

AMENDMENT NO. 2 TO BEHAVIORAL HEALTH SERVICES CONTRACT

This Amendment No. 2 to the Behavioral Health Services Contract No. A-10552 is made and entered into by and between the **County of Monterey**, hereinafter referred to as COUNTY, and **Family Service Agency of the Central Coast**, hereinafter referred to as CONTRACTOR.

This Amendment No. 2 modifies the Behavioral Health Services Contract as specified below.

1. Section III, TERM OF AGREEMENT, A. Duration is amended to read: This Agreement shall be in full force and effect commencing on July 1, 2006 and ending on June 30, 2011, unless terminated pursuant to the terms of this Agreement.
2. EXHIBIT B-2 replaces EXHIBITS B-1 & B. All references in the Agreement to EXHIBITS B-1 and B shall be construed to refer to EXHIBIT B-2.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 to Agreement A-10552 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: *Stacy Sautter*
Deputy County Counsel

Date: 6/21/10

Approved as to Fiscal Provisions²

By: *[Signature]*
Auditor/Controller

Date: 6/22/10

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

County Board of Supervisors' Agreement Number: A-10552

CONTRACTOR

Family Service Agency of the Central Coast

Contractor's Business Name*

By: *R. Kent Rice*
(Signature of Chair, President, or Vice-President)*

Kent Rice President
Name and Title

Date: 7-8-10

By: *Jan Beantz*
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Jan Beantz Secretary
Name and Title

Date: 7/9/10

*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 paragraph 8 or 9

**EXHIBIT B-2:
PAYMENT PROVISIONS**

PAYMENT TYPE

Fixed Rate.

I. PAYMENT CONDITIONS

- A In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as may be required by the County of Monterey, Department of Health, Behavioral Health Division. Specifically, CONTRACTOR shall submit its claims on a form acceptable to COUNTY so as to reach the Behavioral Health Division no later than the 30th day of the month following the quarter of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services.
- B CONTRACTOR shall provide quarterly reporting on program outcomes, to include the Measures as included on the "Logic Model" developed for this program. The quarterly Progress Report is to be submitted with the quarterly invoice.
- C CONTRACTOR will submit a quarterly invoice and progress report for services rendered to:
Monterey County Health
Behavioral Health Division
1270 Natividad Road
Salinas, Ca. 93906
Attn: Accounts Payable
- D If CONTRACTOR fails to submit claims for services provided under the term of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that quarter of service and disallow the invoice.
- E COUNTY shall review and certify CONTRACTOR's invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified invoice to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) 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) 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.

VII. QUARTERLY PAYMENT SCHEDULE

Period of Payment	Quarterly Invoice Amount
FY 2006-07: July 1, 2006 through June 30, 2007	\$ 12,500
FY 2007-08: July 1, 2007 through June 30, 2008	\$ 12,500
FY 2008-09: July 1, 2008 through December 30, 2008	\$ 12,500
FY 2008-09: January 1, 2009 through June 30, 2009	\$ 35,750
FY 2009-10: July 1, 2009 through June 30, 2010	\$ 34,250
FY 2010-11: July 1, 2010 through June 30, 2011	\$ 34,250

VIII. 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 \$470,500 for services rendered under this Agreement.

B Maximum Annual Liability:

FISCAL YEAR	FUNDING SOURCE	AMOUNT
July 1, 2006 – June 30, 2007	County General Fund	\$ 50,000
July 1, 2007 – June 30, 2008	County General Fund	\$ 50,000
July 1, 2008 – June 30, 2009	County General Fund	\$ 50,000
	Mental Health Services Act	\$ 46,500
July 1, 2009 – June 30, 2010	County General Fund	\$ 50,000
	Mental Health Services Act	\$ 87,000
July 1, 2010 – June 30, 2011	Mental Health Services Act	\$137,000
TOTAL AGREEMENT MAXIMUM LIABILITY		\$ 470,500

- C 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.