

**AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
CITY OF SALINAS**

AMENDMENT NO. 1 is made to the Agreement A-14590, for the provision of services to homeless persons, by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **City of Salinas**, (hereinafter referred to as "CONTRACTOR").

WHEREAS, on January 14, 2020 the COUNTY and CONTRACTOR entered into Agreement A-14590 in the amount of \$439,099 for the term December 1, 2019 through December 31, 2020; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend Agreement A-14590, to increase the total amount of the Agreement of \$439,099 by an additional \$43,900 for a total of \$482,999, revise Exhibit A: Program Plan, adding the provisioning, servicing, and supplying of handwashing stations at up to eight mutually-agreed locations within Chinatown and downtown Salinas where homeless people congregate, to promote sanitation and mitigate the spread of disease, revise Exhibit B: Payment and Billing Provisions and revise Exhibit C: Budget and Maximum Obligation of the County and revise Exhibit D: Cost Reimbursement Invoice Form.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the Agreement in the following manner:

1. **Section 2.0, "PAYMENT PROVISIONS" shall be amended by removing "The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of \$439,099." and replacing it with "The total amount of this Agreement is not to exceed the sum of \$ 482,999.**
2. **EXHIBIT A1: PROGRAM PLAN** replaces **EXHIBIT A**. All references in the Agreement to **EXHIBIT A** shall be construed to refer to **EXHIBIT A1**.
3. **EXHIBIT B1: BILLING AND PAYMENT PROVISIONS** replaces **EXHIBIT B**. All references in the Agreement to **EXHIBIT B** shall be construed to refer to **EXHIBIT B1**.
4. **EXHIBIT C1: BUDGET AND MAXIMUM OBLIGATION OF THE COUNTY** replaces **EXHIBIT C**. All references in the Agreement to **EXHIBIT C** shall be construed to refer to **EXHIBIT C1**.
5. **EXHIBIT D1: COST REIMBURSEMENT INVOICE FORM** replaces **EXHIBIT D**. All references in the Agreement to **EXHIBIT D** shall be construed to refer to **EXHIBIT D1**.
6. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
7. This Amendment No. 1 is effective March 15, 2020.

8. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the COUNTY on January 14, 2020.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

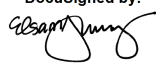
COUNTY OF MONTEREY

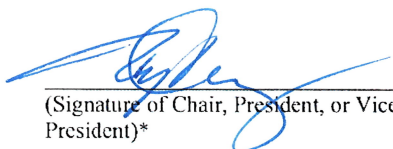
CONTRACTOR

By: _____
Contracts/Purchasing Officer

City of Salinas
Contractor's Business Name*

Date: _____

By: 
Department Head (if applicable)

By: 
(Signature of Chair, President, or Vice-President)*


Date: 5/20/2020 | 6:36 PM PDT

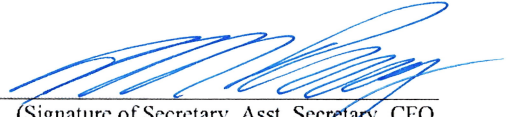
By: _____
Board of Supervisors (if applicable)

Ray E. Corpuz, Jr., City Manager
Name and Title

Date: _____


Date: 4/30/20

Approved as to Form
By:  Deputy
County Counsel

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Date: 5/18/2020 | 7:52 PM PDT

Matt N. Prosegy Finance Director
Name and Title

Approved as to Fiscal Provisions²
By:  Assistant Auditor-Controller
Auditor/Controller

Date: 4/30/20

Date: 5/19/2020 | 12:31 PM PDT

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

County Board of Supervisor's Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 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 or Amendment to said Agreement.

¹Approval by County Counsel is required.

²Approval by Auditor-Controller is required.

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Exhibit A1: Program Plan

I. IDENTIFICATION OF THE PROVIDER:

City of Salinas
200 Lincoln Avenue
Salinas, CA 93901
(831) 758-7381

II. PROGRAM 1: CESH Round 1 Matching Funds

Address of Delivery Sites: Various locations within the City of Salinas

Program Schedule: Monday through Friday, 8:00 a.m. to 5:00 p.m.

Limitation of Service: Monterey County residents who are homeless, including those enrolled in Whole Person Care.

