

AMENDMENT NO. 1 TO AGREEMENT A-12262

This Amendment No. 1 to Agreement A-12262 is made by and between the County of Monterey, a political subdivision of the State of California hereinafter referred to as COUNTY, and Central Coast Center for Independent Living, hereinafter referred to as CONTRACTOR.

Whereas COUNTY and CONTRACTOR have therefore entered into Agreement A-12262 dated July 13, 2012 (Agreement); and

Whereas the parties desire to amend the Agreement as specified below:

1. Extend the term by three fiscal years and increase the Mental Health Services Agreement in the amount of \$277,212.00. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$366,062.00.

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

1. Section IV, TERM AND TERMINATION, A. Term, is amended to read: This Agreement shall be effective from July 1, 2012 to June 30, 2016. Amendment No. 1 extends the term by three fiscal years to June 30, 2016.
2. EXHIBIT A of Agreement A-12262 is replaced with Amendment No. 1 to EXHIBIT A of Agreement A-12262. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 1 to EXHIBIT A.
3. EXHIBIT B of Agreement A-12262 is replaced with Amendment No. 1 to EXHIBIT B of Agreement A-12262. All references in the Agreement to EXHIBIT B shall be construed to refer to Amendment No. 1 to EXHIBIT B.
4. All other terms and conditions of Agreement A-12262 shall remain in full force and effect.

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

COUNTY OF MONTEREY

CONTRACTOR

By: Debra Zuphal
Contracts/Purchasing Officer

Date: 13 August 2013

By: [Signature]
Department Head (if applicable)

Date: 8-1-13

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: Stacy Smith
Deputy County Counsel

Date: 6/18/13

Approved as to Fiscal Provisions ²

By: [Signature]
Auditor/Controller

Date: 8-18-13

Approved as to Liability Provisions ³

By: _____
Risk Management

Date: _____

Central Coast Center for Independent Living
Contractor's Business Name*

By: Jennifer Williams
(Signature of Chair, President, or Vice-President)*

Jennifer Williams, President
Name and Title

Date: 6-7-13

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

Sheri Cline, Treasurer/Secretary
Name and Title

Date: 6-7-13

County Board of Supervisors' Agreement Number: A-12262

*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.

**AMENDMENT NO. 1
EXHIBIT-A**

**MENTAL HEALTH SERVICES AGREEMENT
BETWEEN
County of Monterey
Health Department Behavioral Health Bureau
AND
Central Coast Center for Independent Living**

This Exhibit-A shall be incorporated by reference as part of the Mental Health Services Agreement governing work to be performed under the above referenced Agreement, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of the CONTRACTOR.

I. PURPOSE: The purpose of this Agreement is to: provide information and referral services to people with mental health disabilities, individual advocacy, peer support, independent living skills training, and benefits counseling.

II. PERIOD OF PERFORMANCE: Subject to other Agreement provisions, the period of performance under this Agreement will be from July 1, 2012 through June 30, 2016.

III. SCOPE OF WORK:

A. PROGRAM NARRATIVE: Central Coast Center for Independent Living (CCCIL) is one of a nationwide network of Centers for Independent Living whose philosophy is that people with disabilities should have the same civil rights, options and control over choices in their own lives as do people without disabilities. Independent Living Centers are cross-disability, consumer-centered advocacy organizations. CCCIL's Independent Living program provides services to people with disabilities such as information and referral, housing assistance, individual advocacy, peer support, personal assistance services, independent living skills training, systems advocacy, assistive technology support (devices to help people with disabilities live independently) and benefits counseling.

Goal 1: A total of 50-100 consumers will receive a financial/medical benefits counseling, individual advocacy, housing assistance, independent living skills training and assistive technology (AT) services each year during the contract period beginning on July 1, 2013 through June, 30 2016.

Return to Work Benefits Counseling: CONTRACTOR will provide the following benefits counseling services:

- **Problem Solving & Advocacy-** will assist consumers to resolve any issues with Social Security Administration, Department of Social and Employment Services (Medi-Cal), Department of Rehabilitation and any other services providers/organizations.

