

COUNTY OF MONTEREY

AMENDMENT # 1 to Agreement #A-13245

Franciscan Workers of Junipero Serra

ORIGINAL

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Franciscan Workers of Junipero Serra (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for continued expanded operations of Dorothy's Place Drop-in Center and Case Management Services in Monterey County, between the parties executed on July 27, 2016 (hereinafter, "Original Agreement ") by **adding \$200,000, effective March 1, 2017, to continue expanded operations of Dorothy's Place Drop-in Center and Case Management Services increasing the total contract amount to \$477,087.** Therefore, the parties agree:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA**, in conformity with the terms of this Agreement. The services are generally described as follows: **continue expanded** operation of Dorothy's Place Hospitality Center to support the homeless population in Salinas, including shelter, meals, clothing, hygiene supplies, laundry, restrooms, showers, and case management services.

2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:

2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of **\$477,087.00.**

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3. Section 4.0 of the Original Agreement **SCOPE OF SERVICES AND ADDITIONAL PROVISIONS** is amended to read as follows:

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit AA	Scope of Services/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit CC	Program Budget
Exhibit DD	Invoice
Exhibit E	Child Abuse Reporting Certification
Exhibit F	Elder Abuse Reporting Certification
Exhibit G	HIPAA Certification
Exhibit H	Lobbying Certification
Exhibit I	Audit Requirements

4. Sections 1.01, 1.03 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

1.01 Monthly Claims by CONTRACTOR: Not later than the tenth (10th) day of each month CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit DD**.

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement as set forth in the budget, attached hereto as **Exhibit CC**. Only the costs listed in **Exhibit CC** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

2.01 Outcome objectives and performance standards: CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA** unless prevented from doing so by circumstances beyond CONTRACTOR's control including, but not limited to, natural disasters, fire, theft and shortages of necessary supplies or materials due to labor disputes.

5. Exhibits A, C, and D of the Original Agreement are rescinded, and replaced by **Exhibits AA, CC and DD**, attached.


If there is any conflict or inconsistency between the provisions of the AGREEMENT or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

CONTRACTOR:

By: 
Elliott Robinson, Director
Dept. of Social Services

FRANCISCAN WORKERS OF JUNIPERO SERRA

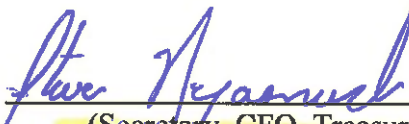
By: 
(Chair, President, Vice-President)

Date: 4/17/17

Daniel E Grotke President
(Print Name & Title)

Date: 2/16/17

Approved as to Form:

By: 
(Secretary, CFO, Treasurer)


Deputy County Counsel

Steve Nyasmich Sec.
(Print Name and Title)

Date: 3-9-17

Date: 2/21/17

Approved as to Fiscal Provisions:


Auditor-Controller's Office

Date: 3/9/17

SCOPE OF SERVICES/PAYMENT PROVISIONS

FRANCISCAN WORKERS OF JUNIPERO SERRA

- A. TOTAL FUNDING: **\$477,087**
- B. CONTRACT TERM: *July 1, 2016 - June 30, 2017*
- C. CONTACT INFORMATION:
- County Contract Monitor: Monterey County Department of Social Services
Lauren Miller, Management Analyst
1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 796-3584 Fax: (831) 755-8477
millerl@co.monterey.ca.us
- Contractor Information: Franciscan Workers of Junipero Serra
Jill Allen, Executive Director
P. O. Box 2027 Salinas, CA 93902-2027
Phone: (831) 578-4198 Fax: (831) 757-2173
jill.allen@dorothysplace.org
- Location of Services: Dorothy's Place Hospitality Center
30 Soledad Street Salinas, CA 93901
Phone: (831) 578-4198 Fax: (831) 757-2173

D. BACKGROUND

Franciscan Workers of Junipero Serra was incorporated in 1982 to serve the lowest income and most marginalized people in Salinas. It began as a soup kitchen, progressed into providing a day shelter for the homeless, and now provides four (4) core programs from its facility at 30 Soledad St in the Salinas Chinatown area, known as Dorothy's Place Hospitality Center.

E. DESCRIPTION OF SERVICES

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

- E.1 CONTRACTOR shall continue hours of operation for Dorothy's Place Hospitality Center to 10.5 hours/day, 7 days/week, opening at 7:30 am and closing at 6 pm (one hour before Women Alive Emergency Shelter opens in the same space).
- E.2 CONTRACTOR will provide a warm, dry shelter during the day with meals, showers, restrooms, laundry, mail, phone, clothing, and hygiene supplies in the same facility.
- E.3 CONTRACTOR will conduct the Vulnerability Assessment (VI-SPDAT) for homeless residents and connect health vulnerable homeless residents with the Coordinated Assessment and Referral System (CARS). **CONTRACTOR will refer those individuals meeting Whole Person Care Pilot criteria to Monterey County Health**

SCOPE OF SERVICES/PAYMENT PROVISIONS

Department Whole Person Care for additional services. Whole Person Care Pilot criteria:

1. **High users of hospital emergency and inpatient services**
2. **Exclusively homeless/chronically homeless**
3. **Medi-Cal recipients or Medi-Cal eligible with no medical home**
4. **Plus 3 or more of the following characteristics**
 - a. **Diagnosed mental illness**
 - b. **Four or more chronic health diagnoses in the prior year**
 - c. **Diagnosed substance abuse disorder**
 - d. **Two or more chronic health diagnoses**
 - e. **Three or more emergency department visits within six months**
 - f. **Two or more hospital admissions within prior six months**
 - g. **Five or more significant medications prescribed**

E.4 CONTRACTOR shall provide expanded case management services with the goal of using services as motivation for individuals and families to seek a way out of encampment living. CONTRACTOR shall work with Monterey County Health Department Whole Person Care personnel regarding case coordination and case management for clients meeting Whole Person Care Pilot criteria.

