

### **Amendment No. 3**

To Agreement by and between  
The County of Monterey, on behalf of the Monterey County Health Department,  
hereinafter referred to as "County"  
AND  
Greg Facktor & Associates LLC, hereinafter referred to as "CONTRACTOR"

This Amendment No. 3 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Greg Facktor & Associates LLC, hereinafter referred to as "CONTRACTOR".

#### **RECITALS:**

**WHEREAS**, the COUNTY and CONTRACTOR have heretofore entered into an Agreement to provide Federally Qualified Health Center (FQHC) consulting services for the period of October 1, 2021 to June 30, 2023 and for an amount not to exceed \$94,000 ("Agreement"); and

**WHEREAS**, on February 1, 2023, the COUNTY and CONTRACTOR entered into Amendment No. 1 to increase the amount of the Agreement by \$104,500 and extend the term of the Agreement to December 31, 2023, for a new term of October 1, 2021 through December 31, 2023, and a new maximum COUNTY obligation of \$198,500; and

**WHEREAS**, on May 26, 2023, the COUNTY and CONTRACTOR entered into Amendment No. 2 to include a Business Associate Agreement; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend this Agreement to increase the amount of the Agreement by \$198,000 and extend the term of the Agreement to December 31, 2025, for a new term of October 1, 2021 through December 31, 2025, and a new maximum COUNTY obligation of \$396,500.

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

1. Section 2.0. Section 2, PAYMENT CONDITIONS, is hereby amended and restated to read in its entirety as follows:

**"2.0 PAYMENT PROVISIONS:**

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 County to CONTRACTOR under this Agreement shall not exceed the sum of **\$396,500.**"

2. Section 3.01. Section 3.01, TERM OF AGREEMENT is hereby amended and restated to read in its entirety as follows:

“3.01. The term of the Agreement is from October 1, 2021, through December 31, 2025, 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 the Agreement.”

3. EXHIBIT A – Scope of Services/Payment Provisions, is amended and replaced in its entirety with Amendment No. 3 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 3 to EXHIBIT A.
4. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
5. This Amendment No. 3 shall be effective January 1, 2024.
6. A copy of this Amendment No. 3 shall be attached to the original Agreement executed by the COUNTY and CONTRACTOR on October 1, 2021.

**IN WITNESS WHEREOF**, County and CONTRACTOR have executed this Amendment No. 3 as of the day and year written below.

By: DocuSigned by:  
Debra R. Wilson  
 7B741937AA0D41B...  
 Contracts/Purchasing Officer  
 Date: 11/13/2023 | 9:41 AM PST

By: \_\_\_\_\_  
 Department Head (if applicable)

Date: \_\_\_\_\_

By: N/A  
 Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>  
DocuSigned by:  
 By: Stacy Satta  
 C0ECE1B99F444A9...  
 County Counsel  
 Date: 11/13/2023 | 9:01 AM PST

Approved as to Fiscal Provisions<sup>2</sup>  
DocuSigned by:  
 By: Jennifer Forsyth  
 4E7E657875454AE...  
 Auditor/Controller  
 Date: 11/13/2023 | 9:31 AM PST

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
 Risk Management

Date: \_\_\_\_\_

## CONTRACTOR

Greg Facktor & Associates  
Contractor's Business Name\*  
DocuSigned by:  
 By: Darrell Gardner  
 FR9FC05F580349F...  
 (Signature of Chair, President, or Vice-President) \*  
 Darrell Gardner, Partner

\_\_\_\_\_  
 Name and Title

Date: 11/9/2023 | 8:52 AM PST

By: DocuSigned by:  
Gregory A. Facktor  
 F1DE0070559847E...  
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer) \*  
 Gregory A. Facktor

\_\_\_\_\_  
 Name and Title

Date: 11/9/2023 | 8:56 AM PST

\*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.

<sup>1</sup>Approval by County Counsel is required <sup>2</sup>Approval by Auditor-Controller is required <sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

Greg Facktor & Associates  
 Amendment No. 3 to Agreement  
 NTE: \$396,500.00

## **AMENDMENT NO.3 TO EXHIBIT A**

To Agreement by and between  
The County of Monterey, on behalf of the Monterey County Health Department,  
hereinafter referred to as "County"  
AND  
Greg Facktor & Associates LLC, hereinafter referred to as "CONTRACTOR"

### **Scope of Services / Payment Provisions**

#### **A. SCOPE 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:

##### **I. SAC Application**

The development and submission of a Service Area Competition (SAC) application pursuant to a Notice of Funding Opportunity (NOFO) expected to be released in late 2021 with an expected application due date of February 2022 (Grants.gov) and March 2022 (HRSA EHB). The project will include:

1. Development of a work plan with initial assignments.
2. Set up of Dropbox file sharing system and protocols.
3. Needs Assessment development (if requested).
4. Application narrative development.
5. Service Area map and tables from UDS Mapper.
6. Fiscal and clinical measures.
7. Budget and utilization forecasts.
8. Required forms and attachments.
9. Electronic Handbook (EHB) entry.
10. Overall project management.

##### **II. Needs Assessment**

The development of a formal Needs Assessment consistent with HRSA Health Center Program requirements.

##### **III. Health Center Finance and Compliance Consulting Support**

As requested by County, CONTRACTOR will provide finance and HRSA compliance consulting support, consistent with Section 330 requirements. Additionally, CONTRACTOR will provide guidance with respect to accessing New Market Tax Credits. CONTRACTOR will provide estimate of hours and rate prior to providing services for identified special projects.

##### **IV. Alternative Payment Model (APM) Consulting Support**

As requested by County, CONTRACTOR shall provide assessments, negotiation support and participation assistance to County for the Alternative Payment Model project. CONTRACTOR will provide estimate of hours and rate prior to providing services for identified deliverables.

**V. HRSA Scope of Services Consulting Support**

As requested by County, CONTRACTOR shall conduct a strategic planning process with MCHD Clinic Services. CONTRACTOR will provide estimate of hours and rate prior to providing services for identified deliverables.

**VI. Strategic Planning Process**

CONTRACTOR shall deliver a project design to conduct a strategic planning process with County. The process includes, but not limited to, the following components:

1. Review of Need Data and Previous Strategic Plan.
2. Stakeholder Interviews.
3. SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats).
4. Goals & Strategies.
5. Strategic Planning Retreat.
6. Three-Year Strategic Plan.

**B. PAYMENT PROVISIONS / COMPENSATION**

County shall pay an amount not to exceed **\$396,500** 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:

**I. SAC Application and APM Model Support Projects:**

<b>Process:</b>	<b>Project Total Cost Summary</b>	<b>Cost:</b>
SAC Application	Project fee is payable in 4 equal installments. The initial installment of \$11,225 is due upon commencement of the project. Subsequent installments will be due prior to submission of the application, with the final installment due following final submission of the SAC application.	\$44,900
Needs Assessment + Data	Project fee of \$6,900 (plus data costs of \$2,200). Project fee is payable in 2 installments of \$3,450, with the first installment due prior to commencement of the project and the 2 <sup>nd</sup> installment due upon delivery of the completed Needs Assessment to County.	\$9,100
Finance and Compliance Support	Consulting support will be provided at discounted hourly rates noted under hourly billable rates at a cost: NTE \$66,000.	\$66,000
Alternative Payment Model (APM) Support	Consulting support will be provided at discounted hourly rates noted under hourly billable rates at a cost: NTE \$62,500.	\$62,500

HRSA Scope of Services Support	Consulting support will be provided at discounted hourly rates noted under hourly billable rates at a cost: NTE \$16,000.	\$16,000
<b>Total</b>		<b>\$198,500</b>

II. Strategic Planning Services Project:

<b>Strategic Planning Process:</b>	<b>Estimated Hours</b>	<b>Hourly Rate</b>	<b>Total Estimated Cost</b>
Review Need Data and Current Strategic Plan	5	\$295	\$1,475
Stakeholder Interviews	16	\$295	\$4,720
SWOT	10	\$295	\$2,950
Goals & Strategies	15	\$295	\$4,425
Strategic Planning Retreat	14.5	\$295	\$4,278
Three-year Strategic Plan	21	\$295	\$6,195
<b>Total Project Cost:</b>	<b>81.5</b>	<b>\$295</b>	<b>\$24,043</b>

III. For other services not expressly handled under a project fee, as noted above, professional consulting time is billed on a time & expense basis as follows:

<b>Discounted Billable Hourly Consulting Rate per Time Period</b>				
<b>Title</b>	<b>From October 1, 2021 – June 30, 2023</b>	<b>From July 1, 2023 – December 31, 2023</b>	<b>January 1, 2024 – December 31, 2025</b>	<b>Total NTE:</b>
Partners	\$325	\$365	\$410	\$168,957
Sr. Directors	\$265	\$295	\$365	
Directors	\$250	\$280	\$335	
Sr. Managers	\$230	\$265	\$305	
Managers	\$225	\$250	\$280	
Sr. Associates	\$210	\$230	\$255	
Associates	\$185	\$205	\$235	
Sr. Advisors	\$210 - \$315	\$230 - \$350	\$260 - \$395	

## IV. Other Reimbursable Expenses:

<b>Reimbursement for Expenses</b>	County shall reimburse CONTRACTOR for all actual and necessary expenses for the following items: (a) Postage and delivery (b) Photocopying (\$0.15 per page, \$0.45 for color) (c) Other expenses when approved in advance. To be billed monthly.
<b>Travel</b>	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 <a href="http://www.co.monterey.ca.us/auditor/policies.htm">www.co.monterey.ca.us/auditor/policies.htm</a> . To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. <b>Travel under this Agreement shall not exceed \$5,000.</b>

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.

CONTRACTOR will use best efforts to minimize out of pocket expenses. Data expenses for projects may be provided by third party sources, are passed directly through to the County, and only incurred with prior County approval.

County has been extended discounted rates normally afforded community clinic / non-profit organizations.

## C. 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.

CONTRACTOR shall submit invoices to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the County to the following:

Clinic Services Invoices e-mail to:

[CS\\_Finance@co.monterey.ca.us](mailto:CS_Finance@co.monterey.ca.us)

Clinic Services Invoices mail to:

Monterey County Health Department

Health Business Services - Accounting  
1441 Schilling Place  
South Building – First Floor  
Salinas, CA 93901

CONTRACTOR shall submit invoice monthly, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the 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 invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

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.