- **Benefits Analysis & Advisement-** will assist consumers to understand their options to return to work and keep their Social Security and Medi-Cal/Medicare benefits.

CONTRACTOR will provide information about the different work incentives such; Medicare, Medi-Cal, Medicare Part D, Extended Medicare Coverage, 250% Working Disabled Program, Trial Work Period (TWP), Extended Period of Eligibility, Cessation & Grace Period, Expedited Re-Instatement, Subsidies, Impairment Related Work Expense, PASS plans, Countable Earned Income Calculation (for purposes of SSI) Student Earned Income Exclusion and 1619(b). CONTRACTOR will write benefits analysis reports for each consumer which outlines consumer's benefits, work incentives and consumers options to return to work and keep their benefits.

- **Benefits Support Planning-** will allow consumers to become self-sufficient by developing an Independent Living Plan (ILP). The ILP will outline goals, objectives and timelines for activities to be carried out.
- **Benefits Management-** will work in collaboration with consumer to design, implement, monitor and evaluate the outcome of the ILP.

Benefits Counseling: CONTRACTOR will assist consumers to gain access to financial and medical benefits and other services for which they may be eligible. CONTRACTOR will assist consumers to complete Medi-Cal applications, Social Security Work Activity Reports, Social Security Request for Waiver of Overpayments and Social Security disability benefits.

Housing Assistance: CONTRACTOR will provide information about subsidize housing, will assist consumers to complete the housing application and will provide self-advocacy training in how to look for accessible, affordable and available housing, and about removal of architectural barriers.

Independent Living Skills Training: CONTRACTOR will provide Independent Living Skills training and support in a variety of areas such as organization, time management, creating support systems, and other topics in order to develop social and organizational skills needed to live more independently.

Assistive Technology (AT) services: CONTRACTOR will match consumers with available services, vendors, training and potential funding opportunities, and will assist consumers to identify how to acquire, fund, fit, customize, maintain and/or repair AT.

Goal 2: A total of 35 consumers will receive information and referral services each year during the contract period beginning July 1, 2013 through June, 30, 2016.

CONTRACTOR will provide information on a wide range of topics related to disability and connects people to other sources that provide the services they are seeking. CONTRACTOR also provides information to community agencies about how they can make their services more accessible to people with disabilities. CONTRACTOR will provide information about the different federal and state benefits such the Unemployment, State Disability Insurance.

Goal 3: CONTRACTOR will provide a total of 7 outreach presentations to community partners and will participate in 5 community events each year during the contract period beginning July 1, 2013 through June, 30 2016. CONTRACTOR will provide information

about their services, work incentives and referral process. CONTRACTOR will provide presentations (including, but not limited) to each of the following community partners:

1. Monterey County Health Department, Behavioral Health Bureau
2. Alliance on Aging
3. Department of Rehabilitation
4. Monterey County Committee for the Employment of People with Disabilities
5. Commission on Disabilities
6. Monterey County Area Agency on Aging
7. Mental Health Commissioners

CONTRACTOR will participate in the following community events:

1. Día del Trabajador
2. Annual Embracing Wellness and Recovery Conference
3. Caregiver University
4. Family Fun Day
5. Fiesta of Hope

B. LIMITATION OF SERVICE/PRIOR AUTHORIZATION: Referrals for admission to this program will be initiated exclusively by the Behavioral Health Division staff and/or in coordination with the Interim, Inc. liaison after an initial screening. Admission to the program will be limited to mental health staff, clients, youth and family members. Screening criteria will be based on the designated funding source. Authorization will require approval by the MHSA Workforce Education and Training Coordinator or assigned designee.

C. MEETINGS/COMMUNICATIONS: CONTRACTOR shall attend quarterly meetings which will include community based organizations to discuss the implementation of the contract; the number and percentage of eligible staff, clients, youth, and family members recruited and receiving benefit management planning services; completion of consumer satisfaction surveys; contract issues; contract usage and effectiveness; and recommendations for contract modifications.

D. AUDIT REQUIREMENTS: CONTRACTOR shall provide County staff access to all CONTRACTOR'S records and evaluations of individuals referred to the program, with the written consent of the beneficiary.

