

MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY
Carl P. Holm, AICP, Director



LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS

1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

(831)755-4800

www.co.monterey.ca.us/rma

MEMORANDUM

Date: August 12, 2019

To: Valerie Ralph
Clerk of the Board of Supervisors

From: Dalia M. Mariscal-Martinez *DMM*
Management Analyst III

Subject: AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. A-13636 WITH DENISE DUFFY & ASSOCIATES, INC. AND AMENDMENT NO. 1 TO FUNDING AGREEMENT NO. 3 NO. A-13654 WITH JEFFREY LATOURETTE FOR THE LATOURETTE SUBDIVISION ENVIRONMENTAL IMPACT REPORT

Please find attached and for your records, an executed original of Amendment No. 1 to Professional Services Agreement (PSA) No. A-13636 between Denise Duffy & Associates, Inc. and the County of Monterey and an executed original of Amendment No. 1 to Funding Agreement (FA) No. 3 No. A-13654 between Jeffrey LaTourette and the County of Monterey for the above referenced project

If you have any questions, please feel free to contact Shelley Dickinson, Management Analyst II, at Ext. #4832. Thank you.

DMM/sd

Attachments: Executed Amendment No. 1 to PSA – 1 Original
Executed Amendment No. 1 to FA No. 3 – 1 Original
Board Order to the PSA and FA No. 3, Passed and Adopted on 07/11/17 – 1 Copy for Reference



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13636; A-13654

Upon motion of Supervisor Salinas, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Approved the Professional Services Agreement with Denise Duffy & Associates, Inc. (Agreement No. A-13636) where the Base Budget is \$140,265 and the Contingency Budget is \$21,040 for a total amount not to exceed \$161,305 to complete the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) in the Prunedale area of North County, for a term of June 27, 2017 to June 27, 2019;
- b. Approved Funding Agreement No. 3 with Jeffrey and Monica LaTourette (Agreement No. A-13654) where the Base Budget is \$140,265 and the Contingency Budget is \$21,040 for a total amount not to exceed \$161,305 to allow funding to Monterey County for costs incurred by Denise Duffy & Associates, Inc. to complete the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) in the Prunedale area of North County, for a term of June 27, 2017 to June 27, 2019; and
- c. Authorized the Chief of Planning Services to execute the Professional Services Agreement with Denise Duffy & Associates, Inc. and Funding Agreement No. 3 with Jeffrey and Monica LaTourette and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved amount of the Agreements.

PASSED AND ADOPTED this 11th day of July 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting July 11, 2017.

Dated: July 20, 2017
File ID: A 17-298
Revised: July 26, 2017

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  Deputy

**AMENDMENT NO. 1
TO FUNDING AGREEMENT NO. 3
BETWEEN COUNTY OF MONTEREY AND
JEFFREY LATOURETTE**

THIS AMENDMENT NO. 1 to Funding Agreement No. 3 No. A-13654 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Jeffrey LaTourette (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT's predecessor in interest, Jeffrey and Monica LaTourette, husband and wife, (hereinafter, "PROJECT APPLICANTS") applied to the County for a permit for a standard subdivision for the LaTourette Subdivision (hereinafter, "Project") requiring an Environmental Impact Report (hereinafter, "EIR"); and

WHEREAS, County engaged Denise Duffy & Associates, Inc., (hereinafter, "Contractor") to prepare the EIR for the Project; and

WHEREAS, PROJECT APPLICANTS entered into Funding Agreement No. 3 No. A-13654 with County on July 25, 2017 (hereinafter "Agreement") to provide funding for the EIR for the Project through June 27, 2019 for an amount not to exceed \$161,304.75; and

WHEREAS, effective June 27, 2019, the PROJECT APPLICANTS executed an Agreement and Consent to Assignment of Funding Agreement No. 3, dated July 25, 2017, to assign all rights, title and interest in the Agreement solely to Jeffrey LaTourette; and

WHEREAS, the EIR for the Project has not been completed; and

WHEREAS, additional time is necessary to allow Contractor to continue to provide services associated with the completion of the EIR for the Project; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for approximately two (2) additional years to June 30, 2021 with no associated dollar amount increase to allow PROJECT APPLICANT to continue funding County for costs incurred by Contractor to complete services identified in this Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. In all places within the Agreement, and any amendment thereto, any reference to Jeffrey and Monica LaTourette, husband and wife, (PROJECT APPLICANTS) is hereby replaced with Jeffrey LaTourette (PROJECT APPLICANT).

2. Amend the second paragraph of Section a, “CONTRACTOR”, of Paragraph 6, “Payments to CONTRACTOR”, to read as follows:

Should this AGREEMENT be terminated prior to June 30, 2021, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA’s Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

3. Amend Paragraph 8, “Term”, to read as follows:

AGREEMENT shall become effective retroactive from June 27, 2017 and continue through June 30, 2021, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

4. Amend the first sentence of Paragraph 9, “Termination”, to read as follows:

AGREEMENT shall terminate on June 30, 2021, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days’ written notice to the other.

