

BOS AGREEMENT NO. _____

**AMENDMENT TO
STANDARD AGREEMENT NO. MH-20-008**

This Amendment to Agreement No. MH-20-008 is entered into this _____ day of _____, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Consolidated Tribal Health Project**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. MH-20-008 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 CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in Agreement No. MH-20-008 from December 31, 2020 to June 30, 2021; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in Agreement No. MH-20-008 from \$13,600 to \$28,000; and

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

WHEREAS, CONTRACTOR will provide Community Services and Supports and 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 Agreement No. MH-20-008 will be extended from December 31, 2020 to June 30, 2021.
2. The amount set out in Agreement No. MH-20-008 will be increased from \$13,600 to \$28,000.
3. The Exhibit A - Definition of Services in Agreement No. MH-20-008 has been altered and a new Exhibit A is attached herein.
4. The Exhibit B - Payment Terms in Agreement No. MH-20-008 has been altered and a new Exhibit B is attached herein.

All other terms and conditions of Agreement No. MH-20-008 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: 3/17/21

Budgeted: ☒ Yes ☐ No
Budget Unit: 4051
Line Item: 86-2189
Org/Object Code: MA PEI
Grant: ☐ Yes ☒ No
Grant No.:

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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: _____
Deputy

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 03/02/2021

CONTRACTOR/COMPANY NAME

By: [Signature]
Richard Matens, Executive Director
Date: 3/16/2021

NAME AND ADDRESS OF CONTRACTOR:

Consolidated Tribal Health Project
P.O. Box 387
Calpella, CA 95418
707-467-5616
rmatens@cthp.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: 03/02/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 03/02/2021

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

Exception to Bid Process Required/Completed ☒ EB# 21-114

Mendocino County Business License: Valid ☐

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

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide services that meet the criteria for Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI), and that increase access and linkage to treatment. Services shall be provided in the client's home, CONTRACTOR's office, or community setting. CONTRACTOR shall provide the services with the intent of improving timely access to mental health services for underserved populations, specifically the Native American tribal community members in Mendocino County.

I. CONTRACTOR shall:

- A. Provide outreach, engagement, and linkages to appropriate mental health services, targeting particularly Native American tribal community members.
- B. Provide screening and assessment to determine mental health needs. Services may include telephone help lines and mobile response.
- C. Provide linkages to connect children, adolescents, adults and older adults with the first signs of mental illness, at risk of mental illness, or with severe mental illness to medically necessary care and treatment (including but not limited to care provided by the COUNTY mental health programs) as early in the onset of mental illness as is practicable.
- D. Provide referrals to therapeutic counseling, and to culturally specific treatment options as appropriate, including but not limited to: individual therapy, group therapy, traditional healing/spiritual interventions (including those that emphasize herbalist approaches), tele-psychiatry, Substance Use Disorder Treatment (SUDT) services, social services and supports, and Red Road.
- E. Utilize bilingual and culturally proficient staff.
- F. Develop brochures or marketing tools, in a format fit for public consumption, and provide the COUNTY at least fifty (50) copies.
- G. Provide services in a way that takes into account particular needs of the underserved Native American tribal community members, and that are designed to improve timely access to mental health services. This may

include considerations such as, but not limited to accessibility, transportation, hours available for service, cultural and language appropriateness, and culturally appropriate settings.

- H. Develop and utilize approaches that reduce stigma, self-stigma and discrimination related to being diagnosed with a mental illness, having mental illness or seeking services for mental illness.
 - I. Attend and participate in MHSA Forums. CONTRACTOR may be asked to highlight program areas and will be expected to answer questions as needed for the benefit of the Forum participants and the public in general.
 - J. Utilize an evidence based evaluation tool and a client satisfaction survey, for each individual and/or family member served.
- II. CONTRACTOR shall complete the following reports as outlined in MHSA PEI Regulation 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. (See Prevention and Early Intervention Regulations attached to this contract. Attachment 2)

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; funding report covering the twelve (12) month period of this contract is due July 31, 2021.
- 2. Annual Summation Report: CONTRACTOR will provide an annual summary of services provided; annual summation report covering the twelve (12) month period of this contract is due July 31, 2021, and is to include:
 - a) Summation of services provided, to whom (type of client), where the services took place, and how often services were provided.
 - b) A confidential list of client names to ensure unduplicated numbers.

