

## AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 4 to Agreement A-10970 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and ACTION COUNCIL OF MONTEREY COUNTY, INC., hereinafter referred to as CONTRACTOR.

This Amendment modifies the Professional Services Agreement as specified below,

1. Amend Paragraph 2, "PAYMENTS BY COUNTY" to read as follows: The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$698,750**.

2. Amend Paragraph 3, "TERM OF AGREEMENT" to read as follows: The term of this Agreement is from July 24, 2007 to June 30, 2011, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3. EXHIBIT B-3 replaces Exhibits B-2, B-1 and B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-3.

4. All other terms and conditions of the Agreement A-10970 shall remain in full force and effect.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 4 to Agreement A-10314 as of the day and year written below.

**COUNTY OF MONTEREY**

**ACTION COUNCIL OF MONTEREY COUNTY, INC.**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

By: [Signature]  
(Signature of Chair, President or Vice President\*)

Date: \_\_\_\_\_

Date: 7-1-10

**APPROVED AS TO LEGAL FORM:**

By: [Signature]  
Deputy County Counsel

By: [Signature]  
(Signature of Secretary, CFO, or Asst. Treasurer)\*

Date: 6/4/10

Date: 7-1-10

**APPROVED AS TO FISCAL PROVISIONS:**

By: [Signature]  
Auditor-Controller

Date: 6-7-10

**APPROVED AS TO LIABILITY PROVISIONS:**

**APPROVED AS TO INDEMNITY/INSURANCE LANGUAGE**  
By: [Signature]  
Risk Management

Date: 6/10/10

**APPROVED AS TO CONTENT:**

By: [Signature]  
Wayne Clark, Behavioral Health Director

Date: 6/29/10

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with 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.

## **EXHIBIT B3: PAYMENT PROVISIONS**

- A. COUNTY shall authorize services performed and expenditures to be reimbursed under all categories as determined by funding availability, timelines, program requirements and implementation needs, and at a rate that is mutually agreed upon in advance of the provision of services, provided the Agreement does not exceed the established maximum of **\$698,750\***.

\*Note: This dollar amount requires review from the COUNTY'S Purchasing Division, based on the COUNTY'S Purchasing Regulations, prior to release of funds.

- B. CONTRACTOR shall also be reimbursed for actual costs associated with sub-contracting with pre-approved individuals as necessary provided the Agreement does not exceed the established maximum of **\$ 698,750\***.
- C. All invoices for reimbursement by COUNTY to CONTRACTOR shall also include a ten percent (10%) administrative fee. The administrative fee is for performing and executing the responsibilities identified in this contract.
- D. CONTRACTOR shall submit to the COUNTY an invoice on a form acceptable to COUNTY no later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the COUNTY may require. The Health Department shall certify the invoice, either in the requested amount or in such other amount as the COUNTY approves in conformity with this Agreement, and shall promptly submit such invoice to the COUNTY Auditor-Controller. The Auditor shall pay the certified amount within 30 days of receiving the certified invoice.
- E. The process for reimbursement of funds is outlined below. The CONTRACTOR will submit invoices to the COUNTY on a monthly basis. The COUNTY and CONTRACTOR will review and certify the invoices based on the benchmarks outlined in Exhibit A, Scope of Services.

For Program Seven, the process for invoice submission and payment is as follows:

1. The SUBCONTRACTOR submits invoice to the COUNTY.
2. The COUNTY reviews and certifies the invoice for approval.
3. After approval, the COUNTY forwards the invoice to the CONTRACTOR for approval.
4. If approved, the CONTRACTOR reviews and processes payment to the SUBCONTRACTOR.
5. The CONTRACTOR invoices the COUNTY for the amount of the invoice

plus the ten percent (10%) administrative fee.

F. CONTRACTOR will submit a monthly claim for services rendered to:

Monterey County Health Department  
Behavioral Health Division  
1270 Natividad Road, Room 200  
Salinas, CA 93906  
ATTN: Accounting Unit

## II. MAXIMUM OBLIGATION OF COUNTY

Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$698,750** for services provided under this Agreement. Funds are allocated as follows:

PROGRAM	FY 07/08	FY 08/09	FY 09/10	FY 10-11
1: Children's Mental Health - CSAT	\$5,000	-	-	-
2: Children SAMSHA/La Familia Sana	\$165,000	\$20,000	\$20,000	-
3: Children-MHSA	\$5,000	\$5,000	\$5,000	-
4: Children: Juvenile Justice	\$15,000	\$15,000	\$15,000	-
5: Adult Mental Health	\$4,000	\$4,000	\$4,000	-
6: MHSA Planning & Implementation	\$36,000	\$20,000	\$20,000	\$22,450
7: System Development	-	\$82,500	-	-
African American Partnership	\$64,000	-	-	-
8: Workforce Education & Training	\$15,500	\$53,000	\$34,500	\$5,000
AdminOverhead Costs (10% of contract total)	\$30,950	\$19,950	\$9,850	\$3,050
<b>TOTAL LIABILITY</b>	<b>\$340,450</b>	<b>\$219,450</b>	<b>\$108,350</b>	<b>\$30,500</b>
<b>TOTAL MAXIMUM LIABILITY</b>		<b>\$698,750</b>		

\*Note: This dollar amount requires review from the COUNTY'S Purchasing Division, based on the COUNTY'S Purchasing Regulations, prior to release of funds.

## III. CONTRACT MONITOR

Wayne Clark, Ph D., Director  
Behavioral Health Division  
Monterey County Health Department  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4509

Or his Designee