

**AMENDMENT TO COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT NO. MH-20-006**

This Amendment to Agreement No. MH-20-006 is entered into this 23RD day of MARCH 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Coastal Seniors**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. MH-20-006 was entered into on July 1, 2020; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and the CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to extend the termination date set out in Agreement No. MH-20-006 from December 31, 2020 to June 30, 2021; and

WHEREAS, it is the desire of the CONTRACTOR and the COUNTY to increase the amount set out in Agreement No. MH-20-006 from \$4,250 to \$8,750; and

WHEREAS, the Exhibit A - Definition of Services, and the Exhibit B - Payment Terms have been revised; and

WHEREAS, CONTRACTOR will continue to provide Prevention and Early Intervention Services as part of the Mental Health Services Act.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in original Agreement No. MH-20-006 will be extended from December 31, 2020 to June 30, 2021.
2. The amount set out in Agreement No. MH-20-006 will be increased from \$4,250 to \$8,750.
3. The Exhibit A - Definition of Services in Agreement No. MH-20-006 has been altered and a new Exhibit A is attached herein.
4. The Exhibit B - Payment Terms in Agreement No. MH-20-006 has been altered and a new Exhibit B is attached herein.

All other terms and conditions of Agreement No. MH-20-006 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
Jenine Miller, Psy.D., HHSA Assistant Director/
Behavioral Health Director

Date: 3/4/21

Budgeted: ☒ Yes ☐ No

Budget Unit: 4051

Line Item: 86-2189

Org/Object Code: MAPEI

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: MAR 24 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy MAR 24 2021

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy MAR 24 2021

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 02/23/2021

CONTRACTOR/COMPANY NAME

By: [Signature]
Nancy Gastonguay, Executive Director

Date: 2/26/2021

NAME AND ADDRESS OF CONTRACTOR:

Coastal Seniors

P.O. Box 437

Point Arena, CA 95468

707-882-2137

director@coastalseniors.org

By signing above, signatory warrants and
represents that he/she executed this Agreement
in his/her authorized capacity and that by his/her
signature on this Agreement, he/she or the entity
upon behalf of which he/she acted, executed
this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 02/23/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 02/23/2021

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: 501(c)(3)

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services in the Gualala area that meet the criteria for Mental Health Services Act (MHSA), Prevention, and Suicide Prevention programs. The Friendly Visitors Program will include activities for seniors over the age of sixty (60) and outreach events with the purpose of reducing risk factors for developing Severe Mental Illness (SMI), to build protective factors, and to reduce negative outcomes. The Community Suicide Prevention Program will include organized activities that seek to prevent suicide as a consequence of mental illness.

I. CONTRACTOR shall provide the following services:

A. Friendly Visitor Program:

1. Recruit and train a sufficient number of volunteers to meet with at-risk seniors at least monthly. Conduct visits in the client's home, in the senior center, or other community setting. Visits are designed to help reduce loneliness and isolation and to help identify those seniors showing signs of depression.
2. Administer the Geriatric Mood Scales to all clients, at least quarterly, to help identify changes in mood or signs of depression, and make referrals when needed to local and county resources.
3. Administer a Client Satisfaction Survey, and/or a Sense of Wellbeing Evaluation pre- and post-service delivery to all clients served by the Friendly Visitors Program.

B. Community Suicide Prevention Program:

1. Present quarterly Suicide Prevention Forums.
2. Provide monthly mental health education meetings, as well as information and outreach for homebound seniors.
3. Provide suicide intervention and make referrals when needed to local and county resources.

C. Attend and participate in MHSA Forums. CONTRACTOR will highlight program areas and answer questions as needed for the benefit of the Forum participants and the public in general.

D. Utilize bilingual and culturally proficient staff, as needed.

- II. CONTRACTOR shall complete the following reports for each program (Friendly Visitors and Community Suicide Prevention) as outlined in MHSA Prevention and Early Intervention (PEI) Regulation (Attachment 1) sections 3200.245, 3200.246 of Article 2, sections 3510.010, 3560, 3560.010, and 3560.020 of Article 5, and Article 7. Authority Cited: Section 5846, Welfare and Institutions Code, Reference: Section 5892, Welfare and Institutions Code.

A. Annual Reports:

1. Funding Report: CONTRACTOR shall provide information on total funding sources, identifying the amount of funds received from Medi-Cal Federal Financial Participation, 1991 Realignment, Behavioral Health Subaccount, and any other funding source. This report shall cover the twelve (12) month period of the contract term, include a breakdown of funds spent per program area, and is due July 31, 2021.
2. Annual Summation Report for Friendly Visitor: CONTRACTOR shall provide an annual summary of services offered, due July 31, 2021. This report shall cover the twelve (12) month period of the contract term, to include:
 - a) Summation of services provided, to whom (type of client), where the service takes place, and how often service is provided.
 - b) A confidential list of client names to assure unduplicated numbers.
 - c) Outcomes and indicators used by the program, what approaches used to select specific indicators, and changes in outcomes and indicators as attributed to service delivery. CONTRACTOR will state how often the data is collected and analyzed.
 - d) Strategies used to avoid stigma among participants.
 - e) Strategies used to address cultural considerations.
 - f) An analysis of the strengths and challenges experienced by the program in meeting prevention goals in the preceding year, which shall include a narrative of anecdotal information, with concrete examples,

and/or quotes from participants, volunteers, and service providers that demonstrate effectiveness, and/or need to improve services.

