

**COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number: 19-12488

COUNTY Department Contract Representative:

Ray Bullick, Director of Health
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **ALLIANCE ON AGING** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: senior peer counseling services.

II. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

- EXHIBIT A: PROGRAM DESCRIPTION
- EXHIBIT B: PAYMENT AND BILLING PROVISIONS
- EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
- EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
- EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT G: INVOICE FORM
- EXHIBIT H: BUDGET AND EXPENDITURE REPORT
- EXHIBIT I: ANNUAL REPORT(S), COST REPORT SETTLEMENT AND AUDIT

III. PAYMENT BY COUNTY

- A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Provisional Rates or at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
- B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

IV. TERM AND TERMINATION

- A. Term. This Agreement shall be effective July 1, 2013 and shall remain in effect until June 30, 2016.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
 - 1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;
 - 2. CONTRACTOR'S failure to abide by Grievance decisions;
 - 3. CONTRACTOR'S failure to meet COUNTY qualification criteria;
 - 4. CONTRACTOR'S failure to submit Annual Reports, Provider's Certification, and accompanying audited financial statement, CONTRACTOR'S Year-End Cost Report Settlement and/or other supporting documents in accordance with the terms of a written

- notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;
5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period.
 6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;
 7. CONTRACTOR loses its licensure or certification;
 8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;
 9. Breach by CONTRACTOR of any confidentiality obligation;
 10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
 11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;
 12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
 13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
 14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.
- D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of

termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;
3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;
4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section VIII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XI to this Agreement, professional liability insurance described in Section XII to this Agreement, annual reports and cost report settlement described in Section XIV and in accordance with Exhibit I to this Agreement, and access to and audit of records described in Section XV to this Agreement, and in accordance with all applicable laws; and
5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

V. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act, California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9

and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB) Circular Nos. A-122 and 133, the Cost Reporting/Data Collection (CR/DC) Manual, and the Mental Health policies issued by the County of Monterey.

- B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VI. CONTRACT MONITORING AND QUALITY CONTROL

- A. The Federal, State and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timelines of services performed under this Agreement.
- B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.
- C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting, as stipulated in the Cost Reporting/Data Collection ("CR/DC") manual, are subject to special review and audit.
- D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

VII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

- A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification

and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

- B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- D. Exclusion from Participation in Federal Health Care Program or State Equivalent.
 - 1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
 - 2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).
 - a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.
 - b. The OIG list is currently found at the following web address: <http://exclusions.oig.hhs.gov>. The S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp>.

VIII. PATIENT RIGHTS

- A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5,

Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

- B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

IX. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

- A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.
- B. CONTRACTOR shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than seven (7) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.
- C. CONTRACTOR shall comply with the Confidentiality of Patient Information requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

X. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

- A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.
- B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

- C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XI. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XII. INSURANCE

- A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

- B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.
- C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over \$100,000 or of not less than \$500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is \$100,000 and less.
 3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
 4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.
- D. Other Insurance Requirements, All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section III (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section IV.

XIII. BUDGET AND EXPENDITURE REPORT

- A. CONTRACTOR shall submit, as requested by the COUNTY, the Budget and Expenditure Report provided as Exhibit H, if made part of this Agreement, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.
- B. CONTRACTOR shall submit an electronic copy of the Six-(6) Month and the Year-to-Date Budget and Expenditure report by February 15 and by the date specified by the COUNTY, respectively, to the COUNTY using Exhibit H as the template format. The report shall include data related to the actual costs incurred, revenues earned, and the number of actual clients served by each funded program.

XIV. PREPARATION OF ANNUAL REPORT(S) AND CONTRACTOR'S YEAR-END COST REPORT SETTLEMENT

A. Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. CONTRACTOR shall submit by COUNTY'S required deadlines the following, as it pertains to this Agreement:

1. State Cost Report.
2. Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports.
3. Annual Report(s), as applicable and required by the COUNTY.
4. CONTRACTOR'S Year-End Cost Report Settlement in accordance with the terms and conditions set forth in Exhibit I, if made part of this Agreement.

Such Annual Reports, numbered (1) through (3) above, and such cost report settlement, numbered (4) above, shall be prepared in accordance with generally accepted accounting principles and Federal, State and COUNTY reimbursement requirements using forms, templates and instructions provided by the COUNTY.

