

**AMENDMENT NO. 1  
TO STANDARD AGREEMENT BETWEEN  
COUNTY OF MONTEREY AND  
Community Human Services, a 501 (c)(3) non-profit corporation**

**THIS AMENDMENT NO. 1** to the Standard Agreement between the County of Monterey, Probation Department, a political subdivision of the State of California (hereinafter "County") and Community Human Services, a 501 (c)(3) non-profit corporation (hereinafter "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties"), and effective as of the last date written below.

**WHEREAS**, CONTRACTOR previously entered into a Standard Agreement with County on June 19, 2019 (hereinafter, "Agreement") to provide family counseling and treatment, and substance abuse prevention services for youth under Juvenile Justice Crime Prevention Act (JJCPA) programs (hereinafter "services") through June 30, 2020, for an amount not to exceed \$97,200; and

**WHEREAS**, additional JJCPA funding has been approved to increase the number of youth served and the scope of work is being updated to include an additional 1.0 FTE Bilingual Program Counselor; and

**WHEREAS**, the Parties wish to amend the Agreement to increase the Agreement's amount by \$38,500, for a total not to exceed amount of \$135,700 and update the scope of work, to allow CONTRACTOR to continue to provide services identified in this Agreement and as amended by this Amendment No. 1.

**NOW THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$135,700.

2. Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions" delete "Exhibit A, Scope of Services/Payment Provisions" and add "Exhibit A-1, Scope of Services/Payment Provisions".
3. In all places within the Agreement, any reference to Exhibit A, Scope of Services/Payment Provisions is hereby replaced with Exhibit A- 1, Scope of Services/Payment Provisions.

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 which shall be effective as of the last date written below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_

Community Human Services, a 501  
(c)(3) non-profit corporation

\_\_\_\_\_  
Contracts/Purchasing Officer

\_\_\_\_\_  
Contractor's Business Name

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

By: \_\_\_\_\_

Robin McNamee  
(Signature of Chair, President or  
Vice President)

Its: \_\_\_\_\_

Robin McNamee, CEO  
(Print Name and Title)

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

12/13/19

**Approved as to Form and Legality  
Office of the County Counsel**

By: \_\_\_\_\_

Sharon Lagana  
(Signature of Secretary, Asst.  
Secretary, CFO, Treasurer or  
Assistant Treasurer)

Its: \_\_\_\_\_

SHARON LAGANA, CFO  
(Print Name and Title)

By: \_\_\_\_\_

AP  
Anne K. Brereton  
Deputy County Counsel

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

12-17-19

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

12/13/19

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_

BP Masu  
Auditor/Controller

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

12/17/19

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_

Risk Management

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

**EXHIBIT – A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS  
TO  
STANDARD AGREEMENT  
BETWEEN  
COUNTY OF MONTEREY  
and  
COMMUNITY HUMAN SERVICES, a 501(c)(3) non-profit corporation  
for implementation of the  
Juvenile Justice Crime Prevention Act (JJCPA)  
programs at the  
Silver Star Resource Center**

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

**A. SCOPE OF SERVICES**

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**In support of the Juvenile Justice Crime Prevention Act (JJCPA), provide the DAISY/Seven Challenges program, family counseling, treatment and substance abuse prevention services for clients at the Silver Star Resource Center or youth referred by schools, parents, and/or other local agencies.**

<b>Type of Services</b>	<p><b><u>Support Services</u></b> – Individual, group and family counseling and education for substance abuse.</p> <p>Individual Services include assessment, case planning, motivation, goal setting, drug refusal skills, building a support network, planning for emergencies, coping with relapse, problem solving, anger awareness and management, effective communication, coping with cravings and managing depression.</p> <p><b><u>Provide:</u></b> The DAISY program provides The Seven Challenges curriculum for adolescents with substance abuse issues.</p> <p><b><u>Group and Family Support Services</u></b> - provide parents with an understanding of substance abuse and gang affiliation.</p>
<b>Staff</b>	3 Full-time Bilingual (English/Spanish) Program Counselors
<b>Program Duration</b>	<p>The DAISY/Seven Challenges program will be provided a minimum of two (2) days a week.</p> <p>Individual and family counseling will be provided as determined by their individual case plan.</p>

