

**RENEWAL AND AMENDMENT NO. 4
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY, FOR SERVICES
AT THE MONTEREY COUNTY HEALTH
DEPARTMENT AND
COMMUNITY FOUNDATION FOR
MONTEREY COUNTY**

THIS RENEWAL AND AMENDMENT NO. 4 to AGREEMENT No. A-15418 is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **COMMUNITY FOUNDATION FOR MONTEREY COUNTY (CFMC)** (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on February 10, 2021, the COUNTY and CONTRACTOR entered into an Agreement for the provision of management and implementation of the Virus Integrated Distribution of Aid (VIDA) Project, formerly known as the Community Outreach and Education Pilot Project ("Pilot Project") for the term of January 1, 2021 through June 30, 2021 and in the amount of \$4,989,651; and

WHEREAS, on July 12, 2021, the COUNTY and CONTRACTOR entered Amendment No. 1 to the AGREEMENT, to extend the term to September 30, 2021; and

WHEREAS, on September 28, 2021, the COUNTY and CONTRACTOR entered Amendment No. 2 to the AGREEMENT, to extend the term to March 31, 2022; and

WHEREAS, on March 29, 2022, the COUNTY and CONTRACTOR entered Amendment No. 3 to the AGREEMENT, to increase the maximum contract liability of AGREEMENT by \$1,570,012 for an amount not to exceed \$6,559,663, to extend the term to December 31, 2022 and replace section B.2 CONTRACTOR Deliverables and C.1.1 PAYMENT PROVISIONS in **Exhibit A, Purpose of Funding/Scope of Services/Payment Provisions**; and

WHEREAS, the AGREEMENT expired by its terms on December 31, 2022; and

WHEREAS, the COUNTY and CONTRACTOR have since continued to perform under the Agreement and otherwise conduct themselves as if it remained in force; and

WHEREAS, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to January 1, 2023; and

WHEREAS, the COUNTY and CONTRACTOR wish to renew and amend the AGREEMENT on the same or similar terms, to extend the term for an additional six (6) month period through June 30, 2023 and replace Exhibit A with Exhibit A-4 to include updated deliverables, to allow services to continue, and to increase funds by \$247,387 for a new AGREEMENT amount not to exceed \$6,807,050.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree as follows:

1. The AGREEMENT shall be, and hereby is, retroactively reinstated in its entirety as of January 1,

2023 and shall be considered to have been, at all relevant times as provided herein, in full force and effect as if the same had never expired.

2. **Section 3.01, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this AGREEMENT is from **January 1, 2021 to December 31, 2022**, 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 this AGREEMENT”, **and replacing it with** “The term of this AGREEMENT is from **January 1, 2021 to June 30, 2023**, 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 this AGREEMENT”.
3. **Section 2, “Payment Provisions”, shall be amended by removing**, “The total amount payable by COUNTY to CONTRACTOR under this shall not exceed the sum of \$6,559,663”, **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$6,807,050”.
4. Exhibit A. Exhibit A, **“Scope of Services/Payment Provisions”, shall be amended by removing** Exhibit A of this AGREEMENT **and replacing it with** “Exhibit A-4”. All references in AMENDMENT No. 4 to Exhibit A-4 shall be construed to refer to Exhibit A.
5. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this Renewal and Amendment No. 4 and shall continue in full force and effect as set forth in the AGREEMENT.
6. A copy of this Renewal and Amendment No. 4 shall be attached to the original AGREEMENT.

***** SIGNATURE PAGE TO FOLLOW *****

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Renewal and Amendment No. 4 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Director of Health Department

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

**COMMUNITY FOUNDATION FOR
MONTEREY COUNTY (CFMC)**

DocuSigned by: Contractor's Business Name*

Dan Baldwin

7838FAC10C6C4BE...

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

Dan Baldwin President/CEO
Name and Title

Date: 4/6/2023 | 5:43 PM PDT

Approved as to Form¹

DocuSigned by:
By: *Stacy Saetta* Stacy Saetta
County Counsel

Date: Chief Deputy County Counsel.
4/18/2023 | 9:25 AM PDT

By: _____

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

Approved as to Fiscal Provisions²

DocuSigned by:
By: *Jennifer Forsyth* Jennifer Forsyth
Auditor/Controller

Date: Auditor-Controller Analyst II
4/19/2023 | 10:26 AM PDT

Name and Title

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

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. 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.

