
Print Name

Deputy Purchasing Agent
Title

Signature

Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Brittany McLeanMark Servino
Print Name

Deputy County Counsel
Title

Signature

Date