B. Preparation and Submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement in Response to Termination or Cancellation of Agreement. If this Agreement is terminated or canceled prior to June 30th of any fiscal year, CONTRACTOR shall prepare and submit to COUNTY an Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding and shall adhere to the terms and conditions set forth in Exhibit I, if made part of this Agreement. If Exhibit I is not a part of this Agreement, CONTRACTOR shall prepare and submit to COUNTY a cost report and any applicable reports as requested by the COUNTY.

C. Non-submission of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement. Failure to submit the Annual Report(s) and/or the CONTRACTOR'S Year-End Cost Report Settlement, described in Section XIV (A), within thirty (30) calendar days after COUNTY'S applicable due date(s) is a breach of this Agreement, which entitles COUNTY, in its sole and absolute discretion, to (1) disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S applicable Report(s) is (are) outstanding, (2) withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR, and/or (3) terminate this Agreement pursuant to Section IV. CONTRACTOR shall comply with Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement requirements as set forth in Exhibit I, if Exhibit I is made part of this Agreement.

D. Cost Report Training. CONTRACTOR shall attend a one-time mandatory cost report training provided by the COUNTY. COUNTY shall provide further training as needed and as required in accordance with changes in the State cost report requirements. CONTRACTOR shall adhere to cost report training requirements and shall comply in accordance with Exhibit I, Section III, if made part of this Agreement.

XV. ACCESS TO AND AUDIT OF RECORDS

- A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.
- B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of seven (7) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, CONTRACTOR'S Year-End Cost Report Settlement, State Cost Report Settlement, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.
- C. Overpayment. If the results of any audit, CONTRACTOR'S Year-End Cost Report Settlement, or State Cost Report Settlement shows that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.
- D. Responsibility for Audit and/or Cost Report Settlement Exceptions. Any and all audit and/or Cost Report Settlement exceptions by COUNTY or any Federal or State agency resulting from an audit and/or Cost Report Settlement of CONTRACTOR'S performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR.
- E. Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law.

XVI. NON-DISCRIMINATION

- A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.
- D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:
1. California Code of Regulations, Title 9, §§ 526, 527;
 2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;

3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.
- F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.
- G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement.

CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XVII. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

- A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.
- B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.
- C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XVIII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

- A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employees assistance programs;
 - 4. The penalties that may be imposed upon employees for drug abuse violations;
 - 5. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XIX. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XXI. GENERAL PROVISIONS

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

- D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- G. Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’S officers, agents, and employees acting on CONTRACTOR’S behalf in the performance of this Agreement.
- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.
- M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.

- O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

XXII. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY

Wayne W. Clark
Behavioral Health Director
1270 Natividad Road
Salinas, CA 93906
(831) 755-4509

CONTRACTOR

Alliance on Aging
Teresa Sullivan
Executive Director
247 Main Street
Salinas, CA 93901
831-655-4240

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Manager

Date: _____

By: _____
Department Head (if applicable)

Date: 7-15-13

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
Deputy County Counsel

Date: 5/2/13

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: 8/24/13

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

ALLIANCE ON AGING

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

_____ Name and Title

Date: May 11, 2013

By: _____
Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

VEARL GISH / SECRETARY
Name and Title

Date: 5/10/13

*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
PROGRAM DESCRIPTION

I. IDENTIFICATION OF CONTRACTOR

Alliance on Aging
247 Main Street
Salinas, CA 93901

II. SERVICES DESCRIPTION

A. SENIOR PEER COUNSELING

The Senior Peer Counseling Program (SPC) is offered throughout Monterey County and provides mental health intervention and support to older adults suffering from depression, anxiety, grief, loss, isolation, adjustment to chronic illness, and other stressors that can occur in the latter third of life. Peer Counselors provide short term one-on-one counseling to older adults impacted by stresses associated with aging that result in distressing emotional states and/or impair the person's ability to function. This level of support helps clients maintain their emotional stability and encourages them to expand their social network and access other senior services and benefit programs (i.e. Medi-Cal/Medicare) in the community. It also serves as an entry point for clients reluctant to accept "counseling" but who can clearly benefit from this intervention. Senior Peer Counselors also facilitate support groups that foster emotional support, encouragement, self empowerment, connection to others, and a safe venue for self expression. Support Groups focus on specific themes ranging from coping with the multiple challenges of later life to caring for an aging parent or spouse.

