

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22MHSOAC040	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Mental Health Services Oversight and Accountability Commission

CONTRACTOR NAME
Monterey County Department of Social Services, Area Agency on Aging (AAA)

2. The term of this Agreement is:

START DATE
Upon execution

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement is:
Two million dollars and no cents (\$2,000,000.00)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions	5
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Monterey County Department of Social Services, Area Agency on Aging (AAA)

CONTRACTOR BUSINESS ADDRESS 1000 S. Main Street, Suite 301	CITY Salinas	STATE CA	ZIP 93901
PRINTED NAME OF PERSON SIGNING Lori A. Medina	TITLE Director of Social Services		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Mental Health Services Oversight and Accountability Commission

CONTRACTING AGENCY ADDRESS 1812 9th Street	CITY Sacramento	STATE CA	ZIP 95811
PRINTED NAME OF PERSON SIGNING Norma Pate	TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) WIC 5897(f)
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EXHIBIT A

SCOPE OF WORK

Purpose

This Agreement is for Grantee to establish and operate the Age Wise program (Age Wise) to address the mental health needs of older adults. This Agreement is part of a larger grant program to scale the Age Wise and the Program to Encourage Active Rewarding Lives (PEARLS) methods of service delivery statewide through the Older Adults grant program (Older Adults), as funded by the Commission under the Mental Health Wellness Act of 2013.

Recitals

1. Mental Health Services Act. The Commission was created by the Mental Health Services Act, in Welfare and Institutions Code section 5845, to provide oversight, accountability, and leadership to guide the transformation of California's mental health system, including developing strategies to overcome stigma and discrimination.
2. MHSA Budget & Expenditures. On an annual basis, the California Legislature and Governor appropriate funds through the State Budget for the Commission to provide oversight, review, training, technical assistance, accountability, and evaluation of specified mental health projects and programs supported with MHSA funds; to execute projects designed to inform mental health policy by integrating research findings and experiential knowledge, including criminal justice mental health, the state suicide prevention plan, workplace mental health standards, prevention and early intervention strategies, and school-based mental health; and, partner with universities, institutes, and public agencies to develop, field-test and implement changes and policy solutions.
3. Investment in Mental Health Wellness Act. Welfare and Institutions Code section 5848.5 identifies eight goals designed to reduce the inappropriate and unnecessary use of hospital emergency rooms, as created under the Investment in Mental Health Wellness Act of 2013 (Wellness Act). Senate Bill 82 The Wellness Act has eight key goals, excerpted here: (1) Expand access to early intervention and treatment services; (2) Expand the continuum of services to address crisis intervention, crisis stabilization, and crisis residential treatment needs; (3) Add mobile crisis support teams and treatment beds to improve access to mental health crisis services; (4) Add triage personnel to provide intensive services at various points of access; (5) Reduce unnecessary hospitalization and inpatient days by using community-based services and improving access to timely assistance; (6) Reduce recidivism and mitigate unnecessary expenditures of local law enforcement;

(7) Provide local communities with increased financial resources to leverage public and private funding sources to improve care for individuals with mental health disorders; (8) Provide a complete continuum of crisis services for children and youth 21 years of age and under including the continuum of mental health crisis services.

4. MHSA Budget & Expenditure. The Commission is authorized to award grants in furtherance of the Wellness Act as funded by annual appropriations under the State Budget of 2021.
5. Authorization. The Commission approved the expenditure of Wellness Act funds to establish and operate either a PEARLS or Age Wise model of delivery under a competitive procurement process, at its meeting on November 17, 2022 (Agenda Item 11).
6. Competitive Procurement. This grant was awarded as part of a competitive procurement pursuant to a Request for Applications (RFA) that included a total of 11 grants.
7. Age Wise. This program was developed by San Bernardino County Behavioral Health Department as a Full Service Partnership behavioral health and case management program providing intensive case management for consumers living with serious mental illness or severe emotional disturbance. Services are provided based on the no wrong door approach; no one is ever turned away. Age Wise was built on a “no fail” philosophy and does “whatever it takes” to meet the needs of consumers, and when appropriate their families, including supports. This framework includes providing strong connections to community resources, and 24 hours per day, 7 days per week (24/7) access. This program focuses on assisting unserved and underserved older adults to develop integrated care with respect to their physical and behavioral health needs. Additionally, this program provides outreach and engagement activities in the community to educate agencies, primary care providers, and the public about the aging needs of the older adult population.
8. Data Collection. The Commission is a State of California “health oversight agency” authorized to collect Personal Health Information (PHI) within the meaning of HIPAA regulations, on the same basis as the California Department of Public Health (CDPH) and Department of Health Care Services (DHCS). [45 CFR 160.103, 164.512(d).] The Commission maintains all PHI as well as Personally Identifying Information (PII) in confidence, consistent with governing State and federal law.
9. Data Sharing. The Commission has data sharing agreements in place with the California Department of Public Health (DPH), Department of Health Care

