

**AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY &
COMMUNITY FOUNDATION FOR MONTEREY COUNTY**

THIS AMENDMENT is made to an agreement (A-15566) (“AGREEMENT”) by and between the Community Foundation for Monterey County, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and CONTRACTOR entered into AGREEMENT for COVID-19 health literacy services, for a term of September 1, 2021 through June 30, 2023 and for a total not to exceed of \$3,283,900.34, funded by the U.S. Department of Health & Human Services Advancing Health Literacy to Enhance Equitable Community Response to COVID-19 initiative (Award No. 1-CPIMP211281-01-00); and

WHEREAS, the County and CONTRACTOR wish to amend AGREEMENT to revise particular budget line items to meet grant deliverables with no change to the total contract liability of the AGREEMENT.

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

1. **Exhibit A, “Purpose of Funding/Scope of Services/Payment Provisions”, shall be amended by removing Exhibit A of this agreement and replacing it with “Exhibit A-1”. All references in AMENDMENT No. 1 to Exhibit A-1 shall be construed to refer to Exhibit A.**
2. 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.
3. This AMENDMENT No. 1 is effective as of the date executed by the County.
4. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the County on September 1, 2021.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR – **Community Foundation for Monterey County**

By: Dan Baldwin

Contracts/Purchasing Officer

Signature of Chair, President, or Vice-President

Dated: _____

Dan Baldwin President/CEO

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6/29/2022 | 5:23 PM PDT

Deputy Auditor/Controller

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

Dated: _____

Printed Name and Title

Approved as to Liability Provisions:

Dated: _____

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

Director of Health

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.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR – **Community Foundation for Monterey County**

Contracts/Purchasing Officer

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

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Gary Giboney Gary Giboney
D38348FFC1D8449
Deputy Auditor/Controller

Dated: _____

Dated: 7/1/2022 | 8:27 AM **Chief Deputy Auditor/Controller**

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

Approved as to Liability Provisions:

Risk Management

Printed Name and Title

Dated: _____

Dated: _____

Approved as to Form:

Stacy Saetta Stacy Saetta
C0FCE1889E444A9
Deputy County Counsel

Dated: 6/30/2022 | 5:48 PM **Chief Deputy County Counsel** Approved as to form.

Director of Health

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 A-1

**To Agreement by and between
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 project to reach residents most disparately impacted by the pandemic by implementing a public awareness campaign and community education efforts using strategies centered on culturally relevant messaging delivered by trusted messengers and for those messengers to provide input and community outreach around COVID-19 health literacy needs in the communities they serve. Community Health Workers (CHWs) within the Community-Based Organizations (CBOs) will work collaboratively across the participating organizations to conduct outreach and provide COVID-19 education, wraparound services and connections to resources, and community-focused health literacy education resources for healthcare partners 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:

B.1.1 CONTRACTOR shall continue to implement the Virus Integrated Distribution of Aid (VIDA) project. CONTRACTOR will work with the County to implement the VIDA Community Health Worker (CHW) model/system of navigators in Monterey County with a core team of CBOs. CONTRACTOR will develop and recommend strategies for deploying CHWs to educate, provide wraparound services and connections to resources, information about the vaccination process and mitigate fears associated with it, vaccination registration supports, and testing services for hard-to-reach communities most disparately impacted by the COVID-19 Pandemic, with a particular focus on the lowest quartile Healthy Places Index census tracts. A Coordination Team consisting of the 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 wage replacement and encourage vaccination while

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also producing information for improving health literacy of healthcare services in the county. Specific activities include:

- a. Attend and require funded CBO's to attend the County's weekly or bi-weekly VIDA Project management meetings. Attendance and participation in the meetings will ensure effective coordination of access to resources and deployment of CHW's to high impact areas;
- b. Work with the Coordination Team to coordinate a Community Health Worker (CHW) model program that will deploy CHWs to reach individuals and families living in lowest quartile Healthy Places Index (HPI) census tracts;
- c. Support evaluation data collection by supporting the tracking and provision of monthly reports to County on community COVID-19 impacted needs, challenges and access barriers identified by CHW partner CBOs;
- d. Work with the Coordination Team to continue identifying and holding CHW training and continued education opportunities; and
- e. The County will collaborate with the COVID Collaborative Communications Workgroup to ensure communications and outreach materials are streamlined in both creation, production and dissemination.