<b>Service Area</b>	Monterey County
<b>Location of Services</b>	The DAISY/Seven Challenges program is an ongoing program located at the Silver Star Resource Center: 855 E. Laurel Drive, Building H, Salinas, CA.
<b>Number of Clients</b>	210 youth to be served
<b>Criteria for Eligibility</b>	Program participants are referred by staff at the Multi-Disciplinary Team (MDT) meetings for substance abuse issues.
<b>Program Descriptions</b>	<ul style="list-style-type: none"> <li>Youth will receive case management, support services, consisting of the Seven Challenges curriculum/journals for up to 12 weeks or the Brief Challenges for up to 6 weeks. The program is designed for adolescent substance abusing and substance dependent individuals to motivate decisions and commitments to change. Students complete a series of journals (7) to learn how to make wise decisions about alcohol and other drugs. The curriculum covers the following topics: <ul style="list-style-type: none"> <li>Open up: building trust and relationships</li> <li>Actively reflecting upon life and listening to supportive feedback</li> <li>Identifying and solving problems</li> <li>Learning new skills</li> <li>Setting goals and making decisions</li> <li>Making life changes</li> <li>Participating in structured activities</li> </ul> </li> </ul> <p>The Counselor will work closely with the youth to identify individual needs and goals.</p> <p>Youth will be referred to outside agencies for other essential services, e.g., job training, mental health counseling.</p>
<b>Outcomes Measure</b>	Class sign-in sheets and completion data will be provided to Probation staff at the SSRC on the 1 <sup>st</sup> of every month and with the monthly claim for payment.

**Community Human Services agrees:**

1. To provide three full-time (3.0 FTE) Program Counselors for a family treatment program that will work on-site or, as otherwise agreed upon, at the Silver Star Resource Center with the minors referred to or by that program.
2. To provide appropriate case management for any qualified, at-risk, informal or court-involved youths and their families.
3. To provide information and referrals to the minors and their families.

4. To collaborate as necessary with other agencies involved in the Silver Star Resource Center programs.
5. To maintain and provide on an on-going basis to Probation or to Probation's contracted designee, whatever records are necessary to determine the effectiveness and outcomes of CHS's participation in this project.
6. To provide full access to the manner and specifics of the expenditures of all allocated funds from the grant.
7. To attend collaborative meetings for the Silver Star Resource Center programs, when necessary.
8. To attend team meetings with school, Probation, or other relevant staff, when necessary.
9. Upon mutual agreement, to provide other services. Any services that significantly expand the scope of work or services must be mutually agreed upon in writing through an amendment.
10. To communicate regularly with Probation regarding case management and the operation of the program.

**Probation agrees:**

1. To provide up to a total of **\$135,700** in allocated funds to CHS, to be disbursed on a monthly basis for the salary and benefits of the 3.00 FTE Program Counselors assigned to the family treatment program, supplies, and program materials upon presentation, and verification of receipts, time cards, or other proofs of expenditures.
2. To identify a Probation staff member to be the primary contact to the CHS employee.
3. To provide CHS with a list of the specific information needed for adequate record keeping and data gathering, including a release of information from all youth who are referred.
4. To include the goals and objectives of this program to the annual plan of the Probation Department and to keep Probation staff informed about, involved in, and committed to the services provided by CHS.
5. To maintain a referral criterion that incorporates program eligibility and suitability requirements.
6. To implement any court-ordered conditions of probation that requires participation and provides accountability.
7. To continue to integrate services including, but not limited to, drug counseling, family counseling, and anger awareness into the court-involved youth's service strategy.

8. To participate in and work to increase opportunities to collaborate with other providers to improve or expand services.
9. To communicate regularly with CHS regarding the operation of the program.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed **\$135,700** 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:

<u>Budget Line Item</u>	<u>Budget</u>
Counselor - Salary and Benefits	\$126,883
Program Officer, Supervisor	\$2,400
Indirect Costs @ 5%	\$6,417
<b>TOTAL</b>	<b>\$135,700</b>

**NOTE\*:** Contractors will charge eligible expenses as allocated by line item. However, funding could be reallocated between line items upon request and justification by the Contractor and written approval by Probation's Office of the Chief (or designee), providing that the total contract amount remains unchanged.

**NOTE:** All fees and costs stated herein shall include all applicable tax.

It is understood between the CONTRACTOR and County that JJCPA funding must be used prior to June 30, 2020, that this funding is subject to change upon passage of the 2019-2020 State Budget funding, and might not be renewed by the legislation; and that all expenditures of funds must adhere to the guidelines contained in that legislation. It is also understood that Probation bears oversight responsibility for administration of these funds and must monitor each participating agency's adherence to mandated guidelines. It is also understood between the parties that the funding for this contract is contingent upon and subject to the approval of the County of Monterey 2019-2020 Recommended Budget.

## **B.2 CONTRACTORS BILLING PROCEDURES**

CONTRACTOR shall submit a monthly claim for payment to Probation's finance department, with back-up documentation, including sign-in sheets of classes, no later than the 20th day following the month of service. Failure to submit reports will be deemed non-compliance with the grant terms and conditions and may cause reimbursement to be delayed or denied.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.