

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 9 Pages



AGREEMENT NUMBER	AMENDMENT NUMBER 1
MS-1920-11	
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
California Department of Aging
CONTRACTOR'S NAME
County of Sonoma
- The term of this Agreement is July 1, 2019 through June 30, 2020
- The maximum amount of this Agreement after this amendment is: **\$ 856,992**
Eight hundred fifty-six thousand nine hundred ninety-two and 00/100 dollars
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- The effective date of this amendment is July 1, 2019.
- This amendment increases funds provided to the Contractor by \$ 171,392
- Exhibit B is hereby replaced with Exhibit B-1, which is attached hereto.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of Sonoma		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS P.O. Box 1539 Santa Rosa CA 95402-4059		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Aging		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Nate Gillen, Manager, Business Management Branch		
ADDRESS 1300 National Drive, Ste. 200, Sacramento, CA 95834		

Budget Detail and Payment Provisions – Exhibit B-1
MS 1920 Contract

ARTICLE I. INVOICING AND PAYMENT

- A. To receive payment under the fee-for-service payment model, the Contractor shall prepare and submit electronic claims through the State's Fiscal Intermediary as set forth in the Medi-Cal Provider Manual.
- B. Payments shall be made in accordance with the following provisions:
 - 1. The Contractor shall submit claims to Medi-Cal Fiscal Intermediary, based upon the month of service and only for actual expenses. On each claim, the Contractor shall show the amount billed for each service code
 - 2. Failure to provide data and reports specified by this Agreement will result in the delay of payment of invoices

- C. Payment will be made in accordance with, and within the time specified in, California Government Code, Chapter 4.5, commencing with Section 927.

D. Reimbursement for Performance

The Contractor shall be entitled to monthly payment for actual services delivered to the Contractor's monthly active participants. This amount may vary from month to month but total annual payments to the Contractor shall not exceed the amount of the Contractor's total waiver slot budget for the year.

E. Rate Adjustment

Any rate adjustments must be approved by CDA.

F. Advance Payments

- 1. CDA may authorize an advance payment during the term of the Agreement pursuant to the Welfare and Institutions Code Section 9566 for Contractors providing services under the fee-for-service payment model. Upon approval of this Agreement, the Contractor may request an advance not to exceed twenty-five percent (25%) of the total contract amount.
- 2. No advance payments shall be authorized for a contractor that has entered into the CCI payment model with a PLAN(S).

Budget Detail and Payment Provisions – Exhibit B-1
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ARTICLE I. INVOICING AND PAYMENT (Continued)

3. A request for an advance payment shall be on the Contractor's letterhead and include both an original signature of authorized designee and the Agreement number. Requests for advances will not be accepted after the first day of that fiscal year unless otherwise authorized by CDA.
4. Any funds advanced under this Agreement, plus interest earned on same, shall be deducted from amounts due the Contractor. If, after settlement of the Contractor's final claim, the California Department of Health Care Services (DHCS) or CDA determines an amount is owed DHCS or CDA hereunder, DHCS or CDA shall notify the Contractor and the Contractor shall refund the requested amount within ten (10) working days of the date of the State's request.
5. The Contractor may at any time repay all or any part of the funds advanced hereunder. Whenever either party gives prior written notice of termination of this Agreement, the Contractor shall repay to DHCS, within ten (10) working days of such notice, the unliquidated balance of the advance payment.
6. Repayment of advances will be recovered from claims submitted to the State's Fiscal Intermediary after January 1st of each fiscal year and be collected at fifty percent (50%) of each claim submitted until the amount advanced is repaid. The Contractor may at any time be required to repay to DHCS all or any part of the advance.
7. Repayment of any remaining advances funds not collected through the process described in subsection 6 above, will be recovered through the Closeout process.

ARTICLE II. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

Budget Detail and Payment Provisions – Exhibit B-1
MS 1920 Contract

ARTICLE II. FUNDS (Continued)

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

3. DHCS and CDA reserve the right to refuse payment to the Contractor or later disallow costs for any expenditure as determined by DHCS or CDA to be out of compliance with this Agreement; unrelated or inappropriate to contract activities; when adequate supporting documentation is not presented; or where prior approval was required but was either not requested or granted.
4. The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Contract, shall be paid by the Contractor to DHCS to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Contract.
5. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution. The Contractor is required to acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.

