

**AMENDMENT NO. 2 TO AGREEMENT A-12069
COUNTY OF MONTEREY & THE VILLAGE PROJECT, INC.**

THIS AMENDMENT is made to the AGREEMENT A-12069 for mental health outreach and counseling to African American community members and their families by and between **THE VILLAGE PROJECT, INC.** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to increase the total amount of the AGREEMENT and to revise the Program Description and Payment Provisions;

WHEREAS, the County and CONTRACTOR amended the AGREEMENT previously on September 1, 2011 via Amendment No. 1;

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

1. EXHIBIT A PROGRAM DESCRIPTION is replaced by EXHIBIT A-2 PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-2.
2. EXHIBIT B PAYMENT PROVISIONS is replaced by EXHIBIT B-2 PAYMENT AND BILLING PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-2.
3. EXHIBIT G INVOICE FORM is replaced by EXHIBIT G-1 INVOICE FORM. All references in the Agreement to EXHIBIT G shall be construed to refer to EXHIBIT G-1.
4. This Amendment is effective April 1, 2013.
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 AMENDMENT shall be attached to the original AGREEMENT executed by the County on August 23, 2011.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 2 to Agreement A-12069 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Manager

Date: _____

By: _____
Department Head (if applicable)

Date: 6-4-13

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: _____
Deputy County Counsel

Date: 4/16/13

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: 4/17/13

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

THE VILLAGE PROJECT, INC.

By: _____
Contractor's Business Name*
Ann T. Jealous
(Signature of Chair, President, or Vice-President)*

Ann T. Jealous, Chair
Name and Title

Date: APRIL 3, 2013

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

Dinah Williams, Secretary
Name and Title

Date: April 3, 2013

*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 A-2:
PROGRAM DESCRIPTION**

I. IDENTIFICATION OF PROVIDER & PROGRAM NARRATIVE

The Village Project, Inc.
1069 Broadway, Suite 201
P. O. Box 127
Seaside, CA 93955

Program Narrative:

This program is a unique response to the critical need to provide African Americans with intervention strategies that address issues that impact individuals and families of color. The Village Project has become an integral part of the community and serves as a focal program where individuals and families can access a range of culturally competent mental health and supportive services. The Village Project utilizes licensed clinicians, social workers, counselors, as well as interns who have specific expertise and training in working with African Americans. The Village Project works in collaboration with other community based organizations providing mental health services to ensure that services are culturally competent. Referrals are made through the community, faith based organizations and schools.

For the AB 109 Program, referrals will be made by the Behavioral Health Forensic Team.

II. PROGRAM OBJECTIVES

In collaboration with the Monterey County Health Department, Behavioral Health Bureau (Monterey County Behavioral Health), The Village Project objectives are:

- A. To assist Monterey County African Americans in accessing and receiving culturally competent mental health services;
- B. To engage in the integration of services with community-based organizations and partner with other agencies to reduce/eliminate disparities that prevent the delivery of adequate and effective mental health treatment to African American individuals and/or their family members due to language, cultural and other barriers; and,
- C. To reduce the stigma and discrimination that is so often associated with being diagnosed with mental illness, or seeking mental health services.

III. SCOPE OF SERVICES

- A. Provide mental health outreach and counseling to at least forty (40) African American community members and their families on an annual basis;
- B. Provide community outreach and engagement services through presentations at schools and other locations with a particular focus on reaching the unserved/underserved African American community in Monterey County;
- C. Provide an after school program to support to children and youth in developing positive behaviors and increase their academic success;
- D. In partnership with community based resources, provide support to individuals who are returning to the workforce in an effort to provide family stability;

- E. Provide mental health counseling to individuals recently released from state prison who are returning to the community, providing individual and family/group counseling to address issues such as family reunification, substance abuse, employability, etc. to support individuals to avoid recidivism; and,
- F. Function in collaboration with Monterey County Behavioral Health and other partners.

IV. PROGRAM OUTCOMES

The Contractor will use the Logic Model for program progress tracking and reporting to the County. See the Logic Model on pages 4 and 5 of this Exhibit.

V. POPULATION OF FOCUS DESCRIPTION / CHARACTERISTICS

Contractor's population of focus is the unserved/underserved African American population of Monterey County in need of mental health services but who experience barriers to access or utilization within the public mental health care system. The population of focus is African American children, youth and adults, including those who reside in the most poverty impacted areas within the County. Contractor's focus population encompasses all ages including school age students at risk of school dropout and failure, single parents facing abuse and unemployment, senior members of the family facing homelessness and depression, and individuals recently released from State prison.