The California Department of Housing and Community Development (HCD, through the California Emergency Solutions and Housing (CESH) Program, has made funding available to the Salinas/Monterey, San Benito Counties Continuum of Care CA-506 (CoC) to provide grants to assist persons who are experiencing homelessness or are at risk of homelessness. The CESH Program provides funding for a variety of activities to assist persons experiencing or at risk of homelessness as authorized by SB 850 (Chapter 48, Statutes of 2018). HCD administers the CESH Program with funding received from the Building Homes and Jobs Act Trust Fund (SB 2, Chapter 364, Statutes of 2017). The City of Salinas (indicated here as CONTRACTOR) has been designated by the CoC as the Administrative Entity.

Through the issuance of a Notice of Funding Availability, the CONTRACTOR evaluated, ranked and selected community services providers to provide the following CESH activities:

- 1) Rental assistance, housing relocation and stabilization services to ensure housing affordability to individuals experiencing homelessness or who are at risk of homelessness; and
- 2) Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families; and
- 3) Operating support for emergency housing interventions including but not limited to navigation centers, street outreach, and shelter diversion.

In this agreement, County of Monterey Whole Person Care (WPC) Pilot Program grants one-time matching funds to CONTRACTOR to assist CONTRACTOR in fulfilling the activities described above. CONTRACTOR shall utilize dollar-for-dollar matching funds provided by County to collaborate with community partners, provide direct services, and engage beneficiaries in activities to improve their wellness and attain safe and stable housing.

The WPC is 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. The WPC is in effect through December 31, 2020. The WPC focus population is high cost, high utilizers of hospital emergency department and inpatient services who are exclusively homeless/chronically homeless Medi-Cal recipients or Medi-Cal-eligible persons with no medical health home (including those released from jail) and having two or more of the following characteristics:

- diagnosed mental illness,
- diagnosed substance use disorder,
- two or more mental health unit admissions in the prior twelve months,
- two or more chronic health diagnoses,
- two or more emergency department visits within the prior twelve months,
- one or more hospital admissions within the prior twelve months, or
- two or more significant medications prescribed.

CONTRACTOR sub-grantees will serve the WPC focus population as described above. Beneficiaries of CONTRACTOR sub-grantees services do not necessarily need to be enrolled in WPC.

III. Grant Objective and Goals

The grant objective is to expand upon CONTRACTORS CESH-funded resources by leveraging those funds with WPC one-time matching funds for the purpose of reducing homelessness.

IV. CONTRACTOR and subcontractor deliverables:

In general, CONTRACTOR shall:

- Subcontract with qualified, experienced community human services partners to conduct direct services that will fulfil the Grant Objectives and Goals listed above.
- Require subcontractors to use CESH Best Practices in delivering direct services and to specifically use Housing First practices described in California Code of Regulations, title 25, section 8409, subdivision (b)(1)-(6).
- Monitor subcontractor progress toward achieving subcontract performance outcomes.
- Invoice COUNTY on a timely basis.
- Require subcontractors provide monthly metrics as described in 6.D. below.
- Provide monthly subcontractor outcome reports (accompaniment to invoices) on a timely basis.
- Participate in monthly Whole Person Care Social and Clinical case manager meetings.

CONTRACTOR will conduct activities as follows:

- A. **Salinas Site Specific Outreach** with homeless individuals with apparent mental illness who occupy specific Salinas places as their primary daytime and outdoor nighttime locations. A behavioral health clinician to navigate individuals into behavioral health/substance avoidance programs with coping skills, peer supports, motivational interviewing, and de-escalation interventions.
- B. **Navigation Center** providing homeless persons with hygiene facilities, individual case plans, and referrals to services and educational opportunities.
- C. **Housing Locator/Landlord Engagement** conducted by an individual with property management and/or housing rental experience who will identify appropriate housing opportunities, help participants understand lease and tenancy obligations, connect participants to suitable opportunities, and in conjunction with other team members, provide time-limited peripheral support of the participant to retain their new housing.
- D. **CESH Program Manager** to coordinate all City CESH – subcontractor activities, trouble-shoot and monitor all progress, and facilitate linkages between human service providers.
- E. **Provide, service, and supply handwashing stations** in mutually agreed locations in the City of Salinas to mitigate the spread of COVID-19. Costs associated with damage to or theft of handwashing stations are not included in this agreement.

