

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ACTION COUNCIL OF MONTEREY COUNTY, INC.**

This **AMENDMENT NO. 1** to the County of Monterey Standard Agreement by and between Action Council of Monterey County, Inc. (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 CONTRACTOR in the amount of \$99,935 for the term from July 1, 2018 to June 30, 2020 to provide program implementation assistance 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 2.01 PAYMENT PROVISIONS, Section 3.0 TERM OF AGREEMENT, EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS, and EXHIBIT C: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM to add \$313,645 for the provision of additional program implementation assistance. This Amendment No. 1 revises the Agreement amount to a total of \$413,580 and extends the Agreement term for one (1) additional year for the new term of July 1, 2018 to June 30, 2021.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the Agreement 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 \$99,935.*" and replacing it with "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$413,580.*"
2. Section 3.01 TERM OF AGREEMENT shall be amended by removing "*The term of this Agreement is from July 1, 2018 to **June 30, 2020**, unless sooner terminated pursuant to the terms of this Agreement.*" and replacing it with "*The term of this Agreement is from July 1, 2018 to **June 30, 2021**, unless sooner terminated pursuant to the terms of this Agreement.*"
3. EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBIT A. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
4. EXHIBIT C-1: MONTEREY COUNTY BEHAVIORAL HEALTH – INVOICE FORM replaces EXHIBIT C. All references in the Agreement to EXHIBIT C shall be construed to refer to EXHIBIT C-1.
5. Except as provided herein, all remaining terms, conditions and provisions of this AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
6. This AMENDMENT NO. 1 shall be effective September 16, 2019.
7. A copy of this Amendment NO. 1 shall be attached to the original AGREEMENT executed on June 7, 2018.

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR execute this AMENDMENT NO. 1 to the AGREEMENT as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]
Contracts/Purchasing Officer

Date: 9-30-19

By: [Signature]
Department Head (if applicable)

Date: 09/23/19

By: _____

Approved as to Form¹

By: [Signature]
Deputy County Counsel

Date: 8/13/19

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 8/14/19

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Action Council of Monterey County, Inc.

By: Patricia L. Herro Pres.
Contractor's Business Name*
(Signature of Chair, President, or Vice-President)*

Patricia L. Herro
Name and Title

Date: 8/6/2019

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

Mars Lang Treasurer
Name and Title

Date: 8/6/2019

*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

I. IDENTIFICATION OF PROVIDER

Action Council of Monterey County, Inc.
295 Main Street, Suite 500
Salinas, CA 93901
Telephone: 831-783-1244
FAX: 831-783-1276
Larry Imwalle, Executive Director

II. PROGRAM NARRATIVE

CONTRACTOR, as requested by COUNTY, shall provide the following:

1. Planning and implementation support,
2. Community education management services,
3. Administration of contracts, inclusive of invoice processing and payments to pre-approved subcontractors who provide the following services:
 - a. training including venues and speakers for trainings/conference
 - b. social marketing,
 - c. behavioral health awareness activities,
 - d. educational events coordination,
 - e. language translation/interpretation,
 - f. childcare,
 - g. other County-approved professional services required for the execution of community events,
 - h. specialized services such as grant writing, data analysis, and organizational analysis, and
 - i. lease of equipment.

CONTRACTOR may provide above-referenced training itself in lieu of a subcontractor.

III. CONTRACT MONITOR

Amie Miller, MFT, Psy.D.
Behavioral Health Director
County of Monterey Health Department
1270 Natividad Road, Salinas, CA 93906
(831) 755-4509
or Designee

EXHIBIT A-1: (continued)
PAYMENT PROVISIONS

I. PAYMENT AND BILLING PROVISIONS

- A. COUNTY will authorize services performed and expenditures to be reimbursed under all categories as determined by funding availability, timelines, program requirements and implementation needs, and at a rate that is mutually agreed upon in advance of the provisions of services, provided the Agreement does not exceed the established maximum **\$413,580**.
- B. CONTRACTOR will also be reimbursed for actual costs associated with sub-contracting with pre-approved individuals as necessary provided the Agreement does not exceed the established maximum of **\$413,580**.
- C. All invoices for reimbursement by COUNTY to CONTRACTOR shall also include a fifteen percent (15%) administrative fee. The administrative fee is for performing and executing the responsibilities identified in this Agreement.
- D. CONTRACTOR shall submit to the COUNTY an invoice on a form acceptable to COUNTY no later than thirty (30) days after completion of services. The invoice shall set forth the amount claimed by CONTRACTOR for the previous period, together with an itemized basis for amounts claimed, and such other information pertinent to the invoice as the COUNTY may require. The Health Department shall certify the invoice; either in the requested amount or in such other amount as the COUNTY approves in conformity with this Agreement and shall promptly submit such invoice to the COUNTY Auditor-Controller. The Auditor-Controller shall pay the certified amount within thirty (30) days of receiving the certified invoice.
- E. The process for reimbursement of funds is outlined below. The CONTRACTOR will submit invoices to the COUNTY on a monthly basis. The COUNTY and CONTRACTOR will review and certify the invoices as outlined in Exhibit A, Scope of Services.
- F. CONTRACTOR shall submit via email a monthly claim (See Exhibit C: Monterey County Behavioral Health 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
- G. 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.

- H. 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.
- I. 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-Controller. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- J. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment.
- K. 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’S 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.

II. 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 **\$413,580** for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL TERM	FUNDING SOURCE*	AMOUNT	15% ADMIN FEE	MAXIMUM AMOUNT
July 1, 2018 to June 30, 2021	Mental Health Services Act	\$359,635	\$53,945	\$413,580
TOTAL MAXIMUM COUNTY OBLIGATION				\$413,580

*The County retains the right to adjust the funding source as may be required.

- 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.

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