County shall have the right to conduct inspections and/or audits of CONTRACTOR to determine whether expenditures by CONTRACTOR were made in compliance with this contract for the fiscal year covered under this CONTRACTOR and other applicable federal or state statutes and regulations.

E. PATTERN OF SERVICE: The services provided by the CONTRACTOR under this CONTRACTOR cannot be the customary or typical services, but rather, the services must have been modified, adapted, expanded, or reconfigured to provide services to mental health staff, clients/family members.

IV. DESIGNATED CONTRACT MONITOR:

Michelle Pollard
MHSA Workforce Education and Training Coordinator
1270 Natividad Road
Salinas, CA 93901
(831) 755-4577

All written reports required under this Agreement must be delivered to **Michelle Pollard**, the Contract Monitor, in accordance with the schedule above.

V. CONTRACTORS BILLING PROCEDURES:

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as may be required by the County of Monterey's Behavioral Health Division. Specifically, CONTRACTOR shall submit its claims on a form acceptable to County so as to reach the Behavioral Health Division no later than the 30th day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services.

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

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

D. The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

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

F. If CONTRACTOR fails to submit claims for services provided under the term 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 promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

H. 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 20 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.

VI. 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 \$366,062.00 for services rendered under this Agreement.

PROGRAM	FY 2012/13: TOTAL CLIENTS SERVED: 75	FY 2013/14: TOTAL CLIENTS SERVED: 50-100	FY 2014/15: TOTAL CLIENTS SERVED: 50-100	FY 2015/16: TOTAL CLIENTS SERVED: 50-100
Work Incentive Counseling Activities & IL Services	\$ 80,282	\$ 83,493	\$ 83,493	\$ 83,493
Information & Referral	\$ 7,510	\$ 7,811	\$ 7,811	\$ 7,811
Outreach Activities	\$ 1,058	\$ 1,100	\$ 1,100	\$ 1,100
TOTAL LIABILITY	\$ 88,850	\$ 92,404	\$ 92,404	\$ 92,404
TOTAL MAXIMUM LIABILITY	\$ 366,062			

B. CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

VII. COMPENSATION/ PAYMENT

A. The HEALTH DEPARTMENT shall pay an amount not to exceed Three Hundred Sixty-Six Thousand, Sixty-Two Dollars (\$366,062) 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 schedule set forth in Exhibit B, Behavioral Health Cost Reimbursement Invoice/Budget.

B. CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

**AMENDMENT NO. 1
EXHIBIT-B**

CONTRACTOR'S NAME

BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health

Fiscal Year 2013-2014

Program Name: CCCIL Independent Living & Benefits Counseling Services

AVATAR Program(s): N/A

Unduplicated Number of Clients Served: 100

Address: 318 Cayuga St., Ste. 208, Salinas, CA 93901

Service Description	Mode of Service	Service Function Code	Total Units of Service	Amount Due from the COUNTY	Estimated Medi-Cal Units of Service	Estimated Federal Financial Participation (FFP) Revenue
Benefits Counseling & IL Services			100			
Information & Referral			35			
Outreach Presentation & Community Events			10			\$ -

		Approved Budget	Actual for 6 Months	Actual Year-to-Date
A. PROGRAM REVENUES				
Monterey County Funds (Monterey County's Use):				
Provisional Rates				
	Estimated Federal Financial Participation (FFP)	\$ -		
Cash Flow Advances				
			\$ -	
Total Requested Monterey County Funds			\$ -	\$ -
Other Program Revenues				
TOTAL PROGRAM REVENUES (equals Allowable Costs)		\$ 92,404.00	\$ -	\$ -

B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories list. CONTRACTOR is expected to be able to identify direct and indirect costs directly from its financial statements.

I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified specifically with a particular final cost objective.

