



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-13755

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

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute renewal and Amendment No. 1 to the funding agreement with Healthcare Foundation of Northern and Central California ("Healthcare Foundation"), a California corporation, for assisting in meeting the direct costs of a Medical Respite Program ("MRP") for homeless persons in Monterey County (Resolution No. 16-093), which has a direct and primary public purpose, benefiting Monterey County, in general, and NMC, in particular, to renew and extend the agreement an additional fourteen (14) month period (April 19, 2017 through June 30, 2018) for a revised full agreement term of April 19, 2016 through June 30, 2018, and adding \$93,500 for a revised total agreement amount not to exceed \$198,500.

PASSED AND ADOPTED this 10th day of October 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 October 10, 2017.

Dated: October 11, 2017
File ID: A 17-367

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

By *Denise Hancock*
Deputy

RENEWAL AND AMENDMENT NO. 1
TO FUNDING AGREEMENT
BETWEEN HEALTHCARE FOUNDATION OF NORTHERN AND CENTRAL CALIFORNIA
AND
NATIVIDAD MEDICAL CENTER
FOR
FUNDING CONTRIBUTION FOR MEDICAL RESPITE PROGRAM

This Renewal and Amendment No. 1 to the Funding Agreement (“Agreement”) which was effective on April 19, 2016 is entered into by and between the County of Monterey (“County”), on behalf of Natividad Medical Center (“NMC”), and Healthcare Foundation of Northern and central California (“Healthcare Foundation”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of NMC and Healthcare Foundation had previously entered into a Funding Agreement for monetary contribution by NMC to Healthcare Foundation for a Medical Respite Program (MRP) for homeless persons in Monterey County with a one year term effective on April 19, 2016 and a total obligation of \$105,000; and

WHEREAS, the Agreement expired on April 18, 2017; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning April 19, 2017 to extend the term through June 30, 2018 to allow for a second year of funding contribution for the MRP, for a revised full Agreement term of April 19, 2016 through June 30, 2018 and to add an additional \$93,500, for a revised total contribution amount of \$198,500.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Agreement except as specifically set forth below.

1. Paragraph 4, “AMOUNT OF FUNDING” shall be amended to the following:

“The funding contribution payable from County to Healthcare Foundation under this Agreement for the period April 19, 2016 through June 30, 2017 is in the amount of One Hundred Five Thousand Dollars (\$105,000), and for the period July 1, 2017 through June 30, 2018 is in the amount of an additional Ninety Three Thousand Five Hundred Dollars (\$93,500), for a total contribution of One Hundred Ninety Eight Thousand Five Hundred Dollars (\$198,500). The funding shall be made available in accordance with the terms set forth herein”.

2. Paragraph 5 “PAYMENT OF FUNDING” shall be amended to the following:

“The Healthcare Foundation Accounting Department shall generate an invoice to County in the amount of \$105,000 for the period April 19, 2016 through June 30, 2017, and another invoice in the amount of \$93,500 for the period July 1, 2017 through June 30, 2018. The invoices shall each set forth the amounts claimed by Healthcare Foundation, together with an itemized basis for the amounts claimed and such other information pertinent to the invoice for that time period billed. The County shall certify each invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such

invoices to the County Auditor-Controller for payment. The County Auditor-Controller shall pay each certified invoice within 30 days of receiving said invoice”.

3. Paragraph 10 “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement shall commence on April 19, 2016 and continue through and including June 30, 2018 (“Term”)”.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 1 shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Renewal and Amendment No. 1 shall be attached to the Original Agreement.
6. This Renewal and Amendment No. 1 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Renewal and Amendment No. 1 on the basis set forth in this document and have executed this Renewal and Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By:  _____
Gary R. Gray, DO, CEO

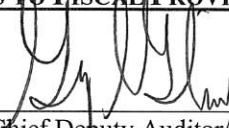
Date: 10/1/17

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Monterey County Deputy County Counsel

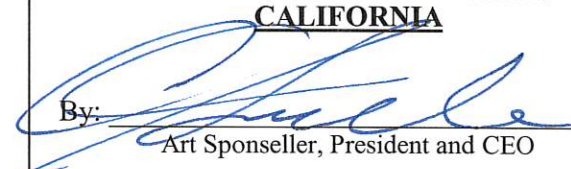
Date: 8/28/17

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Monterey County Chief Deputy Auditor/Controller

Date: 8-29-17

**HEALTHCARE FOUNDATION OF
NORTHERN AND CENTRAL
CALIFORNIA**

By:  _____
Art Sponseller, President and CEO

Date: 8-9-17

By: _____

Name and Title

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 (two signatures required).

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 (two signatures required).

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 (one signature required).