

**FIRST AMENDMENT TO THE
CENTRAL CALIFORNIA ALLIANCE FOR HEALTH
AGREEMENT FOR MEDI-CAL CAPACITY GRANT
0616-MCHD-CS-CI**

This First Amendment ("Amendment"), effective as of March 28, 2017 (the "Amendment Effective Date"), amends Exhibit 1 of the above referenced Grant Agreement (as amended, the "Agreement"), entered into by and between the Central California Alliance for Health (the "Alliance") and Monterey County Health Department, Clinic Services ("Grantee").

WHEREAS, the parties entered into the Agreement, effective October 19, 2016;

WHEREAS, the Agreement is scheduled to expire on January 19, 2020;

WHEREAS, the parties would like to amend the Agreement as set forth below; and

NOW, THEREFORE, in consideration of the forgoing recitals and the mutual representations and covenants set forth below, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Amendment.** As of the Amendment Effective Date, the following modifications to the Agreement shall be in full force and effect and incorporated into the Agreement:

- a. **Grant Amount:** As previously referenced on Page 6, Line 9:

The Grant Amount shall not exceed **\$2,500,000**. *Final grant payments will depend on verification of actual expenses but will not exceed the approved amount.*

Shall be deleted in its entirety and replaced with the following:

The Grant Amount shall not exceed **\$497,500**. *Final grant payments will depend on verification of actual expenses but will not exceed the approved amount.*

- b. **Purpose of Grant:** As previously referenced on Page 6, Line 16:

To support the construction of a new Seaside Family Health Center, as described in the approved Grant Application, which will serve Medi-Cal members and is or will be located at 1150 Fremont Blvd., Seaside, CA 93955.

Shall be deleted in its entirety and replaced with the following:

To support equipment and furnishing costs associated with the construction and operation of a new Seaside Family Health Center, as described in the approved Grant Application, which will serve Medi-Cal members and will be located at 1150 Fremont Blvd., Seaside, CA 93955.

- c. **Outcomes:** As previously referenced on Page 6, Line 19:

1. By December 2017, Monterey County Health Department Clinic Services Bureau will complete construction of the new Seaside Family Health Center that will have 16 additional exam rooms as measured by occupancy.
 2. By December 2018, the Seaside Family Health Center will serve an additional 8,000 patients (an increase of 25% from the current 31,000 patients served).
 3. By December 2018, there will be at least four additional health care providers working at the Seaside Family Health Center (from 9 to 13).

4. By December 2018, Seaside Family Health Center will decrease cycle times to under one hour from 68 minutes in August 2016 to 58 minutes one year after project completion as measured by EPIC.
5. By December 2018, there will be a reduction of 15% in appointment wait times from 20 days in August 2016 to 17 days one year after project completion as measured by Next available appointment report.

Shall be deleted in its entirety and replaced with the following:

1. By December 2017, acquisition and installation of equipment and furnishings will be complete.
2. By December 2017, Monterey County Health Department Clinic Services Bureau will complete construction of the new Seaside Family Health Center that will have 16 additional exam rooms as measured by occupancy.
3. By December 2018, the Seaside Family Health Center will serve an additional 8,000 patients (an increase of 25% from the current 31,000 patients served).
4. By December 2018, there will be at least four additional health care providers working at the Seaside Family Health Center (from 9 to 13).
5. By December 2018, Seaside Family Health Center will decrease cycle times to under one hour from 68 minutes in August 2016 to 58 minutes one year after project completion as measured by EPIC.
6. By December 2018, there will be a reduction of 15% in appointment wait times from 20 days in August 2016 to 17 days one year after project completion as measured by Next available appointment report.

d. Payment Schedule: As previously referenced in Section 2 on Page 7, Line 4:

Payments shall be made to Grantee by the Alliance according to the schedule provided below, subject to the receipt of all documentation reasonably required by the Alliance, and all other terms of the Agreement:

- a. First Payment. The first payment shall be based on costs for the major milestones described in the Grant Application and designated in the final project budget (Milestones), and outlined below. The first payment shall not exceed 45% of the Grant Amount, and shall be paid within twenty (20) business days of the receipt of the signed Agreement.
- b. Interim Payments. There shall be two additional interim payments based on costs for the Milestones outlined below. These payments shall be paid within twenty (20) business days of receipt of a progress report (narrative and original project budget versus actual expenses) and verification of project expenses incurred since the previous payment. Progress report should include documentation (e.g., project management report, inspection report, permit) demonstrating that specified milestones have been completed.
- c. Final Payment. Final payment of 10% of the Grant Award shall be paid within twenty (20) business days of the receipt by the Alliance of a progress report indicating that all Milestones of the project have been completed. The progress report will include a narrative, original project budget versus actual expenses, and verification of project expenses incurred since the previous payment. Progress report should include documentation demonstrating that the project is complete (e.g. certificate of occupancy).

d. Milestones and Percentage Payments.

Phase One

Milestones:

1. Sitework phases of Earthwork, Underground Utilities, Site Concrete and Fencing will be complete.
2. Building phases of Plumbing and Electrical, Concrete Foundations, Exterior Wall Finishes, Roofing and Insulation, and HVAC installation will be complete.

