

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICE AGREEMENT A-13555
BY AND BETWEEN
COUNTY OF MONTEREY AND
ACTION COUNCIL OF MONTEREY COUNTY**

This AMENDMENT NO. 2 to Agreement A-13555 is made by and between the County of Monterey, hereinafter referred to as "COUNTY," and **Action Council of Monterey County**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into Agreement A-13555 dated January 23, 2018, Amendment No. 1 dated January 1, 2019; and

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

1. Amendment to extend contract term date to September 30, 2021.
2. Move funding in position line-items over to Prop 47 Lead Coordinator Position.
3. Add Board of State and Community Corrections Grant Program Access and Program Records Requirements Language to Scope of Service.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follow:

1. EXHIBIT A-1: SCOPE OF SERVICE AND PAYMENT PROVISIONS is replaced by EXHIBIT A-2: SCOPE OF SERVICE AND PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2.
2. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-13555 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
3. This Amendment increases the contract amount by \$104,317 for a new agreement amount of \$380,312.
4. This Amendment No. 2 is effective July 1, 2019.
5. A copy of this Amendment shall be attached to the original Agreement executed by the County on January 23, 2018.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Agreement A-13555 as of the date and year written below:

COUNTY OF MONTEREY

By: _____
Elsa M. Jimenez, Director of Health

Date: _____

Approved as to Form

By: Stacy L. Sietta
Stacy L. Sietta, Deputy County Counsel

Date: Marina Parichenko
3/2/2020

Approved as to Fiscal Provisions

By: Burcu Musa
Gary Giboney, Chief Deputy Auditor/Controller

Date: Burcu Musa, Assistant 3/9/2020

Approved as to Liability Provisions

By: _____
Les Girard, Risk Management

Date: _____

Approved as to Content

By: _____
Amie Miller, Behavioral Health Director

Date: _____

CONTRACTOR

Contractor* _____

By: _____
Larry Imwale, Executive Director

Date: 1/20/20

By: _____
Den. Dy, CFO*

Date: 1/20/20

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 an officer 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 A- 2 SCOPE OF SERVICES AND PAYMENT PROVISIONS

I. IDENTIFICATION OF PROVIDER

Motivating Individual Leadership for Public Advancement (MILPA)
339 Melody Lane
Salinas, CA 93901
(831) 676-3079

II. PROGRAM NARRATIVE

MILPA developed Proposition 47 implementation strategies focused on a grass root communal effort. The development of the implementation strategies addresses outreach, recruitment, employment and community awareness, while hiring, and building capacity of individuals that have been impacted by the system and those that benefited from Prop 47 reclassification.

MILPA works with the Monterey County Public Defender's office and assists with sentencing reclassification for the target population in Monterey County from felonies to misdemeanors for non-violent /non-sexual offenses. MILPA has developed an intake process system which streamlines the sentencing reclassification providing eligible clients the opportunity to participate in treatment services, job placement or educational opportunities which increases their chances of successful reintegration into society.

III. PROGRAM GOALS

MILPA Program goals are as follows:

To provide information, linkage and intake for adults who qualify for records relief, this includes sentence reclassification under Proposition 47 and petitions for dismissal.

To provide strategies for support, counseling, and advocacy;

To conduct various workshops that include outreach to populations that are traditionally underserved and misrepresented in South County; and

To train, build and prepare individuals that have been impacted by Prop 47 and have been formerly incarcerated to recruit and engage other residents towards Prop 47 reclassification.

IV. PROGRAM OBJECTIVES

1. CONTRACTOR shall receive up to 100 referrals of eligible adults for reclassification and petitions for dismissal per Fiscal Year (FY). All eligible adults must have a Prop 47 Eligibility Form completed in Avatar and meet eligibility criteria except residence in South Monterey County.

