

AMENDMENT #2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & VNA COMMUNITY SERVICES, INC.

THIS AMENDMENT NO. 2 is made to the STANDARD AGREEMENT for administration of COVID-19 Pop-up test sites in the County on behalf of the Health Department to increase access to specimen collection services in under-served community areas by and between VNA Community Services, Inc., hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and CONTRACTOR entered into the AGREEMENT with a start date of July 15, 2020;

WHEREAS, the County and CONTRACTOR entered into AMENDMENT No. 1 extending Agreement through October 2, 2020 and adding \$655,432 for contracted services;

WHEREAS, the County and CONTRACTOR wish to execute AMENDMENT NO. 2 to the AGREEMENT to extend the term of the AGREEMENT and compensate the CONTRACTOR for the additional services.

NOW THEREFORE, the County and CONTRACTOR hereby agree to execute AMENDMENT NO. 2 in the following manner:

1. **Section 2.0, PAYMENT PROVISIONS** is hereby amended and restated to read in its entirety as follows:

“County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,008,192.”

2. **Section 3.0, TERM OF AGREEMENT**, is hereby amended and restated to read in its entirety as follows:

“3.01 The term of this Agreement is from **July 15, 2020 to December 31, 2020**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**”

3. **Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS Exhibit A Scope of Services/Payment Provisions** shall be removed and replaced with **Exhibit A.2**.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

5. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT dated July 15, 2020.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson, Contracts/Purchasing Supervisor
78741937AA0D41B...
Contracts/Purchasing Officer

Dated: 9/22/2020 | 4:19 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
D3834BFEC1D8440...
Deputy Auditor/Controller

Dated: 9/22/2020 | 4:07 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Marina Pantchenko
65EE9F1502BD412...
Deputy County Counsel

Dated: 9/22/2020 | 4:04 PM PDT

Director of Health

Dated:

CONTRACTOR

DocuSigned by:
Greg Baker
AD2C90A7D0834CB...
By: _____
Signature of Chair, President, or
Vice-President

Greg Baker Chief Transformation Officer

Printed Name and Title

Dated: 9/22/2020 | 4:01 PM PDT

DocuSigned by:
Mark Maltun
50D4708E0EB84FF...
By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Mark Maltun CFO

Printed Name and Title

Dated: 9/22/2020 | 4:03 PM PDT

*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.

EXHIBIT-A.2

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND
VNA Community Services, Inc., hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Contractor will serve as the administrator and manager for COVID-19 Pop-up Test Clinics (Clinics) to be set up in communities of greatest need and with least access to existing testing sites. County Health Department staff, using testing and case rates, will guide where these Clinics need to be set up throughout Monterey County.

Clinics will be held two to three times per week on Tuesday and/or Thursday, or Friday from 3 p.m. – 7 p.m., and Wednesday 7 a.m. – 11 a.m. Days of the week and four-hour slots may be adjusted as required based on staffing availability and/or availability of testing venues.

Contractor will responsible for managing clinics including travel to and from clinic sites; setting up and taking down clinics; managing crowds; providing education at clinic sites to participants; serving as Ordering Physician; specimen collection service; reporting results to participants and the County; procuring materials, supplies, and PPE needed for clinic and staff; procuring laboratory for processing specimens; delivering specimens to laboratory; and other duties necessary in the administration and management of Clinics.

County will identify and secure Clinic locations, and work with Contractor to develop clinic schedule and promote Clinics.

Required Deliverables:

- Schedule of clinics
- Summary of specimens collected per clinic
- Copy of Agreement with commercial laboratory(ies)

All written reports required under this Agreement must be delivered to Elsa M. Jimenez, County’s Contract Manager, in accordance with the schedule above.

B. PAYMENT PROVISIONS**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$ **1,008,192** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

VNA Community Services, Inc.				
July 15, 2020 - December 31, 2020				
Item	Description	Cost	Deliverable	Total Cost
Four hour clinic (two per week)	Staff costs for administration and management of clinics; costs for three RNs, two clerical, and two crowd management/education personnel per clinic; supplies, materials, and PPE needed per clinic. Clinic activities include travel time to and from clinic sites, set up and take down of clinic, specimen collection, reporting results to participants and Health Department; and crowd management/education. Up to \$3,000 per clinic billed at actuals.	3,000.00	50	150,000.00
Four hour clinic (once per week)	Staff costs for administration and management of program; costs one clerical and two crowd control management/education personnel per clinic; and supplies, materials. Clinic activities include travel time to and from clinic sites, set up and take down of clinic, and reporting results to participants and Health Department and crowd management/education. Clinical staffing and necessary PPE for specimen collection to be provided by hospitals as in-kind contribution. Up to \$2,000 per clinic billed at actuals.	2,000.00	12	24,000.00
Test	Cost for supplies needed for specimen collection, test processing pass through costs, and travel time associated with delivery of specimens to laboratory. (100 to 200 per clinic)	104.00	7,990	830,960.00
Travel	Actual mileage based on County Travel Policy			3,232.00
				\$ 1,008,192.00

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.

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.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: 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.

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.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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.

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