

COUNTY OF MONTEREY
Amendment #2 to Agreement #5010-75
Monterey Bay Central Labor Council

This Amendment #2 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and Monterey Bay Central Labor Council (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for Medi-Cal enrollment assistance to County jail inmates with a term of July 15, 2020 through June 30, 2021 for a total contract amount of \$74,224 (hereinafter "Original Agreement").

WHEREAS, the parties amended the Agreement via Amendment #1 by extending the term through December 31, 2021 and adding \$79,526 for a new contract total of \$153,750.

WHEREAS, the parties wish to amend the Agreement via Amendment #2 to **add \$50,000** for a new contract total of **\$203,750** with no change to the contract term.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement and in Amendment #1 except as specifically set forth below.

1. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is amended to read as follows:
"County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAA**, 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 \$203,750**".
2. **Exhibit AAA, Section B.1 "COMPENSATION/PAYMENT"** reflects the new contract total.
3. **Exhibit CCC** reflects the added funds and new contract total.
4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment #2 and shall continue in full force and effect as set forth in the original Agreement and in Amendment #1.
5. A copy of this Amendment #2 shall be attached to the Original Agreement.

Monterey Bay Central Labor
Council Amendment #2 to
Agreement #5010-75

IN WITNESS WHEREOF the parties hereby execute this amendment as follows:

COUNTY:

Lori A. Medina, Director

Date: _____

CONTRACTOR:

DocuSigned by:
Cesar Lara, Executive Director

(Chair, President, Vice President)

11/18/2021 | 2:44 PM PST
Date: _____

DocuSigned by:
[Signature]

D94F205F09B9433...
(Secretary, Treasurer, CFO)

11/18/2021 | 3:27 PM PST
Date: _____

Approved as to Form:

DocuSigned by:
[Signature]

07025F3AA36B4A4

Deputy County Counsel

11/19/2021 | 12:48 PM PST
Date: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney

D3834BFEC1D8449

Auditor Controller

11/19/2021 | 1:02 PM PST
Date: _____

**MONTEREY BAY CENTRAL LABOR COUNCIL
(MBCLC)
Medi-Cal Enrollment Health Navigator's Project
July 15, 2020-December 31, 2021**

Scope of Services/Payment Provisions

CONTACTS

Contract Administrators:

<i>County</i>	<i>Contractor</i>
Jerry Kuiper Management Analyst III 1448 Schilling Pl Salinas CA 93901 (831) 796-1520	Cesar Lara Executive Director 931 E. Market St Salinas CA 9391 (831) 444-506

A. SCOPE OF SERVICES

- A.I** Monterey Bay Central Labor Council (herein after referred to as "CONTRACTOR"), shall provide services and staff to enhance enrollment in the Medi-Cal program for individuals housed at the Monterey County Jail prior to their release. CONTRACTOR will coordinate with the jail staff and be allowed access to the inmates that have requested Medi-Cal benefits, meet with these individuals, as the current COVID/Public Health Emergency situation allows, and assist them in the completion of a Medi-Cal application. CONTRACTOR will then coordinate with the Monterey County Health Department to ensure that each application is uploaded and sent to eligibility staff for processing.

The specific duties and responsibilities related to this Agreement are found below. Both parties, by mutual written agreement, may modify these duties and responsibilities as may be needed.

1. Program Administration

- a. CONTRACTOR will designate staff to help administer the State Medi-Cal Navigator's Project program and will provide support and coordination along with quality improvement measures, as needed. Monterey County Department of Social Services (hereinafter referred to as COUNTY) staff will be the primary contact to CONTRACTOR, the Monterey County Sheriff's Department, and the staff assigned to the program.
- b. The designated CONTRACTOR staff will be responsible for communicating about the program and keeping track of Medi-Cal program enrollment numbers on the Navigator's Project spreadsheet, as well as ensuring all agreements are in place and respond to any concerns.
- c. The designated CONTRACTOR staff will submit monthly tallies of Medi-Cal applications taken at the Monterey County Jail and send the agreed upon reporting document, the Navigator's Project spreadsheet, by the fifth (5th) working day following the month being reported. This document is to be transmitted electronically to the designated staff at the COUNTY.

