

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICE AGREEMENT A-13555
BY AND BETWEEN
COUNTY OF MONTEREY AND
ACTION COUNCIL OF MONTEREY COUNTY**

This AMENDMENT NO. 1 to Agreement A-13555 is made by and between the County of Monterey, hereinafter referred to as "COUNTY," and **Action Council of Monterey County**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into Agreement A-13555 dated January 23, 2018; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement as specified below:

1. Add funding for Live Scans for Proposition 47 clients utilizing unspent FY 2017-18 Proposition 47 grant funding.
2. Add funding for Services and Supplies for Proposition 47 grant funded program utilizing unspent FY 2017-18 Proposition 47 grant funding.
3. Increase staff hours utilizing unspent FY 2017-18 Proposition 47 grant funding.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follow:

1. EXHIBIT A: SCOPE OF SERVICE AND PAYMENT PROVISIONS is replaced by EXHIBIT A-1: SCOPE OF SERVICE AND PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-13555 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
3. This Amendment increases the contract amount by \$5,995 for a new agreement amount of \$275,995.
4. This Amendment No. 1 is effective January 1, 2019.
5. A copy of this Amendment shall be attached to the original Agreement executed by the County on January 23, 2018.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Agreement A-13555 as of the date and year written below:

COUNTY OF MONTEREY

CONTRACTOR

By: Elsa M. Jimenez, Director of Health
Date: 03/26/2019

Contractor* _____
By: Larry Imwale, Executive Director
Date: 1/29/19

Approved as to Form
By: Stacy L. Saetta, Deputy County Counsel
Date: 2/15/19

By: _____
Date: 1/29/19
_____, CFO*

Approved as to Fiscal Provisions
By: Gary Giboney, Chief Deputy Auditor/Controller
Date: 2/15/19

Approved as to Liability Provisions
By: N/A
Date: _____
Les Girard, Risk Management

Approved as to Content
By: N/A
Date: _____
Amie Miller, Behavioral Health Director

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with 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 an officer 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 AND PAYMENT PROVISIONS

I. IDENTIFICATION OF PROVIDER

Motivating Individual Leadership for Public Advancement (MILPA)
339 Melody Lane
Salinas, CA 93901
(831) 676-3079

II. PROGRAM NARRATIVE

MILPA developed Proposition 47 implementation strategies focused on a grass root communal effort. The development of the implementation strategies addresses outreach, recruitment, employment and community awareness, while hiring, and building capacity of individuals that have been impacted by the system and those that benefited from Prop 47 reclassification.

MILPA works with the Monterey County Public Defender's office and assists with sentencing reclassification for the Proposition 47 population in Monterey County from felonies to misdemeanors for non-violent /non-sexual offenses. MILPA has developed an intake process system which streamlines the sentencing reclassification providing Proposition 47 clients the opportunity to participate in treatment services, job placement or educational opportunities which increases their chances of successful reintegration into society.

III. PROGRAM GOALS

MILPA Program goals are as follows:

To dispense reclassification services for Proposition 47 Adults;

To provide strategies for support, counseling, and advocacy;

To conduct various workshops that include outreach to populations that are traditionally underserved and misrepresented in South County; and

To train, build and prepare individuals that have been impacted by Prop 47 and have been formerly incarcerated to recruit and engage other residents towards Prop 47 reclassification.

IV. PROGRAM OBJECTIVES

1. CONTRACTOR shall receive up to 100 referrals for reclassification per Fiscal Year (FY)
2. CONTRACTOR shall successfully provide sentencing reclassification for 65-70 of the individuals referred per FY.

3. CONTRACTOR shall participate in at least 3 community events in South County per FY.
4. CONTRACTOR shall provide 6 workshops in South County per FY.
5. CONTRACTOR shall coordinate services with other service providers, including primary health care services and other health, legal or human service agencies involved in the services provided.
6. CONTRACTOR shall have the capacity (Spanish/English bilingual staff, training, organizational climate) to deliver services in a manner that is culturally competent and linguistically appropriate for diverse cultures in Monterey County. MILPA will use the AVATAR System to track and coordinate client services.
7. CONTRACTOR shall provide services in the client's preferred language (Spanish and English). Friends or family members will not be expected to translate.
8. CONTRACTOR shall assist approximately 100 clients per fiscal year in obtaining a Live Scan and sharing the information with the Monterey County Public Defender's office and other Proposition 47 providers for the purposes of facilitating the reclassification process. CONTRACTOR shall have release of information forms signed by clients prior to initiation of Live Scan.

V. POPULATION/CATCHMENT AREA TO BE SERVED

All eligible Proposition 47 Adults, who reside in Monterey County.

VI. FINANCIAL ELIGIBILITY

All Monterey County Proposition 47 adults may receive services regardless of ability to pay or Medi-Cal eligibility.

VII. SERVICE DELIVERY SITE

Service Delivery Sites in South County:

1. King City Clinic
250 Franciscan Way, #A
King City, CA 93930
(831) 385-8325
2. Gonzales Clinic
411 Center Street

Gonzales, CA 93926
(831) 422-8852

Hours of Operation

The King City Office will provide services 8 hours per week as scheduled, Monday – Friday from 8:00 a.m. to 5:00 p.m.

