

**AMENDMENT NO. 1
TO STANDARD AGREEMENT A-13951
BETWEEN COUNTY OF MONTEREY AND
MATTHEW R. MOCK, PH.D.**

This **AMENDMENT NO. 1** to the County of Monterey Standard Agreement A-13951 is entered by and between Matthew R. Mock, Ph.D. (hereinafter referred to as "CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS, the COUNTY entered into a Standard Agreement with Matthew R. Mock, Ph.D. in the amount of \$22,000 for the term from June 1, 2018 to May 31, 2019 for Cultural Competence training and consultation services to the Monterey County Health Department Behavioral Health Bureau; and

WHEREAS, the COUNTY and CONTRACTOR hereby wish to amend the Standard Agreement to revise Section 2.0 Payment Provisions, Section 3.0 Term of Agreement, EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS to add \$7,000 for Cultural Competence training and consultation services, and revise EXHIBIT C: BEHAVIORAL HEALTH INVOICE FORM, accordingly, for a revised total Agreement amount of \$29,000 for the term from June 1, 2018 to June 30, 2020.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend Agreement A-13951 in the following manner:

1. Section 2.01 PAYMENT PROVISIONS shall be amended by removing "*The total amount payable by the County to CONTRACTOR under this Agreement is not to exceed the sum of \$22,000*" and replacing it with "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$29,000.*"
2. Section 3.01 TERM OF AGREEMENT shall be amended by removing "*The term of this Agreement is from June 1, 2018 to **May 31, 2019**, unless sooner terminated pursuant to the terms of this Agreement*" and replacing it with "*The term of this Agreement is from June 1, 2018 to **June 30, 2020**, unless sooner terminated pursuant to the terms of this Agreement*"
3. EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1 as attached to this Amendment No. 1 and incorporated herein.
4. EXHIBIT C-1: BEHAVIORAL HEALTH INVOICE FORM replaces EXHIBIT C: BEHAVIORAL HEALTH INVOICE FORM. All references in the Agreement to EXHIBIT C shall be construed to refer to EXHIBIT C-1 as attached to this Amendment No. 1 and incorporated herein.

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. This Amendment No. 1 shall be effective June 1, 2019.
7. A copy of this Amendment shall be attached to the original Agreement A-13951 executed by the County on June 25, 2018.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 1 to the AGREEMENT A-13951 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: Stacy Dietta
County Counsel

Date: 4/12/19

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 4/12/19

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

MATTHEW R. MOCK, Ph.D.

By: _____
Contractor's Business Name*

(Signature of Chair, President, or Vice-President)*

Matthew R. Mock, Ph.D.
Name and Title

Date: 4/11/19

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

Name and Title

Date: _____

County Board of Supervisors' Agreement Number: A-13951

*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.

EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS

**County of Monterey Standard Agreement
between
County of Monterey
Health Department Behavioral Health Bureau and
Matthew R. Mock, Ph.D., Consultant**

Exhibit A-1 shall be incorporated by reference as part of the Standard Agreement governing work to be performed under the above referenced AGREEMENT, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of the CONTRACTOR.

I. PURPOSE: To support the development of a culturally competent County of Monterey Behavioral Health Bureau (MCBH) workforce through trainings and consultation, on dates to be scheduled as requested by COUNTY, to Monterey County Health Department Behavioral Health Bureau staff.

II. PERIOD OF PERFORMANCE: Subject to other AGREEMENT provisions, the period of performance under this AGREEMENT will be from **June 1, 2018 to June 30, 2020.**

III. SCOPE OF WORK

A. PROGRAM GOALS AND OBJECTIVES: The CONTRACTOR shall provide a series of trainings and be available for consultation to support the ability of MCBH staff members to provide culturally competent services to the community and other County employees. CONTRACTOR's work includes the State of California focus of 1) Cultural Competence and Cultural Humility as well as 2) Culturally and Linguistically Appropriate Services (CLAS) Standards (Federal Office of Minority Health). Cultural competency includes the support of diversity, equity and inclusion. Cultural competency goes beyond the study of the values, beliefs and traditions of different populations (e.g., ethnic, race, gender, age) to also include taking an approach of cultural humility, sensitivity and curiosity toward others and their life experiences.

B. CONTRACTOR shall provide training services, and otherwise do all things necessary for, or incidental to, the performance of work, in that training shall enable participants, as set forth below, to:

1. Explain how cultural competence is not just "the right thing to do," but leads to more positive outcomes for all groups of individuals.
2. Identify examples of how racism, oppression, cultural conflict, prejudice, biases, and wrong assumptions can create divisions.
3. Listen actively and respectfully to values, beliefs, traditions and experiences different from their own.
4. Identify biases they hold toward groups different than their own.

5. Develop strategies to support diversity, equity and inclusion in the programs they work in.

IV. DESIGNATED CONTRACT MONITOR:

Jill Walker
 Behavioral Health Services Manager II
 Monterey County Health Department Behavioral Health Bureau
 1611 Bunker Hill Way, Salinas CA 93906
 (831) 796-1271

V. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **\$29,000** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

DESCRIPTION OF SERVICES	ALL-INCLUSIVE RATE OF SERVICE	CONTRACT AMOUNT
Cultural Competency Training Up to ten (10) full-days Full-Day = 6 – 8 hours of training Half Day = 3 – 4 hours of training <i>Training dates to be determined.</i>	\$2,500 \$1,500	\$25,000
Cultural Competency Consultation Up to twenty (20) hours Unit = 1 hour <i>Consultation dates to be determined.</i>	\$200	\$4,000
Total County Obligation		\$29,000

- B.** There shall be no travel reimbursement allowed during this Agreement.
- C.** To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the County of Monterey's Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C-1 – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the 30th day of the month following the month of service.
- D.** CONTRACTOR shall submit via email a claim using Exhibit C-1 – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:
MCHDBHFinance@co.monterey.ca.us

VI. CONTRACTORS BILLING PROCEDURES

- A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- B. 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 promptly submit such Invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.
- C. 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. 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 not to exceed **\$29,000** for services rendered under this Agreement for the period of **June 1, 2018 to June 30, 2020**.
- B. Maximum Liability Amount:

TERM	AMOUNT
June 1, 2018 to June 30, 2020	\$29,000
MAXIMUM COUNTY OBLIGATION	\$29,000

EXHIBIT C-1

Monterey County Behavioral Health - Invoice Form

Contractor : Matthew R. Mock, Ph.D. **Invoice Number :** _____

Address Line 1 2714 Telegraph Ave #3 **County PO No.:** _____

Address Line 2 Berkeley, CA 94705

Tel. No.: 510-734-1806 **Invoice Period :** _____

Fax No.: _____

Contract Term: June 1, 2018 - June 30, 2020 **Final Invoice :** **(Check if Yes)**

BH Division : Behavioral Health **BH Control Number** _____

Service Description	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
1 Up to 10 days of Cultural Competency training as requested by County @ \$2,500 per training day	\$25,000				
2 Up to 20 hours of Cultural Competency consultation @ \$200 per consultation hour	\$4,000				
TOTALS	\$29,000.00				

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 approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ **Date:** _____

Title: _____ **Telephone:** _____

Email to: MCHDBHEFinance@ce.monterey.ca.us

_____ **Behavioral Health Authorization for Payment**

_____ **Authorized Signatory** _____ **Date** _____