

**AMENDMENT TO  
STANDARD AGREEMENT NO. MH-20-005**

This Amendment to Agreement No. MH-20-005 is entered into this 6<sup>TH</sup> day of APRIL, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Ukiah Senior Center**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. MH-20-005 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-20-005 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-20-005 from \$12,750 to \$26,250; 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 Agreement No. MH-20-005 will be extended from December 31, 2020 to June 30, 2021.
2. The amount set out in Agreement No. MH-20-005 will be increased from \$12,750 to \$26,250.
3. The Exhibit A - Definition of Services in Agreement No. MH-20-005 has been altered and a new Exhibit A is attached herein.
4. The Exhibit B - Payment Terms in Agreement No. MH-20-005 has been altered and a new Exhibit B is attached herein.

All other terms and conditions of Agreement No. MH-20-005 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: 3/10/21

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

COUNTY OF MENDOCINO

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

Date: APR 06 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]  
Deputy APR 06 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 APR 06 2021

INSURANCE REVIEW:

By: [Signature]  
Risk Management

Date: 03/02/2021

CONTRACTOR/COMPANY NAME

By: [Signature]  
Diana Clarke, Executive Director  
Date: Rachel McDavid, Executive Director  
3/9/2021

NAME AND ADDRESS OF CONTRACTOR:

Ukiah Senior Center  
499 Leslie Street  
Ukiah, CA 95482  
707 462-4343  
diana@ukiahseniorcenter.org  
director@ukiahseniorcenter.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# 21-120

Mendocino County Business License: Valid ☐

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



## EXHIBIT A

### DEFINITION OF SERVICES

CONTRACTOR shall provide Senior Peer Counseling Services that meet the criteria for Mental Health Services Act (MHSA), Prevention Services. Services may be provided in the client's home, CONTRACTOR'S office, or community setting. Services offered will reduce client risk factors for depression, isolation, psychiatric hospitalization, and/or other serious mental illness. Services are designed to reduce risk factors and improve self-care, social contacts, and overall wellness in adults over sixty (60) years of age in the Ukiah area.

I. CONTRACTOR shall:

- A. Train an adequate number of Senior Peer Counselors to meet the service needs of eligible seniors in the Ukiah area. Trainings will include:
  - 1. Elder abuse reporting requirements, signs of self-neglect, substance abuse, medication misuse/nonuse, suicide risk, depression, anxiety, and other mental illness. Licensed clinicians experienced in the Senior Peer Counseling model will provide trainings. Formal trainings will be provided at least quarterly to improve retention, and engage more volunteers over time.
  - 2. Monthly Check-in and Skills Trainings for Peer Counselors will include mental health screening tools, service needs and referral knowledge, and client motivation and support techniques.
- B. Provide weekly one (1) hour Peer Counselor in-home and/or office visits of up to twenty (20) unduplicated older adult clients per year in the Ukiah area with or at-risk of severe and persistent mental illness.
- C. 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.
- D. Administer to all clients, pre and post service delivery, a Client Satisfaction Survey, Geriatric Depression Scale and/or a Sense of Wellbeing Evaluation. CONTRACTOR shall report results of volunteer interaction with client, capturing changes in attitudes, knowledge, and/or behavior related to seeking mental health services that are applicable to a specific program.

E. Utilize bilingual and bi-culturally trained staff, as needed.

II. CONTRACTOR shall complete the following reports as outlined in MHSA Prevention and Early Intervention (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; the 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; the 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) 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 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.
  - 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 programs, the fluent languages they speak, cultural proficiencies they have, and any cultural proficiency training they may have had during the reporting period. Reports are due within thirty (30) days after receiving 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) 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) Reducing risk of negative outcomes from Severe Mental Illness (SMI). Report is to indicate:

a. Which specific SMI negative outcomes were targeted to be mitigated.

b. How the program measured reductions in prolonged suffering.

c. What reductions in prolonged suffering or negative outcomes were found by the program.

d. Activities to mitigate risk offered to clients.

e. Negative outcomes addressed.

f. Indicators of suffering reduced.

(3) Evidence Based Practices, Community Based Practice, or Promising Practice results. Report is to include:

(a) What Practice was used.

(b) Outcomes of the Practice used.

(c) Standard deviation of outcomes.

(d) Any trends in outcomes.

(4) Client Satisfaction and/or other survey results which capture:

- a. Number of reduced symptoms,
- b. Reduced risk factors, and/or
- c. Other 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.
- 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**

COUNTY will pay CONTRACTOR as per the following instructions:

- A. COUNTY will reimburse CONTRACTOR in an amount up to Two Thousand One Hundred Twenty-Five Dollars (\$2,125.00) each month upon receipt of invoice for services as defined in the Definition of Services (Exhibit A) for the months of July 2020 through December 2020.
- B. COUNTY will reimburse CONTRACTOR in an amount up to Two Thousand Two Hundred Fifty Dollars (\$2,250.00) 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 10<sup>th</sup> of the month for services rendered the previous month. Billing for services received after the 10<sup>th</sup> 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-Six Thousand Two Hundred Fifty Dollars (\$26,250) for the term of this Agreement.

[END OF PAYMENT TERMS]