

ORIGINAL

COUNTY OF MONTEREY

AMENDMENT # 1 to A-13608

VNA Community Services, Inc.

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and VNA Community Services, Inc. (hereinafter, "CONTRACTOR").

This amendment modifies the agreement for the provision of a Public Health Nurse for the CHERISH Receiving Center between the parties, executed on July 10, 2017 (hereinafter, "Original Agreement ") by **adding \$10,000, effective February 1, 2018, to accommodate the increased population using CHERISH, increasing the total contract amount to \$125,750.00.** Therefore, the parties agree:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Provide a Public Health Nurse for the CHERISH Receiving Center.

2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, 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 **\$125,750.00.**

3. Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS of the Original Agreement is amended to read as follows:

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit AA	Scope of Services/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit CC	Budget
Exhibit DD	Monthly Report of Expenditures
Exhibit E	Billing Summary/Client Report
Exhibit F	Child Abuse Reporting Certification
Exhibit G	HIPAA Certification
Exhibit H	Lobbying Certification

4. Sections 1.01, 1.03 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit DD**.

1.03 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, attached hereto as **Exhibit CC**. Only the costs listed in **Exhibit CC** 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 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

5. Exhibits A, C and D of the Original Agreement are rescinded, and replaced by Exhibits AA, CC and DD, attached.

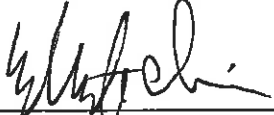
If there is any conflict or inconsistency between the provisions of the Original AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

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Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

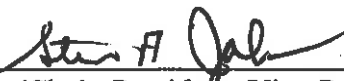
COUNTY OF MONTEREY:

By: 
Elliott Robinson, Director
Department of Social Services

Date: 2/5/18

CONTRACTOR:

VNA Community Services, Inc.

By: 
(Chair, President, Vice-President)

Pres / CEO

Date: 1/16/18

Approved as to Form:


Deputy County Counsel

Date: 1-24-18

By: 
(Secretary, CFO, Treasurer)

CFO Kimberley Marler
(Print Name & Title)

Date: 1/17/18

Approved as to Fiscal Provisions:


Auditor-Controller's Office

Date: 1/20/18

SCOPE OF SERVICES/PAYMENT PROVISIONS

**VNA Community Services, Inc.
July 1, 2017 to June 30, 2018**

I. CONTACT INFORMATION

CONTRACTOR Name: VNA Community Services, Inc.

**Mailing Address: P.O. Box 2480
Monterey, CA 93942**

**Contact Person: Andrea Zoodsma
Phone (831) 372-6668 Fax (831) 648-4205**

**County Contract Monitor: Daniel Bach
Management Analyst III
Family and Children's Services
1000 S. Main Street, Ste. 205
Salinas, CA 93901
(831) 796-3525 Fax (831) 784-2123**

II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide a Public Health Nurse for children at the CHERISH Receiving Center (RC) authorized by the COUNTY. COUNTY agrees to pay for said services in accordance with the schedule of fees, **Exhibit CC**, Budget.

CONTRACTOR shall provide nursing services under the terms and conditions of this Agreement and in accordance with any applicable requirements of federal, state, local rules and/or regulations.

CONTRACTOR shall render services only to clients authorized by the COUNTY. All nursing services are to be under the guidance of a physician medical director.

Services provided shall be paid for by COUNTY at the rate set forth by CONTRACTOR's schedule of fee, attached as **Exhibit CC**, Budget.

The nurse is on an on-call basis to screen and assess the health needs for children who are taken into protective custody and come to the Receiving Center to await placement in a foster home. Compensation shall be made for weekend standby for on-call hours.

For the purpose of this Agreement, Weekend On-Call shall be defined as starting Friday at 5:00 PM to Monday at 8:00 AM.

The nurse shall maintain sufficient office hours to complete the necessary forms and to provide recommendations and follow-up services to foster caregivers receiving new placements from the Receiving Center. The nurse will be available as a consultant/trainer to the Receiving Center staff, and to obtain medical information from biological parents when possible.

