

**Amendment No. 2
To Agreement
By and Between
County of Monterey and BKD, LLP**

THIS AMENDMENT No. 2 is made and entered into, by and between **BKD, LLP** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County".

RECITALS:

WHEREAS, the County and CONTRACTOR have heretofore entered into an Agreement to provide revenue enhancement services for the period of July 1, 2016 to June 30, 2019 in an amount not to exceed \$240,000 ("Agreement"); and

WHEREAS, on July 1, 2019, the County and CONTRACTOR entered into an executed Amendment No.1 to extend the term of the Agreement to June 30, 2020 for a new term of July 1, 2016 to June 30, 2020.

WHEREAS, the County and CONTRACTOR wish to amend the Agreement to extend the term of the Agreement for one (1) additional year, as specified below.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the Agreement, as follows:

1. **SECTION 3.0, "TERM OF AGREEMENT"**, is amended to extend the term of the Agreement to June 30, 2021, for a new term of July 1, 2016 to June 30, 2021.
2. **EXHIBIT A - Scope of Services/Payment Provisions** is replaced by Amendment No. 2 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 2 to EXHIBIT A.
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this AMENDMENT No. 2 shall be attached to the Agreement.
5. The effective date of this AMENDMENT No. 2 is July 1, 2020.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 on the day and year written below.

COUNTY OF MONTEREY

DocuSigned by:
By: *Gary W Schaffer*
C7A30BA59CA8423...

Director of Health
Department of Health

Date: 4/28/2020

Approved as to Legal Form:

DocuSigned by:
By: *Stacy Saetta*
C0ECE1B99F444A9...
Stacy L. Saetta, Deputy County Counsel

Date: 4/25/2020

Approved as to Fiscal Provisions:

DocuSigned by:
By: *Burcu Mousa*
811C333563B9474...
Auditor-Controller

Date: 4/27/2020

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

BKD, LLP

By: *Gary W Schaffer*

Name: GARY W SCHAFER

Title: MANAGING PARTNER

Date: 4/13/20

By: *Scott Gold*

Name: SCOTT GOLD

Title: Partner

Date: 4/13/20

*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.

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**AMENDMENT NO. 2 TO EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS**

SCOPE OF SERVICES

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the following services in conformity with the terms of this Agreement:

1. Provide consultation to County in reference to rules and regulations affecting FQHC, State and Federal operations, including but not limited to:
 - a) Assisting the County with preparation of the Annual Medicare FQHC report.
 - b) Assisting the County with preparation of Medi-Cal FQHC Prospective Payment System Rate setting cost reports for FQHC locations, as requested.
 - c) Assisting the County with preparation of Medi-Cal FQHC Change in Scope of service filings, as requested.
 - d) Assisting the County with preparation of Medi-Cal FQHC Reconciliation Forms, as requested.
 - e) Assisting the County with complying with FQHC Medi-Cal and Medicare cost reporting rules and regulations.
 - f) Assisting the County with analysis associated with the expansion of services and facilities, including new clinics or satellite clinics.
 - g) Providing training to County in reference to rules and regulations pertaining to FQHC payments, scope changes, applications, audit preparation and other topics as requested.
 - h) Assist the County with financial components of the Section 330 Grantee status New Access Point application submission, as requested.

PAYMENT PROVISIONS

Fees for services provided by CONTRACTOR shall not exceed \$240,000.00 dollars for the term of the Agreement. CONTRACTOR shall receive reimbursement for travel and other expenses as identified below.

Reimbursement for Expenses.

1. COUNTY shall reimburse CONTRACTOR for all actual and necessary expenses for the following items:
 - a) Postage;
 - b) Advertising;

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- c) Actual travel expenses, as more fully described in (2) below;
 - d) Photocopying;
 - e) Computerized legal research; and
 - f) Other expenses when approved in advance.
2. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.
 3. COUNTY will not reimburse CONTRACTOR for time spent to provide information for a fee audit. Travel will be reimbursed as follows:
 - a) Transportation at actual fare for economy or coach class, meals and lodging, not to exceed COUNTY per diem.
 4. County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
 5. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
 6. CONTRACTOR shall submit invoices to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

Mail delivery:

Monterey County Health Department
FQHC Clinics
Attn: ACCOUNTING
1441 Schilling Place
South Building, First Floor
Salinas, CA 93901

Email delivery:

CS_Finance@co.monterey.ca.us

CONTRACTORS BILLING PROCEDURES

1. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

2. 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.
3. 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.
4. **DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.