

**AMENDMENT NO. 4  
TO MENTAL HEALTH SERVICES AGREEMENT NO. A-12566  
BETWEEN COUNTY OF MONTEREY AND  
ALLEN/LOEB ASSOCIATES**

This Amendment No. 4 to Standard Agreement No. A-12566 is made and entered into by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **Allen/Loeb Associates**, (hereinafter referred to as CONTRACTOR).

**WHEREAS**, the COUNTY entered into a Standard Agreement No. A-12566 with Allen/Loeb Associates in the amount of \$304,750 for the term of September 30, 2013 to June 30, 2016 for grant writing, evaluation and reporting services; and

**WHEREAS**, the COUNTY entered into Amendment No. 1 to the Standard Agreement No. A-12566 with Allen/Loeb Associates with revised Exhibit A-1, Part 2 for a revised total contract amount of \$313,150 for the term of September 30, 2013 to June 30, 2016 for grant writing, evaluation and reporting services; and

**WHEREAS**, the COUNTY entered into Amendment No. 2 to the Standard Agreement No. A-12566 with Allen/Loeb Associates with revised EXHIBIT A-2 – PART 2 PAYMENT PROVISIONS for a revised total contract amount of \$316,147 for the term of September 30, 2013 to June 30, 2016 for grant writing, evaluation and reporting services; and

**WHEREAS**, the COUNTY entered into Amendment No. 3 to the Standard Agreement No. A-12566 with Allen/Loeb Associates with revised EXHIBIT A-3—SCOPE OF SERVICES AND PAYMENT PROVISIONS and EXHIBIT A-3 – PART 2: PAYMENT PROVISIONS for a revised total contract amount of \$322,147 for the term of September 30, 2013 to June 30, 2016 for DWI Court Planning, Training and Evaluation Services; and

**WHEREAS**, the COUNTY requests Amendment No. 4 to the Standard Agreement No. A-12566 to add an additional 70 hours of research and evaluation services in the amount of \$7,000 for the DWI Court Planning and Training component in Fiscal Year 2014-15. This Amendment No. 4 increases the contract amount by \$7,000. The total revised contract amount is \$329,147 for FY 2013-14 through FY 2015-16.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend Agreement No. A-12566 as follows:

1. EXHIBIT A-4 – PART 2 PAYMENT PROVISIONS replaces EXHIBIT A-3 - PART 2 PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT A – PART 2 PAYMENT PROVISIONS shall be construed to refer to EXHIBIT A-4 – PART 2 PAYMENT PROVISIONS.
2. Except as provided herein, all remaining terms, conditions and provisions of Agreement No. A-12566 are unchanged and unaffected by this Amendment No. 4, and shall remain in full force and effect as set forth in the Agreement.

3. This Amendment No. 4 shall be effective January 15, 2015.
4. A copy of this Amendment No. 4 shall be attached to the original Agreement No. A-12566 executed by the County on September 24, 2013.

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

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 4 to Agreement A-12566 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: 1-29-15  
*Deandra Lewelling, MBA*  
Deputy Purchasing Agent  
County of Monterey

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

By: *Stacy Saell*  
County Counsel

Date: 1/26/15

Approved as to Fiscal Provisions<sup>2</sup>

By: *[Signature]*  
Auditor/Controller

Date: 1-29-15

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

ALLEN/LOEB ASSOCIATES  
Contractor's Business Name\*

By: *Peter Loeb*  
Signature of Chair, President, or Vice-President)\*

*Peter Loeb, Partner*  
Name and Title

Date: 1/9/15

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

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

\*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.

*P.R.*

<sup>1</sup> Approval by County Counsel is required.

<sup>2</sup> Approval by Auditor-Controller is required

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

## EXHIBIT A-4 – PART 2: PAYMENT PROVISIONS

### I. PAYMENT PROVISIONS

- PAYMENT TYPE
  - Negotiated Rate (NR)

### II. PAYMENT RATES

Program	Travel	Est. Hours	Rate @ Hour	Maximum Cost
<b>Fiscal Year 2013-14</b>				
SAMHSA/CSAT Juvenile Treatment Drug Courts Evaluation Services - *11-Month No-Cost Extension: 09/30/2013 - 06/30/2014	\$ -	405	\$90	\$36,450
SAMHSA/CSAT Adult Treatment Drug Courts Evaluation Services – 9-Month No-Cost Extension & 30-day Close-out: 09/30/2013 - 07/31/2014	\$ -	342	\$100	\$34,200
SAMHSA/CSAT Bienestar Evaluation Services	\$ -	480	\$125	\$60,000
Grant Preparation & Writing	\$ -	300	\$100	\$30,000
<b>FY 2013-14 Contract Amount</b>				<b>\$160,650</b>
<b>Fiscal Year 2014-15</b>				
SAMHSA/CSAT Juvenile Treatment Drug Courts Evaluation Services - *11-Month No-Cost Extension & 30-day Close-out: 07/01/2014 - 09/30/2014	\$2,997	90	\$90	\$11,097
SAMHSA/CSAT Adult Treatment Drug Courts Evaluation Services – No-Cost Extension & 30-day Close-out: 07/01/2014 – 10/29/2014	\$ -	84	\$100	\$8,400
SAMHSA/CSAT Bienestar Evaluation Services	\$ -	480	\$125	\$60,000
NHTSA – DWI Court Planning and Training Evaluation Services	\$2,000	110	\$100	\$13,000
Grant Preparation & Writing	\$ -	80	\$100	\$8,000
<b>FY 2014-15 Contract Amount</b>				<b>\$93,497</b>
<b>Fiscal Year 2015-16</b>				
SAMHSA/CSAT Bienestar Evaluation Services	\$ -	480	\$125	\$60,000
Grant Preparation & Writing	\$ -	80	\$100	\$8,000
<b>FY 2015-16 Contract Amount</b>				<b>\$68,000</b>
<b>MAXIMUM COUNTY OBLIGATION</b>				<b>\$329,147</b>

*Handwritten:*  
 P. 10  
 577  
 100,497

### III. PAYMENT CONDITIONS

- A. 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 Cost Reimbursement Invoice Form as provided 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 (30<sup>th</sup>) day of the month following the month 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 a Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

- B. 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.
- C. 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.
- D. 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.
- E. 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, or COUNTY may make corrective accounting transactions.

- 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 **\$329,147** for services rendered under this Agreement.

- B. Maximum Annual Liability:

GRANT PROGRAM DESCRIPTION	FISCAL YEAR LIABILITY			TOTAL MAXIMUM PER EACH PROGRAM LIABILITY
	FY 2013-14	FY 2014-15	FY 2015-16	
Juvenile Treatment Drug Court	\$36,450	\$11,097	\$0.00	\$47,547
Adult Treatment Drug Court	\$34,200	\$8,400	\$0.00	\$42,600
Bienestar	\$60,000	\$60,000	\$60,000	\$180,000
NHTSA – DWI Court	\$0.00	\$6,000	\$0.00	\$13,000
Grant Preparation & Writing	\$30,000	\$8,000	\$8,000	\$46,000
<b>COUNTY MAXIMUM OBLIGATION PER FY</b>	<b>\$160,650</b>	<b>\$93,497</b>	<b>\$68,000</b>	<b>\$329,147</b>

- 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**

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, 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."

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