

**AMENDMENT NO. 1
TO MENTAL HEALTH SERVICES AGREEMENT NO. A-15246
BETWEEN COUNTY OF MONTEREY AND
NATIONAL ALLIANCE ON MENTAL ILLNESS, MONTEREY COUNTY
(NAMI MC)**

This Amendment NO. 1 to Agreement A-15246 is made and entered into by and between the County of Monterey, hereinafter referred to as “COUNTY”, and **National Alliance on Mental Illness, Monterey County (NAMI MC)**, hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-15246 dated May 25, 2021 (Agreement); and

WHEREAS, the COUNTY and CONTRACTOR request to amend the AGREEMENT as specified below;

1. Revise the total maximum Agreement amount to \$520,000.
2. Add funding and Program 2: After School Academy for FY’s 2022-24.

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

1. EXHIBIT A PROGRAM DESCRIPTION is replaced with EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B PAYMENT PROVISIONS is replaced with EXHIBIT B-1: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the Agreement.
4. This AMENDMENT NO. 1 shall be effective August 1, 2022.
5. This Amendment increases the contract amount by \$160,000 for a new contract amount of **\$520,000**.
6. A copy of the Agreement A-15246 shall be attached to the original Agreement executed by the County on May 25, 2021.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

DocuSigned by:



By: _____
Department Head (if applicable)

Date: 9/7/2022 | 2:26 PM PDT

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

DocuSigned by:



By: _____
County Counsel

Date: 7/8/2022 | 3:51 PM PDT

Approved as to Fiscal Provisions²

DocuSigned by:

Jennifer Forsyth

By: _____
Auditor/Controller

Date: 7/11/2022 | 4:39 PM PDT

Approved as to Liability Provisions³

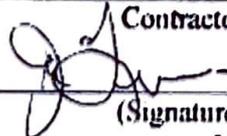
By: _____
Risk Management

Date: _____

County Board of Supervisors' Agreement Number: _____

**National Alliance on Mental Illness,
Monterey County**

By: _____
Contractor's Business Name*



By: _____
(Signature of Chair, President,
or Vice-President)*
Soe Livermore, President
Name and Title

Date: July 1, 2022

By: _____
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer)*
Jeanette Camacho Treasurer
Name and Title

Date: July 6, 2022

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

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

²Approval by Auditor-Controller is required

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

EXHIBIT A-1: PROGRAM DESCRIPTION

I. IDENTIFICATION OF CONTRACTOR

National Alliance on Mental Illness, Monterey County NAMI MC
P.O. Box 1367
Salinas, CA 93902
(831) 422-6465

II. SERVICES DESCRIPTION

NAMI MC provides education, support, information and referrals to those affected by mental illnesses, including individuals living with mental illness, their family members and loved ones throughout Monterey County, as well as support and education to professional providers. It also advocates on behalf of people with mental illnesses and their families. Its volunteers conduct a variety of NAMI's signature programs throughout the year, including *Family to Family*, *de Familia a Familia*, *Peer to Peer*, *Persona a Persona* and *Support Groups*. NAMI MC also participates in and conducts numerous public events geared to public education and the elimination of the stigma associated with Mental Illness, including Crisis Intervention Training for Monterey County law-enforcement officers.

1. SITE LOCATION

Primary Location
NAMI Monterey County Office
1355 Abbott St., Suite 3
Salinas, CA 93901

Alternative Location
Monterey County Behavioral Health, King City Office, 200 Broadway, Ste #70, King City, CA: CONTRACTOR'S office hours in COUNTY office space will be scheduled as mutually agreed upon between the Behavioral Health Service Manager and CONTRACTOR'S Executive Director. Approval of space will be based on availability and need.

In an effort to "reach people where they're at," NAMI provides Education Services at various customer convenient site locations throughout Monterey County.

2. PROGRAM DESCRIPTIONS

Program 1: NAMI Signature Programs:

With its signature programs, NAMI MC empowers individuals and families to recognize the symptoms of mental illness so that they can navigate appropriate treatments, while offering emotional support and education. *Family to Family* in English and in Spanish, provides education and support for family members who are in the early stages of detection and who are vulnerable and confused about diagnoses and treatment options for themselves or their

loved ones. *Peer to Peer*, also in English and Spanish, offers education and support for consumers and individuals with serious mental health conditions.

Program 2: Youth Leadership and Empowerment:

NAMI MC will facilitate youth leadership and empowerment regarding mental health in Monterey County. NAMI MC will provide a Youth Program Coordinator and develop processes to empower high school students and transitional-aged youth 16-25 (TAY) to communicate the mental health needs and the gaps in services, while stressing the importance of eliminating stigma. NAMI MC will facilitate connections amongst youth-centric organizations and provide a lead role to coordinate efforts across Monterey County. NAMI MC will identify youth leaders who can be involved in these efforts and will develop a Youth Empowerment Council.