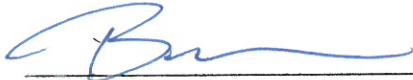
5. Amend “TO COUNTY” information of Paragraph 22, “Notices”, to read as follows:

Resource Management Agency (RMA) Director or Designee
County of Monterey
Resource Management Agency – Land Use and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

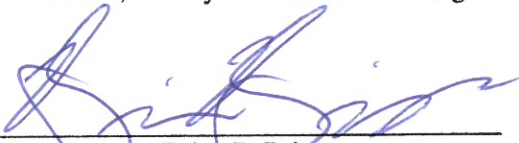
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: 
Interim Chief of Planning Services

Date: 8.9.19

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: 
Brian P. Briggs
Deputy County Counsel

Date: 8-6-19

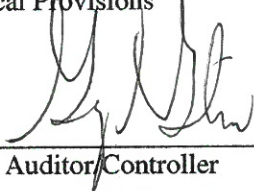
JEFFREY LATOURETTE*

By: 
Jeffrey LaTourette

Its: Owner

Date: 7/15/19

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 8/7/19

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If PROJECT APPLICANT is a partnership, the full legal 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 PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Interim Chief of Planning Services

Date: _____

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

JEFFREY LATOURETTE*

By: 
Jeffrey LaTourette

Its: _____
Owner

By: _____
Brian P. Briggs
Deputy County Counsel

Date: 7/15/18

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If PROJECT APPLICANT is a partnership, the full legal 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 PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

Whole Person Care Pilot Program

MEMORANDUM OF UNDERSTANDING

Dated January 1, 2018 through September 30, 2029

Between

County of Monterey, on behalf of the Monterey County Health Department

and

**Junsay Oaks, L.P. with CHISPA GP, LLC doing business as
CHISPA, Inc. as managing partner**

Memorandum of Understanding

I. DECLARATION

This agreement is entered into, by and between the **County of Monterey, on behalf of the Monterey County Health Department**, (hereinafter referred to as “**Health**”), and Junsay Oaks, L.P. with CHISPA GP, LLC doing business as CHISPA, Inc. as managing partner (hereinafter referred to as “**Junsay Oaks**”), for the purpose of facilitating services under the County of Monterey Whole Person Care (WPC) Pilot Program.

II. BACKGROUND

The Whole Person Care (WPC) pilot is a five-year pilot program 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.

Monterey County is the awardee of WPC funds provided by the State of California, and the Monterey County Health Department is the fiscal agent and the lead agency charged with implementing the WPC contract agreement, which is in effect through June 30, 2021. WPC seeks to serve a minimum of 600 homeless Medi-Cal members throughout the duration of the WPC pilot program. Medi-Cal benefits in Monterey County are managed by Central California Alliance for Health (CAAH).

CHISPA, Inc., a 501(c)3 organization, is the largest private, nonprofit housing developer and residential management company based in Monterey County, and has built single and multi-family housing since 1980. CHISPA, Inc and **Junsay Oaks** have assembled funding and property to build and manage 47-unit apartment complex at 3098 De Forest Road in Marina CA, of which 20 one-bedroom apartments will be set aside to house individuals who qualify as “High-Utilizer” CCAH members. The project, titled Junsay Oaks (hereinafter referred to as “Junsay Oaks apartment complex”), is expected to be occupied by April 2019.

III. PURPOSE

The purpose of this MOU is to memorialize the commitment of Health to provide case management services at the Junsay Oaks apartment complex for a period of ten (10) years, so as to allow CHISPA, Inc. to meet its grant obligations in order to receive funding for construction of the apartment complex from CCAH.

IV. PRINCIPLES OF THE MOU

A. Health agrees to:

1. Utilize **Junsay Oaks**-provided private space at the Junsay Oaks apartment complex to meet with eligible residents, occupying 20 High Utilizer units at the Junsay Oaks apartment complex, for the provision of case management services.
2. Provide the above-mentioned services for a minimum period of ten (10) years, once the Junsay Oaks apartment complex is constructed and occupied.

B. Health and Junsay Oaks agree:

1. **Health** will provide case management services at the Junsay Oaks apartment complex after separate agreements are in place with all necessary parties ensuring that such case management services can be provided in full compliance with all legal obligations, including but not limited to laws governing patient privacy rights. Necessary parties may include, CHISPA, Inc., CCAH, and/or others.
2. **Health** will provide the reporting set forth in Section IV.C.3., below, after separate agreements are in place with all necessary parties ensuring that such reporting can be provided in full compliance with all legal obligations, including but not limited to laws governing patient privacy rights. Necessary parties may include, CHISPA, Inc., CCAH, and/or others.

