

**AMENDMENT NO. 2 TO MENTAL HEALTH SERVICES AGREEMENT A-12729
BY AND BETWEEN
COUNTY OF MONTEREY AND
THE VILLAGE PROJECT, INC.**

THIS AMENDMENT NO. 2 to AGREEMENT A-12729 is made by and between the County of Monterey, hereinafter referred to as “COUNTY,” and THE VILLAGE PROJECT, INC., hereinafter referred to as “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR entered into Mental Health Services Agreement A-12729 in the amount of \$356,244 for the term July 1, 2014 to June 30, 2015 for the provision of mental health outreach, engagement and counseling services to unserved/underserved Monterey County residents and their families.

WHEREAS, the COUNTY and CONTRACTOR entered into Amendment No. 1 to extend the term for one (1) additional year (July 1, 2014 to June 30, 2016) and revise the total maximum Agreement amount to \$726,736.

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to increase FY 2015-16 amount by \$149,001 for a revised total maximum Agreement of \$875,737.

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

1. EXHIBIT B-2 PAYMENT AND BILLING PROVISIONS replaces EXHIBIT B-1. All references in the Agreement to EXHIBIT B-1 shall be construed to refer to EXHIBIT B-2.
2. EXHIBIT G-2 COST REIMBURSEMENT INVOICE FORM replaces EXHIBIT G-1. All references in the Agreement to EXHIBIT G-1 shall be construed to refer to EXHIBIT G-2.
3. EXHIBIT H-2 REVENUE AND EXPENDITURE REPORT replaces EXHIBIT H-1. All references in the Agreement to EXHIBIT H-1 shall be construed to refer to EXHIBIT H-2.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
5. This Amendment is effective April 1, 2016.
6. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 24, 2014.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 to Agreement A-12729 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: [Signature]
Department Head (if applicable)

Date: 05/13/2016

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: [Signature]
County Council

Date: 4/11/2016

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 4-11-16

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

THE VILLAGE PROJECT, INC.

By: _____
Contractor's Business Name*
Laverne Baker Leyva, Chair
(Signature of Chair, President,
or Vice-President)*

Laverne Baker Leyva, Chair
Name and Title

Date: 4.4.2016

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

Princess Pope, Secretary
Name and Title

Date: April 4, 2016

*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 Council is required; if Agreement is \$100,000 and less approval by County Council is required only when modifications are made to any of the Agreement's standardized terms and conditions
² Approval by Auditor-Controller is required
³ Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT B-2: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPE

Negotiated Rate and Provisional Rate up to the maximum annual contract amount.

II. PAYMENT RATES

A. Cash Flow Advance Services (MHSA-Funded Program)

Service	Estimated Number of Individuals Served	FY 2014-15 Monthly Cash Flow Advance Maximum Amount	FY 2015-2016 Monthly Cash Flow Advance Maximum Amount	
			July 1, 2015 – March 31, 2016	April 1, 2016 – June 30, 2016
Outreach and Engagement	Four (4) presentations to community groups	\$26,280	\$27,331	\$76,998
Mental Health Counseling	40 - 50; (at least 50% new/previously unserved clients)		(July 1, 2015 – March 31, 2016)	(April 1, 2016 – June 30, 2016)
Annual Maximum County Obligation		\$315,360	\$476,973	

B. Provisional Rate Services (AB 109-Funded Program)

Service	Mode	SFC	FY 2014-15 Estimated Service Units/Hours	FY 2014-15 UOS Rate	FY 2014-15 Estimated Revenues	FY 2015-16 Estimated Service Units/Hours	FY 2015-16 UOS Rate	FY 2015-16 Estimated Revenues
Case Management	15	01	624	\$65.52	\$40,884	624	\$68.14	\$42,520
Mental Health Services	15	45						
Collateral Services	15	45						

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. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section II. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section IV.

- B. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

- C. 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 Cost Reimbursement Invoice Form provided as Exhibit G, 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 for each cash flow advance payment. See Section II, above, for maximum monthly 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. In the event the back-up documentation does not fully justify the amount of the prior month's payment, COUNTY shall reconcile the subsequent month's Cash Flow Advance payment.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, 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:

- D. 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.
- E. 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.
- F. 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.
- G. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- H. 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 \$875,737 for services rendered under this Agreement.

B. Maximum Annual Liability:

Fiscal Year	Cash Flow Advance (1/12th Payments) MHSA PEI Services	Provisional Rate AB 109 Services	Totals by FY
FY 2014-15	\$315,360	\$40,884	\$356,244
FY 2015-16	\$476,973	\$42,520	\$519,493
Total	\$792,333	\$83,404	
Total Agreement Maximum Amount			\$875,737

- 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 monthly 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 H. Only the costs listed in Exhibit H 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 H, 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.
- E. 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, State adjudication of Medi-Cal claims, 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.”

