

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Community Services Agency

BOARD AGENDA: 5.B.5
AGENDA DATE: December 19, 2017

SUBJECT:

Approval to Award an Agreement with The Catholic Council for the Spanish Speaking of the Diocese of Stockton, DBA El Concilio for the Provision of Medi-Cal Outreach and Enrollment Services

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2017-0710

On motion of Supervisor Withrow , Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Community Services Agency

BOARD AGENDA:5.B.5
AGENDA DATE: December 19, 2017

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Award an Agreement with The Catholic Council for the Spanish Speaking of the Diocese of Stockton, DBA El Concilio for the Provision of Medi-Cal Outreach and Enrollment Services

STAFF RECOMMENDATION:

1. Approve an agreement for the provision of Medi-Cal Outreach and Enrollment Services with The Catholic Council for the Spanish Speaking of the Stockton Diocese, DBA El Concilio as a result of a Request for Proposal process for such services.
2. Authorize the Community Services Agency Director, or her designee, to sign the agreement, and any amendments up to \$75,000, to provide Medi-Cal Outreach and Enrollment services.

DISCUSSION:

On June 13, 2017 the Board of Supervisors authorized the General Services Agency (GSA) Purchasing Division to issue a Request for Proposal (RFP) on behalf of the Community Services Agency (CSA) for the provision of Medi-Cal outreach and enrollment services.

On October 7, 2013 the Department of Health Care Services issued a memo notifying counties of a Medi-Cal Outreach and Enrollment (O&E) Grant (Assembly Bill 82) opportunity. The initial funding was to “conduct O&E strategies targeting newly eligible hard to reach populations” and the funding was to cover a service period ending no later than June 30, 2016. Hard to reach populations were identified as:

- Persons with mental health disorder needs;
- Persons with substance use disorder needs;
- Persons who are homeless;
- Young men of color;
- Persons who are in County jail, in State prison, on State parole, on County probation or under post-release community supervision;
- Families with mixed immigration status and/or;
- Persons with limited English proficiency

A day later, on October 8, 2013 Assembly Bill 720: Inmates: Health Care Enrollment was approved by the Governor which requires Counties to enroll jail inmates into an affordable healthcare plan (Covered California) or into the Medi-Cal Program upon release. The passage of this legislation states that inmates that are currently incarcerated can be suspended from Medi-Cal instead of their coverage being terminated and all inmates must be enrolled in Medi-Cal or a Covered California program 72 hours after booking/incarceration. Assembly Bill 720 also:

- Requires counties to suspend rather than terminate Medi-Cal benefits for all inmates, regardless of age, who were Medi-Cal beneficiaries at the time they became inmates of a public institution;
- Authorizes the County Board of Supervisors (BOS), in consultation with the County Sheriff, to designate an entity or entities to assist county jail inmates with their applications for a health insurance affordability program; and
- Clarifies that “The fact that an applicant is an inmate shall not, in and of itself, preclude a county human services agency from processing an application for the Medi-Cal program submitted to it by, or on behalf of, that inmate.’

On November 8, 2013 representatives from Community Services Agency (CSA), Solutions Through Action Now Work Opportunity and Responsibility to Kids (StanWORKs), Health Services Agency (HSA), the Chief Executive Office (CEO), Behavioral Health and Recovery Services (BHRS), Probation and the Sheriff’s Department met to share and discuss potential ways to use the Assembly Bill 82 Grant Funding to help the County meet Assembly Bill 720 requirements.

The collaborating County Departments began to look at ways to enroll current jail inmates using data gained during the booking and release process to accomplish this new mandate. However, after review of current systems being used within the County, it became clear that all the information required to enroll an inmate in Medi-Cal or Covered California insurance products was not housed in any one system and that an extensive follow up interview with the inmate (for tax household income information, citizenship and residency information, household composition information and signature of the application, etc.) could not be gained using technology alone.

The Sheriff’s Department books on an average, 50 to 60 inmates per day, 30 of which, on average, do not have active Medi-Cal coverage.