C. Confidentiality and Records

1. Confidentiality

This MOU does not authorize the sharing of any confidential medical or personal records. No such sharing or reporting may occur, and no case management services may be provided, unless and until all necessary agreements described in Sections IV.B.1-2, above, are in place, and then only in compliance with such additional agreements.

2. Maintenance of Records

Health will not maintain or store any records at the **Junsay Oaks** site. Any records that **Health** prepares, maintains, and preserves that may be required by Federal, State and County rules and regulations related to services performed under this MOU (and/or under the separate agreements described above at Sections IV.B.1-2) shall remain under the possession and control of **Health**.

3. Reporting Requirements

When and if all necessary agreements described in Sections IV.B.1-2, above, are in place, **Health** will provide CHISPA, Inc. (and indirectly, CCAH, as the County's Medi-Cal provider), with an aggregate report of case management outcomes that will not contain Personally Identifiable Information or Protected Health Information. The content and frequency of reports shall be determined at a later time, however, it is anticipated that the aggregated report may include:

- a. the number of patient/client engagements,
- b. percentage of patients/clients with a completed individual care plan,
- c. percentage of patients/clients on track with their health goals,
- d. aggregate number of referrals to medical, mental health, social services and other support providers.

V. Contract Administrators

Health hereby designates Patricia Zerounian as its Administrator for this MOU. All matters concerning this MOU that are within the responsibility of **Health** shall be under the direction of, or shall be submitted to, the **Health** Administrator.

Junsay Oaks hereby designates Dana Cleary as its Administrator for this MOU. All matters concerning this MOU which are within the responsibility of **Junsay Oaks** shall be under the direction of, or shall be submitted to, the **Junsay Oaks** Administrator.

VI. INDEMNIFICATION

Junsay Oaks shall indemnify, defend, and hold harmless **Health**, its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this MOU by **Junsay Oaks** and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by **Health**. It is the intent of the parties to this MOU to provide the broadest possible coverage for **Health**. **Junsay Oaks** shall reimburse **Health** for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the **Junsay Oaks** is obligated to indemnify, defend and hold harmless **Health** under this MOU.

VII. TERM AND TERMINATION

Term: The initial term (the "Initial Term") of this MOU shall begin on January 1, 2018 and end twelve (12) years later on September 30, 2029. Upon expiration of the initial term, this MOU can be renewed for successive three-year periods (each a **Renewal Term**) with parties' agreement until terminated in accordance with Termination section immediately below. "Initial Term" and "Renewal Term" may be used in this MOU interchangeably with "Term". Both parties agree that the financial terms and service commitments may be renegotiated annually.

Termination: Either Party may terminate this MOU with sixty (60) days advance written notice.

VIII. AMENDMENT

This MOU may be amended or modified upon mutual written consent of both parties.

IX. EXHIBITS

The following exhibits are incorporated herein by reference and constitutes a part of this MOU:

Exhibit A: Junsay Oaks site at 3098 De Forest, Marina.

Exhibit B: Junsay Oaks Counseling Office.

X. NOTICES

Notices required under this MOU shall be delivered personally or by first-class postage pre-paid mail to appropriate contract administrators at the addresses listed below:

For Health Department:

Elsa Jimenez
Director of Health
County of Monterey Department of Health
1270 Natividad Road
Salinas, CA 93906

For Junsay Oaks:

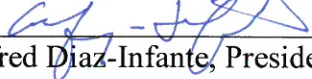
Alfred Diaz-Infante
President/CEO
CHISPA, Inc.
295 Main St #100
Salinas, CA 93901

IN WITNESS WHEREOF, County and Junsay Oaks have executed this MOU as of the day and year written below.

COUNTY OF MONTEREY

**Junsay Oaks, L.P., by and through its
managing partner CHISPA, Inc.**

By: _____
Contract/Purchasing Officer

By:  _____
Alfred Diaz-Infante, President/CEO

Date: _____

Date: 11-16-17 _____

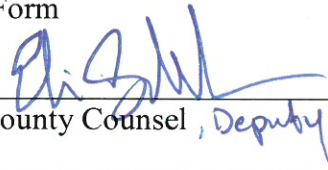
By:  _____
Department Head (if applicable)

By:  _____
Normond V. Kolpin, CFO

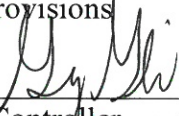
Date: 12/12/2017 _____

Date: 11-16-17 _____

Approved as to Form

By:  _____
County Counsel, Deputy

Approved as to Fiscal Provisions

By:  _____
Auditor/Controller

Date: 12-20-17 _____