- g) A summary of any changes in the program from the beginning of the contract year to the end of the contract year.

3. Annual Summation Report for Suicide Prevention: CONTRACTOR is to provide a summary of services offered, due July 31, 2021, to include:

- a) Number of individuals reached, including demographic breakdown of target audience.
- b) Outcomes and indicators used by the program, what approaches used to select specific indicators, and changes in outcomes and indicators as attributed to service delivery. CONTRACTOR will state how often the data is collected and analyzed.
- c) c) Implementation challenges, successes, lessons learned and relevant examples.
- d) Strategies used to avoid stigma among participants.
- e) Strategies used to address cultural considerations.
- f) A summary of any changes in the program from the beginning of the contract term to the end of the contract term.

B. Twice Annual Reports for both programs:

- 1. Report the names of the staff conducting the MHSA programs, the fluent languages they speak, cultural proficiencies they possess, and any cultural proficiency training they attended during the reporting period. Reports are due within thirty (30) days after receiving the approved form from the COUNTY.

C. Quarterly Program Reports for Friendly Visitors: In accordance with PEI Regulations, Section 3560.010, CONTRACTOR shall report on:

- 1. Number of unduplicated clients and/or family members served with demographic information, including:
 - a) Age.

- b) Race.
- c) Ethnicity.
- d) Gender assigned at birth.
- e) Gender identity.
- f) Primary language used in home.
- g) Sexual orientation.
- h) Veteran's status.
- i) Disability- which is not a result of SMI, but includes physical, communication, health, or mental disability (including but not limited to a learning, or developmental disability).
- j) The number of respondents who refuse to answer any of the categories above.

2. Reducing risk of negative outcomes related to SMI, including:

- a) Which specific SMI negative outcomes were targeted to be mitigated.
- b) How the program measured reductions in prolonged suffering.
- c) Reductions in prolonged suffering or negative outcomes found by the program.
- d) Activities to mitigate risk offered to clients.
- e) Negative outcomes addressed.
- f) Indicators of suffering reduced.
- g) Evidence Based Practices used, and outcomes.

D. Quarterly Program Reports for Suicide Prevention: In accordance with PEI Regulations, Section 3560.010, CONTRACTOR shall report on:

1. Number of unduplicated clients and/or family members served with demographic information as available, including:
 - a) Age.
 - b) Race.
 - c) Ethnicity.
 - d) Gender assigned at birth.
 - e) Gender identity.
 - f) Primary language used in home.
 - g) Sexual orientation.
 - h) Veteran's status.
 - i) Disability - which is not a result of SMI, but includes physical, communication, health, or mental disability (including but not limited to a learning, or developmental disability).
 - j) The number of respondents who refuse to answer any of the categories above.
2. Strategies used to reduce suicidality.
 - a) Strategies can include: Information campaigns, trainings, suicide networks, hotlines, and/or other activities employed.
3. Changes in attitude, behavior and knowledge toward suicide.
4. What Evidence Based Practices, community based practices, or promising practices were used, including:
 - a) What measurements were used to show change in attitude, knowledge, or behavior related to suicide.
 - b) What changes were seen in attitude, knowledge, or behavior related to suicide.

5. How the program reduced the negative impacts of serious mental illness including:
 - a) What measurements were used in reduction of the negative impacts of mental illness.
 6. Client Satisfaction Survey Results: CONTRACTOR shall provide quarterly results reporting changes in attitudes, knowledge, and/ or behavior related to seeking mental health services **and/or** suicide prevention services that are applicable to a specific program, to include:
 - a) Number of reduced symptoms.
 - b) Identified risk factors.
 - c) Number of increased protective factors, and/or
 - d) Additional relevant indicators that are applicable to the program.
- E. Quarterly Program Reports are due forty-five (45) days following the last day of the quarter to which they pertain.
- III. CONTRACTOR agrees to require all its employees and subcontractors' employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19000 of the State of California, Department of Social Services, Manual of Policies and procedures, to assure that:
- A. All applications and records concerning an individual, made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code, relating to any form of public social services for which grants-in-aid are received by this State from Federal Government, shall be confidential and shall not be open to examination for any purposes not directly connected with the administration of such public social services.
 - B. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
 - C. All CONTRACTOR employees, agents, subcontractors, and partners are informed of the above provisions, and that any person who knowingly or

intentionally violates the provisions of said State law is guilty of a misdemeanor.

- IV. CONTRACTOR and subcontractors agree to provide a system that complies with the COUNTY's Issue Resolution policy and procedure through which recipients of service shall have an opportunity to express and have considered their views, issues and concerns regarding the delivery of services.
- V. CONTRACTOR and all subcontractors shall ensure that all known or suspected instances of child or elder abuse or neglect are reported to the child protective or adult services accordingly per Penal Code Section 11165(k) and Welfare and Institutions 15610. All employees, consultants, or agents performing services under this Agreement who are required by Penal Code Section 11166 or Welfare and Institutions Code Section 15630 and 15632, to report abuse or neglect, shall sign a statement that he or she knows of the reporting requirements and shall comply.
- VI. CONTRACTOR and all subcontractors in performing services under this Agreement shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, and all local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold harmless the COUNTY from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
- VII. CONTRACTOR shall cooperate timely and fully with any utilization review committee established by COUNTY for the purpose of monitoring the accomplishments and effectiveness of CONTRACTOR and specific services provided to individuals.
- VIII. CONTRACTOR shall not be allowed or paid travel expenses unless set forth in this Agreement.
- IX. CONTRACTOR shall notify COUNTY of all communications with Media, including, but not limited to, press releases, interviews, articles, etc. CONTRACTOR shall not speak on behalf of COUNTY in any circumstances with Media, but is encouraged to describe the services it provides and respond to questions about those services. CONTRACTOR is also encouraged, where appropriate, to provide timely and factual responses to public concerns.

- X. In carrying out the Scope of Work contained in this Exhibit A, CONTRACTOR shall comply with all requirements to the satisfaction of the COUNTY, in the sole discretion of the COUNTY. For any finding of CONTRACTOR's non-compliance with the requirements contained in the Exhibit A, COUNTY shall within ten (10) working days of discovery of non-compliance notify CONTRACTOR of the requirement in writing. CONTRACTOR shall provide a written response to COUNTY within five (5) working days of receipt of this written notification. If the non-compliance issue has not been resolved through response from CONTRACTOR, COUNTY shall notify CONTRACTOR in writing that this non-compliance issue has not been resolved. COUNTY may withhold monthly payment until such time as COUNTY determines the non-compliance issue has been resolved. Should COUNTY determine that CONTRACTOR's non-compliance has not been addressed to the satisfaction of COUNTY for a period of thirty (30) days from the date of first Notice, and due to the fact that it is impracticable to determine the actual damages sustained by CONTRACTOR's failure to properly and timely address non-compliance, COUNTY may additionally require a payment from CONTRACTOR in the amount of fifteen percent (15%) of the monthly amount payable to CONTRACTOR for each month following the thirty (30) day time period that CONTRACTOR's non-compliance continues. The parties agree this fifteen percent payment shall constitute liquidated damages and is not a penalty. CONTRACTOR's failure to meet compliance requirements, as determined by COUNTY, may lead to termination of this contract by the COUNTY with a forty-five (45) day written notice.
- XI. Maintain compliance with California Code of Regulations Title 9, MHP contract, California Code of Regulations Title 42, The Health Insurance and Accountability Act of 1996 (HIPPA) regulations, State and Federal laws, and other Mendocino County MHP requirements for client confidentiality and record security.
- XII. Prior to terminating this Agreement, CONTRACTOR shall give at least forty-five (45) days written notice of termination to COUNTY.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- I. COUNTY will pay CONTRACTOR as per the following instructions:
 - A. COUNTY will reimburse CONTRACTOR in an amount up to Seven Hundred Eight Dollars and Thirty-Three Cents (\$708.33) each month upon receipt of invoice (Attachment 2) for services as defined in the Definition of Services for the months of July 2020 through December 2020.
 - B. COUNTY will reimburse CONTRACTOR in an amount up to Seven Hundred Fifty Dollars (\$750) each month upon receipt of invoice (Attachment 2) for services as defined in the Definition of Services for the months of January 2021 through June 2021.
 - C. COUNTY must receive all reports within thirty (30) days following the period covered in the report, or as otherwise specified in Exhibit A.
 - D. Failure for the COUNTY to receive any reports within the stated timeframes in this contract may influence the next payment to the CONTRACTOR.
 - E. CONTRACTOR shall invoice COUNTY on an approved invoice monthly. Invoice of services must be received by the tenth (10th) of the month for services rendered the previous month. Billing for services received after the tenth (10th) of the month will not be honored.
 - F. COUNTY has up to thirty (30) days to reimburse CONTRACTOR for correctly submitted invoices for services provided by CONTRACTOR.
 - G. Invoices and reports will be sent to:

COUNTY OF MENDOCINO
Behavioral Health and Recovery Services
1120 S. Dora Street
Ukiah, CA 95482
Attn: Jenine Miller

- II. Payments under this Agreement shall not exceed Eight Thousand Seven Hundred Fifty Dollars (\$8,750) for the term of this agreement.

[END OF PAYMENT TERMS]