

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
SUN STREET CENTERS**

AMENDMENT NO. 1 is made to Agreement A-14442, by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **Sun Street Centers** (hereinafter referred to as "CONTRACTOR").

WHEREAS, on June 21, 2019, the COUNTY and CONTRACTOR entered into Agreement A-14311, for **case management**, transportation, and accompaniment of Whole Person Care ("WPC") enrollees to medical, mental health, social services, housing services, and meetings with housing providers and prospective landlords, in the amount of \$206,501.00 for the term July 1, 2019 through December 31, 2020; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend Agreement A-14442 to increase the total amount of the Agreement by an additional \$4,554.37 for a new agreement total of \$211,055.37, and to revise Exhibit A: Program Plan and Exhibit B: Budget and Maximum Obligation, increasing the rate of reimbursement,

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. **Section 2.0, "PAYMENT PROVISIONS"** shall be amended by removing "The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$206,501.00" **and replacing it with** "The total amount of this Agreement shall not exceed the sum of \$211,055.37."
2. **EXHIBIT A1: Program Plan** replaces **EXHIBIT A: Program Plan**. All references in the Agreement to **EXHIBIT A** shall be construed to refer to **EXHIBIT A1**.
3. **EXHIBIT C1: Budget and Maximum Obligation of the County** replaces **Exhibit C: Budget and Maximum Obligation of the County**. All references in the Agreement to **EXHIBIT C** shall be construed to refer to **EXHIBIT C1**.
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 is effective July 1, 2020.
6. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the COUNTY on June 21, 2019.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Sun Street Centers

Contractor's Business Name*

By: DocuSigned by:
Valerie Smith

(Signature of Chair, President, or Vice-President) *

valerie smith President

Name and Title

Date: 8/10/2020 | 8:52 AM PDT

Approved as to Form¹

By: DocuSigned by:
Stacy Saetta Deputy

County Counsel

Date: 8/10/2020 | 4:39 PM PDT

By: DocuSigned by:
Anna Foglia

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

Anna Foglia CEO

Name and Title

Date: 8/10/2020 | 9:06 AM PDT

Approved as to Fiscal Provisions²

By: DocuSigned by:
Gary Giboney Chief Deputy Auditor-Controller

Auditor/Controller

Date: 8/10/2020 | 5:04 PM PDT

Approved as to Liability Provisions³

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.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required
³Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

Exhibit A1: Program Plan

1. Program Name: Whole Person Care Access Specialist (WPCAS)

2. Program Description:

Address of Delivery Sites: Initiating at 1270 Natividad Road, Salinas, CA, 93906, and serving all of Monterey County

Program Schedule: Monday through Friday, 8:00 a.m. to 5:00 p.m.

Limitation of Service: Whole Person Care enrollees, as assigned

The purpose of WPC-AS is to assist persons experiencing homelessness by advocating for them and facilitating their access to pharmacies and medical, behavioral health, and/or Department of Social Services appointments, and other agencies and organizations that will further their efforts to achieve their goals for housing, health, and well-being. WPC enrollees are case managed by a network of health, behavioral health, social services, housing placement and supports, and other homeless services case managers, with MCHD Public Health Nurse Case Management Teams in the lead position.

The Whole Person Care (WPC) Pilot Program is authorized under California's Medi-Cal 2020 waiver to test locally-based initiatives that will coordinate physical health, behavioral health, and social services for vulnerable Medi-Cal beneficiaries who are high users of multiple systems and continue to have or are at risk of poor health outcomes. The WPC is in effect through December 31, 2020. The initial WPC focus population is high cost, high utilizers of hospital emergency department and inpatient services who are exclusively homeless/chronically homeless Medi-Cal recipients or Medi-Cal-eligible persons with no medical health home (including those released from jail) and having two or more of the following characteristics:

- diagnosed mental illness,
- diagnosed substance use disorder,
- two or more mental health unit admissions in the prior twelve months,
- two or more chronic health diagnoses,
- two or more emergency department visits within the prior twelve months,
- one or more hospital admissions within the prior twelve months, or
- two or more significant medications prescribed.

3. Program Goals

The WPCAS goals are to (1) work collaboratively and at the direction of WPC staff to facilitate the health and wellbeing of enrollees, (2) provide transportation and accompany WPC enrollees to health and social services appointments or other agencies and organizations as requested by WPC staff, (3) assist enrollees with the completion of applications and registrations to facilitate their access to housing, social service benefits, training, and employment.

3. Scope of Work

At the direction of the WPC Supervising Public Health Nurse, the WPCAS will **provide case management services to assigned enrollees and** support MCHD Public Health Case Management Teams by providing transportation and accompanying WPC enrollees to:

- Pharmacies and medical, behavioral health, and/or Department of Social Services appointments,

Sun Street Centers

Term: May 21, 2019-December 31, 2020

NTE: \$211,055.37

- Housing agencies such as Central Coast Center for Independent Living, Housing Resource Center, and the Housing Authority of Monterey County
- Banks or money order locations to withdraw funds
- Locations providing employment registration services such as the Monterey County Office for Employment Training, CalWORKS Employment Services, the Employment Development Department, and Goodwill Career Centers.

