

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MONTGOMERY CONSULTING
FOR FISCAL YEARS 2017-2018 THROUGH 2018-2019**

This First Amendment to the Professional Services Agreement, dated September 13, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Montgomery Consulting, a California sole proprietorship, hereinafter referred to as "CONTRACTOR," is entered into this 28 day of August, 2018.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Administration, desired to retain a qualified professional to provide active and ongoing consulting services and technical assistance pertaining to the evaluation and implementation of the mental health and substance use disorder services provided by COUNTY in order to assure compliance with local, state and federal laws, regulations, standards, guidelines and best practices; and

WHEREAS, on September 13, 2017, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such consulting services and technical assistance; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement to extend the term thereof, increase the maximum amount payable thereunder, modify the scope of services set forth therein and establish clear guidelines regarding conflicts of interest.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Section 2 – Term of the Professional Services Agreement is hereby amended to read as follows:

2. TERM:

This Agreement shall begin on August 22, 2017 and shall remain in full force and effect until June 30, 2019, unless sooner terminated as provided herein.

2. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Hundred Eighty-Six Thousand Dollars (\$286,000.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder, or terminate this Agreement as provided herein.


B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.

- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.
- D. Hold Harmless. In the event COUNTY cannot, or will not, pay for services rendered by CONTRACTOR pursuant to the terms and conditions of this Agreement, CONTRACTOR shall hold harmless the State of California and Medi-Cal Beneficiaries.
3. The Professional Services Agreement is hereby amended to include Section 51 – Conflict of Interest as follows:
51. CONFLICT OF INTEREST:
- CONTRACTOR hereby covenants that it presently has no interest, and shall not acquire any interest, either direct or indirect, which would conflict in any manner or degree with the performance of the services to be provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further assures that no person having such an interest shall be employed to perform any of the services provided hereunder. In addition, CONTRACTOR shall complete, and submit to Director, a “Statement of Economic Interest” which discloses any and all mental health organizations and/or treatment facilities within the State of California in which CONTRACTOR has a financial interest in order to avoid the occurrence of any actual and/or potential conflicts of interest.
4. The Professional Services Agreement is hereby amended to delete Exhibit A – Scope of Services (“Exhibit A”), and replace it in its entirety with the modified version of Exhibit A that is attached hereto and incorporated herein by reference. The modified version of Exhibit A attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
5. The Professional Services Agreement is hereby amended to delete Exhibit B – Schedule of Rates (“Exhibit B”), and replace it in its entirety with the modified version of Exhibit B that is attached hereto and incorporated herein by reference. The modified version of Exhibit B attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
6. Except as modified herein, the Professional Services Agreement dated September 13, 2017 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

MONTGOMERY CONSULTING:

By: 
Name: Mark Montgomery
Title: CEO

Date: 8/9/18

COUNTY OF HUMBOLDT:

By: 
Ryan Sundberg, Chair
Humboldt County Board of Supervisors

Date: 8/28/18

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF EXHIBITS:

Exhibit A – Scope of Services
Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
Montgomery Consulting
For Fiscal Years 2017-2018 through 2018-2019

1. SERVICES:

CONTRACTOR hereby agrees to provide consultation services to assist COUNTY with the implementation of mental health and substance use disorder (behavioral health) services and responsibilities to assure compliance with local, state and federal laws, regulations, guidelines and best practices.

A. Basic Service Level. The parties hereto agree that the minimum level of consultation services provided pursuant to the terms and conditions of this Agreement shall comply with any and all applicable local, state and federal laws, regulations and requirements. The consultation services provided hereunder shall include, without limitation, all of the following:

1. Assessing COUNTY's behavioral health services in order to recommend strategies for system improvement. Assessment areas shall include, without limitation, all of the following:
 - a. Any and all adult mental health and system of care programs conducted by COUNTY, including, but not limited to, placement services, crisis response and outpatient treatment, including Full Service Partnership structure and service provision;
 - b. Any and all compliance and quality assurance activities conducted by COUNTY;
 - c. Any and all COUNTY policies, procedures, protocols and guidelines pertaining to the provision of mental health and/or substance use disorder services; and
 - d. Any and all other mutually agreed upon program or service assessment areas.
2. Developing recommendations regarding system improvements, efficiencies and modernizations.
3. Mentoring the Humboldt County Mental Health Director via phone, e-mail and/or on-site, as mutually agreed upon, up to forty (40) hours per week, as needed.
4. Developing strategies and management systems to:
 - a. Evaluate programs and measure service effectiveness;
 - b. Improve quality assurance activities related to specialty mental health service billing, behavioral staff productivity and appropriate leveling of care, including step down strategies;
 - c. Increase the continuum of care for client placements within Humboldt County ranging from supportive housing to crisis response services; and
 - d. Improve identified local, state and federal audit compliance.

5. Preparing a work plan to incorporate the findings of assessments, recommendations and a detailed timeline for implementation. The work plan prepared pursuant to the terms and conditions of this Agreement shall be reviewed and approved by COUNTY prior to finalization thereof.
- B. Project Development Services. CONTRACTOR shall work in conjunction with the Humboldt County Mental Health Director to collaboratively develop all assessments; recommendations, strategies and timelines required under the terms and conditions of this Agreement.
- C. Additional Services. CONTRACTOR shall attend monthly meetings with the Humboldt County Department of Health and Human Services Director at the mutually agreed upon times and dates included in the COUNTY approved work plan maintained by CONTRACTOR pursuant to the terms and conditions of this Agreement.

2. REPORTING REQUIREMENTS:

CONTRACTOR shall provide written and verbal status reports at each monthly meeting attended by CONTRACTOR and COUNTY personnel pursuant to the terms and conditions of this Agreement. All written and verbal reports shall be provided in accordance with the COUNTY-approved work plan maintained by CONTRACTOR pursuant to the terms and conditions of this Agreement.

3. COUNTY RESPONSIBILITIES:

COUNTY staff will meet with CONTRACTOR and work together to prioritize the services to be delivered pursuant to the terms and conditions of this Agreement. The Humboldt County Department of Health and Human Services Director shall provide regular direction, feedback and oversight to CONTRACTOR.

EXHIBIT B
SCHEDULE OF RATES
Montgomery Consulting
For Fiscal Years 2017-2018 through 2018-2019

A. Personnel Costs	
formula for salary calculations and any benefits should be clearly identified	
	Hourly
Title: Montgomery Consulting Hourly Rate of Pay or Salary Calculation: \$125.00 (Hourly Rate) Duties Description: Technical Assistance, consultation, training, program review, and leadership coaching. (Consulting Hours determined by Agency Director)	
Total Personnel Costs:	\$125.00 Hour
B. Operational Costs (Included in Hourly Rate)	
Item: Office Space Description: Home office exclusive to consulting business operations	0
Total Operational Costs:	\$0
C. Supplies (Included in Hourly Rate)	
Item: Office materials Description: Paper and other supplies (\$40.00 per month)	\$40.00 (per month)
Item: Office Equipment Description: Computer	0
Total Supplies:	
D. Other Costs (Included in Hourly Rate)	
Item: Business Operations Description: Accounting, subscriptions & dues, internet, postage	\$40.00 (per month)
Total Other Costs:	
Total hourly :	\$125.00 hourly
Not to exceed 2,288 hours for contract term	
Grand Total	\$286,000.00