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Access and Information (HCAI) and Department of Justice (DOJ). for the purpose of research and evaluation. The Commission will use client-level data to link with datasets under these agreements in order to better understand client-specific and client-population outcomes associated with Older Adults service delivery.

Contacts

Direct all inquiries regarding this Agreement to the representatives listed below.

Direct all administrative inquiries to:

State Agency: MHSOAC	Grantee: County of Monterey
Name/Title: Andrej Delich Health Program Specialist I	Name/Title: Marleen Bush, Management Analyst III / Area Agency on Aging (AAA) Planner
Phone: (916) 500-0577	Phone: (831) 796-3342
Fax:	Fax:
Email: andrej.delich@mhsoac.ca.gov	Email: BushML@co.monterey.ca.us

Direct all billing inquiries to:

State Agency: MHSOAC	Grantee: County of Monterey
Section/Unit: Administrative Services	Section/Unit: DSS Aging and Adult Services Branch
Attention: Chelsea Yuen	Attention: Marleen Bush, Management Analyst III / Area Agency on Aging (AAA) Planner
Address: 1812 9 th Street Sacramento, CA 95811	Address: 730 La Guardia Street, Salinas, CA 93905
Phone: (916) 500-0577	Phone: (831) 796-3342
Fax:	Fax:
Email: accounting@mhsoac.ca.gov	Email: BushML@co.monterey.ca.us

Representatives may be changed by written notice to the other party. Such notice shall be given within 30 days of the change.

Grant Application

The scope of work for this Agreement is contained in the Grant Application and RFA Older Adults-001. That Application and RFA are incorporated herein by this reference and made part of this Agreement as if attached hereto.

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Allowable Costs

1. Allowable costs include:
 - a. Personnel costs;
 - b. Administration costs, limited to 15% of total grant amount.
 - c. Program costs which may include but are not limited to services, training, technology, data collection, capital outlay, transportation and mileage reimbursement, and supplies; and
 - d. Technical assistance through a third-party consultant.
2. Grant funds may be used to supplement, but not supplant, existing financial and resource commitments of Grantee.
3. Grant funds cannot be used for or transferred to any other purposes other than the stated purpose of the grant.

TA Consultant

Grantee shall contract for technical assistance services with the San Bernardino County Behavioral Health Department (TA Consultant) in the amount of 10 percent (10%) of the grant award. This TA Consultant agreement must be executed as a condition precedent to invoicing for the first quarterly payment.

Data Reporting

Grantee shall collect and report Aggregate-Level data and Client-Level data to the Commission and TA Consultant each Grant Year, for the purpose of research and evaluation of program outcomes, in a time and manner to be provided by the Commission.

1. Aggregate-Level. Either the Commission or TA Consultant will provide a template for Aggregate-Level data reporting that will include at least the following elements:
 - a. Number of clients served.
 - i. Age/number in each age group,
 - ii. Primary Language/number in each primary language,
 - iii. Ethnicity/number in each ethnicity,
 - iv. Gender/number in each gender.
 - b. Number/Percentage of clients screened.
 - i. Number/Percentage of each age group,
 - ii. Number/Percentage of each primary language,
 - iii. Number/Percentage of each ethnicity,