EXHIBIT G-2 Behavioral Health Cost Reimbursement Invoice

Contractor: The Village Project, Inc.
Address Line 1 1069 Broadway, Suites 201 & 202
Address Line 2 Mailing: P.O. Box 127, Seaside, CA 93955
Tel. No.:
Fax No.:
Contract Term: July 1, 2015 - June 30, 2016
BH Division: Mental Health Services

Invoice Number:
County PO No.:
Invoice Period:
Final Invoice: (Check if Yes)

BH Control Number

Service Description	Rates of Payment - FY 2015-16	Total Annual Contract Amount FY 2015-16	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remaining of Total Contract Amount
Community Partnership: African-American Counseling Services	Cash Flow Advance maximum amount per month for MHSA Funded Services \$27,331 for July 1, 2015 - March 31, 2016 \$76,998 for April 1, 2016 - June 30, 2016	\$476,973.00			\$476,973.00	100%
AB 109 Services	Provisional Rate Services: 624 UOS at \$68.14 per hour	\$42,520.00			\$42,520.00	100%
TOTALS		\$519,493.00			\$519,493.00	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____

Date: _____

Title: _____

Telephone: _____

Send to:
MCHDBHFinance@co.monterey.ca.us

Behavioral Health Authorization for Payment

Authorized Signatory _____ Date _____

EXHIBIT H-2: REVENUE AND EXPENDITURE REPORT

The Village Project, Inc. REVENUE AND EXPENDITURE SUMMARY For Monterey County – Behavioral Health

Program: MHSA Funded Counseling Services

		Approved Budget FY 2015-16	Modified Budget Request FY 2015-16	Variance
A. PROGRAM REVENUES				
Requested Monterey County Funds		\$ 327,974.40	476,974.40	149,000.00
Other Program Revenues				
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)				
B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.				
1 Program Expenditures				
2	Salaries and wages	\$183,542.80	251,280.10	67,737.30
3	Payroll taxes	\$10,354.00	25,966.00	15,612.00
4	Employee benefits	\$24,371.60	24,371.60	0
5	Workers Compensation	\$4,500.00	8,300.00	3,800.00
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
7	Temporary Staffing			
8	Flexible Client Spending (please provide supporting documents)			
9	Client Transportation Costs and staff mileage	\$600.00	\$4,100.00	\$3,500.00
10	Employee Travel and Conference	\$600.00	\$5,600.00	5,000.00
11	Staff Training	\$500.00	\$8,500.00	8,000.00
12	Communication Costs	\$8,000.00	\$16,000.00	8,000.00
13	Rent & Utilities	\$58,950.00	\$58,950.00	0
14	Cleaning and Janitorial	\$7,200.00	\$10,800.00	3600.00
15	Insurance and Indemnity	\$5,096.00	\$5,096.00	0
16	Maintenance and Repairs - Buildings	\$700.00	\$2,700.00	2000.00
17	Maintenance and Repairs - Equipment	\$560.00	\$2,010.70	1450.70
18	Printing and Publications	\$1,000.00	\$4,000.00	3,000.00
19	Memberships, Subscriptions and Dues	\$700.00	\$1,700.00	1,000.00
20	Office Supplies	\$3,500.00	\$6,500.00	3,000.00
21	Postage and Mailing	\$1,500.00	\$3,500.00	2,000.00
22	Legal Services (when required for the administration of the County Programs)			
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))	\$6,000.00	\$6,000.00	0

Monterey County Mental Health Services Agreement
The Village Project, Inc.
Amendment No. 2 to Agreement A-12729
July 1, 2014 – June 30, 2016

24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)	\$2,000.00	\$2,000.00	0
25	Rent and Leases - building and improvements			
26	Rent and Leases - equipment		\$1,000.00	\$1,000.00
27	Taxes and assessments	\$300.00	\$1,100.00	\$800.00
28	Interest in Bonds			
29	Interest in Other Long-term debts			
30	Other interest and finance charges			
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)	\$1,500.00	\$5,000.00	\$3,500.00
32	Miscellaneous - Office Furniture	\$6,500.00	\$22,500.00	\$16,000.00
33	Total Program Expenditures	\$327,974.40	\$476,974.40	\$149,000.00
34 Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.				
35	Salaries and wages (please include personnel and contract administration)			
36	Payroll taxes			
37	Employee benefits			
38	Workers Compensation			
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
40	Transportation, Travel, Training and Conferences			
41	Data Processing (Computers & Technology)			
42	Utilities (Telephone & Communications)			
43	Cleaning and Janitorial			
44	Insurance and Indemnity			
45	Maintenance and Repairs - Buildings			
46	Maintenance and Repairs - Equipment			
47	Memberships, Subscriptions and Dues			
48	Office Supplies			
49	Postage and Mailing			
50	Legal Services (when required for the administration of the County Programs)			
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)			
52	Rent and Leases - building and improvements			
53	Rent and Leases - equipment			
54	Taxes and assessments			
55	Interest in Bonds			
56	Interest in Other Long-term debts			

57	Other interest and finance charges			
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			
59	Miscellaneous (please provide details)			
60	Total Administrative Expenditures	-	-	-
61 Depreciation Expense				
62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.				
63 Total Allowable Program Expenditures		327,974.40	476,974.40	149,000.00

We hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Melvin M. M... 4-4-2016 *Monica Mapp* 4/4/16

Executive Director's Signature

Date

Preparer's Signature

Date

Supplemental Schedule of Salaries and Wages - Direct Services

TITLE OF POSITION, Hourly Rate or Monthly Salary
Executive Director/Clinical Director
Therapist
Therapist/Part-Time
Office Manager
Office Assistant/Part-time
Office Aide/Part- time
Total Salaries and Wages