During Fiscal Year 2008-09, the SPC was expanded to include bi-lingual/bicultural program services, as described in Monterey County's approved Prevention & Early Intervention (PEI) Plan. The *Senior Peer Counseling Latino Expansion* program utilizes PEI funds to train bi-lingual/bi-cultural volunteers from the Latino communities in Monterey County to expand the Senior Peer Counseling program to unserved Latino older adults. The *Senior Peer Counseling Latino Expansion* program increases access to mental health services and reduces mental health disparities among Latino older adults. Outreach and peer counseling services are offered in culturally and linguistically appropriate settings. The *Senior Peer Counseling Latino Expansion* program also provides Wellness Series workshops in Salinas and South County. Wellness Series workshops provide education on mental health and emotional health with an emphasis on issues relevant to Latino older adults.

B. PROGRAM GOALS & ACTIVITIES

Goal: Provide a countywide expansion of an existing confidential, no-cost, wellness counseling and support program that is staffed by trained peer volunteers to serve older adults who are experiencing mental/emotional problems associated with aging.

Strategy #1: Expand existing program capacity and services to serve more unserved and underserved consumers in a culturally appropriate manner throughout Monterey County.

Strategy #2: Expand existing program's cultural competence to serve more Latino seniors in culturally appropriate settings throughout Monterey County.

Senior Peer Counseling Program Staffing, as reflected in the FY 2013-14 Budget:

- Wellness Associate (32 hours per week)
 1. Recruit potential Latino peer counselors.
 2. Coordinate program outreach to community and potential referral agencies.
 3. Represent SPC program in public venues as necessary.
 4. Supervise and assign clients to Latino volunteers.
 5. Collect monthly reports from Salinas-based volunteers, and compile client data and program activity. Maintain accurate and complete database.
 6. Ensure closure of client files at termination of SPC services including mailing of client satisfaction survey.
 7. Provide administrative support to Wellness & Mental Health Director and volunteers.
 8. Provide services in English and Spanish.
 9. Coordinate Spanish-speaking wellness lectures.

- Wellness & Mental Health Director (30 hours per week)
 1. Provide screening and selection of peer counselors.
 2. Perform initial client intake and assessment and assign clients to peer counselors.
 3. Provide twice monthly group supervision to Monterey-based peer counselors.
 4. Responsible for implementation and management of SPC Program.
 5. Collect monthly reports from Monterey-based volunteers, and compile client data and program activity. Maintain accurate and complete database.
 6. Compile monthly and quarterly program reports.

- Contract Licensed Clinical Social Worker (20 hours per month)
 1. Provide ongoing supervision to English-speaking peer counselors in the Salinas Valley.
 2. Consult with Wellness & Mental Health Director in making client assignments to Salinas peer counselors.
 3. Serve as mental health consultant to Wellness & Mental Health Director as necessary.

The Senior Peer Counseling Program Goals, Strategies, Activities and Desired Results have been developed by the County in collaboration with the Contractor. Contractor will use the Logic Model on pages 23 & 24 of this Exhibit A for program progress tracking and reporting to the County.

III. CONTRACT MONITOR

Beverley Movson, LCSW
Behavioral Health Services Manager
Behavioral Health Bureau
1200 Aguajito Road, Room 103
Monterey, CA 93940
831-647-7652
movsonb@co.monterey.ca.us