- iv. Gender/number in each gender.
- c. Number/Percentage of clients referred for additional treatment (either physical, or mental health, or social services).
 - i. Number/Percentage of each age group,
 - ii. Number/Percentage of clients who engaged in additional treatment,
 - iii. Number/Percentage of each primary language,
 - iv. Number/Percentage of each ethnicity,
 - v. Gender/number in each gender.
- 2. Client-Level. Either the Commission or TA Consultant will provide a template for Client-Level data reporting, although Grantee may submit using a different format upon request. To the extent applicable, Grantee shall ensure that county partners (e.g. county behavioral health departments) grant access to the Commission for all relevant Client-Level data.
- 3. Additional Data. Additional data may be identified by the TA Consultant such as number of clients enrolled, completed and/or dropped out of the program; number of clients screening positive for depression; and the percentage of said clients who have shown improvement and/or have been referred for additional treatment (physical or mental health and social services). The TA Consultant will provide client survey tools to capture the reasons for different treatment outcomes and referrals, for this reporting purpose.

Performance Reporting

- 1. Monthly Check-In Meetings. Grantee shall participate in monthly check-in meetings either in-person, by phone, or some other agreed upon arrangement. At these meetings, Grantee shall provide the Commission with status updates on its obligations under this Agreement including, but not limited to reporting requirements, hiring, spending, scheduling and any other relevant issues.
- 2. Quarterly Status Reports. Grantee shall submit written Quarterly Status Reports on its performance under this Agreement within 30 days from its execution, and on a quarterly basis thereafter. The Commission may modify these due dates to better align with Grantee's normal month-end fiscal cycle. The Quarterly Status Report may be prepared in collaboration with the TA Consultant. This report shall include but is not limited to:
 - a. Status of implementing each of the components listed in the Proposed Plan at Attachment 5 in the Grant Application,

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- b. Listing of each type of personnel hired by the grantee (e.g., peer support specialists, Licensed Clinical Social Workers, psychiatrists, Registered Nurses); with a distinction as to which are employees, and which are contractors or retained by the TA Consultant; and
 - c. Listing of all costs incurred that quarter associated with establishing and operating the Age Wise program.
- 3. Annual Reports. Grantee shall report all grant expenditure information to the Commission in an Annual Fiscal Report for each Grant Year, in a time and manner to be provided by the Commission. Grantee shall remit unspent grant funds and unspent accumulated interest to the Commission following the final Annual Report.
- 4. Performance Templates. Performance reporting templates will be provided to Grantee by the Commission. The Commission reserves the right to ask for additional information as may be needed to clarify the information in any of Grantee's reports.

EXHIBIT B

FISCAL DETAIL

1. Invoicing and Payment

- a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with Section 4, of this Exhibit B.
- b) Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears, with the exception of Grant Year 3 - Quarter 4, as shown in Section 4. Payment Schedule. Invoices must be sent to the address shown below to the address shown below. Electronic submission is preferred.

Mental Health Services Oversight & Accountability Commission
Attention: Accounting Office
1812 9th Street
Sacramento, CA, 95811

Accounting@mhsoac.ca.gov

2. Budget Contingency Clause

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
- c) If this contract overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the fiscal year(s) following that during which this grant was executed, the State may exercise its option to cancel this grant.
- d) In addition, this grant is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which

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may affect the provisions or terms of funding of this grant in any manner.

3. Budget Detail

The total amount of this Agreement shall not exceed Two million dollars and no cents (\$2,000,000.00). Payment shall be made in accordance with the payment schedule below.

4. Payment Schedule

Grantee was approved for a grant cycle that covers three grant years, with funds allocated annually at the beginning of each grant year. Payment will be made quarterly, and the total amount of payments made in any grant year is to not exceed the amount stated in the chart below, unless Grantee, with prior written approval from the Commission, moves unspent funds forward to one or more subsequent grant years.

Grant Year Distribution*	Grant Funding
Grant Year 1	\$684,516.00
Grant Year 2	\$654,971.00
Grant Year 3	\$660,513.00
Grant Total	\$2,000,000.00

**The first quarterly payment shall be no earlier than September 30, 2023, and the last quarterly payment shall be no later than May 1, 2026.*

The Commission may withhold quarterly payments until the Grantee has fully expended unspent funds.

Grantee must provide the Commission with an executed copy of its TA Consultant agreement as a condition precedent to invoicing Grant Year 1 Quarter 1. This deadline may be revised if Grantee submits a written request for review and approval to the Commission, which shall not be unreasonably denied.