Per the California Code of Regulations, Title 22, Division 3, Subdivision 1, Chapter 1, § 50004. Medi-Cal Program Administration (c) The county welfare department in each county shall be the agency responsible for local administration of the Medi-Cal program under the direction of the Department. (Authority cited: Sections 10725 and 14124.5, Welfare and Institutions Code. Reference: Sections 10722, 10743, 11050, 14001.1 and 14100, Welfare and Institutions Code.) While this regulation designates County Social Services departments as being the only entity that can determine eligibility for the Medi-Cal Program, the County determined the need for a Community Based Organization that would assist CSA in its overall enrollment and retention goals in the Medi-Cal

program for the aforementioned targeted population: Persons who are in County jail, in State prison, or State parole, on County probation or under post-release community supervision.

As a result of these needed contracted services, the Community Services Agency and the General Services Agency released in September 2014 RFP #14-51-SS. This RFP resulted in the awarding of a contract to the Catholic Council for the Spanish Speaking of the Diocese of Stockton (El Concilio) in the amount of \$344,573 from February 1, 2015 to June 30, 2016. The Community Services Agency received additional grant funding in the amount of \$253,143, so the contract was renewed in the amount of \$253,143 for 7/1/2016 to 6/30/2017. An additional \$70,338 grant funding was received on January 27, 2017 that allowed CSA to extend the El Concilio contract another six months and it is scheduled to end December 31, 2017.

El Concilio began providing services in February 2015 and began taking applications in March 2015 in the jail facilities through a partnership with the Stanislaus County Sheriff's Department. From March 2015 through October 2017, El Concilio has taken 4,350 applications for Medi-Cal in the jail facilities and local hospitals as needed. The applications have been transmitted to the Community Services Agency and processed accordingly.

The grant funding is no longer available; however, the services are critical to the community because the services assist the inmate with transitioning from incarceration into the community. Most inmates released from Stanislaus County jail facilities return to a residence in Stanislaus County. Upon release, the inmate could have Medi-Cal health coverage and the ability to seek services from a health provider and/or pharmacy. In addition, it is required by the State of California Department of Health Care Services to allow inmates the ability to apply for Medi-Cal while they are incarcerated.

To ensure the continuation of these services a RFP was issued on September 13, 2017 and sent electronically to 500 vendors, 55 of which downloaded the RFP. A non-mandatory pre-proposal conference was held on September 20, 2017 and 1 vendor was in attendance. The RFP closed on October 11, 2017 and GSA received complete responses from the 2 vendors listed below:

- The Catholic Council for the Spanish Speaking of the Diocese of Stockton DBA El Concilio – Stockton, CA; and
- Catholic Charities of the Diocese of Stockton – Modesto, CA.

Both proposers met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review. A committee of 3 evaluators was selected to further evaluate the proposals. The Evaluation Committee was comprised of representatives from the County's Community Services Agency StanWORKs Division and the Planning and Community Department.

The Evaluation Committee completed Phase II, which consisted of a review and evaluation of each proposer's qualification proposal along with the proposed budget.

The scores of each member of the Evaluation Committee were averaged to determine the actual Phase II score for each finalist.

Phase II	Total Available 100 Points	The Catholic Council for the Spanish Speaking of the Diocese of Stockton, DBA El Concilio	Catholic Charities of the Diocese of Stockton
Total Average Points		93.33	82.00

Award is recommended to the vendor whose proposal best met the criteria set forth in the RFP and provides the best value to the County, with proposed budget and all other factors considered.

POLICY ISSUE:

Approval of the agreement with The Catholic Council for the Spanish Speaking of the Diocese of Stockton, DBA El Concilio allows the Community Service to meet the County Purchasing Department’s procurement guidelines. The guidelines state that non-professional contracted services that have reached \$45,000 cumulative level and have not been competitively procured or those that have been previously competitively procured but have now reached the maximum three year term imposed in the California Department of Social Services Management and Office Procedure 23-621, shall be competitively procured.