VI. TREATMENT SERVICES

A. Modes of Service, Service Function Codes and Contracted Units of Service

AB 109 SERVICES	MODE	SERVICE FUNCTION CODE	FY 2012-13 EST. UNITS	FY 2013-14 EST. UNITS
Case Management	15	01	156	624
Mental Health Services	15	45		
Collateral Services	15	45		

B. Service Delivery Sites:

The primary service delivery site is located at 1069 Broadway Avenue, Suite 201, Seaside, California. Services will also be provided in schools around the county, in private clinicians' offices, and in offices with other community based agencies, not to exceed twenty (20) hours/week at these satellite sites.

VII. REPORTING REQUIREMENTS

Contractor will meet regularly with the designated Behavioral Health Service Managers to monitor progress on client and program outcomes. Contractor will be required to report

outcomes data regularly to Monterey County Behavioral Health according to the parameters identified in the referenced Program Logic Model and requirements as set forth by the State and the County. Contractor will also submit monthly service logs with each monthly invoice. Monterey County Behavioral Health will provide to the Contractor the reporting requirements, forms and instructions as required by the State and the County.

VIII. DESIGNATED CONTRACT MONITORS

For MHSA-Funded Services:

Dana Edgull, LCSW

Behavioral Health Services Manager II

Monterey County Health Department

Behavioral Health Bureau

951-B Blanco Circle, Salinas, CA 93901

(831)796-6110;edgulldr@co.monterey.ca.us

For AB109-Funded Services:

Lynn Maddock, LCSW, J.D.

Behavioral Health Services Manager I

Monterey County Health Department

Behavioral Health Bureau

1441 Constitution Blvd,Bldg. 400, Suite 202, Salinas, CA 93906

(831) 796-1716; maddocklc@co.monterey.ca.us

Logic Model: The Village Project, Inc.

Problem, Objective, Goal, Strategies, & Activities	Measures	Data Source	When measured	Desired result
<p>Problem: Many Monterey County African Americans in need of mental health services, especially those who have incomes below 300% poverty level, experience access and cultural barriers to using the mental health care system.</p>				
	<p>Objective: Monterey County African Americans will have greater access to culturally competent mental health and collateral services.</p>			
<p>Focus Population: Monterey County unserved/underserved African Americans needing mental health services, including at-risk students, impoverished families, single parents experiencing domestic abuse and unemployment, seniors experiencing homelessness and depression, and individuals recently released from state prison.</p>				
<p>Goal: At least 40 African Americans will annually utilize services provided by The Village Project.</p>				
<p>Strategy #1: Provide outreach and engagement via presentations at schools and other community locations to provide information regarding the availability of mental health services for African American residents.</p>				
<p>Activities: Provide one-hour presentations to community groups. Provide activities in collaboration with: ■ Schools, faith based organizations, and other community agencies.</p>	<ul style="list-style-type: none"> ■ # of presentations in the four regions of Monterey County. 	<ul style="list-style-type: none"> • Presentation brief which includes: location of presentation, estimated number of attendees 	Biannually – Complete and submit reports by January 31 and July 30 of each year.	<p>By June 30, 2013:</p> <ul style="list-style-type: none"> ■ 1 presentation in North County, 1 presentation in South County, 1 presentation on the Monterey Peninsula, and 1 presentation in the City of Salinas.

Problem, Objective, Goal, Strategies, & Activities	Measures	Data Source	When measured	Desired result
<p>Strategy #2: Provide culturally appropriate mental health services and prevention services for African American individuals and their families in community-based locations.</p> <p>Activities:</p> <ul style="list-style-type: none"> a. Provide therapeutic sessions to African American individuals in need of mental health services and their family members b. Provide support to children and youth in an after school program c. Provide support to individuals who are returning to the workforce. d. Provide mental health counseling to individuals recently released from state prison who are returning to the community, providing individual and family/group counseling to address issues such as family reunification, substance abuse, employability, etc. , to support individuals to avoid recidivism 	<ul style="list-style-type: none"> a. # of African American individuals served b. # of children and youth served c. # of individuals served d. # of individuals served 	<ul style="list-style-type: none"> a. Program records b. Program records c. Program records d. Program records 	<p>Biannually – Complete and submit reports by January 31 and July 30 of each year.</p> <p>Client records entered into the AVATAR system.</p>	<p>By June 2013:</p> <ul style="list-style-type: none"> a. 40 new clients served b. 30-35 children/youth served c. 24 individuals served d. New clients referred by the BH Forensic Team will be served.

**EXHIBIT B-2:
PAYMENT AND BILLING PROVISIONS**

I. PAYMENT TYPE

Negotiated Rate and Provisional Rate up to the maximum contract amount.

II. PAYMENT RATES

A. Negotiated Rate Services (MHSA Funded Program)

AFRICAN AMERICAN COMMUNITY PARTNERSHIP/THE VILLAGE PROJECT FISCAL YEAR PERIOD	MONTHLY INVOICE MAXIMUM AMOUNT
FY 2011-12: July 1, 2011 thru June 30, 2012	\$18,000
FY 2012-13: July 1, 2012 thru June 30, 2013	\$18,750
FY 2012-13: July 1, 2013 thru June 30, 2014	\$19,500

B. Provisional Rate Services (AB 109 Funded Program)

SERVICE	MODE	SERVICE FUNCTION CODE	FY 2012-13 ESTIMATED UNITS/HOURS	RATE Per Unit of Service	FY 2012-13 ESTIMATED REVENUES
Case Management	15	01	156	\$61.00	\$9,516
Mental Health Services	15	45			
Collateral Services	15	45			
Total Annual Maximum Obligation of the County					\$9,516

SERVICE	MODE	SERVICE FUNCTION CODE	FY 2013-14 ESTIMATED UNITS/HOURS	RATE Per Unit of Service	FY 2013-14 ESTIMATED REVENUES
Case Management	15	01	624	\$63.00	\$39,312
Mental Health Services	15	45			
Collateral Services	15	45			
Total Annual Maximum Obligation of the County					\$39,312

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. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Allowances (CMA), which is based on the most recent State’s Schedule of Maximum Allowances (SMA) as established by the State’s Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY’S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B-2, Section II. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B-2, Section IV.

- B. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

- C. 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 the Invoice Form provided as Exhibit G-1, 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 for each cash flow advance payment. See Section II, above, for maximum monthly 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. In the event the back-up documentation does not fully justify the amount of the prior month's payment, COUNTY shall reconcile the subsequent month's Cash Flow Advance payment.

CONTRACTOR shall submit via email a monthly claim using Exhibit G-1, 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

- D. 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.
- E. 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.
- F. 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.
- G. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment

from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

H. 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 \$723,828 for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR	MAXIMUM PAYMENT AMOUNTS BY PROGRAM		MAXIMUM OBLIGATION OF THE COUNTY
2011-12	<i>FIXED RATE MHSA SERVICES</i>		\$216,000
2012-13	<i>PROVISIONAL RATE AB 109 SERVICES</i>	<i>FIXED RATE (1/12TH PAYMENTS) MHSA SERVICES</i>	\$234,516
	\$9,516	\$225,000	
2013-14	<i>PROVISIONAL RATE AB 109 SERVICES</i>	<i>FIXED RATE (1/12TH PAYMENTS) MHSA SERVICES</i>	\$273,312
	\$39,312	\$234,000	
TOTAL AGREEMENT MAXIMUM AMOUNT			\$723,828

- 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. 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 monthly 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 Budget provided in Exhibit H. Only the costs listed in Exhibit H 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 H, 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.
- E. 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, State adjudication of Medi-Cal claims, 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 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."

EXHIBIT G-1: Behavioral Health Invoice Form

Contractor : The Village Project, Inc.	Invoice Number : _____
Address Line 1 1069 Broadway Suite 201 Mailing: P.O. Box 127	County PO No.: _____
Address Line 2 Seaside, CA 93955	Invoice Period : _____
Tel. No.: 831-392-1500	Final Invoice : (Check if Yes) <input type="checkbox"/>
Fax No.: 831-392-1501	
Contract Term: July 1, 2011 - June 30, 2014	
BH Division : Mental Health Services	BH Control Number

Service Description	Rates of Payment -- FY 2012-13	Total Annual Amount FY 2012-13	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Community Partnership: African-American Counseling Services	Fixed Rate/Cash Flow Advance at \$18,750 oer month maximum for MHSA Funded Services	225,000.00			225,000.00	100%
AB 109 Services	Provisonal Rate Services at \$61.00 per hour	9,516.00			9,516.00	
TOTALS		234,516.00			234,516.00	

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: _____

Send to: MCHDBHFinance@co.monterey.ca.u

Behavioral Health Authorization for Payment	
Authorized Signatory _____	Date _____