¹Approval by County Counsel is required ²Approval by Auditor-Controller is required

EXHIBIT A-4

**To Agreement by and between
County of Monterey, for services at Monterey County Health Department, hereinafter
referred to as “COUNTY”**

AND

**Community Foundation for Monterey County, hereinafter referred to as
“CONTRACTOR”**

Purpose of Funding/Scope of Services / Payment Provisions

A. PURPOSE OF FUNDING

The purpose of the funding provided by COUNTY to CONTRACTOR is to provide funding for the continuation of the Virus Integrated Distribution of Aid (VIDA) project. Community Health Workers (CHWs) with the several identified Community-Based Organizations (CBOs) will work collaboratively across the participating organizations to conduct outreach and provide COVID-19 education, testing, vaccine clinic supports, and wraparound services and connections to resources for hard-to-reach disparately impacted communities to support reductions in COVID-19 transmission in Monterey County. Funding will assist the Contractor with operational costs associated with the funding.

B. SCOPE OF SERVICES

B.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. CONTRACTOR shall use funding to support Community Health Worker (CHW) model/system of navigators in Monterey County and associated media assets.
- b. CONTRACTOR shall develop and recommend strategies for deploying CHWs to educate, provide wraparound services and connections to resources for hard-to-reach communities most disparately impacted by the COVID-19 Pandemic, focused on lowest quartile Healthy Places Index census tracts about the vaccination process and mitigate fears associated with it.
- c. A Coordination Team consisting of a representative from Monterey County Health Department and Community Foundation for Monterey County will work closely together on the project coordination and implementation of the proposed strategies to ensure alignment with existing programs and services and that participating CBOs have supports to implement project that enables equitable self-isolation and quarantine supports for

residents to get tested, self-isolate and quarantine, access support services and encourage vaccination.

- d. CONTRACTOR shall attend and require funded CBO's CHW Coordinators to attend the COUNTY's monthly coordination meetings. Attendance and participation in the monthly coordination meetings will ensure effective coordination of access to resources and deployment of CHW's to high impact areas.
- e. CONTRACTOR shall provide support staff to coordinate daily functioning of Community Health Worker (CHW) program that will deploy CHWs to reach individuals and families living in lowest quartile Healthy Places Index (HPI) census tracts.
- f. CONTRACTOR shall develop local radio ad contract that highlights COVID-19 vaccination as a prevention measure and local vaccination opportunities.
- g. CONTRACTOR shall coordinate monthly reports to COUNTY on community COVID-19 impacted needs, challenges and access barriers identified by CHW partner CBOs.
- h. CONTRACTOR shall work with the Coordination Team to continue identifying and holding CHW training and continued education opportunities.
- i. COUNTY will collaborate with the CONTRACTOR to ensure communications and outreach materials are streamlined in both creation, production and dissemination.

B. 2 CONTRACTOR shall develop a process for grantmaking to CBOs for implementation, evaluation and expansion of CHWs in Monterey County, for the purpose of providing COVID-19 education, provide wraparound services and connections to resources for hard-to-reach communities most disparately impacted by the COVID-19 Pandemic, focused on lowest quartile Healthy Places Index census tracts.

- a. CONTRACTOR shall continue with VIDA program grantmaking process to support current awarded funding to VIDA partner organizations to maintain current CHW service capacity for the purpose of providing outreach education and wraparound services to individuals and families in need of vaccination, testing, and isolation/quarantine supports. VIDA partner organizations for January - June 2023 will be:

- Building Healthy Communities (BHC)
- Action Council: Mujeres en Acción
- Center for Community Advocacy (CCA)
- City of Gonzales
- Pajaro Valley Prevention and Student Assistance
- The Village Project
- Center for Community Advocacy

- b. CONTRACTOR shall conduct data collection and reporting and support COUNTY's continued development and implementation of metrics to track and collect data on the

community impact of the CHW Pilot Project. CONTRACTOR shall provide monthly reports in the following categories:

- Number of CHWs
- Number of people reached through outreach strategies
- Number of people served with self-isolation and quarantine and nonself-isolation and quarantine support services
- Type of support provided
- Census tracts or ZIP codes reached
- Summary of radio ads provided
- Anecdotal progress reports as shared by Stories from the Field: outcomes from solutions to identified barriers and challenges
- Progress reports on coordination of marketing and communication resources and supports dedicated to the CHW Pilot Project

B.3 CONTRACTOR shall support grantees' monthly data report submissions to Krista Hanni, hannikd@co.monterey.ca.us.

