

Funding Agreement per County of Monterey Resolution 16-093

**RENEWAL AND AMENDMENT NO. 2
TO FUNDING AGREEMENT
BETWEEN HEALTHCARE FOUNDATION OF NORTHERN AND CENTRAL CALIFORNIA
AND
NATIVIDAD MEDICAL CENTER
FOR
FUNDING CONTRIBUTION FOR MEDICAL RESPITE PROGRAM**

This Renewal and Amendment No. 2 to the Funding Agreement ("Agreement") which was effective on April 19, 2016 is entered into by and between the County of Monterey ("County"), on behalf of Natividad Medical Center ("NMC"), and Healthcare Foundation of Northern and central California ("Healthcare Foundation"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of NMC and Healthcare Foundation had previously entered into a Funding Agreement for monetary contribution by NMC to Healthcare Foundation for a Medical Respite Program (MRP) for homeless persons in Monterey County with a one year term effective on April 19, 2016 and a total obligation of \$105,000; and

WHEREAS, the Agreement expired on April 18, 2017; and

WHEREAS, the County of Monterey on behalf of NMC and Healthcare Foundation amended the Agreement on October 10, 2017 via Renewal and Amendment No. 1 for assisting in meeting the direct cost Medical Respite Program (MRP) for homeless persons in Monterey County (Resolution No. 16-093), to renew and extend the agreement an additional fourteen (14) month period (April 19, 2017 through June 30, 2018) for a revised full agreement term of April 19, 2016 through June 30, 2018 and adding \$93,500 for a total obligation of \$198,500; and

WHEREAS, the Agreement expired on June 30, 2018; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms to extend the term through June 30, 2021 to allow for three (3) additional years of funding contribution for the MRP, for a revised full Agreement term of April 19, 2016 through June 30, 2021 and to add an additional \$300,000, for a revised total contribution amount of \$498,500.

AGREEMENT

NOW, THEREFORE, the Parties agree to renew and amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Agreement except as specifically set forth below.

1. Paragraph 4, "AMOUNT OF FUNDING" shall be amended to the following:

"The funding contribution payable from County to Healthcare Foundation under this Agreement for the period April 19, 2016 through June 30, 2021 shall not exceed a total contribution of Four Hundred Ninety Eight Thousand Five Hundred Dollars (\$498,500). The funding shall be made available in accordance with the terms set forth herein".

2. Paragraph 5 "PAYMENT OF FUNDING" shall be amended to the following:

"The Healthcare Foundation Accounting Department shall generate an invoice to County for review and approval. The invoices shall each set forth the amounts claimed by Healthcare Foundation, together with an itemized basis for the amounts claimed and such other information pertinent to the invoice for that time period billed. The County shall certify each 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 invoices to the County Auditor-Controller for payment. The County Auditor-Controller shall pay each certified invoice within 30 days of receiving said invoice".

3. Paragraph 10 "TERM OF AGREEMENT" shall be amended to the following:

"The term of this Agreement shall commence on April 19, 2016 and continue through and including June 30, 2021 ("Term")".

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Renewal and Amendment No. 1 are unchanged and unaffected by this Renewal and Amendment No. 2 shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Renewal and Amendment No. 2 shall be attached to the Original Agreement.
6. This Renewal and Amendment No. 2 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Renewal and Amendment No. 2 on the basis set forth in this document and have executed this Renewal and Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 5/17/19

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Chief Deputy Auditor/Controller

Date: 5-17-19

**HEALTHCARE FOUNDATION OF
NORTHERN AND CENTRAL
CALIFORNIA**

By: Bryan J. Bucklew
Bryan J. Bucklew, President and CEO

Date: 5-9-2019

By: _____

Name and Title

Date: _____

*****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 (two signatures required).

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 (two signatures required).

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 (one signature required).