Nurse will review medical records for significant data to be entered into the child's Health and Education Passport, which will be provided to all the foster parents and relative caregivers where the child may be placed. In reviewing the medical reports, the nurse will contact the medical provider directly to clarify any questions that may arise. The nurse will work with the COUNTY Nursing staff to design follow-up support services to foster caregivers receiving children from the Receiving Center. The nurse, through scheduled office hours, will provide assistance and education to caregivers as it relates to child health needs and linkage to services. The nurse shall provide interim support to caregivers until they are linked to permanent support services for the children in their care, not to exceed four (4) weeks.

Nurse's activities include, but are not limited to:

- the development, implementation and management of health related service plans;
- referrals to other agencies and programs for the assessment, evaluation or treatment of health related needs;
- inter-agency coordination and liaison with health related providers and anticipatory guidance about the causes, prevention and remediation of health related needs;
- completing, updating and disseminating any paperwork or records necessary to the completion of these activities including maintenance of the Health and Education Notebook; and Efforts to Outcomes (ETO).
- receiving or providing health related training; and
- providing linkage, support and transition services to youth, foster caregivers and/or parents in relation to the health care needs of the children placed in their homes until the families are linked with the COUNTY/or Public Health service providers.

III. PAYMENT PROVISIONS

CONTRACTOR shall submit a monthly claim for payment no later than the 10th day following the month of service using the Monthly Report of Expenditures (**Exhibit DD**). The Billing Summary/Client Report (**Exhibit E**) must accompany the Monthly Report of Expenditures.

Exhibit AA

Any questions or changes must be communicated to CONTRACTOR by telephone within fourteen (14) days of invoice date.

County shall pay CONTRACTOR according to the terms set forth in Section 6 of this Agreement, PAYMENT CONDITIONS. COUNTY shall pay CONTRACTOR at the following rates:

\$97.00 per hour
(Units of service are rounded off to the nearest half hour after the minimum service)

On-Call \$10.00 per hour (63 Hour maximum for weekend on call coverage)
Number of hours billed shall be reduced based on actual hours worked.

Supplies purchased for the CHERISH Center through CONTRACTOR will be fully reimbursed only when purchases are pre-approved by the County and only to a maximum of \$3,000.

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred twenty-five thousand seven hundred and fifty dollars (\$125,750)** for the period July 1, 2017-June 30, 2018. Funding is subject to the availability of state appropriations and may be reduced upon service of a 30 day notice.

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**VNA
CHERISH RECEIVING CENTER
July 1, 2017-June 30, 2018
BUDGET**

Exhibit CC

CATEGORY	TOTAL CONTRACT FUNDS
Salaries/ On-call	\$122,750
Supplies	\$3,000
TOTAL	\$125,750

Services are billed at \$97.00 per hour. On-call \$10 per hour. (Units of service are rounded off to the nearest half hour after the minimum service).

Salaries/on-call shall not exceed **one hundred twenty-two thousand seven hundred fifty dollars (\$122,750)**. Invoices shall delineate number of service units provided by the VNA nurse.

Any DSS approved supplies purchased for the CHERISH Center through the VNA will be fully reimbursed up to Three Thousand Dollars (\$3,000). The VNA nurse shall submit a request to purchase supplies, with a narrative justification and cost estimate to the COUNTY analyst for approval. VNA shall not purchase any supplies without written approval of COUNTY analyst.

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred twenty-five thousand seven hundred fifty dollars (\$125,750)**.

CFDA 93.778 Program: Medical Assistance Program

Federal Grantor: Administration for Children and Families, Department of Health and Human Services

State Pass-Through: California Department of Social Services

VNA Community Services, Inc.
 CHERISH RECEIVING CENTER
 July 1, 2017 - June 30, 2018

MONTHLY REPORT OF EXPENDITURES

Name Of Agency: VNA Community Services, Inc. Invoice Number: _____

CATEGORY	TOTAL CONTRACT FUNDS	NUMBER OF SERVICE UNITS	ONCALL Hours	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT
Salaries/on-call	122,750					
Equipment/Supplies	3,000					
TOTAL	\$125,750					

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing form: _____

Authorized signature _____ Title _____

Date _____ Phone no.: () _____

Monterey County DSS Authorized Signature _____ Date _____