V. Tasks and Responsibilities

CONTRACTOR will be engaged in services Monday through Friday, from approximately 8:00 am to 5:00 pm, for a total of 40 hours per week. Activity E, handwashing stations, will be serviced by a septic services contractor seven days per week.

CONTRACTOR will attend monthly WPC Social and Clinical partner meetings conducted by Monterey County Health Department and held at 1270 Natividad Road, Salinas, CA to stay informed of the activities of WPC partners.

VI. Monthly Subcontractor Outcomes Reports

- A. Monthly subcontractor outcome reports must accompany monthly invoices. All reports must be emailed to COUNTY WPC manager.
- B. No personally identifiable information or protected health information belonging to any CESH beneficiary as a result of this Agreement shall be included in any reports, spreadsheets, emails, or other communication materials shared with any County departments, employees, staff, or agents.
- C. A logic model, flow chart, or evaluation plan pertaining to this agreement shall be submitted to COUNTY WPC program manager for approval.
- D. Reports shall include subcontractor metrics as follows:

Salinas Site Specific Outreach Activity Subgrantee: Interim Inc.

Roster of client first name & last initial	Client DOB	# of client engagements conducted since last report	# new referrals to health/behavioral health since last report	# new referrals to SUD providers since last report	# new referrals to social services providers since last report	# new referrals to housing providers since last report
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Navigation Center Subgrantee: Community Homeless Solutions

Roster of client first name & last initial	Client DOB	# new case plans written or revisited with client since last report	# clients newly entered into HMIS/CARS since last report	# clients newly referred to health/behavioral health since last report	# clients newly referred to social services providers since last report	# clients newly referred to vocational/educational providers since last report
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Housing Locator/Landlord Engagement Subgrantee: City subcontractor

Roster of client first name & last initial	Client DOB	# landlords engaged since last report	# housing applications submitted since last report	# clients permanently housed since last report
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CESH Program Manager: City subcontractor

Monitor sub-contractor progress towards outcomes	# of Co-facilitated weekly subcontractor case conferencing	# collaborative meetings attended regarding housing availability/stock/access
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Handwashing Stations: City subcontractor

Stations are placed in mutually agreeable locations	Stations are serviced daily
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Exhibit B1: Payment and Billing Provisions

1. Payment Type:

Cost reimbursement related to subcontracting will be paid to CONTRACTOR based on monthly invoices up to and including the month of December 2020, with a total not-to-exceed obligation of \$482,999. Reimbursement for the provision, servicing, and supply of handwash stations will be made at a rate of \$18,165 per month through June 15, 2020, and at the same monthly rate of \$18,165 for each additional month requested by County, through December 31, 2020, for a total maximum liability of \$43,900 for this service.

2. Payment Authorization for Services: The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide services in accordance with the terms of this Agreement.

3. Payment Conditions:

A. Cost reimbursement will be made to CONTRACTOR on a monthly basis. Invoices for the preceding month shall be submitted no later than 30 days after the end of the prior month. Detailed monthly payment instructions are described in the County of Monterey Standard Agreement item 6.04.

- i. This Agreement is subject to non-federal fund matching requirements outlined in the Department of Health Care Services (DHCS) Whole Person Care Agreement (contract No. 16-14184-MO-27 dated June 27, 2017) with the County of Monterey in which intergovernmental transfer (IGT) funds will qualify for federal financial participation per 42 CFR 433, subpart B (specifically 433.50 Basis, scope, and applicability) which states:
 - (a) Basis: This subpart interprets and implements - (1) Section 1902(a)(2) of the Social Security Act which requires States to share in the cost of medical assistance expenditures and permit both State and local governments to participate in the financing of the non-Federal portion of medical assistance expenditures.
 - (2) Section 1903(a) of the Social Security Act, which requires the Secretary to pay each State an amount equal to the Federal medical assistance percentage of the total amount expended as medical assistance under the State's plan.
 - (3) Section 1903(w) of the Act, which specifies the treatment of revenues from provider-related donations and health care-related taxes in determining a State's medical assistance expenditures for which Federal Financial Participation (FFP) is available under the Medicaid program.
- ii. California WPC participating entities (i. e. COUNTY) will provide the nonfederal share through an intergovernmental transfer (IGT) to the state. The IGT funds are then matched by the federal government and the combined amount is made available to the lead entity that is then responsible for determining how those funds are utilized in the context of the WPC pilot.