A. Mode Costs (Direct Services)		Approved Budget	Actual for 6 Months	Actual Year-to-Date
1	Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$ 50,625.00		
2	Payroll taxes	\$ 4,925.00		
3	Employee benefits	\$ 14,215.00		
4	Workers Compensation	\$ 591.00		
5	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
6	Temporary Staffing			
7	Flexible Client Spending (please provide supporting documents)			
8	Travel (costs incurred to carry out the program)	\$ 1,822.00		
9	Employee Travel and Conference	\$ 200.00		
10	Communication Costs	\$ 1,875.00		

		Approved Budget	Actual for 6 Months	Actual Year-to-Date
11	Utilities	\$ -		
12	Cleaning and Janitorial	\$ 60.00		
13	Maintenance and Repairs - Buildings			
14	Maintenance and Repairs - Equipment	\$ 643.00		
15	Printing and Publications			
16	Memberships, Subscriptions and Dues			
17	Office Supplies	\$ 1,078.00		
18	Postage and Mailing	\$ 370.00		
19	Medical Records			
20	Data Processing			
21	Rent and Leases - equipment			
22	Rent and Leases - building and improvements (please identify the property address and method of cost allocation)	\$ 7,451.00		
23	Taxes and assessments (Please identify the property address and method of cost allocation)			
24	Interest in Other Long-term debts (please identify the property address and method of cost allocation)			
25	Monterey County and must meet the criteria of a direct cost) (Technology Support-Consumer Data Base)	\$ 1,884.00		
26	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)	\$ 942.00		
27	Miscellaneous (please provide details)			
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			
29	Total Mode Costs	\$ 86,681.00	\$ -	\$ -
	B. Administrative Costs - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided.			
30	Salaries and Benefits	\$ 5,040.00		
31	Supplies			
32	Others - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.			
33	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			
34	Total Administrative Costs	\$ 5,040.00	\$ -	\$ -
35	TOTAL DIRECT COSTS	\$ 91,721.00	\$ -	\$ -
<p>II Indirect Cost Centers - Include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. The Indirect cost centers correspond directly with the expense accounts defined in the Accounting Standards and Procedures for Counties, which is published by the California State Controller's Office.</p>				
INDIRECT COSTS		Approved Budget	Actual for 6 Months	Actual Year-to-Date
36	Equipment (purchase price of less than \$5000)			
37	Rent and Leases - equipment			
38	Rent and Leases - building and improvements			
39	Taxes and assessments			
40	Insurance and Indemnity	\$ 475.00		
41	Maintenance - equipment			
42	Maintenance - building and improvements			
43	Utilities			
44	Household Expenses			

		Approved Budget	Actual for 6 Months	Actual Year-to-Date
45	Interest in Bonds			
46	Interest in Other Long-term debts			
47	Other interest and finance charges			
48	Contracts Administration			
49	Legal and Accounting (when required for the administration of the County Programs)			
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))			
51	Data Processing			
52	Personnel Administration			
53	Medical Records			
54	Other Professional and Specialized Services (Technology Support)	\$ 208.00		
55	Transportation and Travel			
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			
57	Total Indirect costs	\$ 683.00	\$ -	\$ -
63	Total Allowable Costs	\$ 92,404.00	\$ -	\$ -
COST REPORT INFORMATION:				
64	Land			
65	Buildings and Improvements			
66	Equipment (purchase price of \$5000 or more)			
67	Total	0		