F. REPORTING INSTRUCTIONS & SUBMISSION

F.1 CONTRACTOR shall submit a written report describing services performed that includes the following indicators:

1. **Number of Individuals Served**
2. **Number of People Engaged in Case Management Services**
3. **Demographics**
4. **Outcomes**
5. **Challenges**
6. **Lessons Learned**
7. **Identification of individuals and services provided for those enrolled in the Whole Person Care Pilot**

F.2 CONTRACTOR shall submit the written report to the COUNTY by July 15, 2017.

**F.3 CONTRACTOR shall submit all reports via e-mail to the County Contract Monitor:
- Lauren Miller at millerl@co.monterey.ca.us**

G. PAYMENT PROVISIONS

County shall pay CONTRACTOR according to the terms set forth in Section 6, PAYMENT CONDITIONS, of this Agreement.

SCOPE OF SERVICES/PAYMENT PROVISIONS

Amendment #1, adding \$200,000 shall be effective March 1, 2017 for expenses incurred from March 1, 2017 through June 30, 2017.

The maximum amount payable by County to CONTRACTOR under this Agreement shall not exceed **four hundred seventy-seven thousand and eighty-seven dollars (\$477,087).**

G.1 INVOICING INSTRUCTIONS & SUBMISSION

CONTRACTOR shall submit original signed invoices semi-monthly with supportive documentation to the COUNTY setting forth the amount claimed no later than 10 days after the end of each semi-monthly invoiced period, with the final invoice due no later than July 10, 2017.

The invoice shall be submitted on the form set forth in **Exhibit DD**.
All original invoices shall be mailed to:

Monterey County Department of Social Services
Attn: Lauren C. Miller, Management Analyst
1000 S. Main St, Suite 301
Salinas, CA 93901

Per Exhibit B, Section VI of this Agreement, funding is contingent on State and Federal funding. Federal Funds – Federal Catalog # 93.569

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July 1, 2016 - June 30, 2017

Agency Name Franciscan Workers of Junipero Serra

Expense Categories	Homeless Day Center 7/1/16 - 6/30/17 \$277,087.00	Amendment #1 3/1/17 - 6/30/17 \$200,000.00	Total Budget \$477,087.00
Wages	\$ 184,123.00	\$ 138,600.00	\$ 322,723.00
Benefits	\$ 77,914.00	\$ 43,934.00	\$ 121,848.00
Supplies & Facility Costs	\$ 15,050.00	\$ 17,466.00	\$ 32,516.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Program Total	\$ 277,087.00	\$ 200,000.00	\$ 477,087.00

Budget Narrative

Expense Category	Line Item narrative
Wages	7 advocates, \$15/hr, \$88,270.00 4 case managers, \$16/hr, \$48,533.00 Case manager clinical supervision (no benefits), \$24,267.00 Program manager, \$19/hr, \$23,053.00 Amendment #1 5 advocates, \$15/hr for 40 hr/wk, \$63,000.00 4 case managers, \$16/hr for 35 hr/wk, \$47,040.00 Case manager clinical supervision (no benefits), \$30/hr for 20 hr/wk, \$12,600.00 Program manager, \$19/hr for 40 hr/wk, \$15,960.00
Benefits	Medical/dental/vision insurance, \$62,171.00 Payroll taxes (social security, MediCal, state disability), \$15,743.00 Amendment #1 Medical/dental/vision insurance, \$32,622.00 Workers comp, \$6,784.00 Payroll taxes (social security, MediCal, state disability), \$4,528.00
Supplies & Facility Costs	Liability insurance, \$1,316 Operating supplies, \$1,400.00 Building repairs & maintenance (incl. restroom repairs), \$14,000.00 Utilities (Comcast, Verizon), \$750 Amendment #1 Operating supplies, \$7,117.00 Building repairs & maintenance, \$2,333.00 Utilities (water, sewer, PG&E, Comcast, Verizon), \$5,600.00

**Franciscan Workers of Junipero Serra
Community Action Partnership Invoice
July 1, 2016 - June 30, 2017**

Exhibit DD

Invoice Period:

Expense Categories	Total Budget	Homeless Day Center	Total Monthly Expenses	FY to Date Expenses	Balance Remaining
Wages	\$ 322,723.00	-	\$ -	\$ -	\$ 322,723.00
Benefits	\$ 121,848.00	-	\$ -	\$ -	\$ 121,848.00
Supplies & Facility	\$ 32,516.00	-	\$ -	\$ -	\$ 32,516.00
	\$ -	-	\$ -	\$ -	\$ -
	\$ -	-	\$ -	\$ -	\$ -
	\$ -	-	\$ -	\$ -	\$ -
Total	\$ 477,087.00	-	\$ -	\$ -	\$ 477,087.00
Total Budget	\$ 477,087.00	477,087.00			
Year to Date					
Balance Remaining		477,087.00			

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice

Title

Phone #

Authorizing Signature / Date

Monterey County Authorized Signature / Date

Remit To:
Franciscan Workers of Junipero Serra
PO Box 2027 Salinas, CA 93902-2027