

AMENDMENT NO. 1 TO AGREEMENT A-15539

This Amendment No. 1 to Agreement A-15539 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Center for Community Advocacy, hereinafter referred to as CONTRACTOR.

WHEREAS, on July 1, 2021 the COUNTY and CONTRACTOR entered into Agreement A-15539, and

WHEREAS, the COUNTY and CONTRACTOR request to amend the Agreement as specified below:

1. Extend term of Agreement for an additional year: FY 2023-24.
2. Increase funding amounts for FYs 2022-24.
3. Add therapeutic services for FYs 2022-24.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B: PAYMENT AND BILLING PROVISIONS is replaced by EXHIBIT B-1; PAYMENT AND BILLING PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. Except as provided herein, all remaining terms, conditions, and provision of this Agreement are unchanged and unaffected by the AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the Agreement.
4. Section IV, A is amended to be: "This Agreement shall be effective July 1, 2021 and shall remain in effect until June 30, 2024."
5. This Amendment No. 1 shall be effective July 1, 2022 through June 30, 2024.
6. This Amendment increases the contract amount by \$394,229, for a new contract amount of **\$678,207**.
7. A copy of the AMENDMENT NO.1 shall be attached to the original Agreement executed by the County on Sept 21, 2021.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to Agreement A-15539 as of the day and year written below.

I. COUNTY OF MONTEREY

By: _____
Elsa M. Jimenez, Director of Health

Date: _____

Approved as to Form

By: _____
DocuSigned by:
Marina Pantchenko
65EE9E1502BD412...
Marina Pantchenko, Deputy County Counsel

Date: _____
5/26/2022 | 4:52 PM PDT

Approved as to Fiscal Provisions

By: _____
DocuSigned by:
Gary Giboney
D3834BFEC1D8449...
Gary Giboney, Chief Deputy Auditor/Controller

Date: _____
5/26/2022 | 5:10 PM PDT

Approved as to Liability Provisions

By: _____
Les Girard, Risk Management

Date: _____

Approved as to Content

By: _____
Kathryn Eckert, Behavioral Health Director

Date: _____

II. CONTRACTOR

Contractor*

By: _____
DocuSigned by:
Natalie Herendeen
1BA957165B814B6...
Natalie R. Herendeen, Executive

Date: _____
Director 5/19/2022 | 2:37 PM PDT

By: _____
DocuSigned by:
Dan Balbas
4A62E7CAE7B1407...
Dan Balbas, Treasurer

Date: _____
5/20/2022 | 8:39 AM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

EXHIBIT A-1: PROGRAM DESCRIPTION

I. IDENTIFICATION OF CONTRACTOR

Center for Community Advocacy
22 West Gabilan Street
Salinas, CA 93901

II. PROGRAM NARRATIVE:

The goal of the Promotores Project is to improve mental health awareness and access to services to the unserved Latino population of Monterey County. This will be achieved through an outreach and access model that will be integrated into the service delivery model of the Monterey County Behavioral Health Bureau. The MCBH Bureau will work in partnership with the Center for Community Advocacy (CCA) to streamline referral processes for residents who meet criteria for Specialty Mental Health Services provided by MCBH and provide points of contact who can facilitate warm hand offs and link individuals to care in a relational context.

CCA has established relationships with community members and understands the needs of unserved Latino populations. In their programs, they provide education and legal supports to farm workers and other low-income working families in Monterey County. They employ Promotoras who provide education on health and mental health related topics and parenting classes where issues relating to children, adolescent and family mental health needs are reviewed. The Promotoras are in a unique position to bridge the gap that often exists between Behavioral Health entities and individuals and families who are in need of Behavioral Health care.

PROGRAM : Center For Community Advocacy Culturally Specific Prevention And Early Intervention Through Outreach And Engagement

III. PROGRAM DESCRIPTION

The goal of this program is to improve mental health awareness and access to services to the unserved and underserved Latino population of Monterey County. This will be achieved through outreach and engagement at educational presentations and trainings, programs on Social Media, Radio, TV or other media outlets. This will also be achieved through incorporating a licensed therapist into the group sessions and on a limited basis provide therapy for mild mental health issues. More acute cases will be referred to MCBH and/or other appropriate agency.

