

**AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & UNITED WAY MONTEREY COUNTY**

This Amendment No. 1 to Professional Services Agreement is made and entered into by and between the County of Monterey, hereinafter referred to as "COUNTY", and The United Way of Monterey County, hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY and CONTRACTOR entered into Agreement dated July 1, 2021;
and

WHEREAS, the COUNTY and CONTRACTOR request to amend the AGREEMENT as specified below;

1. Expand funding and services by adding Program B: Smart Referral Network.
2. Revise the total maximum Agreement amount from \$81,900 to \$281,900.

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

1. This Amendment increases the Agreement amount by \$200,000, for a new total Agreement amount not to exceed \$281,900.
2. EXHIBIT A-1 replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
3. EXHIBIT B-1 replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
4. This Amendment is effective July 1, 2022.
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
6. A copy of the AGREEMENT shall be attached, executed by the County on July 1, 2021.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

DocuSigned by:
By: Katy Castagna

Signature of Chair, President, or Vice-President

Dated:

Katy Castagna, President and CEO

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 7/6/2022 | 9:49 AM PDT

DocuSigned by:
Jennifer Forsyth

Deputy Auditor/Controller

DocuSigned by:
By: Steven Emerson

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Dated: 7/11/2022 | 8:52 AM PDT

Steve Emerson, Treasurer

Printed Name and Title

Approved as to Liability Provisions:

Dated: 7/7/2022 | 7:06 AM PDT

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Maura Pantle

Deputy County Counsel

Dated: 7/7/2022 | 12:04 PM 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.

- ¹ Approval by County Counsel is required.
- ² Approval by Auditor/Controller is required.
- ³ Approval by Risk Management is required only if changes are made in paragraph 8 or 9 of the Agreement

EXHIBIT A-1: SERVICE DESCRIPTION

I. IDENTIFICATION OF PROVIDER

United Way Monterey County
232 Monterey Street, Suite 200
Salinas, CA 93901
(831)372-8026

II. PROGRAM NARRATIVES

A. Program A: 2-1-1 SERVICE

The 2-1-1 Service provides 24-7 assistance for residents seeking health and human services and is a response to the enormity of input from community stakeholders expressing the need for increased access to essential services including mental health services, especially for unserved or underserved community residents. 2-1-1 is an easy-to-remember telephone number that connects people with important community services and volunteer opportunities. 2-1-1 provides callers with information about and referrals to human services for every day needs and in times of crisis.

The system provides multi-lingual services to Monterey County residents of all age and cultural groups. Marketing of the service includes specific outreach materials and strategies designed to reach Underserved and Unserved Cultural Populations.

B. PROGRAM B: SMART REFERRAL NETWORK

Health services eligibility and benefits are ambiguous, unclear, and navigating systems to receive services can be complicated. The goal of this program is to support residents suffering from mental health distress and substance use disorders to achieve emotional and physical wellness by connecting them to resources and programs that address Behavioral Health conditions.

This will be achieved by utilizing the Smart Referral tool and Smart Referral Network (SRN). The Smart Referral tool compares client demographics and personal information with service eligibility information stored in the 211 health and human services database. It makes referral recommendations based on the match probability. Over 40 different Monterey County community benefit organizations participate in the SRN. Residents who indicate Medi-Cal coverage will receive program information that shows benefits covered by Medi-Cal insurance.

Program services will be made available to referrals from other SRN partners and from the residents via a Self-Smart Referral tool. Substance Use Disorder (SUD) and Mental Health (MH) partners will respond to referrals received, make efforts to enroll clients into their services, and document when referrals result in services.

III. PROGRAM GOALS

A. PROGRAM A GOALS: 2-1-1 SERVICE

The goal of the 2-1-1 service is to offer information regarding the following types of services:

1. Basic Human Needs Resource: food banks, clothing closets, shelters, rent assistance, utility assistance;
2. Physical and Mental Health Resources: health insurance programs, Medi-Cal and Medicare, maternal health, Children's Health Insurance Program, medical information lines, crisis intervention services, support groups, counseling, drug and alcohol intervention and rehabilitation;
3. Employment Supports: financial assistance, job training, transportation assistance, education programs;
4. Support for Older Americans and Persons with Disabilities: congregate meals, Meals on Wheels, respite care, home health care, transportation, homemaker services;
5. Support for Children, Youth and Families: childcare, after school programs, Head Start, family resource centers, summer camps and recreation programs, mentoring, tutoring, protective services;
6. Volunteer Opportunities and Donations;
7. During times of natural or manmade disasters or crisis, provide important authorized official information to the public and pass along to appropriate authorities feedback from the public; and,
8. Available to serve as a "Go-to" phone number for county agencies.

