AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
BEN BUNYI, MS, LMFT, LPCC

This Amendment No. 1 to the County of Monterey Standard Agreement by and between Ben Bunyi, MS, LMFT, LPCC (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 Ben Bunyi, MS, LMFT, LPCC in the amount of $30,550 for the term from February 1, 2018 to January 31, 2019 for Utilization Review and Consultant services to Monterey County Health Department/Behavioral Health Bureau; and

WHEREAS, the COUNTY and CONTRACTOR hereby request Amendment No. 1 to amend the Standard Agreement with revised EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS, EXHIBIT D-1 BEHAVIORAL HEALTH INVOICE FORM to add 254 billable hours for Utilization Review and Consultation services. This Amendment adds Exhibit E – Monterey County Behavioral Health Bureau Activity Log. The original Agreement amount is increased by $14,923 for a total revised Agreement amount of $45,473 for the term from February 1, 2018 to January 31, 2019.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Section 2.0 - PAYMENT PROVISIONS. 2.01 shall be revised and replaced to read as follows: County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $45,473.

2. Section 4.0 - SCOPE OF SERVICES AND ADDITIONAL PROVISIONS. 4.01 shall be revised and replaced to read as follows:
   Exhibit A Scope of Services/Payment Provisions
   Exhibit B Business Associate Agreement
   Exhibit C Standard Agreement – Insurance Modification
   Exhibit D Monterey County Behavioral Health – Invoice Form
   Exhibit E Monterey County Behavioral Health – Activity Log

3. EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS is replaced by EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1 as attached to this Amendment No. 1 and incorporated herein.

4. EXHIBIT D BEHAVIORAL HEALTH INVOICE FORM is replaced by EXHIBIT D-1 BEHAVIORAL HEALTH INVOICE FORM. All references in the Agreement to EXHIBIT D shall be construed to refer to EXHIBIT D-1 as attached to this Amendment No. 1 and incorporated herein.

5. EXHIBIT E BEHAVIORAL HEALTH ACTIVITY LOG is added. All references in the Agreement to EXHIBIT E as attached to this Amendment No. 1 shall be incorporated herein.

6. Except as provided herein, all remaining terms, conditions and provisions of Agreement are unchanged and unaffected by this Amendment No. 1, and shall remain in full force and effect.

7. This Amendment No. 1 shall be effective July 16, 2018.

8. A copy of this Amendment No. 1 shall be attached to the original Agreement.

Remaining of this page is left blank.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to the Standard Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: 6.29.18

By: _____
Department Head (if applicable)

Date: 07/03/2018

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form [1]

By: _____
Deputy County Counsel

Date: 6/28/18

Approved as to Fiscal Provisions[2]

By: _____
Auditor/Controller

Date: 6.27.18

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

BEN BUNYI, MS, LMFT, LPCC

Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

BEN BUNYI
INDIVIDUAL CONTRACTOR
Name and Title

Date: JUNE 19, 2018

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

BEN BUNYI
INDIVIDUAL CONTRACTOR
Name and Title

Date: JUNE 19, 2018

County Board of Supervisors' Agreement Number:

*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/PAYMENT PROVISIONS

County of Monterey Standard Agreement
between
County of Monterey
Health Department/Behavioral Health Bureau and
Ben Bunyi, MS, LMFT, LPCC

Exhibit A-1 shall be incorporated by reference as part of the Standard Agreement governing work to be performed under the above referenced AGREEMENT, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of the CONTRACTOR.

I. PURPOSE: To provide **Utilization Review** services, as requested by COUNTY, to Monterey County Health Department/Behavioral Health Bureau ("MCBH") to assist MCBH in complying with federal and state laws and regulations regarding the provision of public behavioral health services.

II. PERIOD OF PERFORMANCE: Subject to other AGREEMENT provisions, the period of performance under this AGREEMENT shall be from **February 1, 2018 to January 31, 2019.**

III. SCOPE OF WORK

A. PROGRAM GOALS AND OBJECTIVES: The CONTRACTOR shall provide Utilization Review ("UR") services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall provide Quality Improvement review of MCBH programs.
2. CONTRACTOR shall conduct UR of MCBH client Electronic Health Records ("EHR").
3. CONTRACTOR shall conduct UR of EHR utilizing principles and methodologies commonly accepted in the public behavioral health field.
4. CONTRACTOR shall submit a written summary report to MCBH of UR findings ("UR Report") on a recurring weekly basis during the term of this Agreement.
    a. CONTRACTOR shall write and format the UR Reports in accordance with current MCBH Quality Improvement ("QI") policies, procedures, and practices.
    b. CONTRACTOR shall submit the UR Reports to MCBH in digital Microsoft Word format via secure email access.
5. Upon written request by MCBH, CONTRACTOR shall provide consultation services to MCBH staff over the telephone or via secured email focused on addressing findings of UR Reports.