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<p>Problem: Older adults are more likely to experience mental and emotional problems associated with age that can limit and/or deteriorate their health and quality of life.</p>			
<p>Objective: Older adults have an orientation toward wellness, with education, information, supports, and skills to needed to maintain healthy mental and emotional status as they meet the challenges of aging.</p>			
<p>Focus Population: Adults ages 55+ who experience mental and emotional problems, especially those who are unserved or underserved, or are disabled and/or homebound.</p>			
<p>Goal: Provide a countywide expansion of an existing confidential, no-cost, wellness counseling and support program that is staffed by trained peer volunteers to serve older adults who are experiencing mental/emotional problems associated with aging.</p>			
<p>Strategy #1: Expand existing program capacity to serve more unserved and underserved consumers in a culturally appropriate manner throughout Monterey County. Measure biannually via progress report.</p>			
Activities	Measures	Fiscal Year 201__-201__ Actual Results	Desired Results Each Fiscal Year Period
<p>Activities:</p> <ul style="list-style-type: none"> ▪ Train new peer counselors and provide twice monthly supervision/in-service meetings to approximately 25 English-speaking peer volunteers ▪ Serve up to 150 non-Latino new older adults throughout Monterey County per fiscal year 	<ul style="list-style-type: none"> ▪ # of trained peer counselors ▪ # of new older adults who are served in one-on-one counseling, support groups, or wellness workshops 		<p>By end of June 2014, 2015 & 2016:</p> <ul style="list-style-type: none"> ▪ 6 new non-Latino peer counselors are trained and continuous recruitment and training is in place to address attrition. ▪ 150 new non-Latino older adults throughout Monterey County are served per fiscal year.

<p>Strategy #2: Expand existing program’s cultural competence to serve Latino seniors 55+ in culturally appropriate settings throughout Monterey County. Measure biannually via progress report.</p>			
<p>Activities</p>	<p>Measures</p>	<p>Fiscal Year 201__-201__ Actual Results</p>	<p>Desired Results Each Fiscal Year Period</p>
<p>Activities: 1. Recruit and train bilingual/ bicultural volunteer peer counselors to serve Latino seniors. Provide twice monthly supervision /inservice meetings to Latino volunteers in a culturally appropriate manner. 2. Provide Spanish-speaking Wellness Workshops in Salinas and South Monterey County. 3. Serve more Latino seniors in Salinas and South Monterey County.</p>	<ul style="list-style-type: none"> ▪ # of bilingual/ bicultural peer counselors. ▪ # of Spanish-speaking Wellness Workshops. ▪ # Latino seniors served in Salinas and South Monterey County in one-on-one counseling, support groups, or wellness workshops. 		<p>By end of June 2014, 2015 & 2016:</p> <ul style="list-style-type: none"> ▪ 4 new bilingual/bicultural peer counselors are trained and continuous recruitment and training is in place to address attrition. ▪ 2 new Spanish Wellness Workshops provided in Salinas. ▪ 1 “Wellness Festival” provided in Salinas. ▪ 1 new Spanish Wellness Workshop provided in South Monterey County. ▪ 150 new Latino seniors are served in (mainly) Salinas and South Monterey County per fiscal year.

EXHIBIT B
PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPE

Negotiated Rate up to the maximum contract amount

II. PAYMENT RATE/MONTHLY PAYMENT SCHEDULE

SENIOR PEER COUNSELING PROGRAM FISCAL YEAR PERIOD	MONTHLY INVOICE AMOUNT
FY 2013-14: July 1, 2013 thru June 30, 2014	\$12,226
FY 2014-15: July 1, 2014 thru June 30, 2015	\$12,226
FY 2015-16: July 1, 2015 thru June 30, 2016	\$12,226

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 **\$440,160** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2013 – June 30, 2014	\$146,720
July 1, 2014 – June 30, 2015	\$146,720
July 1, 2015 – June 30, 2016	\$146,720
TOTAL AGREEMENT MAXIMUM LIABILITY	\$440,160

- 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.”

(Note: the remainder of this page is intentionally blank.)

**EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION**

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

“Patient information” or “confidential information” includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “patient information” or “confidential information” includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

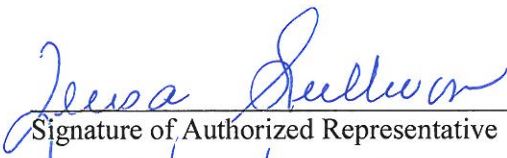
Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.