2. CONTRACTOR shall successfully provide records relief for 65-70 of the individuals referred per FY.
3. CONTRACTOR shall participate in at least 3 community events in South County per FY. CONTRACTOR shall utilize the community event form located in Avatar for each event CONTRACTOR participates in.
4. CONTRACTOR shall provide 6 workshops in South County per FY. CONTRACTOR shall utilize the community event form located in Avatar for each workshop CONTRACTOR provides.
5. CONTRACTOR shall coordinate services with other service providers, including primary health care services and other health, legal or human service agencies involved in the services provided.
6. CONTRACTOR shall have the capacity (Spanish/English bilingual staff, training, organizational climate) to deliver services in a manner that is culturally competent and linguistically appropriate for diverse cultures in Monterey County. MILPA will use the AVATAR System to track and coordinate client services.
7. CONTRACTOR shall provide services in the client's preferred language (Spanish and English). Friends or family members will not be expected to translate.
8. CONTRACTOR shall assist approximately 100 clients per fiscal year in obtaining a Live Scan and sharing the information with the Monterey County Public Defender's office and other Proposition 47 providers for the purposes of facilitating the reclassification process. CONTRACTOR shall have release of information forms signed by clients prior to initiation of Live Scan.
9. CONTRACTORS Lead Coordinator shall be responsible for but not limited to the following:
 - Oversee assigned daily program operations for Prop 47 South County grant
 - Coordinate, monitor and/or supervise the activities of assigned staff, interns and volunteers
 - Provide administrative support in the development and implementation of program
 - Ensure successful delivery of outcomes and services
 - Provide logistical support to Proposition 47 in South Monterey County

- Carry out internal communications and protocols with a focus on social media, marketing pertaining to outreach efforts for Proposition 47 in South Monterey County
- Actively participate in key program areas that align with the efforts on Proposition 47 in Monterey County and the State
- Lead MILPA's efforts related to Prop 47 implementation, including but not limited to: trainings, outreach and record change clinics; partnership with community organizations; strengthening government and community relations aimed at effectively implementing the law and raising awareness about Prop 47 benefits

V. POPULATION/CATCHMENT AREA TO BE SERVED

All eligible Adults, who reside in Monterey County. For the purpose of this contract eligibility is defined as any adult who:

1. Has been arrested, charged with, or convicted with a criminal offense AND
2. Reports a history or current mental health and/or SUD disorders. More specifically defined as:
 - a. Is currently receiving treatment for a mental health or substance use disorder.
 - b. Reports a history of receiving treatment for a mental health or substance use disorder
 - c. Identifies self as having a mental health or substance use disorder

VI. FINANCIAL ELIGIBILITY

All Monterey County eligible adults may receive services regardless of ability to pay or Medi-Cal eligibility.

VII. SERVICE DELIVERY SITE

Service Delivery Sites in South County:

1. King City Clinic
 250 Franciscan Way, #A
 King City, CA 93930
 (831) 385-8325
2. Gonzales Clinic
 411 Center Street
 Gonzales, CA 93926
 (831) 422-8852

Hours of Operation

The King City Office will provide services 8 hours per week as scheduled, Monday – Friday from 8:00 a.m. to 5:00 p.m.

The Gonzales Office will provide services 8 hours per week as scheduled, Monday – Friday from 8:00 a.m. to 5:00 p.m.

Services will be made available at the convenience of the client, including weekends as needed. Staff may be unavailable during office hours. Clients will be asked to contact the King City and/or Gonzales Offices to schedule an appointment with the MILPA Representative in the South County location of their choosing.

IX. REPORTING REQUIREMENTS

Outcome Data Reporting

CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the BSCC.

Individual participant data will be collected and tracked for each participant from referral to discharge. Collected data shall reflect dates, services received, outcome of service delivery and related participant expenditures. Through AVATAR, all required data will be entered into the web-based software application. Users shall be responsible for maintaining confidentiality of their user license; accurately enter data on a daily to weekly basis and notify MCBHB Administrators of identifies issues related to access, data entry, or training needs.

X. Proposition 47 Project Access and Program Records Requirements

CONTRACTOR shall comply with the Board of State Community Corrections (BSCC) Project access and program records requirements including ensuring that the COUNTY and BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period. Access to program records will be made available by CONTRACTOR for a period of three (3) years following the end of the project period.

XI. MEETINGS/COMMUNICATIONS

The CONTRACT MONITOR and designated MCBHB staff shall convene at regularly scheduled meetings with CONTRACTOR on a weekly and quarterly basis, and other meetings as applicable. The purpose of these meetings shall be to monitor client progress and program outcomes; oversee contract implementation; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications.

