

AMENDMENT NO. 1 TO AGREEMENT

This Amendment No. 1 to Agreement is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and The Parenting Connection of Monterey County, hereinafter referred to as CONTRACTOR.

WHEREAS, on April 12, 2022, the COUNTY and CONTRACTOR have entered into Agreement, and

WHEREAS, the COUNTY and COUNTRACTOR request to amend the Agreement as specified below;

1. Extend the term of the Agreement for an additional year: FY 2023-24.
2. Increase services and funding for FYs 2022-24.

NOW THEREFORE, the COUNTY and COUNTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to EXHIBIT A-1.
2. EXHIBIT B: PAYMENT AND BILLING PROVISIONS is replaced by EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement are unchanged and unaffected by this AMENDMENT NO.1 and shall continue in full force and effect as set forth in the Agreement.
4. This AMENDMENT NO. 1 shall be effective July 1, 2022 through June 30, 2024.
5. This Amendment increases the contract amount by \$500,000, for a new contract amount of \$557,000
6. A copy of this Amendment shall be attached to the original Agreement executed by the County on April 12, 2022.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____


By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

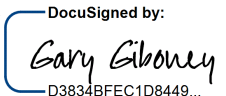
Date: _____

Approved as to Form ¹

By: 
County Counsel
5/24/2022 | 3:50 PM PDT

Date: _____

Approved as to Fiscal Provisions²

By: 
Auditor/Controller
5/24/2022 | 4:00 PM PDT

Date: _____

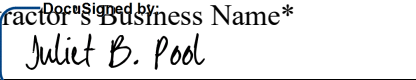
Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

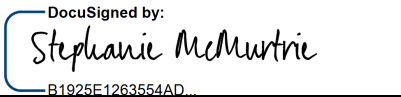
County Board of Supervisors' Agreement Number: _____.

The Parenting Connection Monterey County

By: 
Contractor's Business Name*
(Signature of Chair, President,
or Vice-President) *

Juliet B. Pool, Executive Director
Name and Title

Date: 5/17/2022 | 2:50 PM PDT

By: 
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer) *

Stephanie McMurtrie Adams, Board Chair
Name and Title

Date: 5/18/2022 | 2:16 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-1: PROGRAM DESCRIPTION

I. IDENTIFICATION OF CONTRACTOR

The Parenting Connection of Monterey County
PO Box 1052
Marina CA 93933

II. SERVICES DESCRIPTION

A Maternal Mental Health Peers (MMHP) Leadership Support Program will provide free services for Monterey County mothers, caregivers, and families to prevent Perinatal Mood and Anxiety Disorders (PMAD) from developing and/or provide early intervention mental health supports. A three-tiered targeted outreach strategy intended to reach Salinas and South County low-income, Spanish and indigenous language-speaking residents.

3-Tiered Outreach Service Delivery

- POP-UP support services and outreach: CONTRACTOR will attend Farmer's Markets, Community Based Events, and Local Community Centers.
- Peer-To-Peer Support Training: CONTRACTOR staff will become certified Peer-To-Peer Trainers and Maternal Mental Health (MMH) Support Specialists to increase local capacity for MMH support. Staff will support the warmline and provide training to mothers, fathers and co-parents who have lived experience with postpartum illness to become volunteer MMH Peers. MMH Peers will be trained to facilitate support groups.
- Professional Workshops: CONTRACTOR staff will grow program capacity by providing training for other like-minded parent-focused programs for clinical and community agencies.

A. Mental Health Peers Leadership Support Program

1. PROGRAM ACTIVITIES AND DELIVERABLES

Staffing and Training

- a. Hire and train a Peer-To-Peer Training and Leadership Specialist (PLS) to manage the PTP program.
- b. Hire and train support staff to assist the PLS, including maintaining a FT Peer Navigator.
- c. Train a minimum of two and a maximum of 12 Peer-To-Peer Volunteer Support Specialists providing 1:1 and group support.

Outreach

- d. Identify a local marketing partner to help develop a bilingual social media and marketing strategy to normalize pregnancy and postpartum support to prevent PMAD

- e. Identify new locations for delivering support and training spaces with the goal of three new location spaces in libraries, community centers, and other community-based service centers in FY2022-23 and up to a maximum of 10 training and support sites in 2023/24.
- f. Establish a Train-the-Trainer program to increase volunteer outreach and community involvement which will support the development of a sustainability plan for ongoing funding
- g. Attend a minimum of 20 and maximum of 100 outreach events.
- h. CONTRACTOR will work with local resources to establish multiple locations for PCMC office hours in Salinas and South County to provide easy access to support staff by the community on a weekly and/or monthly basis.