The funding allocations in each Grant Year may be revised if Grantee submits a written request for review and approval to the Commission, which shall not be unreasonably denied.

The funding allocations for all three Grant Years may also be revised by the Commission with written notice to Grantee, based on funding availability.

Grantee shall remit all unspent grant funds and unspent accumulated interest to the Commission following the final Annual Report.

EXHIBIT C**GENERAL TERMS AND CONDITIONS**

1. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in this Agreement is binding on the parties.
2. **Assignment:** This Agreement or any interest herein shall not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. Upon a permitted assignment, all of the rights and obligations of this Agreement shall inure to and be binding upon the legal representatives, successors of the successor assign.
3. **Audit:** The Commission or California State Auditor or any State of California fiscal oversight agency has the right to audit performance under this Agreement. The auditor(s) shall be entitled to review and copy Grantee's records and supporting documentation pertinent to its performance. Grantee agrees to maintain such records and documents for a minimum of three (3) years after final payment, for this purpose. Grantee agrees to allow the auditor(s) access to such records and documents as are relevant and pertinent, at its facilities during normal business hours; and to allow its employees to be interviewed as deemed necessary, in the professional opinion of the auditor(s). The Commission agrees to give Grantee advance written notice of any onsite audit.
4. **Captions:** The subject matter headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define or modify party intent.
5. **Change of Control:** In the event Grantee undergoes a sale or merger or any other legal transaction resulting in a change of control, all of the rights and obligations of this Agreement shall inure to and be binding upon the legal representatives, successors and permitted assigns of the successor entity.
6. **Confidentiality:** Grantee shall not disclose medical records data or disseminate the contents of any preliminary data report or work product created under this Agreement without written permission of the Commission (email is sufficient as a writing). This does not curtail the obligation to disclose public records not otherwise exempt by law, which shall be managed by the Commission pursuant to governing statute. See Section 24. Public Records Act.
7. **Counterparts:** The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed electronically through any means that includes password-protected authentication. The parties agree that signed

electronic counterparts will be binding upon them in the same way as though they were hardcopies with original signatures.

8. Dispute Resolution:

- A. Grantee shall first discuss and attempt to resolve any dispute arising under its performance of this Agreement informally with the Commission Contract Manager. If the dispute cannot be disposed of at this level, it shall be decided by the Commission Executive Director for which purpose Grantee shall submit a written statement of dispute to: Executive Director, MHSOAC, 1812 9th Street, Sacramento, California 95811. The submission may be transmitted by email but must also be sent by overnight mail with proof of receipt (see provisions for Notice above).
- B. Within ten (10) days of receipt of the statement described above, the Executive Director or designee shall meet Grantee's manager(s) for the purpose of resolving the dispute. The Executive Director shall issue a decision to be served in the same manner as the written statement, which shall be final at the informal level.
- C. After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.
- D. While the informal dispute or arbitration process is pending, Grantee shall proceed diligently with its performance under the Agreement.

9. Electronic Signature: Unless otherwise prohibited by law, the parties agree that an electronic signature has the same legal force and effect as a hard-copy with ink signature. The term "electronic signature" means one that is applied using a mutually-approved technology with imbedded authentication and password protection; the parties agree that either DocuSign™ or Adobe Acrobat™ is so approved. The parties further agree that a signed copy of this Agreement may be transmitted by electronic means including facsimile and email.

10. Governing Forum: In the event of dispute, the parties agree that the County of Sacramento and City of Sacramento shall be the proper forum.

11. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, without regard to state conflict-of-law.

12. Indemnification: Grantee agrees to indemnify, defend and hold harmless the Commission and its officers, agents and employees from any and all claims or losses resulting from Grantees' performance under this Agreement.