Budget Detail and Payment Provisions – Exhibit B-1
MS 1920 Contract

ARTICLE II. FUNDS (Continued)

6. Any overpayment of funds must be deposited into an interest-bearing account.
- B. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and Office of Management and Budget's– Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR Part 200]
- C. Upon termination, cancellation, or expiration of this Agreement or dissolution of the entity, the Contractor, upon written demand, shall immediately return to DHCS any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement or the dissolution of the entity.
- D. Interest Earned
1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. [2 CFR § 200.305(b)(9)]
 2. The Contractor must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.
 - a. The Contractor receives less than \$120,000 in Federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

Budget Detail and Payment Provisions – Exhibit B-1
MS 1920 Contract

ARTICLE III. BUDGET AND BUDGET REVISION

Payment for performance by the Contractor under this contract may be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract. No legal liability on the part of the State for any payment may arise under this contract until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing.

A. Funding Reduction in Subsequent Fiscal Years

1. If funding for any State fiscal year is reduced or deleted by the Legislature, Congress, or Executive Branch of State Government for the purposes of this program, the State shall have the option to either:
 - a. Terminate the Contract pursuant to Exhibit D, Article XIII., A
 - b. Offer a contract amendment to the Contractor to reflect the reduced funding for this contract
2. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that the State reserves the right to determine which contracts, if any, under this program shall be reduced and that some contracts may be reduced by a greater amount than others. The State shall determine, at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.

B. The Contractor shall be reimbursed for category expenses only as itemized in the approved Budget, which is attached and hereby incorporated into this Exhibit.

C. Category amounts stipulated in the Budget, a part of Exhibit B, are the maximum amounts that may be reimbursed by DHCS under this Agreement or the actual category expenditures whichever is less.

D. The budget shall include the following line items:

1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
2. Fringe Benefits.
3. Contractual Costs – subcontract and consultant cost detail.

Budget Detail and Payment Provisions – Exhibit B-1
MS 1920 Contract

ARTICLE III. BUDGET AND BUDGET REVISION (Continued)

4. Indirect Costs.
 5. Rent – specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
 11. Indirect costs shall not exceed fifteen percent (15%) of direct salaries plus benefits.
- E. The Contractor must obtain prior written approval from CDA to transfer any funds into or out of the Care Management, Care Management Support or Purchased Waiver Service category. Requests to transfer these funds must be made prior to the close of the fiscal year.
- F. Budgeting processes and conditions will be subject to instructions that will be issued to the Contractor under separate cover.

ARTICLE IV. DEFAULT PROVISIONS

The State, without limiting any rights which it may otherwise have, may, at its discretion and upon written notice to the Contractor, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, upon occurrence of any one of the following events:

- A. Termination or suspension of this Agreement

Budget Detail and Payment Provisions – Exhibit B-1
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ARTICLE IV. DEFAULT PROVISIONS (continued)

- B. A finding by the State that the Contractor:
 - 1. Has failed to observe any of the covenants, conditions, or warrants of these provisions, or has failed to comply with any material provisions of this Agreement or
 - 2. Has failed to make progress, or is in such unsatisfactory financial condition, as to endanger performance of this Agreement or
 - 3. Has allocated inventory to this Agreement substantially exceeding reasonable requirements or
 - 4. Is delinquent in payment of taxes or of the cost of performance of this Agreement in the ordinary course of business
- C. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, or arrangement of liquidation proceedings by or against the Contractor.
- D. Service of any writ of attachment, levy, or execution, or commencement of garnishment proceeding or
- E. The commission of an act of bankruptcy.

ARTICLE V. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE CCI PAYMENT MODEL

A. Submission of Claim to PLAN(S)

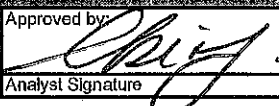
The Contractor shall submit a monthly claim to the PLAN(S) as specified in the MSSP site contract with the Managed Care Plan. The monthly claim shall be for each PLAN Member enrolled in the MSSP as of the first day of the month for which the claim is submitted. The claim shall include at a minimum the following data elements: Member name, Client Identification Number (CIN), and Contractor number.

Budget Detail and Payment Provisions – Exhibit B-1
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ARTICLE V. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING
UNDER THE CCI PAYMENT MODEL (continued)

B. Payment of Claims

1. The Contractor will receive a fixed monthly amount for each PLAN(S) Member receiving MSSP Waiver Services. Such MSSP amount shall be equal to \$ 446.35 per MSSP Waiver slot allotment in the MSSP Waiver.
2. The Contractor shall accept PLAN(S) monthly payment as payment in full and final satisfaction of PLAN(S) monthly payment obligation for MSSP Waiver Services for each MSSP Waiver Participant enrolled in PLAN(S).
3. The Contractor shall not submit separate claims to different PLAN(S) for the same MSSP Waiver Participant within the same invoice period.

Site Name	Sonoma County Area Agency on Aging		Site Number	11	Date Submitted to CDA-MSSP	6-Aug-19
Fiscal Year 2019-20						
A. Care Management						
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
1	Social Work Care Manager	Nishimura	\$82,577	0.000%	1.000	\$82,577
2	Social Work Care Manager	Solom	\$90,406	0.000%	1.000	\$90,406
3	Social Work Care Manager	Garcia	\$92,634	0.000%	1.000	\$92,634
4	Social Work Care Manager	Kinzel	\$78,176	0.000%	0.500	\$39,088
5			\$0	0.000%	0.000	\$0
6			\$0	0.000%	0.000	\$0
7			\$0	0.000%	0.000	\$0
8			\$0	0.000%	0.000	\$0
9			\$0	0.000%	0.000	\$0
10			\$0	0.000%	0.000	\$0
11			\$0	0.000%	0.000	\$0
12			\$0	0.000%	0.000	\$0
13			\$0	0.000%	0.000	\$0
14			\$0	0.000%	0.000	\$0
15			\$0	0.000%	0.000	\$0
16			\$0	0.000%	0.000	\$0
17			\$0	0.000%	0.000	\$0
18			\$0	0.000%	0.000	\$0
19			\$0	0.000%	0.000	\$0
20			\$0	0.000%	0.000	\$0
21			\$0	0.000%	0.000	\$0
22			\$0	0.000%	0.000	\$0
23			\$0	0.000%	0.000	\$0
24			\$0	0.000%	0.000	\$0
25			\$0	0.000%	0.000	\$0
26	Subtotal Care Management Salaries					\$304,705
27	Care Management Benefits					\$129,685
28	Total Care Management (CM) FTE 3.5					
29	Total Care Management					
				% Budget	51%	\$434,370
B. Care Management Support/Administration						
Salaries						
Line #	Position Title	Last Name	Base Salary	Salary Adjustment	FTE	Adjusted Salary
30	Supervising Care Manager	Reagan	\$100,581	0.000%	0.600	\$60,349
31	Fiscal	Montis	\$91,951	0.000%	0.600	\$37,171
32	Clerical Support	Swanson	\$60,086	0.000%	0.250	\$15,022
33	Social Work Assistant	Vacant	\$51,266	0.000%	1.000	\$51,266
34			\$0	0.000%	0.000	\$0
35			\$0	0.000%	0.000	\$0
36			\$0	0.000%	0.000	\$0
37			\$0	0.000%	0.000	\$0
38			\$0	0.000%	0.000	\$0
39			\$0	0.000%	0.000	\$0
40			\$0	0.000%	0.000	\$0
41			\$0	0.000%	0.000	\$0
42	Subtotal CMS/Administration Salaries					\$163,808
43	CMS/Administration Benefits					\$110,497
44	Total CMS/Administration FTE 2.45					
45	Total CMS/Administration Salaries					\$274,305
Operating Costs						
46	Communications, Postage, Internet					\$0
47	Consultation, Professional Services					\$0
48	Equipment Cost equal to or greater than \$500 per Unit					\$0
49	Equipment, Maintenance & Rental Costs; Office Supplies					\$0
50	Facility, Rent & Operations					\$0
51	Insurance					\$0
52	Library Purchases, Membership Dues, Subscriptions					\$0
53	Recruitment Costs					\$0
54	Temporary Help					\$0
55	Training without Associated Travel Costs					\$0
56	Travel					\$0
57	Indirect Costs (Indirect Costs/Base) - 15% maximum				7%	\$50,317
58	Base = Salaries & Benefits ((29)+(45))				\$708,675	
59						\$0
60						\$0
61	Total CMS/Administration Operating Costs					\$50,317
62	Total CMS/Admin (45)+(61)					
				% Budget	38%	\$324,622
C. Waived Services						
63	Total Waived Services					
				% Budget	11%	\$98,000
D. Total Budget Amounts						
64	Fiscal Year 2019-20 ((29)+(62)+(63))					\$856,992
By completing Part I, I understand that this is an electronic signature and by checking the box I certify that all the provided information is believed to be accurate, reliable and complete to the best of my knowledge and ability to confirm it.						
Full Name Gary Fontenot		Title Site Director		8/6/2019	Check box to indicate agreement with information provided in report. <input checked="" type="checkbox"/>	
For CDA Use Only		Approved by: 		8/8/19.		Date
		Analyst Signature				