

**AMENDMENT No. 1 TO AGREEMENT FOR SERVICES
COUNTY OF MONTEREY & SUN STREET CENTERS**

THIS AMENDMENT No. 1 is made to the AGREEMENT for services by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and the **Sun Street Centers**, hereinafter “CONTRACTOR”.

WHEREAS, CONTRACTOR agrees to provide case management and access services per agreement dated December 30, 2020, in the amount of \$87,940.00 for the term January 1, 2021 through May 31, 2021, in collaboration with COUNTY’S Whole Person Care and Targeted Case Management programs, and

WHEREAS, COUNTY and CONTRACTOR wish to amend the AGREEMENT to extend services through December 31, 2021, increase the total maximum obligation by \$123,116 and revise Exhibit A, Scope of Services, Exhibit B, Payment and Billing Provisions, Exhibit C, Budget and Maximum Obligations and Exhibit D, Cost Reimbursement Form to meet the current service needs for the extended term.

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 shall not exceed the sum of \$87,940.*” And replacing it with “*The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed \$211,056*”.
2. EXHIBIT A-1: Scope of Services/Payment Provisions replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
3. EXHIBIT B-1: Payment and Billing Provisions replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
4. EXHIBIT C-1: 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 C-1.

Sun Street Centers Agreement for WPC Access Specialist

Amendment #1

Maximum Obligation: \$211,056.00

Term: January 1, 2021 – December 31, 2021

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5. 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.
6. A copy of the AMENDMENT shall be attached to the original AGREEMENT fully executed by COUNTY on December 30, 2020.

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

MONTEREY COUNTY

CONTRACTOR – Sun Street Centers

Contracts/Purchasing Officer

By: Valerie Smith
Signature of Chair, President, or Vice-President

Dated:

Valerie Smith President
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 4/26/2021 | 4:45 PM PDT
Auditor-Controller

By: Gary Giboney Chief Deputy Auditor-Controller
Deputy Auditor/Controller

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

Dated: 4/27/2021 | 3:45 PM PDT

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: 4/27/2021 | 11:26 AM PDT

Dated:

Approved as to Form:

By: Stacy Saetta Deputy County Counsel
Deputy County Counsel

Dated: 4/27/2021 | 3:44 PM PDT

Approved:

Department Head

Dated:

*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.

Sun Street Centers Agreement for WPC Access Specialist
Amendment #1
Maximum Obligation: \$211,056.00
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Exhibit A-1: Program Plan

1. Program Name: Whole Person Care Access Specialist (WPCAS)

2. Program Description:

Address of Delivery Sites: Initiating at 1270 Natividad Road, Salinas, CA, 93906, and serving all of Monterey County

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

Limitation of Service: Whole Person Care enrollees, as assigned

The purpose of WPC-AS is to assist persons experiencing homelessness by advocating for them and facilitating their access to pharmacies and medical, behavioral health, and/or Department of Social Services appointments, and other agencies and organizations that will further their efforts to achieve their goals for housing, health, and well-being. WPC enrollees are case managed by a network of health, behavioral health, social services, housing placement and supports, and other homeless services case managers, with MCHD Public Health Nurse Case Management Teams in the lead position.

The Whole Person Care (WPC) Pilot Program 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, 2021. The initial 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.

3. Program Goals

The WPCAS goals are to (1) work collaboratively and at the direction of WPC staff to facilitate the health and wellbeing of enrollees, (2) provide transportation and accompany WPC enrollees to health and social services appointments or other agencies and organizations as requested by WPC staff, (3) assist enrollees with the completion of applications and registrations to facilitate their access to housing, social service benefits, training, and employment.

4. Scope of Work

At the direction of the WPC Supervising Public Health Nurse, the WPCAS will support MCHD Public Health Case Management Teams by providing transportation and accompanying WPC enrollees to:

- Pharmacies and medical, behavioral health, and/or Department of Social Services appointments,
- Housing agencies such as Central Coast Center for Independent Living, Housing Resource Center, and the Housing Authority of Monterey County
- banks or money order locations to withdraw funds,
- locations providing employment registration services such as the Monterey County Office for Employment Training, CalWORKS Employment Services, the Employment Development Department, and Goodwill Career Centers.

The WPCAS, having familiarity with characteristics of homeless people, will work with chronically homeless persons who are well-adapted to living outside of mainstream social norms. In their role of Access Specialist, the WPCAS will act as an advocate for the WPC enrollee to agencies, service providers, landlords, and other entities while guiding them in overcoming barriers to wellness, homelessness, and independent living. The WPCAS may be asked to assist WPC enrollees in completing rental application, housing discrimination, or eviction forms to facilitate their access to housing and homeless services. The WPCAS **will not** directly provide healthcare services or mandate the activities of the enrollees assigned to their aid.

The WPCAS will be asked to transport and accompany WPC enrollees to:

- canvass areas with low income very low income housing to identify posted rental opportunities,
- locations in the pursuit of housing opportunities that may include submitting rental applications to landlords/property managers,
- appointments at the Monterey County Housing Authority, CCCIL, Housing Resource Center, and other locations providing housing placement and support services.

The provision of WPCAS services, in support of the County's WPC Program, shall consist of contract management and communications, recruitment and hiring, payment processing, and the delivery of timely, quality services.

5. Tasks and Responsibilities

WPCAS 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.

WPCAS will attend daily WPC nurse case management team huddles at 1270 Natividad Road to receive assignments. WPCAS may be asked to contact enrollees by telephone to set up and/or confirm appointments and activities.