A. PROGRAM OBJECTIVES:

1. Assure services are provided in culturally and linguistically competent setting(s);
2. Assure that the service-providing organization has the capacity (bilingual staff, training, organizational climate) to deliver services in a manner that is culturally competent and linguistically

appropriate for all the people and diverse cultures in Monterey County; and that services are provided in an environment, physical and emotional, that makes people of all cultures, ages and sexual orientation feel welcome and cared for;

3. Provide services at locations and at times convenient to community members;
4. Function in collaboration with Behavioral Health and other partners

IV. SCOPE OF WORK:

1. CONTRACTOR will provide two group therapy sessions, with a licensed therapist, per month for a total of 24 group therapy sessions per year.
2. CONTRACTOR will provide counseling, on a first come first serve basis up to the capacity of the contracted, licensed therapist.
3. CCA will assign one organizer/case manager to assist the licensed therapist in their case management and help them organize group sessions
4. CONTRACTOR will provide 12 educational presentations per year, with at least 8-25 attendees at each presentation, on mental health with a focus on Salinas, Pajaro and South County cities.
5. CONTRACTOR will conduct 2 series of Fuertes Familias, or other support group, per year.
6. CONTRACTOR will refer individuals with acute mental health conditions to MCBH, or to other appropriate Behavioral Health services, per quarter.
7. CONTRACTOR will conduct 6-8 presentations per year via Social Media, Radio, TV or other media outlets.
8. CONTRACTOR will participate in collaborative meetings as needed with Contract Monitor and MCBH staff to identify successes and address challenges or barriers to linking individuals to care.
9. CONTRACTOR will attend the Cultural Relevancy and Humility Committee at least 4-6 times per year.
10. CONTRACTOR will provide annual training to MCBH staff on strategies for engaging Latinos in Behavioral Healthcare and on culturally attuned clinical services. On an as needed basis, CCA will also be a resource for MCBH to improve Latino engagement and service delivery.
11. CONTRACTOR will identify and train at least 8 - 10 new Promotores de Salud to deliver mental health services.

Note: Educational presentations will be provided through a combination of Zoom and live in-person presentations, depending on safety concerns with COVID-19.

Number of Individuals to be Served:

1. In the educational presentation, a minimum of 146 and a maximum of 350 individuals will be served.
2. In Fuertes Familias or other support group, a minimum of 146 and a maximum of 350 individuals will be served.

A. PROGRAM GOALS:

1. Reduce isolation, promote resilience, and improve the social connectedness of the individuals we serve through group activities and interaction.
2. Ensure that underserved and unserved members of the Latino farm worker / low- income community learn when to ask for help with an emotional or mental health problem or condition, understand where to go for help with an emotional or mentalhealth problem, are able to use coping skills to help with problems they may be experiencing.
3. Provide the information the community needs to access mental health services whenneeded.
4. De-stigmatize mental health issues in the unserved and underserved Latinocommunity through education and shared experiences about mental health.
5. Reduce risk factors for developing serious mental illness though outreach, education,and referrals.
6. Survey program participants regarding the effectiveness of the program by asking questions to ascertain if they have a) improved knowledge of when to ask for help with an emotional or mental health problem or condition; b) improved knowledge of where to go for help with an emotional or mental health problem; c) improved copingskills; and d) improved social connectedness.

V. SERVICE DELIVERY SITE(S)

1. Site(s):
 - a. 920 Acosta Plaza, Salinas, California 93905
[Sanborn RanchHouse/Community Garden Center]
 - b. 22 W. Gabilan Street, Salinas, California 93901 [Main Office]
2. Hours of Operation:
 - a. Main Office: Monday – Friday, 9:00 a.m. – 5:00 p.m.

VI. POPULATION/CATCHMENT AREA TO BE SERVED:

The Center for Community Advocacy is able to provide services to the following underserved and priority regions:

1. The Salinas Valley (includes but not limited to Salinas and unincorporated areas within the region),
2. North County (includes but not limited to Pajaro, Aromas, Prunedale, Moss Landing, Castroville, Royal Oaks, and surrounding unincorporated areas within the region), and
3. South County (includes but not limited to Chualar, Soledad, Greenfield, Gonzales, King City, Bradley, and surrounding unincorporated areas within the region).

F. FINANCIAL ELIGIBILITY: N/A

G. LEGAL STATUS: Voluntary

VII. REPORTING REQUIREMENTS

For MHSA PEI:

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in the Program Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

For CCRSAA:

Monterey County Behavioral Health (MCBH) shall provide to CONTRACTOR the reporting requirements as approved by the Department of Health Care Services for the Coronavirus Response and Relief Supplemental Appropriations Act (CCRSAA) Community Mental Health Services Block Grant (MHBG).

CONTRACTOR shall submit reports consisting of participant outcomes and demographic data collected through pre/posttest surveys administered before and after CONTRACTOR workshops/information sessions.

VIII. MEETINGS/COMMUNICATIONS:

CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager ("Contract Monitor") to monitor progress on consumer and program outcomes; oversee contract implementation; and evaluate contract usage, effectiveness, issues, and recommendations.

IX. DESIGNATED CONTRACT MONITOR:

Dana Edgull
Behavioral Health Services Manager
Monterey County Health Department

Behavioral Health Bureau
1270 Natividad Rd.
Salinas, CA 93906
(831) 796-6110
edgulldr@co.monterey.ca.us

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**EXHIBIT B-1:
PAYMENT AND BILLING PROVISIONS**

I. PAYMENT TYPES

Negotiated, Provisional Rates and Cash Flow Advance up to the maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT SCHEDULE AND METHOD

CRRSAA Source of Funds

Payment Period	Payment Method	Annual Total
July 1, 2022 - Dec 30, 2022	½ of total FY 2023 CRRSAA funds, or \$25,000 per quarter	\$50,000
Total CRRSAA Amount for FY 2022-23		*\$50,000

***CRRSAA COMPLETE EXPENDITURE OF FUNDS**

*CRRSAA (Coronavirus Response and Relief Supplemental Appropriations Act) and ARPA (American Rescue Plan Act) Funds must be expended by Dec. 31, 2022.

