

AMENDMENT NO. 1 TO COUNTY OF MONTEREY STANDARD AGREEMENT
BY AND BETWEEN
COUNTY OF MONTEREY AND CRISIS SUPPORT SERVICES OF ALAMEDA COUNTY

THIS AMENDMENT NO. 1 to AGREEMENT A-13603 is made by and between the County of Monterey, hereinafter referred to as “COUNTY,” and **CRISIS SUPPORT SERVICES OF ALAMEDA COUNTY**, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into Agreement A-13603 dated June 27, 2017 (Agreement); and

WHEREAS the parties desire to amend the Agreement as specified below;

1. Increase units of service and funding for FY 2019-20.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS is replaced by EXHIBIT A-1. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-13603 are unchanged and unaffected by this Amendment NO. 1 and shall continue in full force and effect as set forth in the Agreement.
3. This Amendment increases the contract amount by \$75,082, for a total contract amount of \$293,773.
4. This Amendment NO. 1 shall be effective July 1, 2019.
5. A copy of this Amendment NO. 1 shall be attached to the original Agreement executed by the County on June 27, 2017.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to Agreement A-13603 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Manager

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: Stacy Paella
Dep County Counsel

Date: 7/10/19

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 7/10/19

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CRISIS SUPPORT SERVICES OF
ALAMEDA COUNTY

Contractor's Business Name*

By: Nancy Salamy
(Signature of Chair, President, or Vice-President)*

Nancy Salamy, Exec. Dir.
Name and Title

Date: 6/27/2019

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

Elisay V. DiGiuseppe, Fiscal Officer.
Name and Title

Date: 6/29/2019

*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

²Approval by Auditor-Controller is required

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

EXHIBIT A-1 – SCOPE OF SERVICES / PAYMENT PROVISIONS

**County of Monterey Health Department /
Behavioral Health Bureau
and
Crisis Support Services of Alameda County**

This Exhibit A shall be incorporated by reference as part of Agreement attached hereto governing work to be performed under the attached referenced Agreement, the nature of the working relationship between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “COUNTY”) and **Crisis Support Services of Alameda County** (hereinafter referred to as CONTRACTOR) and specific obligations of the CONTRACTOR.

A. SCOPE OF SERVICES

A.1 IDENTIFICATION OF CONTRACTOR

Crisis Support Services of Alameda County
P.O. Box 3120
Oakland, CA 94609
(510) 420-2460

A.2 PROGRAM NARRATIVE

Monterey County Health Department Behavioral Health Bureau (BHB) is mandated to maintain a toll-free, 24/7 access telephone to provide linkage to services and support to Monterey County residents seeking mental health services.

Founded in 1966, Crisis Support Services of Alameda County (CSSAC) provides crisis intervention telephone counseling services to programs serving high consumers of mental health services. CSSAC is also certified as meeting the standards of practice of the American Association of Suicidology, and as a member of the National Suicide Prevention Lifeline, CSSAC also adheres to the Best Practice standards in suicide prevention and crisis intervention.

A.3 SCOPE OF SERVICES

CONTRACTOR shall provide services, equipment and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Provide live, trained counselors experienced in crisis intervention and triage, emergency screening, and computer operations to be able to respond to, document and route after-hours crisis and other urgent calls to designated County emergency and non-emergency contacts.
2. Staff COUNTY telephone crisis support lines and provide after-hours crisis support services Monday through Thursday from 5:00 p.m. to 8:00 a.m., Friday 5:00 p.m.

through Monday 8:00 a.m., and on the following 2017, 2018 and 2019 County of Monterey Holidays:

2017:

- | | |
|--------------------------------|------------------------|
| a. Tuesday, July 4, 2017 | Independence Day |
| b. Monday, September 5, 2017 | Labor Day |
| c. Friday, November 10, 2017 | Veterans Day |
| d. Thursday, November 23, 2017 | Thanksgiving Day |
| e. Friday, November 24, 2017 | Day After Thanksgiving |
| f. Monday, December 25, 2017 | Christmas Day |

2018:

- | | |
|--------------------------------|-----------------------------|
| a. Tuesday, January 2, 2018 | New Year's Day |
| b. Monday, January 15, 2018 | Martin Luther King, Jr. Day |
| c. Monday, February 19, 2018 | President's Day |
| d. Monday, May 28, 2018 | Memorial Day |
| e. Wed, July 4, 2018 | Independence Day |
| f. Monday, September 3, 2018 | Labor Day |
| g. Monday, November 12, 2018 | Veterans Day |
| h. Thursday, November 22, 2018 | Thanksgiving Day |
| i. Friday, November 23, 2018 | Day After Thanksgiving |
| j. Tuesday, December 25, 2018 | Christmas Day |

2019:

- | | |
|---------------------------------|-----------------------------|
| a. Wednesday, January 2, 2019 | New Year's Day |
| b. Monday, January 21, 2019 | Martin Luther King, Jr. Day |
| c. Monday, February 18, 2019 | President's Day |
| d. Monday, May 27, 2019 | Memorial Day |
| e. Thursday, July 4, 2019 | Independence Day |
| f. Monday, September 2, 2019 | Labor Day |
| g. Monday, November 11, 2019 | Veterans Day |
| h. Thursday, November 28, 2019 | Thanksgiving Day |
| i. Friday, November 29, 2019 | Day After Thanksgiving |
| j. Wednesday, December 25, 2019 | Christmas Day |

3. Provide multi-lingual after-hours crisis support services to Monterey County residents of all age and cultural groups.
4. Provide support for non-urgent calls from clients, handling grievances or complaints, requests for services and information, and accepting messages for Care Providers.
5. Provide support for non-urgent calls from staff or professionals, routing requests for psychological evaluations to the on-call Crisis Team worker, scheduling changes to the on-call calendar, and managing general inquiries from other professionals (police, physician, crisis worker, etc.)
6. Track counselor time and activity.

7. Maintain a Client Call Database.
8. Secure client data in compliance with HIPAA privacy standards for protected health information.
9. Provide a daily detailed Call Report from the previous after-hours period. Call Reports to include (at a minimum), call time, call narrative, counselor name, specific intervention, and if applicable, time and response from the on-call Crisis Team worker, and other pertinent data.
10. Provide a monthly call statistic summary report via FAX or email, by the first week of the following month, including gross call volume and time distribution.
11. Provide a quarterly statistical breakdown outlining call types, referrals made to outside agencies, caller geographic location, and caller age group, race/ethnicity (when information provided by caller) # of callers who have mental health issues, # of callers who have substance use disorders and # of callers who have dual-diagnosis.
12. Coordinate with designated County Information Technology Department staff to integrate phone lines and answering systems.

A.4 PERIOD OF PERFORMANCE

Subject to other Agreement provisions, the period of performance under this Amendment will be from July 1, 2017 through June 30, 2020.

B. PAYMENT PROVISIONS

B.1 PAYMENT TYPE

Negotiated Rate (NR) up to the maximum contract amount.

B.2 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$293,773** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

The breakdown of recurring and non-recurring charges for services provided under this Agreement is as follows:

- Recurring Monthly Cost for Crisis Line Support by Fiscal Year (FY):

Crisis Call Support Term	Estimated Call Volume/Month	Monthly Invoice Amount	Estimated Cost per Fiscal Year
July 1, 2017 - June 30, 2018	230 +/- 20%	\$5,896	\$70,753
Total Call Support Amount:			\$70,753

Crisis Call Support Term	Estimated Call Volume/Month	Monthly Invoice Amount	Estimated Cost per Fiscal Year
July 1, 2018 - June 30, 2019	230 +/- 20%	\$6,073	\$72,876
Total Call Support Amount:			\$72,876

Crisis Call Support Term	Estimated Call Volume/Month	Monthly Invoice Amount	Estimated Cost per Fiscal Year
July 1, 2019 - June 30, 2020	460 +/- 20%	\$12,512	\$150,144
Total Call Support Amount:			\$150,144

For FYs 2017-19, the charge for the services is based upon COUNTY expectations that CONTRACTOR will handle approximately 200 calls per month. In the event the number of monthly calls decreases or increases by 20% or more (contract range 160-240 calls per month) over a 3-month period, the charge for the services is subject to immediate modification, and either Party may initiate a negotiation for possible change in the rates charged or the Scope of Services.

For FY 2019-20, the charge for the services is based upon COUNTY expectations that CONTRACTOR will handle approximately 460 calls per month. In the event the number of monthly calls decreases or increases by 20% or more (contract range 368-552 calls per month) over a 3-month period, the charge for the services is subject to immediate modification, and either Party may initiate a negotiation for possible change in the rates charged or the Scope of Services.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.3 CONTRACTORS BILLING PROCEDURES

In order to receive any payment under this Agreement, CONTRACTOR shall submit its claims on an Invoice Form as agreed by COUNTY and CONTRACTOR, along with backup documentation, if necessary, or as requested by the COUNTY, 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 B.2, 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 C, 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

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.

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.

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.

To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

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.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

There shall be no travel reimbursement allowed during this Agreement.

B.4 MAXIMUM OBLIGATION OF COUNTY

Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$293,773 for services rendered under this Agreement.

Maximum Annual Liability:

FISCAL YEAR / TERM	SERVICE	AMOUNT
July 1, 2017 - June 30, 2018	After-Hours Telephone Crisis Support and Counseling Services	\$70,753
July 1, 2018 - June 30, 2019	After-Hours Telephone Crisis Support and Counseling Services	\$72,876
July 1, 2019 - June 30, 2020	After-Hours Telephone Crisis Support and Counseling Services	\$150,144
TOTAL AGREEMENT MAXIMUM LIABILITY		\$293,773

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.

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.

As an exception to the 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.

B.5 LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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.

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.

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.

B.6 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."

B.7 CONTRACT MONITOR

Kacy Carr
Behavioral Health Services Manager II
Monterey County Health Dept. Behavioral Health Bureau
1270 Natividad Rd. Salinas, CA 93906
(831) 755-8941
CarrK@co.monterey.ca.us