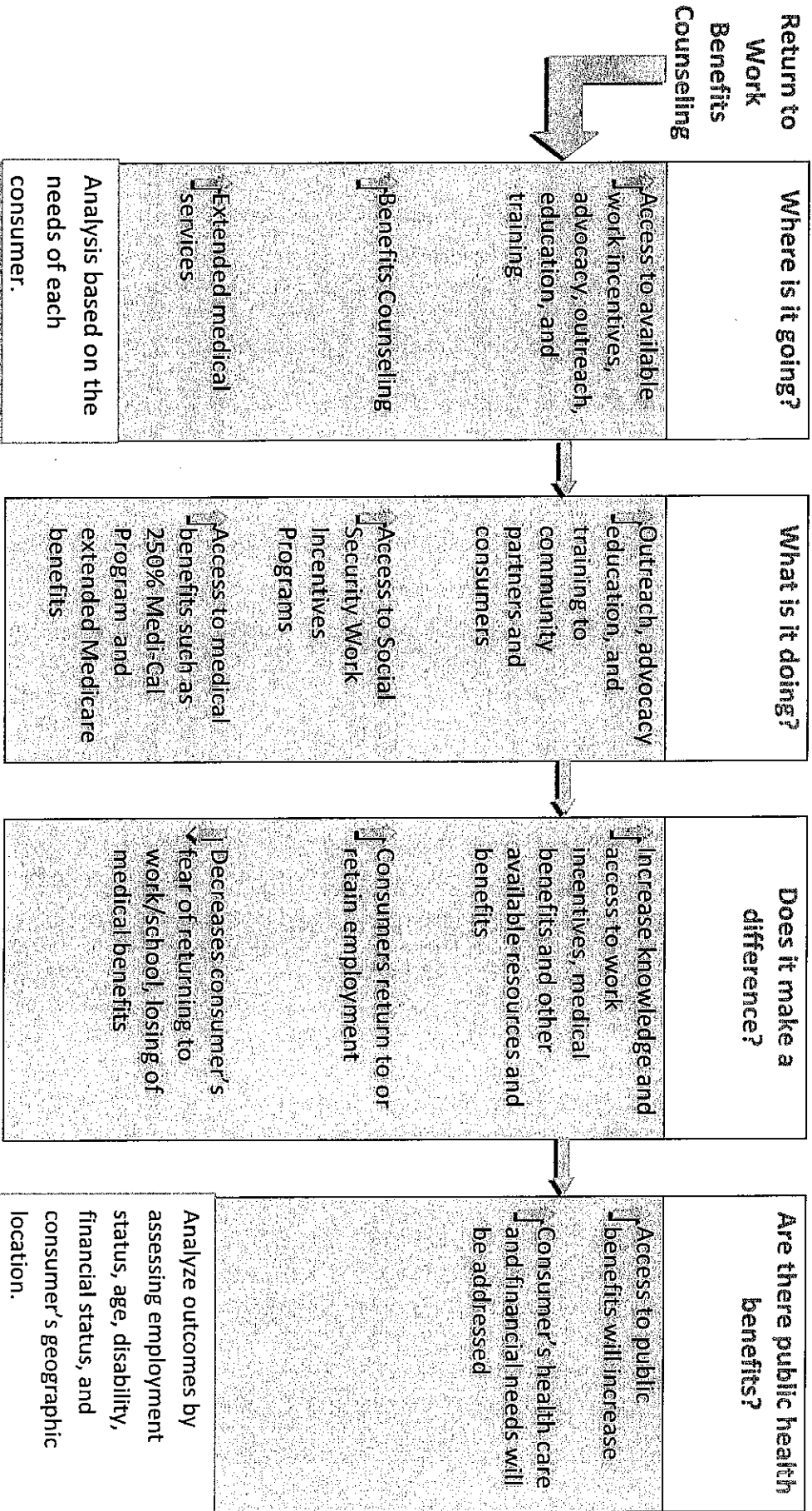
We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature _____ Date _____ Finance Director's Signature _____ Date _____