B.1.2 CONTRACTOR will develop a process for grantmaking to selected subset of VIDA CBOs for two-year implementation and evaluation of VIDA project 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. Develop and implement a grant making process to award funding to selected VIDA partner organizations, for the purpose of providing outreach education and wraparound services to individuals and families in need of support for adequate isolation, quarantine, and recovery.
- b. Work with the Coordination Team to ensure selected VIDA partner organization's work aligns with the project purpose. Partner organizations include but are not limited to:
 - Building Healthy Communities (BHC),
 - Action Council: Mujeres en Acción,
- c. Conduct data collection and reporting and support the County's continued development and implementation of metrics to track and collect data on the community impact of the VIDA Project. Provide monthly reports in the following categories:
 - Number of CHWs onboarded and hired
 - Number of people reached through outreach strategies
 - Number of people served with self-isolation and quarantine support services
 - Type of self-isolation and quarantine support provided
 - Number of people reached with vaccination and testing information materials and services
 - Census tracts or ZIP codes reached

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- 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, with the focus on community supports and those dedicated to improving health literacy approaches used by local healthcare entities

B.1.3 Support grantees’ monthly data report submissions to the County.

- Work with the Coordination Team to establish reporting deadlines for grantee report submissions
- Assist grantees with technical assistance with completion and review of data reports
- Send grantees multiple reminders of approaching deadlines

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

Deliverables	Due Date	Estimated Cost
<p>CHW Project Partner Coordination</p> <ol style="list-style-type: none"> 1. Input on grant deliverables, including health literacy, evaluation, and work plans 2. Support collecting from funded CBOs, monthly data reports using co-developed metrics tracking the following categories: <ul style="list-style-type: none"> ▪ Number of CHWs onboarded and hired ▪ Number of people reached through outreach strategies ▪ Number of people served with quarantine support services ▪ Type of quarantine support provided ▪ Number of people reached with vaccination and testing information materials and services ▪ Census tracts with lowest quartile HPI reached 3. Progress reports with Stories from the Field: outcomes from solutions to identified barriers and challenges, in particular around health literacy in the community 4. Progress reports on coordination of marketing and communication resources and supports dedicated to the VIDA Project 	<p>The last day of every month through June 30, 2023 (depending on project completion needs and activities)</p>	<p>\$3,283,900.34</p>
<p>TOTAL:</p>		<p>\$3,283,900.34</p>

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

B.3. 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 \$3,283,900.34 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work and the budget below. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Upon submission of progress reports, submit quarterly invoices for services listed below as follows:

September 1, 2021 – June 30, 2023 = \$3,283,900.34

CFMC	Total
Co Lead, M. Castro	\$ 43,350.00
CHW Intern/Assistant	\$ 41,370.00
CHW Organizations	
Community Health Workers (18-20 FTE)	\$ 1,748,182.00
Data Analyst (1.0 FTE)	\$ 99,360.00
CHW Coordinator (2.0 FTE)	\$ 198,720.00
Fringe Benefits @30% (VIDA workers only)	\$ 627,679.00
Total CFMC Subcontract Personnel Costs	\$ 2,758,661.00
Operating Expenses	
PPE: hand sanitizers, face masks, face shields, thermometer	\$ 20,000.00
Meeting expenses (childcare, food) - 12 meetings @\$500 each	\$ 6,000.00
Vaccine clinic expenses 10@\$500	\$ 15,000.00
Printing of outreach materials	\$ 30,000.00
Replacement iPads for community outreach (5@500 each)	\$ 2,500.00
hotspots @30 per hotspot, per month for 21 months	\$ 20,000.00
Telephone @50 per phone, per month for 21 months	\$ 25,200.00
Trainings and Consultants	\$ 20,000.00
Advertising and media buys	\$ 20,000.00
Total CFMC Operating	\$ 158,700.00
Travel (@ 0.58/mile)	
Salinas, Seaside, North County, South County	\$ 20,000.00
Total Travel	\$ 20,000.00

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Isolation/Quarantine Support	
Emergency Essentials: food, diapers, etc	\$ 48,000.00
Total Isolation/Quarantine Support	\$ 48,000.00
Indirect Admin @10%	\$ 298,539.34
Total subcontract for CFMC	\$ 3,283,900.34

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 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.

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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 shall be submitted to: HDADMINFinance@co.monterey.ca.us
CC: hannikd@co.monterey.ca.us

3. Invoices shall:

- 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.

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