FISCAL IMPACT:

The term of the proposed agreement with The Catholic Council for the Spanish of the Diocese of Stockton, DBA El Concilio is January 1, 2018 through June 30, 2020. The amount of the contract will not exceed \$500,000 for the term of the contract.

The Community Services Agency included total funding of \$100,000 in the 2017-2018 Adopted Final Budget for the first six months of the agreement. The budget for the remainder of the contract award through June 30, 2020 of \$400,000 will be included in the Department’s subsequent year’s budget submissions.

There is no additional cost to the General Fund associated with this agenda item.

BOARD OF SUPERVISORS’ PRIORITY:

Approval of these requests supports the Board’s priorities of A Safe Community, Effective Partnerships and Efficient Delivery of Public Services by meeting a community need for services that improves the health and well-being of children and families in our community.

STAFFING IMPACT:

Community Services Agency staff is available to support these contracts at current service levels. In the future, should the service level demand increase, the Agency will analyze available options and return to the Board of Supervisors for consideration of any necessary staffing changes.

CONTACT PERSON:

Kathryn M. Harwell, Director (209) 558-2500

ATTACHMENT(S):

1. El Concilio MC O and E Contract

**AGREEMENT BETWEEN
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AND THE CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE
STOCKTON DIOCESE, DBA EL CONCILIO
FOR MEDI-CAL OUTREACH AND ENROLLMENT ASSISTANCE SERVICES
JANUARY 1, 2018 THROUGH JUNE 30, 2020**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and THE CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE STOCKTON DIOCESE, DBA EL CONCILIO ("Contractor"), a non-profit entity, and entered into as of the later of January 1, 2018, or the execution of the Agreement by both parties (the "Effective Date").

RECITALS

WHEREAS, the County has a need for Medi-Cal outreach and enrollment assistance services; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

- 1.1 The Contractor shall furnish to the County, upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purpose whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
- 1.3 Services and work provided by the Contractor at the County's request under this Agreement shall be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions; and in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. CONSIDERATION

2.1 County shall pay Contractor as set forth in EXHIBIT A.

2.2 Except as expressly provided in EXHIBIT A of this Agreement, Contractor shall not be

entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

- 2.3 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.
- 2.5 Payment of all services provided in accordance with the provisions of this Agreement is contingent upon the availability of County, state and federal funds.

3. TERM

- 3.1 The term of this Agreement shall be from the Effective Date through June 30, 2020, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in section 2 herein, subject to any applicable setoffs.
- 3.5 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
 - A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,

- B. Upon loss of any license(s) required for lawful operation of Contractor's business; or,
- C. Upon an unauthorized decrease in the required insurance in force; or,
- D. Upon failure to make payroll payments; or,
- E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
- F. Upon failure to substantially meet other financial obligations; or,
- G. Upon service or a writ of attachment by creditors of Contractor.

4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Contractor at no expense to the County.

Contractor shall comply with all local, state and federal laws and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in EXHIBIT A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in EXHIBIT A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

7. DEFENSE AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. STATUS OF CONTRACTOR

- 8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.
- 8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.
- 8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- 8.5 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
- 8.7 As an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. RECORDS AND AUDITS

- 9.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 9.4 County shall have the right to audit all invoices and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.
- 9.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, state or federal agencies.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's reimbursement exceeds \$75,000 per fiscal year.
- 9.8 Contractor receiving in excess of \$750,000 in Federal funds annually must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of Title 2, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of states, local governments, institutions of higher education and non-profit. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant

to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.

- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single Audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

- 10.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- 10.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 10.3 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.
- 10.4 Contractor shall comply with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located <http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf>.

11. NON-DISCRIMINATION

- 11.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable federal, state and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal.

- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall have a formal process by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Community Services Agency
Attention: Contracts Manager
PO Box 42
Modesto, CA 95353

To Contractor: The Catholic Council for the Spanish Speaking of the Stockton Diocese
dba El Concilio
Attention: Jose Rodriguez, President/CEO
445 N. San Joaquin Street
Stockton, CA 95202

15. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

21. GENERAL ACCOUNTABILITY

21.1 In the event of an audit exception or exceptions, the Contractor shall be responsible for the deficiency resulting from the Contractor's non-compliance with program requirements.