Signature of Authorized Representative
5/11/2013

Date

Alliance on Aging
Business Name of Contractor

Teresa Sullivan
Name of Authorized Representative (printed)

Executive Director
Title of Authorized Representative

**EXHIBIT D:
ASSURANCE OF COMPLIANCE WITH
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A. Employs fewer than fifteen persons;
- B. Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	Alliance on Aging		
Name of Designee	Teresa Sullivan		
Title of Designee	Executive Director		
Street	247 Main Street		
City	Salinas, CA	State	CA Zip 93901
IRS Employer Identification Number	94-1747036		
I certify that the above information is complete and correct to the best of my knowledge and belief.			
Signature of Contractor		Date 5 / 11 / 2013	
Title of Contractor: Executive Director			

**EXHIBIT E:
ASSURANCE OF COMPLIANCE WITH
MONTEREY COUNTY CULTURAL COMPETENCY POLICY**

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.

- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate

1. reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.
2. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond in an appropriate and respectful manner.
3. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.
4. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).
5. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.
6. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.
7. Ensure that 100% of staff, over a 3 year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Teresa Sullivan
 Signature of Authorized Representative
5/11/2013
 Date

Alliance on Aging
 Contractor (Organization Name)
Teresa Sullivan
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative

EXHIBIT F:
BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as “**Agreement**”, is made effective July 1, 2013 by and between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department, hereinafter referred to as “**Covered Entity**”, and Alliance on Aging hereinafter referred to as “**Business Associate**”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, the United States Congress has enacted the American Recovery and Reinvestment Act of 2009 (“ARRA”), which amends HIPAA and the HIPAA Privacy Rule; and

WHEREAS, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act (“CMIA”), California Civil Code § 56 *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

WHEREAS, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the “Service Agreement” and, pursuant to such arrangement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties’ continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, as amended by ARRA, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule, as amended by ARRA, and California law and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. In the

event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMIA or other California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement the HIPAA Privacy Rule, and California law), the HIPAA Privacy Rule, or California law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, used, or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person

notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement, the HIPAA Privacy Rule, as amended by ARRA, or under California law, of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

V. MISCELLANEOUS

Except as expressly stated herein, in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees,

contractors, successors, and assigns as set forth herein.


This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

By: 
Title: Director of Health
Date: 7-15-13

BUSINESS ASSOCIATE:

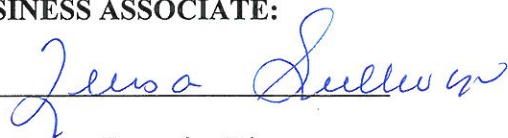
By: 
Title: Executive Director
Date: 5/11/2013

EXHIBIT G: Monterey County Behavioral Health - Invoice Form

Contractor : Alliance on Aging	Invoice Number : <input style="width: 90%;" type="text"/>
Address Line 1 : 247 Main Street	County PO No.: <input style="width: 90%;" type="text"/>
Address Line 2 : Salinas, CA 93901	Invoice Period : <input style="width: 90%;" type="text"/>
Tel. No.: 831-655-4011	
Fax No.:	
Contract Term: July 1, 2013 - June 30, 2016	Final Invoice : (Check if Yes) <input style="width: 50px;" type="checkbox"/>
BH Bureau : Mental Health Services	BH Control Number

Service Description						Total Contract Amount FY 2013-14	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Senior Peer Counseling services						146,720.00			146,720.00	100%
TOTALS						146,720.00			146,720.00	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____
 Title: _____

Date: _____
 Telephone: _____

Send to:
 MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment	
Authorized Signatory _____	Date _____

Alliance on Aging, Inc.

BUDGET & EXPENDITURE SUMMARY

For Monterey County - Behavioral Health

PROGRAM:

Senior Peer Counseling

Address: 247 Main Street, Salinas, CA 93901

	Actual FY 11-12	Budget FY 12-13	FY 2013-14
A. PROGRAM REVENUES			
Requested Monterey County Funds	\$ 42,780.00	\$ 138,000.00	\$ 146,720.00
Other Program Revenues			
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)	\$ 42,780.00	\$ 138,000.00	\$ 146,720.00

B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.