- B. Intergovernmental **transfer of funds shall be conducted biannually upon notice made by COUNTY**. Within 30 days determining the mid-year or year-end payments due based on the aggregated midyear and annual invoices, COUNTY will issue requests to the CONTRACTOR for the necessary IGT amounts. The CONTRACTOR shall make IGT of funds to COUNTY in the amount specified within 7 days of receiving the COUNTY's request. If the IGTs are made within the requested timeframe, COUNTY will return the IGT funds to CONTRACTOR within 20 days after the initial transfers are made.
- C. In order to receive any payment under this Agreement, CONTRACTOR shall submit invoices and reports in such form as a General Ledger, Payroll Report, subcontractor invoices, and monthly progress report (described in Exhibit A, 6. Reporting) or other and as may be required by the County of Monterey Department of Health.
- D. All CONTRACTOR and subcontractor indirect costs are limited to no more than 5% of the administrative expenses only.
- E. CONTRACTOR shall submit monthly invoices on Cost Reimbursement Invoice Form (as appears below) to this Agreement, along with backup documentation specified in 3.A. above, to COUNTY so as to be in the COUNTY'S receipt no later than the last day of the month following the quarter of service. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.
- F. CONTRACTOR shall submit via email a monthly claim in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: Joe Ripley, RipleyJL@co.monterey.ca.us
- G. CONTRACTOR shall submit all invoices for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All invoices not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any invoice(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in invoices for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- H. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

- I. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- J. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.
- K. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

Exhibit C1: Budget and Maximum Obligation of the County

1. City of Salinas Subgrantee Activities

This budget breaks down into four distinct activities that are either sub-granted to community partners by CONTRACTOR or are individuals with whom CONTRACTOR has sub-contracted:

City of Salinas Subgrantee Activity Breakdown	Total
Salinas Site Specific Outreach Subgrantee: <i>Interim, Inc.</i>	\$55,271
Navigation Center Subgrantee: <i>Community Homeless Solutions</i>	\$172,628
CESH Program Manager: <i>City contractor</i>	\$51,364
Housing Locator/Landlord Engagement Subgrantee: <i>City contractor</i>	\$159,836
Handwashing stations	\$ 43,900
TOTAL Budget	\$ 482,999

2. Maximum Obligation of the County

Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$482,999** for services rendered under this Agreement. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

3. Billing and Payment Limitations

Adjustment of Invoices Based on Other Data and Information: The COUNTY shall have the right to adjust invoices based upon data and information that may include, but are not limited to, COUNTY'S invoice processing information system reports, remittance advices, and billing system data.

4. Authority to Act for the County

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee." invoices

Exhibit D1: Cost Reimbursement

Form Example of Cost Reimbursement Form:

EXHIBIT D: CWC COST REIMBURSEMENT INVOICE FORM Monterey County Health Department, Administration Bureau						
Contractor: <u>City of Salinas, CESH</u>		Invoice Number: _____				
Address Line 1	_____	County PONO: _____				
Address Line 2	_____	Invoice Period: _____				
Tel. No.:	_____					
Fax No.:	_____					
Contract Term:	<u>12/01/19 through 12/31/20</u>	(Check if Yes)	<input type="checkbox"/>			
Service Description	Rates of Payment	Total Contract Amount FY	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
TOTALS						
<p>I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract claims that are maintained in our office at the services and claims represented in this invoice are available upon request.</p>						
Signature: _____		Date: _____				
Title: _____		Telephone: _____				
Email to: Joe Ripley, Finance Manager, at RipleyJL@co.monterey.ca.us		Authorization for Payment				
		Authorized Signatory _____				Date _____

NOTE: All invoices must be accompanied by a general ledger report indicating all Salaries, Wages, and Fringe benefits, all Operating expenses including rentals, leases, supplies, and services, taxes, fees, and all Indirect Costs.

