

**AMENDMENT No. 4 TO PROFESSIONAL SERVICES AGREEMENT A-12266
COUNTY OF MONTEREY AND UNITED WAY MONTEREY COUNTY**

THIS AMENDMENT is made to the Professional Services Agreement for the toll-free telephone referral system “2-1-1” connecting Monterey County residents with important services and volunteer opportunities, by and between **UNITED WAY MONTEREY COUNTY**, 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 extend the term for one additional fiscal year and increase the total maximum amount of the AGREEMENT.

WHEREAS, the County and CONTRACTOR amended the AGREEMENT previously on July 13, 2012 via Amendment No. 3, on July 11, 2011 via Amendment No. 2, and on July 13, 2011 via Amendment No. 1.

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

1. Paragraph 2, “PAYMENTS BY COUNTY” shall be amended by removing “*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000*” and replacing it with, “*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$150,000*”
2. Paragraph 3, “TERM OF AGREEMENT” shall be amended by removing “*The term of this Agreement is from January 1, 2009 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement*” and replacing it with “*The term of this Agreement is from January 1, 2009 to June 30, 2014, unless sooner terminated pursuant to the terms of this Agreement.*”
3. EXHIBIT A-4 replaces EXHIBITS A-3, A-3, A-1 and A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-4.
4. This Amendment is effective July 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 February 13, 2009.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 4 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Manager

Date: _____

By: _____
Department Head (if applicable)

Date: 7-15-13

Approved as to Form ¹

By: Stacy Swales
Deputy County Counsel

Date: 5/29/13

Approved as to Fiscal Provisions ²

By: [Signature]
Auditor/Controller

Date: 5-31-13

Approved as to Liability Provisions ³

By: _____
Risk Management

Date: _____

UNITED WAY MONTEREY COUNTY

Contractor's Business Name

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

Mary L. Adams, President and CEO

Name and Title

Date: May 3, 2013

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

Sharon Lagana, Chief Financial Officer

Name and Title

Date: May 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.

¹ Approval by County Counsel is required.

² Approval by Auditor/Controller is required.

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

**EXHIBIT A-4:
SERVICE DESCRIPTION**

A. SERVICE DESCRIPTION

I. IDENTIFICATION OF PROVIDER

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

II. PROGRAM NARRATIVE

The 2-1-1 Service provides 24/7 assistance for residents seeking health and human services 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 goal of the 2-1-1 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: 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;
- f. Volunteer Opportunities and Donations;

- g. During times of natural or manmade disasters or crisis, provide important authorized official information to the public and pass along to appropriate authorities feedback from the public; and,
- h. Available to serve as a “Go-to” phone number for county agencies.

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 data that is required pursuant to this Agreement will be reported to the County of Monterey Health Department, Behavioral Health Bureau (MCBH) on a quarterly basis and shall accompany the quarterly invoice. Contractor agrees to use the “Logic Model” for program progress tracking and reporting to the County. (See page 3 of this Exhibit A-4).

V. CONTRACT MONITOR

Alica Hendricks
Mental Health Services Act Coordinator
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Road
Salinas, CA 93906
(831) 796-1295
email: hendricksa@co.monterey.ca.us

LOGIC MODEL

Problem, Objective, Goal, Strategies, & Activities	Measures	Data Source	When measured	Desired result
<p>Problem: The United Way Monterey County (UWMC) requires funding from community partners to continue the provision of a 2-1-1 Service that provides 24/7 assistance for residents seeking health and human services assistance.</p>				
<p>Objectives: Participate with United Way Monterey County and other community partners in funding a 2-1-1 Service.</p>				
<p>Focus Population: Monterey County residents in need of assistance accessing health and human services.</p>				
<p>Goal: Provide annual 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.</p>				
<p>Strategy: Provide quarterly funding to UWMC.</p>				
<p>Activities:</p> <ol style="list-style-type: none"> 1. MCBH provides funding to UWMC for 2-1-1 Service 2. UWMC provides MCBH with quarterly reports indicating: <ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> ▪ Timely receipt of quarterly reports in Microsoft Excel format 	<ul style="list-style-type: none"> ▪ 2-1-1 Call records 	<p>Quarterly</p>	<p>Referrals are provided to callers to help meet behavioral health service needs.</p>

EXHIBIT A-4, continued
PAYMENT & BILLING PROVISIONS

B. PAYMENT & BILLING PROVISIONS

I. PAYMENT TYPE

Negotiated Rate up to the maximum contract amount.

II. PAYMENT RATE/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
FY 2011-12: July 1, 2011 through June 30, 2012	\$ 6,250
FY 2012-13: July 1, 2012 through June 30, 2013	\$ 6,250
FY 2013-14: July 1, 2013 through June 30, 2014	\$ 6,250

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.

- B. 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 D, to this Agreement, along with backup documentation, on a quarterly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the quarter 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 Exhibit D, 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

- C. 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.
- D. 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 quarter of service and disallow the claim.
- E. 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.
- 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 \$150,000 for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR	FUNDING SOURCE	AMOUNT
2008-2009	Mental Health Services Act (MHSA) Prevention & Early Intervention (PEI) Funds	\$ 25,000
2009-2010	MHSA PEI Funds	\$ 25,000
2010-11	MHSA PEI Funds	\$ 25,000
2011-12	MHSA PEI Funds	\$ 25,000
2012-13	MHSA PEI Funds	\$ 25,000
2013-14	MHSA PEI Funds	\$ 25,000
TOTAL AGREEMENT MAXIMUM LIABILITY		\$ 150,000

- 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 quarterly 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 E. Only the costs listed in Exhibit E 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 E, 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.

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."