

**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.
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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:


Contracts/Purchasing Officer


Date:

1/27/2020

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

Contractor's Business Name

By:


(Signature of Chair, President or
Vice President)

Its:

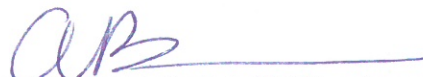
Robin McCreary, CEO
(Print Name and Title)

Date:

12/13/19

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

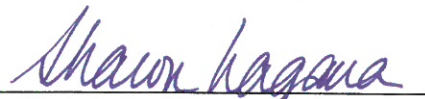
By:


Anne K. Brereton
Deputy County Counsel

Date:

12-17-19

By:


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

Its:

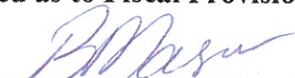
SHARON LAGANA, CFO
(Print Name and Title)

Date:

12/13/19

Approved as to Fiscal Provisions

By:


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.

Type of Services	<p><u>Support Services</u> – 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><u>Provide:</u> The DAISY program provides The Seven Challenges curriculum for adolescents with substance abuse issues.</p> <p><u>Group and Family Support Services</u> - provide parents with an understanding of substance abuse and gang affiliation.</p>
Staff	3 Full-time Bilingual (English/Spanish) Program Counselors
Program Duration	<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>

Service Area	Monterey County
Location of Services	The DAISY/Seven Challenges program is an ongoing program located at the Silver Star Resource Center: 855 E. Laurel Drive, Building H, Salinas, CA.
Number of Clients	210 youth to be served
Criteria for Eligibility	Program participants are referred by staff at the Multi-Disciplinary Team (MDT) meetings for substance abuse issues.
Program Descriptions	<ul style="list-style-type: none"> 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"> Open up: building trust and relationships Actively reflecting upon life and listening to supportive feedback Identifying and solving problems Learning new skills Setting goals and making decisions Making life changes Participating in structured activities <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>
Outcomes Measure	Class sign-in sheets and completion data will be provided to Probation staff at the SSRC on the 1 st 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
TOTAL	\$135,700

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.



CERTIFICATE OF LIABILITY INSURANCE

COMMU-2

OP ID: CO

DATE (MM/DD/YYYY)

12/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MVP Ins Agency - Coast 209 Pajaro St, Ste B Salinas, CA 93901 Steve Mahlum		CONTACT NAME: Steve Mahlum PHONE (A/C, No, Ext): 559-324-7333 FAX (A/C, No): 559-324-7336 E-MAIL ADDRESS: Steve@insurancemvp.com		
INSURED Community Human Services P.O. Box 3076 Monterey, CA 93942-3076		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: State Compensation Ins. Fund		35076
		INSURER B: Alliance of Non Profits Ins		10023
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		2019-02599-NPO	07/07/2019	07/07/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		2019-02599-NPO	07/07/2019	07/07/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			2019-02599-NPO	07/07/2019	07/07/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9078603	11/15/2019	11/15/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
B	Social Service Professional Liab.			2019-02599-NPO	07/07/2019	07/07/2020	AGGREGATE 3,000,000 PER OCCUR 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County of Monterey, its agents, officers & employees are named as Additional Insureds with respect to liability arising out of the contractor's work, including ongoing operations & shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the county & that the insurance of the Additional Insureds

CERTIFICATE HOLDER**CANCELLATION**

COUNTY2

County of Monterey
Contracts/Purchasing Division
168 West Alisal Street, 3rd Fl
Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE COUNTY2
INSURED'S NAME Community Human Services

COMMU-2
OP ID: CO

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Date 12/16/2019

shall not be called upon to contribute to a loss covered by the
contractor's insurance. Forms CG 20 26 07 04 and NIAC-A1 are attached.

POLICY NUMBER: 2019-02599
Named Insured: Community Human Services

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE
OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2019-02599-NPO

Schedule AI

NAME OF INSURED: Community Human Services

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**ADDITIONAL INSURED /
LOSS PAYEE**

Additional Insured - NIAC A1

County of Monterey, its Officers, Agents and Employees,
Contracts and Purchasing Department
168 W Alisal St, 3rd Fl.
Salinas, CA 93901

As respects vehicle(s): ALL

Additional Insured - CA2001

Cypress Coast Ford Lincoln
P.O. Box 70
Seaside, CA 93955

As respects vehicle(s): 6

COUNTERSIGNED: 7/5/2019

BY

A handwritten signature in black ink, appearing to read "Pamela C. Q.", written over a horizontal line.

(AUTHORIZED REPRESENTATIVE)