

AMENDMENT NO. 1 TO AGREEMENT A-13223

This Amendment No. 1 to Agreement A-13223 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Alliance on Aging, hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY and CONTRACTOR have heretofore entered into Agreement A-13223 dated June 26, 2016 (Agreement); and

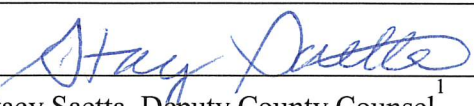
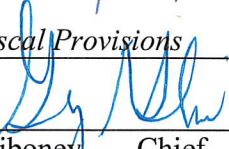
WHEREAS, the parties desire to amend the Agreement as specified below;

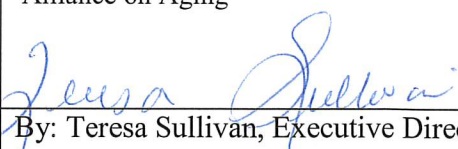
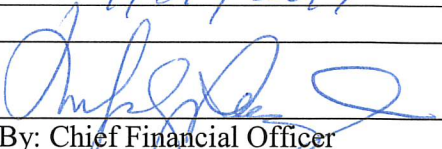
1. Extend term of Agreement for an additional year: FY 2019-20
2. Increase the total maximum amount of the agreement.

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

1. EXHIBIT A of Agreement A-13223 is replaced with Amendment No. 1 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 1 to EXHIBIT A.
2. EXHIBIT B of Agreement A-13223 is replaced with Amendment No. 1 to EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to Amendment No. 1 to EXHIBIT B.
3. PAYMENTS BY COUNTY, COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Amendment No. 1 to EXHIBIT B, subject to the limitations set forth in this Agreement.
4. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-13223 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. This Amendment increases the contract amount by \$279,204, for a new contract amount of \$1,116,816.
6. This Amendment No. 1 shall be effective July 1, 2019.
7. A copy of this Amendment shall be attached to the original Agreement executed by the County on June 26, 2016.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to Agreement A-13223 as of the day and year written below.

COUNTY OF MONTEREY
By: Mike Derr, Contracts/Purchasing Officer
Date:
By: Elsa Jimenez, Director of Health
Date:
<i>Approved as to Form</i>

By: Stacy Saetta, Deputy County Counsel ¹
Date: 5/1/19
<i>Approved as to Fiscal Provisions</i>

By: Gary Giboney, Chief Deputy Auditor/Controller
Date: 5-1-19
<i>Approved as to Liability Provisions</i>
By: Steve Mauck, Risk Management ³
Date:
<i>Approved as to Content</i>
By: Amie Miller, Behavioral Health
Date:

Alliance on Aging

By: Teresa Sullivan, Executive Director
Date: 4/21/2019

By: Chief Financial Officer
Date: 4/25/19

*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 Sections XI or XII.

AMENDMENT NO. 1 TO EXHIBIT A

I. IDENTIFICATION OF CONTRACTOR

Alliance on Aging
247 Main Street
Salinas, CA 93901

II. SERVICES DESCRIPTION

The Alliance on Aging program services described below are available free-of-cost to Monterey County seniors, age 55-plus. The program offers two distinct components Senior Peer Counseling (SPC) includes:

- Peer to Peer Counseling provided by trained volunteers
- Support Groups facilitated by trained volunteers
- Individual Therapy provided by a bilingual, bicultural LMFT.

The second component, Fortaleciendo el Bienestar provides a series of Wellness seminars which serve the Latino community of elders. These components are attuned to address the diversity of older adults in our community.

A. SENIOR PEER COUNSELING

Senior Peer Counseling (SPC) provides prevention and early intervention 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. Senior 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 to 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" due to stigma and other factors, but who are demonstrating that they may need therapeutic support.

Senior Peer Counselors 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.

Both levels of counseling utilize the skills of trained English speaking Volunteer Peer Counselors and the skills of trained Spanish-speaking Volunteer Peer Counselors. Both English Speaking and Spanish speaking volunteers are recruited, trained, and supervised by Licensed Marriage & Family Therapists (LMFT), one of whom is bilingual and bicultural. The initial client assessment and assignment is completed by the LMFT. The direct service to the client is provided by the volunteer Senior Peer Counselors. The major emphasis of SPC is to provide culturally-competent approaches to improving mental/emotional and physical health.

