

AMENDMENT No. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & MONTEREY BAY CENTRAL LABOR COUNCIL

THIS AMENDMENT No. 1 is made to the PROFESSIONAL SERVICES AGREEMENT (“Agreement”) for the provision of SB 18 Medi-Cal Renewal Services by and between **Monterey Bay Central Labor Council**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

RECITALS:

WHEREAS, the County and CONTRACTOR entered into the Agreement for the period of April 1, 2016, through December 31, 2016;

WHEREAS, the County and CONTRACTOR wished to increase the total liability under the Agreement due to the availability of additional State grant funding;

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the Agreement for two (2) additional years;

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2.01, “PAYMENTS BY THE COUNTY”** is amended to increase the total amount payable by County to CONTRACTOR by \$49,005.34 for a total not to exceed *sum of \$227,045.14*”.
2. **Section 3.01, “TERM OF AGREEMENT,”** is amended to extend the term of the Agreement to December 31, 2018 for a new term of April 1, 2016 to December 31, 2018, unless sooner terminated pursuant to the terms of this Agreement.
3. EXHIBIT A is replaced with EXHIBIT A1. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A1.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT dated April 14, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Robert Chacanca, President

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 21 NOV 2016

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Francisco Rodriguez Secretary
Treasurer

Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: 11/21/16

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

*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.

EXHIBIT-A1

**To Agreement by and between
Monterey County Health Department, hereinafter referred to as “County”
AND
Monterey Bay Central Labor Council, hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.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:

Act as lead coordinator of the functions and associated activities identified below in connection to the Department of Health Care Services (DHCS) SB 18 grant and AB 82 grant funds.

For the purpose of defining the activities beside the administration of the grant, the following definitions shall be referenced in administering the SB 18 Medi-Cal Renewal Services and AB 82 Medi-Cal Outreach and Enrollment services to be performed under this Agreement.

Community Outreach: Through various strategies, identify outreach efforts particularly in unserved and underserved areas, to generally inform community members about the importance of enrolling and re-enrolling into care and refer as needed.

Application Enrollment and Renewals: Assist with enrollment and re-enrollment activities, and specifically focus on the underserved and hard to reach populations.

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

Function	Activity	Deliverable	Timeline	Funding Maximum
Program Development and Coordination with DSS and MCHD	Development of a streamline approach to identify individuals needing to be re-enrolled into Medi-Cal. Includes	1). Deliver a chart that shows workflow process. 2). Provide County with records of established MOU with Department of Social Services (DSS). 3). Deliver documentation	April 1, 2016 – July 30, 2016	\$40,000

	hiring of staff, training in Medi-Cal retention activities and placement of Medi-Cal Enrollment Assistors (MEA).	that clearly identifies the number of individuals projected to be re-enrolled. 4). Develop schedule of training and planned activities. 5). Provide a monthly summary activity report to County Contract Administrator.		
Outreach, Education and Enrollment	<p><u>Outreach:</u> Develop activities aimed to assist individuals through the enrollment and re-enrollment process. Mechanisms for identifying individuals shall include a partnership with DSS and their enrollment counselors, health fairs, community events, phone calls, home visits, and paid or in-kind media (radio announcements, etc.)</p> <p><u>Education and Enrollment:</u> Inform and educate and assist community with enrollment process, and inform them of the importance of health care</p>	<p>1). Establish a plan of activities (with at least two (2) activities per month) and schedule of enrollment assistors. 2). Establish a list of Individuals contacted. 3). Develop and obtain signed consent forms from individuals wanting follow up support with applications. 4). Establish a list of participants reached and informed about re-enrollment support and process at community events. 5). Summary of efforts and progress made towards goal using reporting template attached.</p> <p>1). Provide a list of outreach and education events where enrollment can take place, and activities related to providing the community with information about the enrollment and re-enrollment process. 2). Provide a monthly summary activity report to County Contract</p>	April 1, 2016 – June 30, 2018	\$90, 670.22

	coverage and services available.	Administrator using the reporting template attached.		
Renewals	Staff to assist individuals with application renewals by contacting individuals identified through DSS and/or other mechanisms.	1). 10,000 individuals contacted in some form and offered renewal support services. 2). Establish process with DSS to track numbers of re-enrollees. Summary of re-enrollment numbers. 3). Provide a monthly summary activity report to County Contract Administrator using the reporting template attached.	April 1, 2016 – June 30, 2018	\$96, 374. 92

All written reports required under this Agreement must be delivered to Carmen Gil, County’s Contract Manager, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$227,045.14 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:

PAYMENT SCHEDULE	# of Months	Period	Maximum Payment
Total Agreement Amount	27	April 2016- June 2018	\$ 227,045.14
Payment 1:	3	April 2016-June 2016	\$ 59,436.60
Payment 2:	3	July 2016-September 2016	\$ 59,436.60
Payment 3:	3	October 2016-December 2016	\$ 59,436.60
Payment 4:	3	January 2017 – March 2017	\$ 49,005.34
Maximum Obligation of County			\$ 227,045.14

There shall be no travel reimbursement allowed during this Agreement.

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.

B.2 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 will submit invoices on Agency letterhead for services rendered as noted above and will submit the claim for services to:

Monterey County Health Department
Administration
1270 Natividad Road
Salinas, CA 93906
Attention: Carmen Gil, Management Analyst III

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. ADDITIONAL TERMS AND CONDITIONS

Use of funds: CONTRACTOR shall use funds only for the purposes of the specific project funded by the Senate Bill (SB) 18 as described above.

CONTRACTOR will work with County to ensure that the State receives quarterly progress reports and annual reports upon due dates listed below:

Quarterly Progress Reports, due to the State:

- July 5, 2016
- October 28, 2016
- January 27, 2017
- April 28, 2017
- July 28, 2017
- October 27, 2017
- January 26, 2018
- April 27, 2018
- July 27, 2018

Annual Reports, due to the State:

- January 2, 2017
- January 2, 2018

CONTRACTOR understands that DHCS may monitor and conduct an evaluation of operations under this grant. CONTRACTOR agrees to maintain and forward copies of all materials funded in full or part with SB18 funds to County.

CONTRACTOR shall forward adequate records to substantiate expenditures from grant funds. CONTRACTOR shall make its books and records pertaining to the grant funds available to the County at reasonable times for review and audit, and shall comply with all reasonable requests from the County for information and interview regarding use of funds. CONTRACTOR shall keep copies of all books and records related to this grant and all reports to the County for at least four (4) years after CONTRACTOR has expended the last of the grant funds.

CONTRACTOR shall not use any portion of the funds associated with this agreement;

1. To influence the outcome of any specific election of candidates to public office, or to carry on, directly or indirectly, a voter registration drive

- within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulations; or
2. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specific in IRC Section 170 (c)(2)(B); or
 3. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).

Any information contained in publications, studies or research funded by this Agreement shall be made available to the public following such reasonable requirements or procedures as the County may establish from time to time. CONTRACTOR grants to the County an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

In the case of any violation by CONTRACTOR of the terms and conditions of this Agreement, including but not limited to not executing the work of the Agreement in substantial compliance of the scope of work, or in the event of any change in or challenged by the IRS of CONTRACTOR'S status as a Public Charity, the County reserves the right in its absolute discretion to terminate the Agreement.

CONTRACTOR is solely responsible for all activities supported by the funds associated with this Agreement, the content of any product created with the funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and CONTRACTOR shall make no such representation to anyone.

CONTRACTOR agrees that the funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders.