

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 to the Professional Services Agreement is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and **United Way Monterey County**, 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 \$75,000.

2. Amend Paragraph 3, "TERM OF AGREEMENT" to read as follows: The term of this Agreement is from January 1, 2009 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 A-1 replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

4. All other terms and conditions of the Professional Services Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]
Contracts/Purchasing Manager

United Way Monterey County
Contractor's Business Name*

Date: 7-6-10

By: [Signature]
Department Head (if applicable)

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

Date: 6/17/2010

Approved as to Form¹

MARY L. ADAMS President & CEO
Name and Title

By: _____
County Counsel

Date: 6.25.2010

Date: _____

Approved as to Fiscal Provisions²
By: [Signature]
Auditor/Controller

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

Date: 6/30/10

SHARON LACANA, DIR. OF FINANCE/HR
Name and Title

Approved as to Liability Provisions³

Date: 6/24/10

By: _____
Risk Management

ENTERED
JUL 06 2010
CCC

Date: _____

Approved as to Content

By: [Signature]
Behavioral Health Director

Date: 9/29/10

¹ Approval by County Counsel is required only if changes are made to the standard provisions of the PSA

² Approval by Auditor/Controller is required

³ Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A-1:

SERVICE DESCRIPTION & PAYMENT PROVISIONS

A. SERVICE DESCRIPTION

I. IDENTIFICATION OF PROVIDER

United Way Monterey County
60 Garden Road, Suite 350
Monterey, CA 93940
(831) 372-8026

II. PROGRAM NARRATIVE

The 211 Service provides 24/7 assistance for residents seeking health and human services assistance and is a response to the enormity of input from community stakeholders expressing the need for increased access to essential services including mental health services, especially for unserved or underserved community residents. 2-1-1 is an easy-to-remember telephone number that connects people with important community services and volunteer opportunities. 2-1-1 provides callers with information about and referrals to human services for every day needs and in times of crisis.

The system provides multi-lingual services to Monterey County residents of all age and cultural groups. Marketing of the service includes specific outreach materials and strategies designed to reach Underserved and Unserved Cultural Populations.

III. PROGRAM GOALS

The goals of the 211 service is to offer information regarding the following types of services:

- a. Basic Human Needs Resource: food banks, clothing closets, shelters, rent assistance, utility assistance;
- b. Physical and Mental Health Resources: health insurance programs, Medi-Cal and Medicare, maternal health, Children's Health Insurance Program, medical information lines, crisis intervention services, support groups, counseling, drug and alcohol intervention and rehabilitation;
- c. Employment Supports: financial assistance, job training, transportation assistance, education programs;
- d. Support for Older Americans and Persons with Disabilities: adult day care, congregate meals, Meals on Wheels, respite care, home health care, transportation, homemaker services;
- e. Support for Children, Youth and Families: childcare, after school programs, Head Start, family resource centers, summer camps and recreation programs, mentoring, tutoring, protective services; and,
- f. Volunteer Opportunities and Donations.

IV. PERFORMANCE OUTCOME MEASURES & DATA COLLECTION ELEMENTS

- A. Number of phone calls per quarter.
- B. Demographic information of callers, in aggregate form

C. Reporting Frequency

The Contractor will use the Logic Model for program progress tracking and reporting to the County. See page 4 of this Exhibit A-1. The data that is required pursuant to this Agreement will be reported to the County of Monterey Health Department, Behavioral Health Division, on a quarterly basis and should accompany the quarterly claim.

V. CONTRACT MONITOR

Alica Hendricks
Mental Health Services Act Coordinator
Monterey County Health Department
Behavioral Health Division
1270 Natividad Road, Room 144
Salinas, CA 93906
(831) 796-1295

B. PAYMENT PROVISIONS

I. PAYMENT TYPE

Fixed Rate.

II. 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.

III. QUARTERLY PAYMENT SCHEDULE

Period of Payment	Quarterly Invoice Amount
FY 2008-09: January 1, 2009 through June 30, 2009	\$ 12,500
FY 2009-10: July 1, 2009 through June 30, 2010	\$ 6,250
FY 2010-11: July 1, 2010 through June 30, 2011	\$ 6,250

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 **\$75,000** for services rendered under this Agreement.

- B Maximum Annual Liability:

FISCAL YEAR	FUNDING SOURCE	AMOUNT
2008-2009	Mental Health Services Act	\$ 25,000
	Prevention & Early Intervention Funds	
2009-2010	Mental Health Services Act	\$ 25,000
	Prevention & Early Intervention Funds	
2010-11	Mental Health Services Act	\$ 25,000
	Prevention & Early Intervention Funds	
TOTAL AGREEMENT MAXIMUM LIABILITY		\$ 75,000

- 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.

Problem, Objective, Goal, Strategies, & Activities

Measures

Data Source

When measured

Desired result

Problem: The United Way Monterey County requires funding from community partners to maintain a 2-1-1 Service that will provide 24/7 assistance for residents seeking health and human services assistance.

Objectives: Participate with United Way Monterey County and other community partners in funding a 2-1-1 Service.

Focus Populations: Monterey County residents in need of assistance for health and human services.

Goal: Receive annual Behavioral Health Call Data describing the annual number and percentage of calls for behavioral health services. Data to include demographic variables (such as gender, age group, race/ethnicity, socio-economic status indicators) as available through the 2-1-1 Service evaluation plan.

Strategy: Provide quarterly funding to UWMC

Activities:

1. MCBH provides funding to UWMC for 2-1-1 Service
2. UWMC provides MCBH with quarterly reports indicating:
 - Number of calls by caller age group, gender, race/ethnicity, language spoken, zip code.
 - Number of calls by contact type, problem category, and problem subcategory.
 - Number of referrals made to each agency
 - Annual UWMC 2-1-1 report

- Timely receipt of quarterly reports in Microsoft Excel format

- 2-1-1 Call records

Quarterly

Referrals were provided to callers to help meet behavioral health service needs.