B. PROGRAM B GOALS: SMART REFERRAL NETWORK

The goals of the Smart Referral Network are to:

1. Increase the well-being, health and prosperity of residents by increasing access to needed services.
2. Fosters cross functional collaboration, develop partnerships, and facilitate "active" referrals to a specific staff person.
3. Ensure referrals made between organizations result in services, so residents get the assistance they need whether it be in the day-to-day or in times of increased need.
4. Develop, grow, manage and support a network of Substance User Disorder (SUD) and Mental Health (MH) Programs.

5. Orient, train, and onboard service providers to the SRN.
 - a. Integrate provider's services into the SRN software allowing the platform to represent program/service information, eligibility requirements, ideal candidate profile, health insurance requirements, and cost structure.
 - b. Foster closed loop referrals, collaborative care and improve program outcomes through support and monthly meetings of network partners
 - c. Monitor partners referral inboxes, and support agencies to close referral loops and report outcomes.
6. Increase access to mental health services, SUD treatments, as well as basic needs supports by developing collaborative and bi-directional referral network of program providers.
7. Supportive services marketed broadly throughout the community using traditional and social medial channels.
8. A "push texting" platform developed enabling residents to type a phone number in their smart phones and receive positive messages, resources and service referral information to suicide prevention, MH and SUD programs.
9. Software developed allowing residents to:
 - a. Receive guided support from a chat bot to intake personal information;
 - b. Sign a release of information;
 - c. Search for services for which they would be eligible;
 - d. Make a Smart Referral to services offered by partner agencies in the MH and SUD referral network.
 - e. Referrals go directly into the inbox of MH, SUD, and SDOH service partners who have Smart Referral Network accounts
 - f. Providers will reach out to residents to enroll them in services and document when services have been delivered
10. Chat bot deployed on the 211 Monterey County website
 - a. Link available on partner computers and home pages

English and Spanish Radio station advertising as well as, social media platforms and mobile platforms

IV. PERFORMANCE OUTCOME MEASURES & DATA COLLECTION ELEMENTS

PROGRAM A: 2-1-1 SERVICE

1. Number of phone calls per quarter
2. Demographic information of callers, in aggregate form
3. Reporting frequency

PROGRAM B: SMART REFERRAL NETWORK

1. A cohort of at least 5 SUD, MH, and SDOH partners who regularly use the SRN to refer.
2. A minimum of 75 referrals made between SRN partners annually between July 1, 2022 and June 30, 2023.
3. A minimum of 50 referrals using the chat bot between August 1, 2022 and June 30, 2023.
4. A minimum of 50 referrals will result in services or attempts to serve residents.
5. 33 combined advertising spots on English and Spanish radio.
6. 4 text campaigns targeting different groups for different services: substance use disorder, mental health support, suicide prevention, youth support

V. REPORTING REQUIREMENTS

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.

VI. CONTRACT MONITOR

Dana Edgull
Behavioral Health Services Manager
Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906
(831)796-6110
edgulldr@co.monterey.ca.us

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EXHIBIT B-1: Payment and Billing Provisions**I. PAYMENT TYPE**

Negotiated Rate up to the maximum contract amount

II. PAYMENT RATE/QUARTERLY PAYMENT SCHEDULE**Program A: 2-1-1**

Period of Payment	Quarterly Invoice Amount
FY 2021-22: July 1, 2021 through June 30, 2022	\$ 6,825
FY 2022-23: July 1, 2022 through June 30, 2023	\$ 6,825
FY 2023-24: July 1, 2023 through June 30, 2024	\$ 6,825
Program A: Total Maximum Amount for FY 2021-24	\$ 81,900

Program B: Smart Referral Network

Period of Payment	Quarterly Invoice Amount
FY 2021-22: July 1, 2021 through June 30, 2022	\$ N/A
FY 2022-23: July 1, 2022 through June 30, 2023	\$ 25,000
FY 2023-24: July 1, 2023 through June 30, 2024	\$ 25,000
Program B: Total Maximum Amount for FY 2021-24	\$200,000

III. PAYMENT CONDITIONS

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short- Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual

allowable costs of providing those services less any deductible revenues, as stated above.

- B. 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 the Invoice Form provided as Exhibit D, 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 quarter of service.

See Section II, 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 a monthly claim using Exhibit D, Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to

MCHDBHFinance@co.monterey.ca.us

- C. 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.
- D. 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 quarter of service and disallow the claim.
- E. 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.

- 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.

G.

IV. 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 \$281,900 for services rendered under this Agreement.

B. Maximum Annual Liability

FISCAL YEAR	FUNDING SOURCE	AMOUNT
2021-2022	Mental Health Services Act (MHSA) Prevention & Early Intervention (PEI) Funds	\$27,300
2022-2023	MHSA PEI Funds	\$127,300
2023-2024	MHSA PEI Funds	\$127,300
TOTAL AGREEMENT MAXIMUM LIABILITY		\$281,900

- 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.

V. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over quarterly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Revenue & Expenditure Summary provided in Exhibit E-1. Only the costs listed in Exhibit E-1 of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit E-1, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

VI. LIMITATIONS 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 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 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.

VII. 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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