MMH Support Services for Individuals

- i. CONTRACTOR will support a minimum of 1,000 women through monthly bilingual, Spanish and English MMH Postpartum Wellness groups, outreach events, warmline support calls and other programs and classes in Salinas and South County during FY22/23 and up to 2000 women in FY23/24.
- j. CONTRACTOR will provide up to 12 Postpartum Support Circle presentations (50% in Spanish) on postpartum awareness, perinatal support services, and parenting support for parents and/or caregivers FY 22/23 and up to 24 (50% in Spanish) FY 23/24
- k. CONTRACTOR will establish three to five working MMHP Peer-to-Peer supported programs in Salinas and South County communities utilizing the curriculum developed by Mothers and Babies by the end of FY 22/23
- l. CONTRACTOR will respond to all calls to the Maternal Mental Health Warmline within 8 hours of call (MMHW) FY 22/23, by December 30, 2022. Call volume will increase by 30%
- m. CONTRACTOR will provide information and resources to women and caregivers, through community outreach events. Staff present at the outreach events will have specialized training to address commonly occurring issues for pregnant and postpartum women.

MMH Support Services for Service Providers

- n. CONTRACTOR will provide three presentations on signs and symptoms of perinatal mood disorders and available resources to providers and/or organizational staff in FY 22/23 and up to five in FY 23/24.

2. PROGRAM OUTCOMES

Outcome Measures (Survey administered before and after attending information sessions/workshops in English and Spanish)

- a. MMH Peers Program will collect unduplicated numbers of individuals who are served by the Pop-Up Services, Peer-to-Peer Support groups, and MMH Professional Development Workshops with service contact sheets that specify whether the contact

was an individual or family

Outcome measures for parents and caregivers:

- b. Percentage increase awareness of the signs and symptoms of perinatal mood disorders among parents/caregivers who attend program/services
- c. Percentage increase knowledge of available community resources among parents who attend program/services on perinatal support services
- d. Number of participant parents and/or caregivers who indicate that they plan to access maternal mental health services for issues or questions should they arise
- e. Number of parents and/or caregivers will say that they felt better able to navigate MMH postpartum complications after receiving services

Outcome measures for service providers:

- f. Percentage increase awareness of the signs and symptoms of perinatal mood disorders among service providers who attend program/services
- g. Percentage increase knowledge of available community resources among service providers who attend program/services
- h. Number of participant service providers who indicate they plan to refer participants

III. REPORTING REQUIREMENTS

For MHSA PEI:

Monterey County Behavioral Health (MCBH) shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in the Program Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

For CRRSAA:

MCBH shall provide to CONTRACTOR the reporting requirements as approved by the Department of Health Care Services for the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Community Mental Health Services Block Grant (MHBG).

CONTRACTOR shall submit reports consisting of participant outcomes and demographic data collected through pre/posttest measures assessed before and after workshops/information sessions.

IV. CONTRACT MONITOR

Dana Edgull
Behavioral Health Services Manager
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd.
Salinas, CA 93906

(831) 796-6110
edgulldr@co.monterey.ca.us

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EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated, Provisional Rates and Cash Flow Advance up to the maximum contract amount

II. PAYMENT RATE

CONTRACTOR shall be reimbursed the following negotiated rates which are subject to all the cost report conditions set forth in this Exhibit B.

CRRSAA Source of Funds

Payment Period	Payment Method	Annual Total
April 11, 2022 - June 30, 2022	Total FY22 CCRSAA funds, or \$27,250	\$27,250
July 1, 2022 - Dec 30, 2022	1/6th of total FY 2023 CCRSAA funds, or \$4542.00 per month	\$29,250
Total Maximum Amount for FY 2021-23		*\$57,000

*CRRSAA COMPLETE EXPENDITURE OF FUNDS

*CRRSAA (Coronavirus Response and Relief Supplemental Appropriations Act) and ARPA (American Rescue Plan Act) Funds must be expended by Dec. 31, 2022.

MHSA/PEI Source of Funds

Payment Period	Payment Method	Annual Total
FY 2022-23	1/12th of the total annual PEI amount or \$20,833.33 per month	\$250,000
FY 2023-24	1/12th of the total annual PEI amount or \$20,833.33 per month	\$250,000
Total Maximum Amount for FY 2022-24		\$500,000

III. PAYMENT CONDITIONS

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues **collected** by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section II. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section IV.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section II, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and

paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR’S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

IV. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$557,000** for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2021-22	\$29,750
FY 2022-23	\$277,250
FY 2023-24	\$250,000
TOTAL MAXIMUM LIABILITY	\$557,000

The County retains the right to adjust the funding sources as may be required.

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY’S maximum liability under this Agreement.

- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

V. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VI. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State’s Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY’S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY’S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board’s approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR’S performance hereunder or by any provision of this Agreement during any of COUNTY’S current or future fiscal year(s) unless and until COUNTY’S Board of Supervisors appropriates funds for this Agreement in COUNTY’S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VII. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term “Director” in all cases shall mean “Director or his/her designee.”