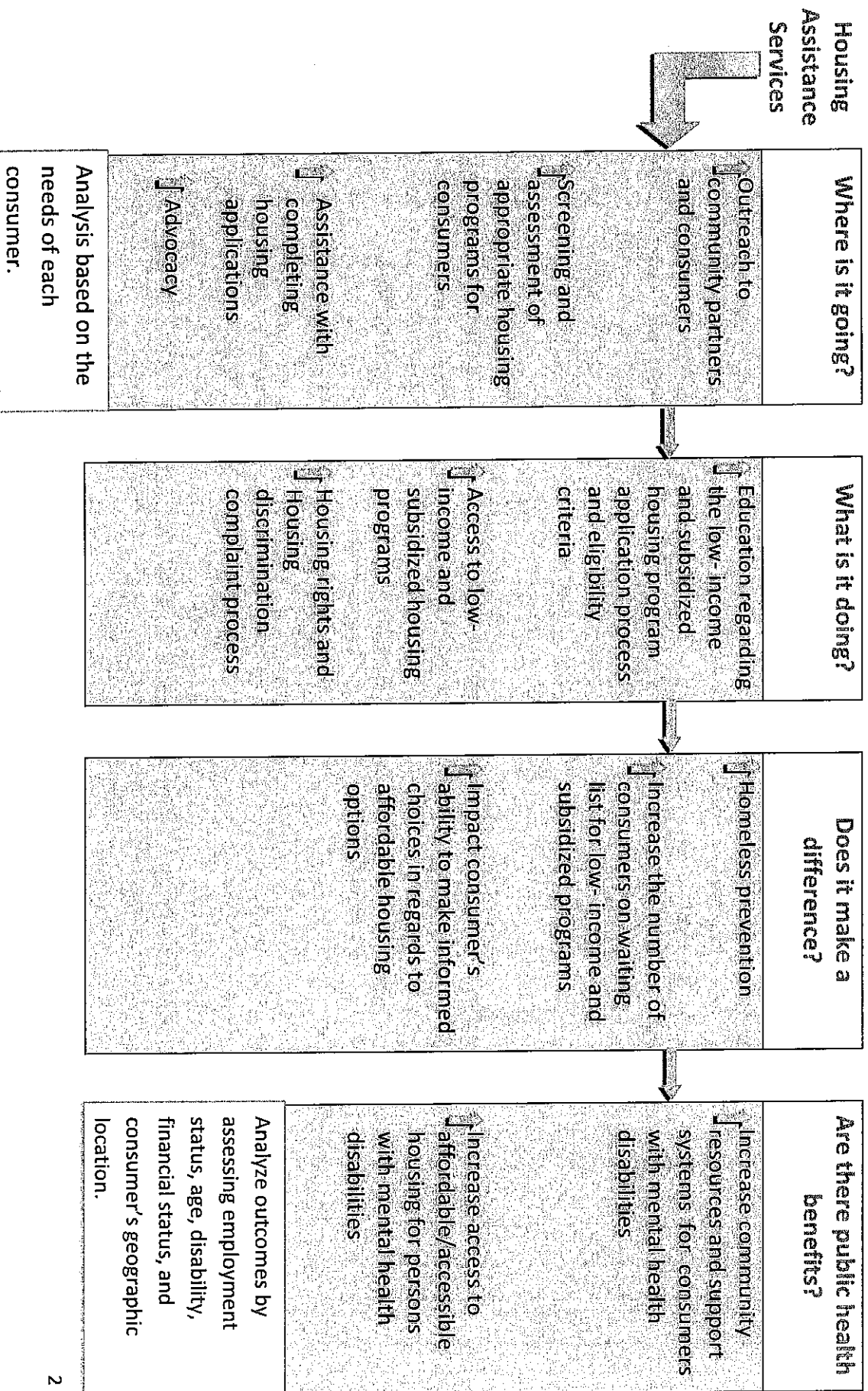
Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Employee)	TOTAL
Services Coordinator	\$ 40,000	0.15	\$ 6,000
Independent Living Specialist	\$ 31,726	1.00	\$ 31,726
Independent Living Specialist	\$ 30,712	0.42	\$ 12,899
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries and Wages			\$ 60,625