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13. Independent Grantee: Grantee and its agents shall act in an independent capacity in the performance of this Agreement and not as employees or agents of the Commission.
14. Interpretation: In the event of ambiguity, the language in this Agreement shall be assigned its ordinary English meaning; or its meaning under industry jargon, as may be applicable.
15. Key Personnel: Grantee's key personnel as may be identified in its proposal cannot be substituted without the Commission's prior written approval.
16. Litigation: The Commission shall immediately notify Grantee in writing of the commencement of any claim, suit, or action filed against it for which the Grantee must provide indemnification under this Agreement. However, failure to give such Notice shall not relieve the Grantee of its indemnification obligations. Grantee shall immediately notify the Commission of any claim or action against it that may affect performance under this Agreement; and shall respond in a manner consistent with the terms of this Agreement and the interest of the Commission.
17. MHSOAC Logo: The Commission hereby authorizes the uses of its MHSOAC Logo by Grantee for purposes of its performance of this Agreement. Grantee understand and agrees it must adhere to the guidelines in the Commission Brand Book in using this logo. A copy of Brand Book will be provided upon the request.
18. Non-Discrimination: Grantee shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee represents that this pledge extends to its obligations as an employer. Grantee also represents that it will follow all federal and state laws that apply to anti-discrimination, anti-harassment and workplace safety.
19. Notice: The parties agree that any writing or Notice required under this Agreement shall be made in writing to each other's Contract Managers as identified in Exhibit A, including Reports and other non-binding communications. The parties agree that email will be considered sufficient for Notices, Reports and other writings required under this Agreement; except for a Notice of Termination which shall be sent by overnight mail with proof of receipt to the Contract Manager, and also to the fiscal agent named in Exhibit B.
20. Presentations: Grantee shall meet with the Commission upon request to present any findings, conclusions or recommendations that result from its performance under this Agreement. If set forth in the Contract, Grantee shall submit a comprehensive final report for approval.

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21. Progress Reports: Unless otherwise specified in Exhibit A, Grantee shall provide a monthly progress report to the Commission. This Report must be in writing unless an oral Report is approved in advance. This Report shall include the status of Contract deliverables and a statement as to why they are (or are not) on schedule. Grantee shall cooperate with and shall be available to meet with the Commission to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.
22. Public Records Act: The Commission is governed by and shall comply with the California Public Records Act (PRA) at Government Code Sections 6250 *et seq.* Under the PRA, medical records, data and any other information in the custody of the Commission are exempt from disclosure to the extent they contain personally identifiable information and shall be withheld from disclosure to that extent. The Commission will coordinate with federal entities on disclosure of public records when there is a joint request under the PRA and federal Freedom of Information Act (FOI).
23. Publications And Reports: The Commission reserves the right to use and reproduce all reports and data produced and delivered under this Agreement. The Commission further reserves the right to authorize others to use or reproduce such materials.
24. Severability: In the event any provision of this Agreement is unenforceable that the parties agree that all other provisions shall remain in full force and effect.
25. Staff Partnering: Selected Commission staff shall be permitted to work side-by-side with Grantee's staff to the extent and under conditions agreed upon between the parties. staff will be given access to Grantee's data, working papers and other written materials as needed for this purpose.
26. Subcontracts: Grantee shall submit any subcontracts which it proposes to enter in connection with this Agreement, including the TA Consultant agreement, for its prior written approval which shall not be unreasonably withheld. All subcontracts shall incorporate the following terms and conditions from this Exhibit C: Audit and Presentations. The Commission shall be notified immediately upon the termination of any subcontract.
27. Survival: The following terms and conditions in this Exhibit C shall survive termination of this Agreement: Audit, Dispute Resolution, Governing Forum, Governing Law, and Presentations.
28. Termination For Cause: The Commission is entitled to terminate this Agreement immediately and be relieved of any payments should the Grantee fail to perform its responsibilities in accordance with the due dates specified herein. However, the Commission agrees to give Grantee advance written Notice stating the cause, and provide an opportunity to cure, on a case-by-case basis and at its sole discretion. All costs to the Commission that result from a termination for cause shall be

deducted from any sum due the Grantee for work satisfactorily performed, and the balance shall be paid upon demand pursuant to Exhibit B.

29. Termination Without Cause: Either party is entitled to terminate this Agreement without cause upon serving written Notice on the named representative of the other party at least ninety (90) days in advance. The Commission shall be relieved from all obligation to pay Grantee to the extent performance is interrupted or not delivered as a result of termination. The Commission shall pay the balance remaining for work satisfactorily performed upon demand, pursuant to Exhibit B.
30. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be cumulative; that is, in addition to every other remedy provided by law. Any failure by the Commission to enforce a provision(s) of this Agreement shall not be construed as a waiver nor shall it affect the validity of this Agreement overall.