The WPCAS, having familiarity with characteristics of homeless people, will work with chronically homeless persons who are well-adapted to living outside of mainstream social norms. In their role of Access Specialist, the WPCAS will act as an advocate for the WPC enrollee to agencies, service providers, landlords, and other entities while guiding them in overcoming barriers to wellness, homelessness, and independent living. The WPCAS may be asked to assist WPC enrollees in completing rental application, housing discrimination, or eviction forms to facilitate their access to housing and homeless services. The WPCAS will not directly provide healthcare services or mandate the activities of the enrollees assigned to their aid.

The WPCAS will be asked to transport and accompany WPC enrollees to:

- Canvass areas with low income very low-income housing to identify posted rental opportunities,
- Locations in the pursuit of housing opportunities that may include submitting rental applications to landlords/property managers,
- Appointments at the Monterey County Housing Authority, CCCIL, Housing Resource Center, and other locations providing housing placement and support services.

The provision of WPCAS services, in support of the County's WPC Program, shall consist of contract management and communications, recruitment and hiring, payment processing, and the delivery of timely, quality services.

5. Tasks and Responsibilities

WPCAS will be engaged in services Monday through Friday, from approximately 8:00 am to 5:00 pm, for a total of 40 hours per week. WPCAS will attend daily WPC nurse case management team huddles at 1270 Natividad Road to receive assignments. WPCAS may be asked to contact enrollees by telephone to set up and/or confirm appointments and activities.

6. Reporting

CONTRACTOR will adhere to monthly reports using a reporting form provided by County that details the number of completed WPCAS encounters. Reports are due on or before 4 pm on the 10th of each month for the preceding month. If the date falls on the weekend, the report will be due on the following business day. Reports should accompany invoicing and receipts and may be submitted by email. A copy of all reports and invoices must be emailed to the County WPC manager.

CONTRACTOR will strictly adhere to all requirements set forth in the reporting form, including those relating to confidential and secure storage and transmission of Personally Identifiable Information (PII).

Exhibit C1: Budget and Maximum Obligation of the County

1. 12-month Budget and Expenditure Summary:

Sun Street Centers		
Whole Person Care - Access Specialist		
Budget Proposal		
Revenue	Amount	
Monterey County	\$ 137,666.59	
TOTAL REVENUE	137,666.59	
Expenses	Amount	Budget Justification
SALARIES & WAGES		
Program Director	6,674.72	Provides broad oversight of project. 10% of Program Director's salary. 10% x \$32.09/hour x 40 hrs/week x 52 weeks
Access/Case Management Specialist - Vacant	46,716.80	New hire required to carry out project. \$22.46/hour x 40 hours/week x 52 weeks
Fringe/Benefits	16,551.37	Sun Street's fringe benefits for full-time employees calculated as follows: FICA 7% Social Security 6% Insurance 8% Retirement 10% TOTAL 31%
TOTAL SALARIES/FRINGE	69,942.89	
OPERATING		
Rent	12,600.00	Building rent 50% of \$2100/month x 12 months
Vehicle Lease		
Lease	4,800.00	Leased vehicle needed for project to transport patients. \$400/month x 12 months Estimate based on historical data of current Toyota Financial Services lease
Taxes & Fees	420.00	Taxes associated with new leased vehicle \$35/month x 12 months
Licensing	281.00	Vehicle registration DMV \$281 annually
Insurance	1,800.00	Auto insurance \$150/month x 12 months
Fuel	20,300.00	Cost of fuel to transport patients. 35,000 miles x \$0.58
Alarm System	300.00	50% security system - Vivint Alarm \$50/month x 12 months

Sun Street Centers
 Term: May 21, 2019-December 31, 2020
 NTE: \$211,055.37

Expenses	Amount	Budget Justification
Contractual - IT Support	2,262.00	50% contractual IT support \$377/month x 12 months
Household Supplies	402.00	50% household supplies includes items for cleaning, toiletry items \$67/month x 12 months
Office Supplies	600.00	General office supplies needed for operation of the project \$50/month x 12 months
Program Materials	125.00	Expenses for program materials \$125/year
Telephone	1,212.00	50% of telephone/communications/cell phone expense \$202/month x 12 months
Utilities	1,890.00	50% of electric (PG&E) \$315/month x 12 months
Internet/Cable	357.19	50% of internet connectivity (AT&T) for office support \$59.53/month x 12 months
Garbage/Water	960.00	Services - 50% of waste management (Republic Services) and water (California Water) average \$160/month x 12 months
Repair & Maintenance	180.00	50% of supplies for repair/maintenance of bldg, IT anti-spam licensing \$30/month x 12 months
Copier Machines - Rental	1,278.00	50% of equipment rental and costs for copies, average \$213/month x 12 months
Indirect	17,956.51	General & administrative 15% of grant proposal
TOTAL OPERATING	\$ 67,723.70	
TOTAL EXPENSES	\$ 137,666.59	

2. Maximum Obligation of the County

Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$211,055.37 for services rendered under this Agreement.

Fiscal Year (July to June)	# of Months	Billable per Month	Total
FY 2019-2020	12	\$11,472.25	\$137,667
FY 2020-2021	6	\$12,231.34	73,388.03
TOTAL AGREEMENT MAXIMUM LIABILITY			\$211,055.37

If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

3. Billing and Payment Limitations

Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, and billing system data.

4. Authority to Act for the County

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."