21.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this Agreement, reimbursement shall be made to the damaged party by Contractor.

21.3 Any expenses the County incurs as a result of the Contractor's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

22. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- **Professional Conduct:** Employees of Contractor shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- **Quality of Service:** Employees of Contractor shall promote the goals of the program, which includes enhancement of participant self-esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- **Respect and Courtesy:** Employees of Contractor shall conduct all activities with respect and courtesy for participants.
- **Propriety:** Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- **Positive Representation:** Employees of Contractor shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

23. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this Agreement including those covered by copyright.

24. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

25. CONVICTION OF CRIME

- 25.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Contractor.
- 25.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.
- 25.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

26. MATCHING FUNDS

These funds are not available for matching with federal, state or local funds for this or any other Agreement unless certified by County.

27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

27.1 County and Contractor recognize that Federal assistance funds shall be used under the terms of this Agreement. For purposes of this section, Contractor shall be referred to as the "prospective recipient".

27.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
- C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in section 27 of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it shall include a clause identical to section 27 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in section 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

28.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.

28.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. ENTIRE AGREEMENT

29.1 This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

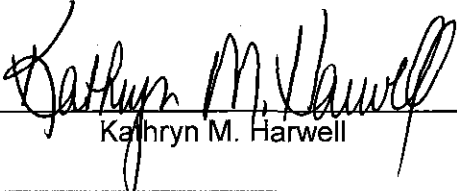
29.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.

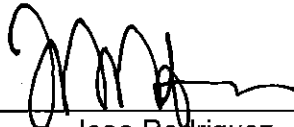


IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

**THE CATHOLIC COUNCIL FOR THE
SPANISH SPEAKING OF THE STOCKTON
DIOCESE, DBA EL CONCILIO**

By: 
Kathryn M. Harwell

By: 
Jose Rodriguez

Title: Director

Title: President/CEO

Dated: 1/4/18

Dated: 12-6-2017

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

COUNTY OF STANISLAUS

By: 

Approved per BOS #: 2017-0710

Title: County Counsel

Dated: 12/19/17

Dated: 12/6/17

**THE CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE STOCKTON DIOCESE,
DBA EL CONCILIO AGREEMENT TO PROVIDE
MEDI-CAL OUTREACH AND ENROLLMENT ASSISTANCE SERVICES
JANUARY 1, 2018 THROUGH JUNE 30, 2020**

Request for Proposal #17-58-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor's responding proposal; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in the RFP, then in such case, the terms and conditions of this Agreement shall prevail.

California Code of Regulations, Title 22, Division 3, Subdivision 1, Chapter 1, § 50004 Medi-Cal Program Administration (c) states the county welfare department in each county shall be the agency responsible for local administration of the Medi-Cal program under the direction of the Department. (Authority cited: Sections 10725 and 14124.5, Welfare and Institutions Code. Reference: Sections 10722, 10743, 11050, 14001.1 and 14100, Welfare and Institutions Code which designates County Social Services departments as being the only entity that can determine eligibility for the Medi-Cal Program, the County is looking for the CBO to gather information that will assist CSA with determining eligibility and assist CSA with annual renewals for the Medi-Cal program.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.330 (c) and is not subject to the Federal sub-recipient monitoring requirements.

I. SCOPE OF WORK:

A. CONTRACTOR RESPONSIBILITIES:

Contractor shall provide Medi-Cal outreach and enrollment assistance services to persons who are in the County jail. In providing services under this Agreement, at all times Contractor shall make a good faith and diligent effort to effectuate enrollment of the targeted population in Medi-Cal. The Contractor shall provide services as follows:

1. Meet with targeted population at the following locations:
 - a. County jail facilities:
 - Stanislaus County Men's Jail located at:
1115 H Street, Modesto, CA
 - The Public Safety Center located at:
200 East Hackett Road, Modesto, CA
 - b. Released inmate's home;
 - c. County Probation Department;
 - d. County Mental Health Facility;

