

BOS AGREEMENT NO. _____

**AMENDMENT TO
STANDARD AGREEMENT NO. MH-20-013
PA NO. 20-139**

This Amendment to Agreement No. MH-20-013, PA No. 20-139 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 **National Alliance on Mental Illness**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. MH-20-013, PA No. 20-139 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-20-013, PA No. 20-139 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-20-013, PA No. 20-139 from \$29,750 to \$61,250; 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-20-013, PA No. 20-139 will be extended from December 31, 2020 to June 30, 2021.
2. The amount set out in Agreement No. MH-20-013, PA No. 20-139 will be increased from \$29,750 to \$61,250.
3. The Exhibit A - Definition of Services in Agreement No. MH-20-013, PA No. 20-139 has been altered and a new Exhibit A is attached herein.
4. The Exhibit B - Payment Terms in Agreement No. MH-20-013, PA No. 20-139 has been altered and a new Exhibit B is attached herein.

All other terms and conditions of Agreement No. MH-20-013, PA No. 20-139 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Jenine Miller, Psy.D.
Jenine Miller, Psy.D., HHSA Assistant Director
/Behavioral Health Director
Date: 3/29/21

Budgeted: ☒ Yes ☐ No
Budget Unit: 4051
Line Item: 86-2189
Org/Object Code: MAPEI
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: 03/17/2021

CONTRACTOR/COMPANY NAME

By: [Signature]
Donna Moschetti, Chairperson
Date: 3/17/2021

NAME AND ADDRESS OF CONTRACTOR:

National Alliance on Mental Illness
PO Box 1945
Ukiah, CA 95482
707-391-6867
namimendocino@mcn.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: 03/17/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO
Date: 03/17/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB# 21-132
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: 501(c)(3)

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services throughout Mendocino County that meet the criteria for Mental Health Services Act (MHSA), Prevention Services. Services will be provided with the intent of supporting the community, specifically those who are living with mental illness or who feel alone and isolated, as well as their family members. Services may be provided in the client's home, CONTRACTOR's office, or community setting. Services will be designed to build protective factors that reduce the negative outcomes related to untreated mental illness.

- I. CONTRACTOR shall:
 - A. Provide outreach to individuals suffering first break of mental illness, or other symptoms of severe mental illness, and their families. Outreach will also be conducted with the following organizations/individuals: MHSA service providers, wellness and resource centers, Mendocino County Specialty Mental Health service recipients, residential care facilities, and health fairs. CONTRACTOR will receive and respond to public inquiries, and create brochures, providing copies to the COUNTY.
 - B. Provide advocacy and support to peer consumers (a person who has experienced mental illness and has worked past it, or is working through it) who are suffering first break of mental illness, or other severe symptoms of mental illness, and their families regarding service needs including housing, employment, and life improvement.
 - C. Provide at least one (1) public forum to educate the general public regarding mental health issues during the twelve (12) month period of this contract.
 - D. Provide one (1) "Family to Family" class, and one (1) "Peer to Peer" class during the twelve (12) month period of this contract. CONTRACTOR shall inform COUNTY of trainings.
 - E. Recruit and train a sufficient number of volunteer facilitators to provide "Family to Family" and "Peer to Peer" group sessions throughout the County.
 - F. Reconnect peers with their families at their request.
 - G. Maintain a "Warm Line" phone service to support clients, support family members going through a loved one's crisis, or support a client's relapse or first break of mental illness. The Warm Line is for clients who need to talk and connect with a person who has been through the same situation.

CONTRACTOR shall communicate the hours and availability with the COUNTY.

- H. Provide a part time employee (twenty (20) hours per week) to take phone calls, make referrals, and schedule client appointments.
 - I. Maintain and house a resource/recovery library containing documentaries, informational and educational videos, books, CDs, and DVDs.
 - J. Utilize bilingual and culturally proficient staff, as needed.
 - K. 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.
 - L. Utilize an evidence based evaluation tool and a client satisfaction survey, for each client/peer and/or family member served, pre- and post-treatment/engagement.
- 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 will provide information on total funding sources, identifying the amount of funds received from Medical 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 the services were provided.
 - b. A confidential list of client names to assure 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 was 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.

- 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. 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 (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. Total number of unduplicated clients referred to clinicians for individual therapy.
 - 3. Total number of unduplicated clients referred to clinicians for group therapy.
 - 4. Number of clients with Serious Mental Illness.

5. Number of clients who followed through on referrals at least once.
6. Average interval between referral and participation to other services, and/or treatment.
7. Average duration of untreated mental illness measured by the interval between referral and engagement in treatment.
8. Number of unique services provided to each client and/or family member and where those services were offered, such as in the office, community or other setting.
9. Description of ways the CONTRACTOR encouraged access to services and follow through on referrals.
10. Client Satisfaction Survey Results: quarterly results reporting changes in attitudes, knowledge, and/or behavior related to seeking mental health services that are applicable to a specific program.
 - a. Number of reduced symptoms
 - b. Identified risk factors
 - c. Number of increased protective factors
 - d. Measure additional relevant indicators that are applicable to the program as determined by the COUNTY
11. Number of Trainings/Classes provided:
 - a. Title and location of training
 - b. Total unduplicated number of persons served
 - c. Sign-in sheets
 - d. Flyer(s)
 - e. Agenda
12. Log of all calls to the Warm Line:
 - a. Confidential list with first and last names of unduplicated clients
 - b. Age
 - c. Race/ethnicity
 - d. Gender or gender identity
 - e. Primary language used
 - f. Veteran's status
 - g. Sexual orientation

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 the 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. CONTRACTOR agrees to inform all of its employees, agents, subcontractors, and partners 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 MHSA Issue Resolution policy and procedure through which recipients of service shall have an opportunity to express and have their views, issues, and concerns considered regarding the delivery of services. This system shall include notification to the recipients of their right to a state hearing.
- 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. A requirement for all employees, consultants, or agents performing services under this Agreement who are required by Penal Code Section 11166 or Welfare and Institutions Code Sections 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. 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 \$4,958.33 each month upon receipt of invoice for services as defined in the Definition of Services (Exhibit A) for the months of July through December 2020.
- B. COUNTY will reimburse CONTRACTOR in an amount up to Five Thousand Two Hundred Fifty Dollars (\$5,250) each month upon receipt of invoice for services as defined in the Definition of Services (Exhibit A) for the months of January through June 2021.
- C. The COUNTY must receive all reports by the due dates specified in Exhibit A. Failure for the COUNTY to receive any reports within the stated timeframes in this contract may influence the next payment to the CONTRACTOR.
- D. 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.
- E. COUNTY has up to 30 days to reimburse CONTRACTOR for correctly submitted invoices for services provided by CONTRACTOR.
- F. 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 Sixty-One Thousand Two Hundred Fifty Dollars (\$61,250) for the term of this Agreement.

[END OF PAYMENT TERMS]