- d. All staff involved in the program, both from the CONTRACTOR and COUNTY, will attend program coordination meetings as needed with COUNTY and Sheriff's office, location to be determined. These meetings will focus on program effectiveness, issues to be resolved, and tracking and reporting of all applications. Meeting dates/times will be mutually agreed upon by all affected parties.

2. Inmate Enrollment

- a. CONTRACTOR staff will be a primary enroller of County jail inmates and will be charged with enrolling and/or coordinating the completion of Medi-Cal applications for those inmates, designated by jail staff, as needing immediate services.
- b. Two staff from CONTRACTOR will be responsible for supporting the Medi-Cal intake/applications process within the jail. They will work closely with the COUNTY to coordinate the program and address any inefficiencies.
- c. CONTRACTOR staff will be responsible for tracking their enrollment numbers and outreach efforts on the approved State reporting document spreadsheet and will coordinate information with the COUNTY team for submission of said numbers to the designated COUNTY staff contact.

3. Community Education, Outreach, and Enrollment

- a. Staff from both entities (COUNTY and CONTRACTOR) will work together to continue to conduct community education, outreach, and enrollment around Medi-Cal. They will track applications completed and the amount of outreach conducted on the spreadsheet furnished by the State Medi-Cal Navigator's Project.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

- a. The MC Navigation Project goal is enrollment, outreach, and retention of approximately 2,700 individuals in the Medi-Cal program for the duration of this agreement, shared between COUNTY MC-CHOICE, and CONTRACTOR. Target population is persons in: County jail, State Prison; on State parole; on County probation; or under post-release community supervision, as well as outreach opportunities and events.
- b. To meet this goal, CONTRACTOR will need to secure a combination of an average of 33 36 Medi-Cal applications, outreach to individuals, and confirmed retentions monthly.
- c. Per the existing Navigator's Project Work Plan, Program, and Planning Start-Up, Navigation, Retention, and Tracking Guides, CONTRACTOR's goals for this grant are as follows:

I. A 2% increase goal to reach in taking MC applications at the jail.

2. A 4% increase goal in the Low Income/Mixed Status Families.

All written reports required under this Agreement must be delivered to Jerry Kuiper, County's Contract manager, in accordance with the schedule above.

B. PAYMENT PROVISIONS:

B.1 COMPENSATION/PAYMENT

CONTRACTOR will bill COUNTY monthly for all costs related to the work for performance of the duties detailed above and in accordance to the terms agreed upon in this contract. COUNTY shall pay an amount not to exceed two hundred three thousand seven hundred and fifty dollars (\$203,750).

for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

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 www.co.monterey.ca.us/auditor_policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expected and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

CONTRACTOR will bill COUNTY monthly for all costs related to the work for performance of the duties detailed above. NOTE: Payment must 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 of 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 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.

EXHIBIT CCC

MONTEREY BAY CENTRAL LABOR COUNCIL
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
BUDGET
7/15/20 through 12/31/2021

Medi-Cal Navigators Project (AB 74)	Time Base (FTEs)	7/15/2020 - 12/31/2021	7/1/2021 - 12/31/2021	Total Modified Budget
Personnel Staff				
-Enrollment Staff	0.25	\$ 39,000.00	\$ 15,000.00	\$ 54,000.00
-Health Equity Organizer	0.50	\$ 81,000.00	\$ 25,650.00	\$ 106,650.00
Benefits (including in Salaries and Wages)	0.75	\$ 120,000.00	\$ 40,650.00	\$ 160,650.00
Total Personnel Expenses		\$ 120,000.00	\$ 40,650.00	\$ 160,650.00
Non-Personnel - Direct Costs				
-Office Expenses				
-Equipment		\$ 2,000.00	\$ 0.00	\$ 2,000.00
-Travel		\$ 4,150.00	\$ 0.00	\$ 4,150.00
-Conference/Meetings				
-Outreach materials				
Total Direct Costs		\$ 6,150.00	\$ 0.00	\$ 6,150.00
Non-Personnel-Indirect Cost				
Other Cost: Indirect Cost				
Total Indirect Costs				
Total Personnel Expenses		\$ 120,000.00	\$ 40,650.00	\$ 160,650.00
Total Direct Costs		\$ 6,150.00	\$ 0.00	\$ 6,150.00
Total Indirect Cost @23%		\$ 27,600.00	\$ 9,350.00	\$ 36,950.00
Grand Total		\$ 153,750.00	\$ 50,000.00	\$ 203,750.00