1 Program Expenditures				
2	Salaries and wages	\$ 26,467.00	\$ 84,624.00	\$ 86,094.00
3	Payroll taxes	\$ 1,956.00	\$ 6,400.00	\$ 6,510.00
4	Employee benefits	\$ 3,147.00	\$ 11,000.00	\$ 10,132.00
5	Workers Compensation			
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
7	Temporary Staffing			
8	Flexible Client Spending (please provide supporting document)			
9	Client Transportation Costs and staff mileage	\$ 500.00	\$ 2,460.00	\$ 2,460.00
10	Employee Travel and Conference		\$ 5,740.00	\$ 5,740.00
11	Staff/Program Volunteer Training	\$ 200.00	\$ 730.00	\$ 730.00
12	Communication Costs	\$ 820.00	\$ 500.00	\$ 1,217.00
13	Utilities			
14	Cleaning and Janitorial			
15	Insurance and Indemnity	\$ 350.00		\$ 800.00
16	Maintenance and Repairs - Buildings			
17	Maintenance and Repairs - Equipment		\$ 925.00	\$ 1,200.00
18	Printing and Publications	\$ 92.00	\$ 1,500.00	\$ 1,500.00
19	Memberships, Subscriptions and Dues	\$ -	\$ 60.00	\$ 60.00

		Actual FY 11-12	Budget FY 12-13	FY 2013-14
20	Office Supplies	\$ 550.00	\$ 1,588.00	\$ 1,337.00
21	Postage and Mailing	\$ 75.00	\$ 350.00	\$ 350.00
22	Legal Services (when required for the administration of the County Programs)			
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))		\$ 400.00	\$ 600.00
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)	\$ 2,657.00	\$ 8,800.00	\$ 12,000.00
25	Rent and Leases - building and improvements	\$ 1,000.00		\$ 1,000.00
26	Rent and Leases - equipment	\$ 1,810.00	\$ 408.00	\$ 708.00
27	Taxes and assessments			
28	Interest in Bonds			
29	Interest in Other Long-term debts			
30	Other interest and finance charges			
31	Advertising	\$ 75.00	\$ 1,800.00	\$ 1,800.00
32	Miscellaneous: Volunteer Awards/Recognition	\$ 600.00	\$ 1,000.00	\$ 1,000.00
33	Total Program Expenditures	\$ 40,299.00	\$ 128,285.00	\$ 135,238.00
34 Administrative Expenditures - 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. The allocation base must be auditable and supported by information kept by the CONTRACTOR.				
35	Salaries and wages (please include personnel and contract administration)	\$ 2,481.00	\$ 9,715.00	\$ 11,482.00
60	Total Administrative Expenditures	\$ 2,481.00	\$ 9,715.00	\$ 11,482.00
61 Depreciation Expense		\$ -		
62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.				
63 Total Allowable Program Expenditures		\$ 42,780.00	\$ 138,000.00	\$ 146,720.00

EXHIBIT I:
ANNUAL REPORT(S), COST REPORT SETTLEMENT, AND AUDIT

I. ANNUAL REPORT(S)

- A. For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide COUNTY with accurate and complete Annual Report(s) known as the State Cost Report, the Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports, and the Annual Report(s), as applicable and required by the COUNTY (numbered (1)-(3) in Section XIV (A) in electronic forms and hard copies along with duly signed Provider's Certification and copy of audited financial statement and/or other supporting documents that the COUNTY may require, by the due date specified in this Exhibit I, Section I, Paragraph C.
- B. An accurate and complete State Cost Report and/or Annual MHSA Revenue and Expenditure Report shall be defined as Annual Report(s) which is (are) completed to the best of the ability of CONTRACTOR on such forms or in such formats as specified by the COUNTY and consistent with such instructions as the COUNTY may issue and are based on the best available data and based on the CONTRACTOR'S Financial Summary applicable to the fiscal year. Further, CONTRACTOR shall certify under penalty of perjury that the CONTRACTOR has not violated any of the provisions of Section 1090 through 1096 of the Government Code and with respect to MHSA funding; is in compliance with California Code of Regulations, Title 9, Division 1, Chapter 14, Article 4, Section 3410, Non-Supplant and Article 5, Section 3500, non-Supplant Certification and Reports; that the amount for which reimbursement is claimed in the Annual Report(s) is in accordance with Chapter 3, Part 2. Division 5 of the Welfare and Institutions Code; and WIC Section 5891 and that to the best of the CONTRACTOR'S knowledge and belief the information on Annual Report(s) is (are) in all respects, correct, and in accordance with the law.
- C. The Annual Report(s) shall be due on September 15th for the fiscal year ending on the previous June 30th or seventy-five (75) days following the expiration or termination date of this Agreement, or forty-five (45) days after the COUNTY transmits the cost report template electronically to the CONTRACTOR, whichever occurs later. Should the due date fall on a weekend, such report(s) shall be due on the following business day.
1. Failure to submit the Annual Report(s) within thirty (30) calendar days after the due date specified in this Exhibit I, Section I, Subsection (C) is a breach of this Agreement. In addition to, and without limiting, any other remedy available to the COUNTY for such breach, COUNTY may undertake any or all of the following to remedy such breach:
 - a. COUNTY, in its sole and absolute discretion, may disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S Annual Report(s) is (are) outstanding or withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR until the Annual Report(s) is (are) submitted. If