CONTRACTOR shall also participate in regularly held Prop 47 Stakeholder meetings as required by the Bureau of State and Community Corrections (BSCC).
The CONTRACT MONITOR does not have the authority to authorize changes requiring a contract amendment.

XII. DESIGNATED CONTRACT MONITOR

Lucero Robles, MSW, LCSW
Deputy Director, Access and SUD Programs
<http://www.mtyhd.org/QI/>
(831) 796-1717

EXHIBIT A-2 PAYMENT PROVISIONS

I. PAYMENT PROVISIONS

PAYMENT TYPE

Negotiated Rate (NR)

II. PAYMENT RATES

MILPA SERVICES FY 2017-18	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Oversight and Coordination	178	\$24.04	\$ 4,291
Prop 47 Lead Coordinator	952	\$19.00	\$ 18,088
Prop 47 Assistant	125	\$16.00	\$ 2,000
Benefits Approximately 22%			\$ 5,369
Total Expenses			\$ 29,748
Indirect			\$ 3,569
Total Yearly Maximum Obligation			\$ 33,317

MILPA SERVICES FY 2018-19	Contracted UOS	Rate Per UOS	Total Yearly Amount
Oversight and Coordination	391 (hrs.)	\$24.04	\$ 9,405
Prop 47 Lead Coordinator	2080 (hrs)	\$19.00	\$ 39,520
Prop 47 Assistant	1300 (hrs)	\$16.00	\$ 20,800
Benefits Approximately 22%			\$ 14,449
Total Expenses (Personnel)			\$ 84,174
Live Scans (100 Persons)	100 Clients	\$75-\$90	\$ 9,000
Services and Supplies			\$ 1,000
Indirect			\$ 11,300
Total Yearly Maximum Obligation			\$ 105,474

MILPA SERVICES FY 2019-20	Contracted UOS (hrs/clients)	Rate Per UOS	Total Yearly Amount
Oversight and Coordination	60	\$24.04	\$ 1,442
Prop 47 Lead Coordinator	2,080	\$23.52	\$ 48,922
Prop 47 Assistant	1,300	\$16.00	\$ 20,800
Benefits Approximately 22%			\$ 15,656
Total Expenses (Personnel)			\$ 86,820
Live Scans	100 Clients	\$75-\$90	\$ 9,000
Services and Supplies			\$ 1,000
Indirect			\$ 11,618
Total Yearly Maximum Obligation			\$ 108,438

MILPA SERVICES FY 2020-21	Contracted UOS (hrs/clients)	Rate Per UOS	Total Yearly Amount
Prop 47 Lead Coordinator	2,080	\$23.52	\$ 48,922
Prop 47 Assistant	1,300	\$16.00	\$ 20,800
Benefits Approximately 22%			\$ 15,339
Total Expenses			\$ 85,061
Live Scans	100 Clients	\$75-\$90	\$ 9,000
Services and Supplies			\$ 1,000
Indirect			\$ 11,406
Total Yearly Maximum Obligation			\$ 106,467

MILPA SERVICES FY 2021-22 (July 1, 2021-September 30, 2021)	Contracted UOS (hrs/clients)	Rate Per UOS	Total Yearly Amount
Prop 47 Lead Coordinator	520	\$23.52	\$ 12,230
Prop 47 Assistant	325	\$16.00	\$ 5,200
Benefits Approximately 22%			\$ 3,835
Total Expenses			\$ 21,265
Live Scans	25 Clients	\$75-\$90	\$ 2,250
Services and Supplies			\$ 250
Indirect			\$ 2,851
Total Yearly Maximum Obligation			\$ 26,616

III. 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 as provided to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month 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 a 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 :

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.

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 \$380,312 for services rendered under this Agreement.

B. Maximum Annual Liability:

MILPA SERVICES	FISCAL YEAR PERIOD	Total Yearly Amount
	FY 2017-18	\$ 33,317
	FY 2018-19	\$ 105,474
	FY 2019-20	\$ 108,438
	FY 2020-21	\$ 106,467
	FY 2021-22	\$ 26,616
Total Maximum Contract Obligation		\$ 380,312

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

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.

VI. 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.

VII. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey or Proposition 47 Project Director 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."