The Gonzales Office will provide services 8 hours per week as scheduled, Monday – Friday from 8:00 a.m. to 5:00 p.m.

Services will be made available at the convenience of the client, including weekends as needed. Staff may be unavailable during office hours. Clients will be asked to contact the King City and/or Gonzales Offices to schedule an appointment with the MILPA Representative in the South County location of their choosing.

IX. REPORTING REQUIREMENTS

Outcome Data Reporting

CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the BSCC.

Individual participant data will be collected and tracked for each participant from referral to discharge. Collected data shall reflect dates, services received, outcome of service delivery and related participant expenditures. Through AVATAR, all required data will be entered into the web-based software application. Users shall be responsible for maintaining confidentiality of their user license; accurately enter data on a daily to weekly basis, and notify MCBHB Administrators of identifies issues related to access, data entry, or training needs.

X. MEETINGS/COMMUNICATIONS

The CONTRACT MONITOR and designated MCBHB staff shall convene at regularly scheduled meetings with CONTRACTOR on a weekly and quarterly basis, and other meetings as applicable. The purpose of these meetings shall be to monitor client progress and program outcomes; oversee contract implementation; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications.

CONTRACTOR shall also participate in regularly held Prop 47 Stakeholder meetings as required by the Bureau of State and Community Corrections (BSCC).

The CONTRACT MONITOR does not have the authority to authorize changes requiring a contract amendment.

XI. DESIGNATED CONTRACT MONITOR

Amy Haynes, Psy. D.
Behavioral Health Services Manager-South County Clinics
Monterey County Behavioral Health Bureau
200 Broadway St., Suite 70
King City, CA 93930
Direct Number: 831-386-6834

EXHIBIT A-1 PAYMENT PROVISIONS

I. PAYMENT PROVISIONS

PAYMENT TYPE

Negotiated Rate (NR)

II. PAYMENT RATES

MILPA SERVICES FY 2017-18	Contracted UOS Per Hr.	Hourly Rate	Total Yearly Amount
Oversight and Coordination	178	\$24.04	\$ 4,291
Prop 47 Lead Coordinator	952	\$19.00	\$ 18,088
Prop 47 Assistant	125	\$16.00	\$ 2,000
Benefits Approximately 22%			\$ 5,369
Total Expenses			\$ 29,748
Indirect			\$ 3,569
Total Yearly Maximum Obligation			\$ 33,317

MILPA SERVICES FY 2018-19	Contracted UOS	Rate Per UOS	Total Yearly Amount
Oversight and Coordination	391 (hrs.)	\$24.04	\$ 9,405
Prop 47 Lead Coordinator	2080 (hrs)	\$19.00	\$ 39,520
Prop 47 Assistant	1300 (hrs)	\$16.00	\$ 20,800
Benefits Approximately 22%			\$ 14,449
Total Expenses (Personnel)			\$ 84,174
Live Scans (100 Persons)	100 Clients	\$75-\$90	\$ 9,000
Services and Supplies			\$ 1,000
Indirect			\$ 11,300
Total Yearly Maximum Obligation			\$ 105,474

MILPA SERVICES FY 2019-20	Contracted UOS	Rate Per UOS	Total Yearly Amount
Oversight and Coordination	391 (hrs)	\$24.04	\$ 9,405
Prop 47 Lead Coordinator	2080 (hrs)	\$19.00	\$ 39,520
Prop 47 Assistant	1300 (hrs)	\$16.00	\$ 20,800
Benefits Approximately 22%			\$ 14,449
Total Expenses (Personnel)			\$ 84,174
Live Scans	100 Clients	\$75-\$90	\$ 9,000
Services and Supplies			\$ 1,000
Indirect			\$ 11,300
Total Yearly Maximum Obligation			\$ 105,474

MILPA SERVICES FY 2020-21	Contracted UOS .	Rate Per UOS	Total Yearly Amount
Oversight and Coordination	130 (hrs.)	\$24.04	\$ 3,135
Prop 47 Lead Coordinator	693 (hrs.)	\$19.00	\$ 13,167
Prop 47 Assistant	433 (hrs.)	\$16.00	\$ 6,928
Benefits Approximately 22%			\$ 4,831
Total Expenses			\$ 28,061
Live Scans	25 Clients	\$75-\$90	\$ 2,250
Services and Supplies			\$ 275
Indirect			\$ 3,669
Total Yearly Maximum Obligation			\$ 31,730

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 (30th) 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

- 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 **\$275,995** for services rendered under this Agreement.

B. Maximum Annual Liability:

MILPA SERVICES	FISCAL YEAR PERIOD	Total Yearly Amount
	FY 2017-18	\$33,317
	FY 2018-19	\$105,474
	FY 2019-20	\$105,474
	FY 2020-21	\$31,730
Total Maximum Contract Obligation		\$275,995

- 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."