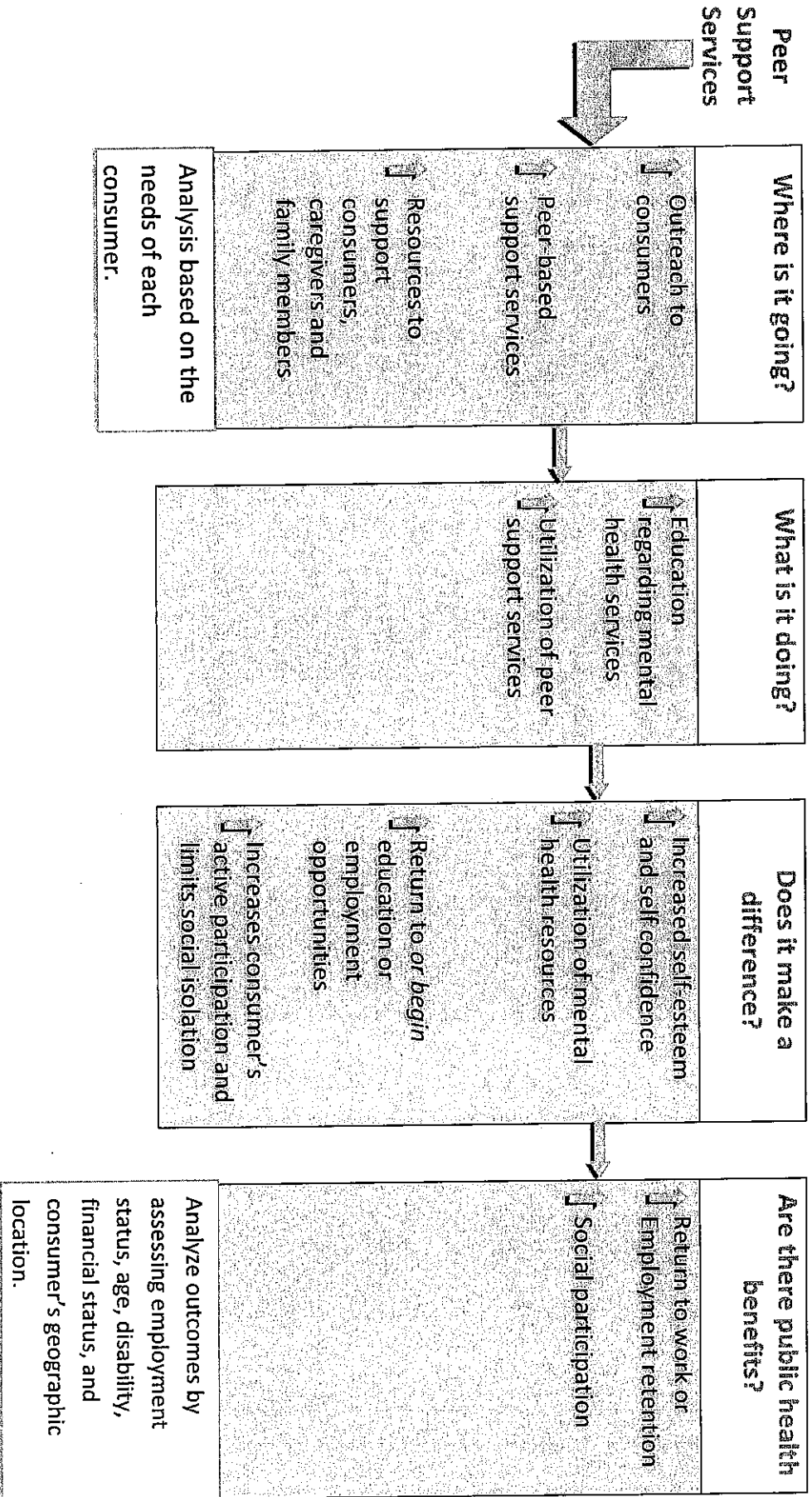
Central Coast Center for Independent Living Return to Work Benefits Counseling