B. COUNTY Responsibilities:

1. MCBH shall provide CONTRACTOR secure, remote access to its' EHR system.

2. MCBH shall provide CONTRACTOR the minimum necessary level of access to the EHR needed to complete UR in accordance with commonly accepted principles and methodologies in public behavioral health.
3. MCBH shall provide CONTRACTOR secure email access to submit weekly UR reports to MCBH.

IV. DESIGNATED CONTRACT MONITOR:

Lucero Robles, MSW, LCSW
Behavioral Health Quality Improvement Services Manager
Monterey County Health Department/Behavioral Health Bureau
1611 Bunker Hill Way, Suite 120, Salinas, CA 93906
(831) 755-4545

V. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **$45,473** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

DESCRIPTION OF SERVICES	ESTIMATED UNITS	RATE OF SERVICE	CONTRACT AMOUNT
Utilization Review services of five (5) to seven (7) electronic health records & up to one (1)-hour of telephone/email consultation per week.	10 hours per week for 23 weeks for Period of: 2/1/18 to 7/15/18	$58.75	$13,513
Utilization Review of MCBH Programs and Client Electronic Health Records and **Consultation Services**	544 Hours for Period of: 7/16/18 to 1/31/19	$58.75	$31,960
	MAXIMUM OBLIGATION		**$45,473**

B. There shall be no travel reimbursement allowed during this Agreement.

C. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the County of Monterey's Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit D-1 – Monterey County Behavioral Health Invoice Form along with Exhibit E – Monterey County Behavioral Health Activity Log to COUNTY to reach the Behavioral Health Bureau no later than the 10th day of the month following the month of service.

D. CONTRACTOR shall submit via email a claim using Exhibit D-1 – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:
MCHDBHFinance@co.monterey.ca.us

OR via regular mail to:
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Road
Salinas, CA 93906
ATTN: Accounts Payable

VI. CONTRACTORS BILLING PROCEDURES

A. The COUNTY shall not pay any Invoices for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

B. COUNTY shall review and certify CONTRACTOR's Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall promptly submit such Invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.

C. 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) 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.

VII. 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 not to exceed **$45,473** for services rendered under this Agreement for the period from **February 1, 2018 to January 31, 2019**.

B. Maximum Liability Amount:

TERM	AMOUNT
February 1, 2018 to January 31, 2019	$45,473
MAXIMUM COUNTY OBLIGATION	$45,473

EXHIBIT D-1 — Monterey County Behavioral Health - Invoice Form

Contractor :	Ben Bunyi, MS, LMFT, LPCC
Address Line 1	1130 Fremont Blvd. Ste 105-125
Address Line 2	Seaside, CA 93956
Tel. No.:	858-361-1249
Fax No.:	none
Contract Term:	Feb 1, 2018 - Jan 31, 2019
BH Division :	Behavioral Health

Invoice Number :

County PO No.:

Invoice Period :

Final Invoice : (Check if Yes)

BH Control Number

	Service Description	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
1	Utiliziation Review at 10 hours per week & Consultation at 1 hour per week for up to 23 weeks at $58.75 per hour (Utilization Review & Consultation will be invoiced at $58.75/hour for actual hours): 2/1/18 to 7/15/18	$13,513				
2	Utiliziation Review & Consultation for 544 hours at $58.75 per hour (Utilization Review & Consultation will be invoiced at $58.75/hour for actual hours) for period of 7/16/18 to 1/31/19	$31,960				
TOTALS		**$45,473**				

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
	or Behavioral Health Accounting Office	
	1270 Natividad Road	
	Salinas, CA 93906	Authorized Signatory _____ Date _____

Ben Bunyi, MS, LMFT, LPCC, Consultant
1130 Fremont Blvd., Ste. 105-125
Seaside, CA 93955
858-361-1249

Exhibit E : Monterey County Behavioral Health Bureau
Activity Log
FY 2018-19

Activity Month: _____

Task #	Program Name	Activity: Decription of Service	Total Task Hours	Total Task Costs
1				$ -
2				$ -
3				$ -
4				$ -
5				$ -
6				$ -
7				$ -
8				$ -
9				$ -
10				$ -
11				$ -
12				$ -
13				$ -
14				$ -
15				$ -
16				$ -
17				$ -
18				$ -
19				$ -
20				$ -
		TOTAL INVOICE CLAIM:		**$ -**

Attach to MCBH Invoice

Submitted By: _____ **Date**_____
Ben Bunyi, MS, LMFT, LPCC, Consultant

Approved By: _____ **Date**_____
Lucero Robles, MSW, LCSW, Behavioral Health Quality Improvement Services Manager