COUNTY exercises its discretion to disallow claim(s) or withhold payment(s), COUNTY shall give CONTRACTOR written notice, during the thirty (30) calendar days after the due date specified in this Exhibit I, Section I, Subsection (C), of its intention to disallow claim(s) or withhold payment(s) as of the date specified in the notice, including the reason(s) for its intended action. Thereafter, CONTRACTOR, within the time specified in the notice, shall submit the Annual Report(s) to avoid disallowance of claims or withholding of payments.

- b. In such instance that CONTRACTOR does not submit the Annual Report(s) by thirty (30) calendar days after the applicable due date specified in this Exhibit I, Section I, Subsection (C), COUNTY, in its sole and absolute discretion, may deem as due and owing to COUNTY by CONTRACTOR all amounts paid pursuant to Section III (A) by COUNTY to CONTRACTOR for services/activities for the fiscal year(s) for which the Annual Report(s) is (are) outstanding. CONTRACTOR shall pay COUNTY according to the method described in this Exhibit I, Section IV (Method of Payments for Amounts Due to COUNTY). Such payments shall be submitted to the persons at the address identified in the COUNTY invoice.

- D. The Annual Report(s) shall be prepared by the CONTRACTOR in accordance with the instructions, rules, policies and procedures established by the Federal governments, State and COUNTY.

II. COST REPORT SETTLEMENT

- A. CONTRACTOR shall submit the CONTRACTOR'S Year-End Cost Report Settlement with the COUNTY based on the Annual Report(s) submitted pursuant to this Exhibit I of this Agreement, for the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is (are) outstanding.

1. Failure to submit the CONTRACTOR'S Year-End Cost Report Settlement within thirty (30) calendar days after the due date specified by written notice of the COUNTY is a breach of this Agreement. In addition to, and without limiting, any other remedy available to the COUNTY for such breach, COUNTY may undertake any or all of the following to remedy such breach:

- a. COUNTY, in its sole and absolute discretion, may disallow claim(s) for payment for services/activities rendered during the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is outstanding or withhold payment(s) for reimbursements payable pursuant to Section III (A) to CONTRACTOR for the current fiscal year by COUNTY to CONTRACTOR until the CONTRACTOR'S Year-End Cost Report Settlement is submitted. If COUNTY exercises its discretion to disallow claim(s) or withhold payment(s), COUNTY shall give CONTRACTOR written notice, during the thirty (30) calendar days after the due date specified by the COUNTY, of its intention to disallow claim(s) or withhold payment(s) as of the date specified in the notice, including the reason(s) for its intended action. Thereafter,

CONTRACTOR, within the time specified in the notice, shall submit the CONTRACTOR'S Year-End Cost Report Settlement to avoid disallowance of claim(s) or withholding of payment(s).