3. PROGRAM GOALS

Program 1: NAMI MC Signature Programs:

- Family members and individuals living with mental illness access those services and support they need in their circumstance.
- Individuals who participate in a NAMI MC training or presentation will learn about mental illness and mental health issues.
- Program participants will learn the Signs and Symptoms of Mental Illness.
- *Family to Family* and *de Familia a Familia* course participants will develop empathy.
- Where appropriate, program participants will learn about living in recovery.
- *Peer to Peer* and *de Persona a Persona* participants will practice recovery strategies.
Measurement: post course evaluation.

Program 2: Youth Leadership and Empowerment:

- Decrease stigma associated with mental health conditions
- Provide recommendations to CONTRACTOR and applicable entities to develop programs that address mental health needs of TAY and are reflective of youth voice and perspective, such as youth peer support
- Increase awareness of mental health conditions and learn signs and symptoms of mental illness while encouraging participation in available treatment options among TAY
- Increase youth leaders and encourage leadership in youth mental health advocacy and related issues

III. SERVICES TO BE PROVIDED:

Program 1: NAMI MC Signature Programs:

- In collaboration with MCBH will participate in (3) panel presentations at CIT trainings
- Community Outreach: Deliver English and Spanish language community presentations and trainings, either live or via video conferencing (30 Per Year)
- Community Outreach: Participate in English and Spanish resource tabling events (15 Per Year)
- Present *Family to Family* (English) and *de Familia a Familia* (Spanish) education courses, either live or via video conferencing (4 Per Year)
- Present *Peer to Peer* (English) and *de Persona a Persona* (Spanish) 10-session education courses, either live or via video conferencing (2 Per Year)

Program 2: Youth Leadership and Empowerment:

- NAMI Monterey County (NAMI MC) will organize and promote at least one countywide Youth Mental Health summit.
- NAMI Monterey County will identify youth leaders from the Youth Mental Health Summit participants and from youth-centric organizations and will encourage them to become leaders in their communities that are both based on physical location and cultural identity.
- NAMI MC's Youth Program Coordinator will regularly visit identified youth-centric agencies in the county to "check in", build relationships and foster connections amongst the agencies.
- By the end of FY 22/23, NAMI MC will create a Youth Empowerment Council (YEC) for Monterey County, composed of young leaders and representatives from existing advocacy groups and institutions, (i.e. The Epicenter, The Village Project, Monterey County Office of Education and the Gonzales and Soledad youth councils, and others appropriate agencies). NAMI MC will provide members of the YEC stipends to encourage participation.
- The YEC will identify and assess findings from the Youth Mental Health Summit, with recommendations that ensure the provision of needed services.
- The YEC will meet regularly to assess programs, to recommend additional opportunities when identified, and to discuss issues of mutual interest and concern. The Youth Coordinator will facilitate the Youth Empowerment Council, including overseeing logistics and coordination of the Council.
- By the end of FY 23/24, in coordination with MCOE and local school districts, NAMI MC will support the establishment of pilot peer-support programs for high school students and TAY, with the expectation that such programs could be replicated in communities to meet the unmet needs of specific demographic and cultural. Additional services or expanded peer-support programs may be offered based on the assessment of needs communicated by participants at the Youth Mental Health summits.
- With assistance from MCOE and school districts, NAMI MC will expand its schedule of classroom presentations and will work with counselors, administrators and others to seek out appropriate services to students and families.

- The Youth Program Coordinator will establish and oversee NAMI-branded youth support programs.

IV. REPORTING REQUIREMENTS

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

V. CONTRACT MONITOR

Dana Edgull
Program Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-4510

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EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPE

Negotiated Rate up to the maximum contract amount

II. PAYMENT RATE/MONTHLY PAYMENT SCHEDULE**Program 1: NAMI MC Signature Programs**

| FISCAL YEAR PERIOD | MONTHLY INVOICE AMOUNT |
|---------------------------|-------------------------------|
| FY 2021-22 | \$10,000.00 |
| FY 2022-23 | \$10,000.00 |
| FY 2023-24 | \$10,000.00 |

Program 2: Youth Leadership and Empowerment

| NAMI MC SIGNATURE & OUTREACH PROGRAMS FISCAL YEAR PERIOD | MONTHLY INVOICE AMOUNT |
|---|-------------------------------|
| FY 2021-22 | N/A |
| FY 2022-23 | \$6,666.66 |
| FY 2023-24 | \$6,666.66 |

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 **\$520,000** for services rendered under this Agreement.
- B. Funding Source: This Agreement is 100% funded by MHSA PEI funds, for all Fiscal Year amounts, as shown in the below Total Agreement Maximum Liability table.

C. Maximum Annual Liability:

| FISCAL YEAR LIABILITY | AMOUNT |
|---|------------------|
| July 1, 2021 thru June 30, 2022 | \$120,000 |
| July 1, 2022 thru June 30, 2023 | \$200,000 |
| July 1, 2023 thru June 30, 2024 | \$200,000 |
| TOTAL AGREEMENT MAXIMUM LIABILITY: | \$520,000 |

- D. 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.
- E. 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.
- F. 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.”

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