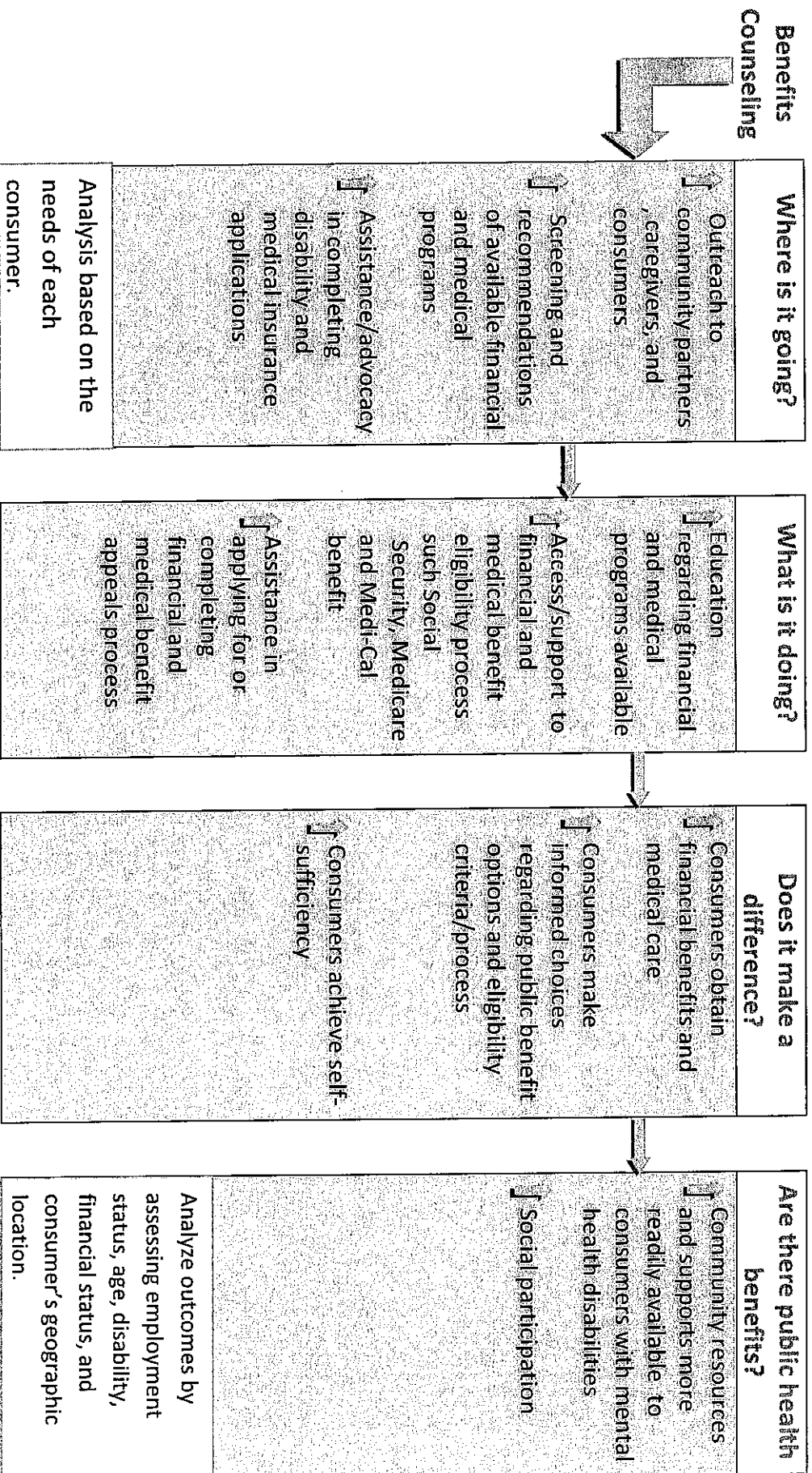
Central Coast Center for Independent Living Housing Assistance Services



Central Coast Center for Independent Living Peer Support Services

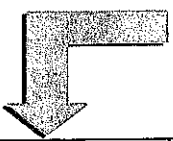


Central Coast Center for Independent Living Benefits Counseling



Central Coast Center for Independent Living Independent Living Skills Training (IL Skills Training)

IL Skills Training



Where is it going?	<ul style="list-style-type: none"> ↑ Education and outreach to consumer, caregivers and family members ↑ Increase the number of consumers with a mental disability that are living independently ↑ Assistance/advocacy in completing disability and medical insurance applications
Analysis based on the needs of each consumer.	



What is it doing?	<ul style="list-style-type: none"> ↑ Teaching consumers how to live more independently in their community ↑ Access to Assistive Technology (AT) services and AT devices that will assist them to be more independent ↑ Develop communication skills
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Does it make a difference?	<ul style="list-style-type: none"> ↑ Increase number of consumers living independently ↑ Increase Employment retention with the use of AT Services ↑ Self-advocacy ↑ Lessens the consumer's dependency on others to make decisions for them
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Are there public health benefits?	<ul style="list-style-type: none"> ↑ Consumers understand their rights, make informed decisions and learn how to advocate for themselves ↑ Improved communication and interaction with family members, caregivers and employers
Analyze outcomes by assessing employment status, age, disability, financial status, and consumer's geographic location.	

Central Coast Center for Independent Living Outreach and Education