- b. In such instance that CONTRACTOR does not submit the CONTRACTOR'S Year-End Cost Report Settlement by thirty (30) calendar days after the applicable due date specified by written notice of the COUNTY, COUNTY, in its sole and absolute discretion, may deem as due and owing to COUNTY by CONTRACTOR all amounts paid pursuant to Section III (A) by COUNTY to CONTRACTOR for services/activities for the fiscal year(s) for which the CONTRACTOR'S Year-End Cost Report Settlement is outstanding. CONTRACTOR shall pay COUNTY according to the method described in this Exhibit I, Section IV (Method of Payments for Amounts Due to COUNTY). Such payments shall be submitted to the persons at the address identified in the COUNTY invoice.
- B. All payments made to the CONTRACTOR and the actual Federal Financial Participation (FFP) revenue generated by the CONTRACTOR shall be reconciled with CONTRACTOR'S Year-End Cost Report Settlement and/or State Cost Report Settlement. CONTRACTOR'S Year-End Cost Report Settlement shall be based upon the allowable costs as stipulated in Exhibit B, Section VI, Subsection B, less any deductible revenues collected by CONTRACTOR from other payor sources. FFP revenue shall be based upon the FFP claimed by the CONTRACTOR in accordance to the provision of Exhibit B and the reconciled amount of FFP as reflected in the State Cost Report Settlement. Such settlement shall be subject to the terms and conditions of this Agreement and all other applicable Federal, State and local statutes, regulations, policies, procedures and/or other requirements. In addition, audit procedures may be performed by the COUNTY in accordance with the Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.
- C. COUNTY shall issue its findings regarding CONTRACTOR'S Year-End Cost Report Settlement and/or State Cost Report Settlement ("COUNTY'S Findings") at any time after the COUNTY received the calculation of the cost settlement from the CONTRACTOR and/or COUNTY completed the State Cost Settlement process.
1. As part of its cost report settlement, COUNTY shall identify any amounts due to CONTRACTOR by the COUNTY or due from the CONTRACTOR to the COUNTY.
 2. Upon issuance of the COUNTY'S Findings, CONTRACTOR may, within thirty (30) calendar days, submit a written request to the COUNTY for review of the Findings.
 - a. Upon receipt by COUNTY of the CONTRACTOR'S written request, the COUNTY shall, within thirty (30) calendar days, meet with the CONTRACTOR to review the COUNTY'S Findings and to consider any documentation or information presented by the CONTRACTOR. CONTRACTOR may waive such meeting and elect to proceed based on written submission at its sole discretion.

- b. Within thirty (30) calendar days of the meeting specified in Subsection C., 2., a. above, or if no meeting is requested, within thirty (30) calendar days of the issuance of the COUNTY'S Findings, COUNTY shall issue a final cost report settlement finding to the CONTRACTOR including confirming or adjusting any amounts due to CONTRACTOR by the COUNTY or due from CONTRACTOR to the COUNTY.
3. In the event that the COUNTY'S Findings indicates that the CONTRACTOR is due payment from the COUNTY, COUNTY shall make payment to CONTRACTOR within thirty (30) calendar days following the expiration of the date to request a review as specified in Paragraph C., 2. above or issuance of the COUNTY'S Findings as specified in Paragraph C., 2., b. above, whichever is later.
4. In the event that the COUNTY'S Findings indicates that the CONTRACTOR owes payments to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) calendar days following the expiration of the date to request a review as specified in Paragraph C., 2. above or issuance of the COUNTY'S Findings as specified in Paragraph C., 2. b. above, whichever is later. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.
5. Regardless of any other provision of this Section II, reimbursement to CONTRACTOR shall not exceed the Maximum Contract Amount and shall not exceed the Maximum Program Amount for each Funded Program, as identified in Exhibit B.

III. COST REPORT TRAINING

CONTRACTOR shall attend a one-time mandatory cost report training provided by the COUNTY. COUNTY shall provide further cost report training as needed and/or as required according to changes in the State cost report requirements. Failure by the CONTRACTOR to attend the one-time mandatory cost report training, and subsequent training(s), as needed and requested by the COUNTY, may result in disallowance of any claims for payment. If CONTRACTOR continues to neglect attendance to scheduled training(s), claims for payment shall be disallowed due to delayed training completion or non-compliance.

IV. AUDIT(S) AND AUDIT APPEALS

- A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the Monterey County's Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The

Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

- B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.
- C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.
 - 1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.
 - 2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.
 - 3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.
- D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.
 - 1. For Federal audit exceptions, Federal audit appeal processes shall be followed.
 - 2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.
 - 3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.

- a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.
 - b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.
- E. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

V. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

- 1. paid in one cash payment by CONTRACTOR to COUNTY;
 - 2. deducted from future claims over a period not to exceed six (6) months;
 - 3. deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;
 - 4. paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; or
 - 5. a combination of any or all of the above.
- B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.