WPCAS will keep a daily log of all activities in a format provided by MCHD to capture enrollee name, purpose of activity, duration of service, miles traveled, and destinations. Copies of the daily logs must be submitted with CONTRACTOR's monthly invoice in a HIPAA-compliant manner

WPCAS and the CONTRACTOR's representative will attend regularly-scheduled WPC Social/Clinical meetings to stay informed of the activities of WPC partners

6. Reporting

CONTRACTOR will adhere to monthly reports using a reporting form provided by County that details the number of completed WPCAS encounters. Reports are due on or before 4 pm on the 10th of each month for the preceding month. If the date falls on the weekend, the report will be due on the following business day. Reports should accompany invoicing and receipts and may be submitted by email. A copy of all reports and invoices must be emailed to the County WPC manager.

CONTRACTOR will strictly adhere to all requirements set forth in the reporting form, including those relating to confidential and secure storage and transmission of Personally Identifiable Information (PII).

Exhibit B-1: Payment and Billing Provisions

1. **Payment Type:** Cost reimbursement up to the maximum contract amount, on a monthly basis.
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 care and services in accordance with the terms of this Agreement.
3. **Payment Conditions:**
 - A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health. Specifically, **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.**
 - B. CONTRACTOR shall submit monthly claims on Cost Reimbursement Invoice Form provided as Exhibit D, to this Agreement, along with backup documentation **specified in 3.A. above**, on a monthly basis, to COUNTY so as to be in the COUNTY'S receipt no later than the thirtieth (30th) day of the month following the month 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.
 - B. CONTRACTOR shall submit via email a monthly claim using Exhibit D, Cost Reimbursement Invoice Form 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
 - C. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims 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 claim(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 claims 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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 C-1: Budget and Maximum Obligation of the County

1. 12-Month Budget and Expenditure Summary:

Sun Street Centers		
Whole Person Care - Access Specialist		
Budget Proposal		
Revenue	Amount	
Monterey County	\$	137,666.59
TOTAL REVENUE		137,666.59
Expenses	Amount	Budget Justification
SALARIES & WAGES		
Program Director	6,674.72	Provides broad oversight of project. 10% of Program Director's salary. 10% x \$32.09/hour x 40 hrs/week x 52 weeks
Access/Case Management Specialist - Vacant	46,716.80	New hire required to carry out project. \$22.46/hour x 40 hours/week x 52 weeks
Fringe/Benefits	16,551.37	Sun Street's fringe benefits for full-time employees calculated as follow: FICA 7% Social Security 6% Insurance 8% Retirement 10% TOTAL 31%
TOTAL SALARIES/FRINGE	69,942.89	
OPERATING		
Rent	12,600.00	Building rent 50% of \$2100/month x 12 months
Vehicle Lease		
Lease	4,800.00	Leased vehicle needed for project to transport patients. \$400/month x 12 months Estimate based on historical data of current Toyota Financial Services lease
Taxes & Fees	420.00	Taxes associated with new leased vehicle \$35/month x 12 months
Licensing	281.00	Vehicle registration DMV \$281 annually
Insurance	1,800.00	Auto insurance \$150/month x 12 months
Fuel	20,300.00	Cost of fuel to transport patients. 35,000 miles x \$0.58
Alarm System	300.00	50% security system - Vivint Alarm \$50/month x 12 months

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Expenses	Amount	Budget Justification
Contractual - IT Support	2,262.00	50% contractual IT support \$377/month x 12 months
Household Supplies	402.00	50% household supplies includes items for cleaning, toiletry items \$67/month x 12 months
Office Supplies	600.00	General office supplies needed for operation of the project \$50/month x 12 months
Program Materials	125.00	Expenses for program materials \$125/year
Telephone	1,212.00	50% of telephone/communications/cell phone expense \$202/month x 12 months
Utilities	1,890.00	50% of electric (PG&E) \$315/month x 12 months
Internet/Cable	357.19	50% of internet connectivity (AT&T) for office support \$59.53/month x 12 months
Garbage/Water	960.00	Services - 50% of waste management (Republic Services) and water (California Water) average \$160/month x 12 months
Repair & Maintenance	180.00	50% of supplies for repair/maintenance of bldg, IT anti-spam licensing \$30/month x 12 months
Copier Machines - Rental	1,278.00	50% of equipment rental and costs for copies, average \$213/month x 12 months
Indirect	17,956.51	General & administrative 15% of grant proposal
TOTAL OPERATING	\$ 67,723.70	
TOTAL EXPENSES	\$ 137,666.59	

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 **\$175,880.00** for services rendered under this Agreement.

Term	# of Months	Billable per Month	Total FY
January 1-December 31, 2021	12	\$17,588.00	\$211,056.00
TOTAL AGREEMENT MAXIMUM LIABILITY			\$211,056.00

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.

2. Billing and Payment Limitations

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

3. 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."

Exhibit D-1: Cost Reimbursement Form

Example of Cost Reimbursement Form:

EXHIBIT D: WPC-AS COST REIMBURSEMENT INVOICE FORM Monterey County Health Department, Administration Bureau						
		Invoice Number:				
Contractor:	Sun Street Centers					
Address Line 1	11 Peach Drive		County PO No:			
Address Line 2	Salinas, CA 93901					
			Invoice Period:			
Tel. No.:	(831) 753-5144					
Fax No.:						
Contract Term:	1/1/21 through 12/31/21		(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 these services and claims represented in this invoice are available upon request.</p> <p>Signature: _____ Date: _____</p> <p>Title: _____ Telephone: _____</p> <p>Email to: Joe Ripley, at RipleyJL@co.monterey.ca.us</p> <p style="text-align: center;">Authorization for Payment</p> <p style="text-align: center;">Authorized Signatory _____ Date _____</p>						

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.