Due Date for Completion: February 12, 2017

Percentage of Grant Request: 45%

Phase Two

Milestones:

1. Sitework phases of Parking Lot and Landscaping will be complete.
2. Building phases of Interior Drywall, Interior Painting, Interior Doors and Frames, Restrooms, Flooring, Occupancy, Inspections and Testing, and Move In will be complete.

Due Date for Completion: July 12, 2017

Percentage of Grant Request: 25%

Phase Three

Milestones:

1. Construction phases related to former clinic building of Demolition, Parking Lot Grading and Utilities, Striping, Landscaping, Irrigation, Inspections and Removal of Temporary Access Road will be complete.

Due Date for Completion: November 13, 2017

Percentage of Grant Request: 20%

Shall be deleted in its entirety and replaced with the following:

Payments shall be made to Grantee by the Alliance according to the schedule provided below, subject to the receipt of all documentation reasonably required by the Alliance, and all other terms of the Agreement:

- a. **First Payment.** The first payment shall be based on costs for equipment and furnishing described in the Grant Application and designated in the Revised Approved Budget. The first payment shall not exceed 90% of the Grant Amount, and shall be paid within twenty (20) business days of the receipt of the signed Agreement.
- b. **Final Payment.** Final payment of 10% of the Grant Award shall be paid within twenty (20) business days of the receipt by the Alliance of a progress report indicating completion of all Outcomes related to project construction completion. The progress report will include a narrative, Revised Approved Budget versus actual expenses, and verification of project expenses incurred since the previous payment. Progress report should include documentation demonstrating that the project is complete (e.g. certificate of occupancy).
- e. **Use of Funds:** As previously referenced in Section 4 on Page 8, Line 34:
 - a. Grant funds may only be used for the purpose of paying expenses that are actually incurred by Grantee in carrying out the Statement of Services during the 39-month period for which the grant has been provided. Expenses that may be funded by Capital Implementation Grants are those described in the final approved project budget.
 - b. Funds may be used for capital expenditures only, which can include equipment and furnishings that are necessary for the delivery of care or equipment essential to the operation of the facility. However, funds cannot be used for the following purposes, and any amounts budgeted for such unapproved uses will be deducted from payment amounts awarded hereunder:
 - i. Funds cannot be used for rental subsidies, operating costs or services.
 - ii. In the event that the grant award provides funding for a project that was already in progress on the Grant Effective Date, activities completed or costs incurred prior to approval of the grant request by the Alliance will not be considered.
 - iii. All project-related costs are site-specific, and must relate to, occur, or be used at the single proposed site that was contained in the Grant Application.

Shall be deleted in its entirety and replaced with the following:

- a. Grant funds may only be used for the purpose of paying expenses that are actually incurred by Grantee in carrying out the Statement of Services during the 39-month period for which the grant has been provided. Expenses that may be funded by the Capital Implementation Grant are equipment and furnishing costs included the Revised Approved Budget.
 - b. Funds may be used for capital expenditures only, which includes equipment and furnishings that are necessary for the delivery of care or equipment essential to the operation of the facility. However, funds cannot be used for the following purposes, and any amounts budgeted for such unapproved uses will be deducted from payment amounts awarded hereunder:
 - iv. Funds cannot be used for rental subsidies, operating costs or services.
 - v. In the event that the grant award provides funding for a project that was already in progress on the Grant Effective Date, activities completed or costs incurred prior to approval of the grant request by the Alliance will not be considered.
 - vi. All project-related costs are site-specific, and must relate to, occur, or be used at the single proposed site that was contained in the Grant Application.
- f. **Reporting:** As previously referenced in Section 6 on Page 10, Line 45:

Grantee shall provide the Alliance with three progress reports due upon completion of each Milestone phase as indicated in Payment Schedule (Section 2 above). Grantee shall also provide a final report due one year from project completion or no later than the end of the Grant Term. The reporting templates will be provided by the Alliance and available on the online grant portal. Grantee will submit the progress and final reports through the Alliance's online grant portal. Failure to submit these report(s) will delay interim or final payments of Grant Amount and may disqualify Grantee from receiving future grant funding from the Alliance.

Shall be deleted in its entirety and replaced with the following:

Grantee shall provide the Alliance with one progress report due upon completion of the project as indicated in Payment Schedule (Section 2 above). Grantee shall also provide a final report due one year from project completion or no later than the end of the Grant Term. The reporting templates will be provided by the Alliance and available on the online grant portal. Grantee will submit the progress and final reports through the Alliance's online grant portal. Failure to submit these report(s) will delay interim or final payments of Grant Amount and may disqualify Grantee from receiving future grant funding from the Alliance.

- 2. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect; provided however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.
- 3. **Counterparts.** This Amendment may be executed in counterparts or via electronic signature, each of which shall be deemed to be an original and all of such counterparts or electronically signed documents shall together constitute one and the same Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

GRANTEE

By: _____

Print Name: _____

Title: _____

Date Signed: _____

ALLIANCE

By: _____

Print Name: _____

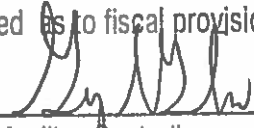
Title: _____

Date Signed: _____

APPROVED AS TO FORM

DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Reviewed as to fiscal provisions



Auditor-Controller
County of Monterey 5-11-17