A bilingual, bi-cultural Licensed Marriage & Family Therapist provides individual Therapy to those Spanish speaking clients whose condition or issues requires a higher level of assessment and subsequent treatment plan.

PROGRAM GOALS & ACTIVITIES

- Recruit, train and maintain a corps of 35 volunteer Senior Peer Counselors (English, Spanish & Bi-lingual), sufficient to serve the needs of the client base.
- Annually assess & assign 175 clients to volunteer Senior Peer Counselors, Support Groups or for Individual Therapy.
- Program will serve Clients in Salinas (44%); Monterey Peninsula (34%); North County (10%) and South County (11%).
- Provide initial training (10 hours) and ongoing supervision (66 class sessions annually) to volunteers who provide Senior Peer Counseling and Support Group Facilitation.
- 95% of participants will express satisfaction with services received via Outcome Surveys.
- 92% of participants will have a greater awareness of when they need to ask for help with an emotional or personal problem via Outcome Surveys.
- Provide and track referrals to Monterey County Behavioral Health Bureau.

B. FORTALECIENDO EL BIENESTAR

The Fortaleciendo el Bienestar *Strengthening Wellness Program* meets the unique needs of Latino elders residing in Salinas and Salinas Valley and is a natural complement to Alliance on Aging's Senior Peer Counseling (SPC) Program. Using a culturally competent approach, Latino elders of Salinas and the Salinas Valley engage in activities and conversation that address overall health and wellness. The overarching goal is to combat isolation, loneliness, and life challenges-common incubators of anxiety and depression-through Spanish facilitated discussions that honor Latino culture, spirituality, mysticism, and overall identity.

Fortaleciendo el Bienestar *Strengthening Wellness Program* engages Latino elders in Salinas and the Salinas Valley in activities that are culturally competent, sensitive, and relevant. Because of the challenges in recruiting and retaining volunteers for Spanish Senior Peer Counseling program a model was developed, Fortaleciendo el Bienestar *Strengthening Wellness*, that employs staff who implements activities that support and empower Latino elders, reducing risk factors, including isolation and loneliness, through senior-driven and senior-centered conversation.

PROGRAM GOALS & ACTIVITIES

- Fortaleciendo el Bienestar *Strengthening Wellness* will reach 250 individuals annually through a minimum of fourteen series of "cafecitos" (coffee talks) which are culturally competent discussions on subjects that effect and impact Latino elders and their health. Topics such as anxiety, depression, nutrition, exercise, spirituality/mysticism, self-esteem, and the importance of social connections will be featured.
- Fortaleciendo el Bienestar will serve Salinas residents (50%) and those residing in South County (50%).
- The program's predominately Latino elders will be connected to mental health services, and the spectrum of the senior network of services in the county.

- 95% of participants will express satisfaction with services received via Outcome Surveys.
- 92% of participants will have a greater awareness of when they need to ask for help with an emotional or personal problem via Outcome Surveys.
- Fortaleciendo el Bienestar *Strengthening Wellness* seeks to normalize and remove the stigma of mental health issues among Latino elders.
 - Ultimately, Fortaleciendo el Bienestar *Strengthening Wellness* empowers Latino elders by respecting their beliefs and practices, educating and linking elders to available resources, all of which positively impacts their overall sense of health and wellness.

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AMENDMENT NO. 1 TO EXHIBIT B

PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rate up to the maximum contract amount

II. PAYMENT RATE/MONTHLY SCHEDULE

SENIOR PEER COUNSELING PROGRAM FISCAL YEAR PERIOD	MONTHLY INVOICE AMOUNT
FY 2019-20: July 1, 2019 thru June 30, 2020	\$23,267

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 III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

- 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 III, 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, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

- 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 **\$1,116,816** 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, 2016 to June 30, 2017	\$279,204
July 1, 2017 to June 30, 2018	\$279,204
July 1, 2018 to June 30, 2019	\$279,204
July 1, 2019 to June 30, 2020	\$279,204
TOTAL MAXIMUM LIABILITY	\$1,116,816

- 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."