- e. Hospitals, clinics, pharmacies and /or homeless shelters in Stanislaus County;
 - f. Contractor's location and/or;
 - g. Other County approved locations
2. Explain the Medi-Cal and/or Covered California programs and assist inmates with filling out the applications, which includes, but is not limited to:
 - a. Gathering verifications from various locations within Stanislaus County
 - b. Obtaining necessary signatures
 3. Make contact by phone or in person to assist with annual renewals for Medi-Cal and gathering requested verifications for completion of renewals.
 4. Complete the application process (on-line or by paper) and all required training needed to become a Certified Enrollment Entity (with Certified Enrollment Counselors) through Covered California.
 5. Complete the registration process to open a Community Based Organization (CBO) account with C4Yourself to complete the application process if necessary.
 6. Provide a mailing address for inmates who do not have a mailing address to receive correspondence regarding their Medi-Cal.
 7. Staff fluent in English and Spanish at a minimum and are culturally and linguistically diverse.
 8. Staff that passes the County Sheriff's Department modified background check, which includes a Department of Justice (DOJ) fingerprint check and a conviction questionnaire clearance.
 9. Staff that shall work with a variety of designated County and/or State employees such as, Sheriff Deputies, Probation staff, State Parole Officers, Community Services Agency (CSA) Family Services Specialists or other County approved individuals, along with jail inmates, their families and/or their Authorized Representatives.
 10. Staff that perform work under this Agreement shall follow all local, State and Federal laws and rules promulgated by the County Departments governing correctional and mental health facilities.
 11. Provide staff that can operate within the confines of the jail and within designated processes, as approved by the County Sheriff's Department and CSA Solutions Through Action Now Work Opportunity and Responsibility to Kids (StanWORKs).

B. COUNTY RESPONSIBILITIES:

County shall provide the following:

1. Medi-Cal application and/or eligibility training to the Contractor to the extent needed for the provision of the services in this Agreement.

2. Daily, weekly and monthly lists of individuals for enrollment and retention services.

C. JOINT RESPONSIBILITIES:

1. Work together and share customer information.
2. Participate in meetings, as mutually agreed upon.

II. MONITORING:

Contractor shall give authorized County, Federal and State officers, agents, employees, or independent auditors and monitors access to examine and audit all records and material related to program services (Uniformed Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards §200.328, Monitoring and reporting program performance).

III. REPORTING

Contractor shall submit reports or other data as required by the County including, but not limited to:

A. QUARTERLY:

Contractor shall provide a Quarterly Progress Report, EXHIBIT D (O&E Quarterly Progress Report Outreach, Enrollment, and Retention), which is hereby incorporated by reference and made a part hereof, to the Medi-Cal Enrollment Program Manager. The Quarterly Progress Report shall be submitted thirty (30) days following the end of each quarter as listed below:

1. First quarter: July 1st – September 30th report due by October 31st.
2. Second quarter: October 1st – December 31st report due by January 1st.
3. Third quarter: January 1st – March 31st report due by April 30th.
4. Fourth quarter: April 1st – June 30th report due by July 31st.

B. MONTHLY:

Contractor shall provide Monthly Progress Reports, EXHIBIT E (O&E Monthly Progress Report Template Outreach, Enrollment, and Retention) and EXHIBIT F (O&E Monthly Progress Report (data submission) Outreach, Enrollment, and Retention), which are hereby incorporated by reference and made a part hereof, to the Medi-Cal Enrollment Program Manager. The Monthly Progress Reports shall be submitted thirty (30) days following the end of each month.

IV. COMPENSATION:

Contractor shall be compensated for the services provided under this Agreement as follows:

1. The maximum amount of this Agreement for the period January 1, 2018, through June 30, 2020, shall not exceed \$500,000.
 - The maximum amount for the period January 1, 2018, through June 30, 2018, shall not exceed \$100,000.