- c) Outcomes and indicators used by the program, what approaches were 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) An analysis of the strengths and challenges experienced by the CONTRACTOR in meeting prevention goals in the preceding year, which shall include a narrative of anecdotal information, with concrete examples, and/or quotes from participants, peer volunteers, and service providers that may be used to show effectiveness, and/or improve services.
 - e) Strategies used to avoid stigma among participants.
 - f) Strategies used to address cultural considerations.
 - g) A summary of any changes in the program from the beginning of the contract year to the end of the contract year.
- B. Twice Annual Reports: CONTRACTOR shall report the names of the staff conducting the MHSA Program, the fluent languages they speak, cultural proficiencies they have, and any cultural responsiveness training they have had during the reporting period. Reports are due within thirty (30) days of receiving the approved form from the COUNTY.
- C. Quarterly Program Reports: CONTRACTOR shall provide quarterly reports in accordance with Prevention and Early Intervention Regulations, Section 3560.010. Quarterly Program Reports are due forty-five (45) days following the last day of the quarter to which they pertain. CONTRACTOR shall report on:
- 1. The 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 severe mental illness, but includes physical, communication, health, or mental disability (including but not limited to a learning, or developmental disability).
 - j) The number of respondents who decline to answer any of the categories above.
2. The underserved population targeted for improvement of timely access to services.
 3. What strategies were employed to promote access for the underserved population.
 4. What strategies were utilized to avoid stigma.
 5. Number of clients with Serious Mental Illness.
 6. Total number of unduplicated clients referred for treatment or other services.
 - a) Indicate the type of treatment to which the individual was referred (specialty mental health services, prevention programs, early intervention programs, other programs or services).
 7. Number of clients who followed through on referrals at least once.
 8. Average interval between referral and participation to other services, and/or treatment, and the standard deviation.
 9. Average duration of untreated mental illness measured by the interval between onset of symptoms (self-reported or family-reported) and engagement in treatment.

10. Description of the strategies the CONTRACTOR used to encourage access to services and follow through on referrals.
11. Summary of how the program reduced negative outcomes of mental illness.
12. Evidence Based Practices, Community Based Practice, or Promising Practice results, including:
 - a) What practice was used.
 - b) The outcomes of the practice used.
 - c) Standard Deviation of outcomes.
 - d) Any trends in outcomes.
13. Client Satisfaction and/or other Survey Results which capture:
 - a) Reduced time between referrals and connection to services.
 - b) Reduced negative outcomes or prolonged suffering (which may include: suicide risk, incarceration, school failure, unemployment, homelessness, removal of children from the home).
 - c) Changes in attitudes, knowledge and/or behavior related to seeking mental health services.
 - d) Impact of the program on community systems such as education, physical health care, social services, or other services.
 - e) Other additional relevant indicators that are applicable to the program.

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 ensure 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 of its 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 Code 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 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 the 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. CONTRACTOR shall 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 \$2,266.67 each month upon receipt of invoice for services as defined in the Definition of Services (Exhibit A) for the months of June, 2020 through December, 2020.
 - B. COUNTY will reimburse CONTRACTOR in an amount up to Two Thousand Four Hundred Dollars (\$2,400) each month upon receipt of invoice for services as defined in the Definition of Services (Exhibit A) for the months of January, 2021 through June, 2021.
 - C. The COUNTY must receive all reports within thirty (30) days following the end of the period covered by 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 (Attachment 1). Invoice of services must be received by the 10th of the month for services rendered the previous month. Billing for services received after the 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

Payments under this Agreement shall not exceed Twenty-Eight Thousand Dollars (\$28,000) for the term of the Agreement.

[END OF PAYMENT TERMS]