MHSA/PEI Source of Funds

Payment Period	Payment Method	Annual Total
FY 2021-22	1/4 of the total annual PEI amount or \$35,497 per quarter	\$141,989
FY 2022-23	1/4 of the total annual PEI amount or \$60,777 per quarter	\$243,109
FY 2023-24	1/4 of the total annual PEI amount or \$60,777 per quarter	\$243,109
Total MHSA/PEI for FY 2022-24		\$628,207

Invoicing Schedule per Fiscal Year

Quarter	Invoice Due Date
1st Quarter: July 1 - September 30	October 31
2nd Quarter: October 1 - December 31	January 31

3rd	Quarter: January 1 - March 31	April 30
4th	Quarter: April 1 - June 30	July 6

CONTRACTOR will submit quarterly claims for services rendered utilizing Exhibit G.

IV. PAYMENT CONDITIONS

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a quarterly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the 1st, 2nd, and 3rd quarter of service as noted in the Invoicing Schedule, unless other arrangements have been made in advance. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email/mail a quarterly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

Monterey County Health Department
Behavioral Health Bureau
c/o Accounts Payable
1270 Natividad Road Salinas, CA 93906

MCHDBHFinance@co.monterey.ca.us

B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested

amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.
- F. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$678,207** for services rendered under this Agreement.
- B. Maximum Annual Liability

FISCAL YEAR LIABILITY	AMOUNT
FY 2021-22	\$141,989
FY 2022-23	\$293,109
FY 2023-24	\$243,109
TOTAL MAXIMUM LIABILITY	\$678,207

The County retains the right to adjust the funding sources as may be required.

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain

obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY’S claims processing information system reports, remittance advices, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State’s Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY’S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY’S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board’s approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR’S performance hereunder or by any provision of this Agreement during any of COUNTY’S current or future fiscal year(s) unless and until COUNTY’S Board of Supervisors appropriates funds for this Agreement in COUNTY’S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term “Director” in all cases shall mean “Director or his/her designee.”

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EXHIBIT G

EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Monterey County Behavioral Health

Contractor :	Center for Community Advocacy
Address Line 1	22 West Gabilan
Address Line 2	Salinas, CA 93901
Tel. No.:	831-753-2324
Fax No.:	
Contract Term:	July 1, 2022 - Dec 30, 2022
BH Division :	CRRSAA

Invoice Number :

County PO No.:

Invoice Period : July 1, 2022 - Dec 30, 2022

Final Invoice (Check if Yes)

BH Control Number

Rates of Payment	Term: FY 2022-23	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested FY to Date	Dollar Amount Remaining	% of Total Contract Amount
Cash Flow Advance amount, 1/2 payment of: \$25,000 per quarter (*CRRSAA Funds must be spent by Dec 30, 2022)	FY 2022-23	50,000.00			(50,000.00)	
TOTALS		50,000.00			(50,000.00)	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract claims are maintained in our office at the address indicated.approved for services provided under the provision of that contract. Full justification and backup records for those

Signature: _____ Date: _____
 Title: _____ Telephone: _____

Send to: Behavioral Health Authorization for Payment
MCHDBHFinance@co.monterey.ca.us

EXHIBIT G

EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Monterey County Behavioral Health

Contractor : Center for Community Advocacy	Invoice Number : <input style="width:90%;" type="text"/>
Address Line 1 22 West Gabilan	County PO No.: <input style="width:90%;" type="text"/>
Address Line 2 Salinas, CA 93901	Invoice Period : July 1, 2022 - June 30, 2023
Tel. No.: 831-753-2324	
Fax No.:	
Contract Term: July 1, 2022 - June 30, 2024	Final Invoice (Check if Yes) <input style="width:50px;" type="checkbox"/>
BH Division : MHSA - PEI	BH Control Number <input style="width:100px;" type="text"/>

Rates of Payment	Term: FY 2022-23	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested FY to Date	Dollar Amount Remaining	% of Total Contract Amount
Cash Flow Advance amount, 1/4 payment of: \$60,777 per quarter	FY 2022-23	243,109.00			(243,109.00)	
TOTALS		243,109.00			(243,109.00)	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract claims are maintained in our office at the address indicated.approved for services provided under the provision of that contract. Full justification and backup records for those

Signature: _____	Date: _____
Title: _____	Telephone: _____

Send to: Behavioral Health Authorization for Payment

MCHDBHFinance@co.monterey.ca.us