- a. CONTRACTOR shall work with the Coordination Team to establish reporting deadlines for grantee report submissions
- b. CONTRACTOR shall assist grantees with technical assistance with completion and review of data reports
- c. CONTRACTOR shall send grantees multiple reminders of approaching deadlines

B.4 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

Deliverables	Due Date	Estimated Cost
CHW Project Partner Coordination	Items 1-3:	
1. Monthly data reports using co-developed metrics tracking the following categories:	February 15, 2023	\$41,231
▪ Number of CHWs onboarded and hired	March 15, 2023	\$41,231
▪ Number of people reached through outreach strategies	April 15, 2023	\$41,231
▪ Number of people served with quarantine support services	May 15, 2023	\$41,231
▪ Type of quarantine support provided	June 15, 2023	\$41,231
▪ Census tracts with lowest quartile HPI reached	June 30, 2023	\$41,231
▪ Summary of radio ads provided		

2. Progress reports with Stories from the Field: outcomes from solutions to identified barriers and challenges 3. Progress reports on coordination of marketing and communication resources and supports dedicated to the CHW Pilot Project 4. End of project finance report detailing expenditures of CBO grantees, reflective of the Board of Supervisors approved budget.	June 30, 2023	
TOTAL:		\$247,387.00

All written reports required under this Agreement must be delivered to:
Krista Hanni, County Health Department's Policy, Evaluation and Planning Unit,
hannikd@co.monterey.ca.us in accordance with the schedule above.

B.5 CONTRACTOR agrees to provide oversight responsibility for fiscal administration of the funding provided to CONTRACTOR pursuant to this AGREEMENT and shall monitor CONTRACTOR's and grantees' adherence to any federal, state and local laws and regulations governing fiscal accountability

C. PAYMENT PROVISIONS

C.1 COMPENSATION/ PAYMENT

C.1.1 COUNTY shall pay an amount not to exceed **\$247,387** 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:

	SERVICES	COST
ARPA Funding (American Rescue Plan Act)	Community Health Workers Project Partner Coordination Deliverables	\$227,387
HRSA Funding (Health Resource and Services Administration)	Radio Ads	\$20,000
TOTAL AMOUNT		\$247,387

- Upon submission of progress reports, submit invoices for the periods listed below as follows:
 - Monthly by the 15th of the month.

C.2 DETERMINATION OF COMPLIANCE

Upon request by the COUNTY, CONTRACTOR will provide periodic progress reports throughout the duration of this AGREEMENT. The determination of whether performance meets standard is at the sole judgment of the COUNTY. COUNTY will review these periodic progress reports and perform other monitoring tasks at its discretion to make its determination. This may include making site visits and reviewing related records, which CONTRACTOR shall make readily available upon request.

In the event COUNTY determines CONTRACTOR is not meeting its expectations as expressed above, in whole or in part, COUNTY reserves the right to determine the appropriate remedies. These remedies may include, but are not limited to, requiring a corrective action plan, disallowing costs, changing the compensations schedule, reducing future allocations and/or terminating the AGREEMENT.

Modifications to the Scope of Services: The Contract Manager may approve modifications to the specific tasks described above; however, any modifications to compensation must be approved by the County of Monterey Board of Supervisors.

C.3 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.

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.

C.4 RETURN OF UNUSED OR IMPROPERLY USED FUNDS. Upon the expiration or earlier termination of this AGREEMENT, if there are any funds paid by COUNTY to CONTRACTOR that have not been used or are not committed for a specific use, such funds shall be returned to COUNTY. In addition, to the extent CONTRACTOR has used funding for purposes not specifically intended by this AGREEMENT, and not otherwise specifically approved by COUNTY (in advance of such use, and in writing), CONTRACTOR shall refund such amounts to COUNTY.

C.5 INVOICING AND PAYMENTS

1. For services satisfactorily rendered, and upon receipt and approval of invoices, the COUNTY agrees to compensate the CONTRACTOR in accordance with the above listed terms. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
 2. Invoices should be submitted to: Monterey County Health Department
Attn: **Accounts Payable/PEP**
1270 Natividad Road
Salinas, CA 93906
 3. Invoices shall be emailed directly to: HDADMINFinance@co.monterey.ca.us
Cc: hannikd@co.monterey.ca.us
- a. Be prepared on CONTRACTOR letterhead. An authorized official, employee or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
 - b. Bear the CONTRACTOR's name as shown on the AGREEMENT.
 - c. Identify the billing and/or performance phase and deliverables covered by the invoice.