- The maximum amount for the period July 1, 2018, through June 30, 2019, shall not exceed \$200,000.
 - The maximum amount for the period July 1, 2019, through June 30, 2020, shall not exceed \$200,000.
2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C, which is hereby incorporated by reference and made a part hereof.
 3. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, or as the budget is thereafter amended or obligated.
- A. Contractor shall make no charge to the recipient and shall collect no share of cost.
 - B. This Agreement shall be effective January 1, 2018, through June 30, 2020.
 - C. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
 - D. Costs must comply with Federal grant reform and uniform guidance in Title 2, Code of Federal Regulation (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The changes included in Title 2, CFR 200 supersede and streamline requirements from several Office of Management and Budget (OMB) Circulars. The circulars included are A-21, A-50, A-87, A-102, A-110, A-122 and A-133. All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.
 - E. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.
 - F. Invoices:
 1. For services provided in the months of January 2018 through April 2018, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. Invoices for service months of May and June 2018 are as follows:

May 2018 is due June 1, 2018
June 2018 is due June 8, 2018

2. For services provided in the months of July 2018 through April 2019, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. Invoices for service months of May and June 2019 are as follows:

May 2019 is due June 7, 2019
June 2019 is due June 14, 2019

3. For services provided in the months of July 2019 through April 2020, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. Invoices for service months of May and June 2020 are as follows:

May 2020 is due June 5, 2020
June 2020 is due June 12, 2020

Invoice requirements are subject to change and the Contractor shall be notified in writing.

4. Invoices shall be submitted to:

Stanislaus County Community Services Agency
Attention: Accounts Payable Supervisor, E2A
P.O. Box 42
Modesto, CA 95353-0042
(209) 558-2217
or
AccountsPayableTeam@stancounty.com

5. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these Agreement services, supporting payroll and fringe benefit journals, copies of paid receipts/invoices of all Contractor operational costs billed to this Agreement. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).
6. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
 - b. Contractor shall respond within forty-eight (48) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
 - c. All invoices containing expenses that need additional documentation or clarification not provided to County within forty-eight (48) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.

- d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

G. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after receipt of the invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed.
2. County shall not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.
3. Contractor shall be paid in accordance with the Stanislaus County Travel Policy, located at <http://intranet/departments/auditor-controller/policies> which allows for the claim of mileage during the course of business. The County established mileage rate, maintained by the Stanislaus County Auditor-Controller's Office, may be adjusted annually based on the Internal Revenue Service (IRS) stated rate for that year. Incremental IRS rate increases are not automatic.

NOTE: Contractor must have out of county travel approved by County thirty (30) days prior to the event. The request should be submitted to CSA Program Manager via email.

4. County retains the right to withhold payment on disputed claims.
5. Final payment under Agreement may be held until a termination audit is completed or until receipt of Contractor's annual narrative report.

EXHIBIT B

Insurance Required for Most Contracts (Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation Insurance** as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance** with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

N/A Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

N/A Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: _____ Date: _____

Signature: _____ Date: _____

Vendor Name: Catholic Council for the Spanish Speaking of the Diocese of Stockton - El Concilio

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: *Kevin Watts* Date: 11/27/17

**THE CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE STOCKTON DIOCESE,
DBA EL CONCILIO AGREEMENT TO PROVIDE
MEDI-CAL OUTREACH AND ENROLLMENT ASSISTANCE SERVICES
JANUARY 1, 2018 THROUGH JUNE 30, 2020
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personnel Services	
Salaries	\$277,290
Fringe Benefits (Invoice actual employer paid only)	\$106,758
Total Personnel	\$384,048
Operating Expenses	\$70,497
Indirect (10% of Personnel and Operating)	\$45,455
TOTAL COSTS	<u>\$500,000</u>

**THE CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE STOCKTON DIOCESE,
 DBA EL CONCILIO
 AGREEMENT TO PROVIDE
 MEDI-CAL OUTREACH AND ENROLLMENT ASSISTANCE SERVICES
 JANUARY 1, 2018 THROUGH JUNE 30, 2018
 SIX-MONTH AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personnel Services	
Salaries	\$55,458.00
Fringe Benefits (Invoice actual employer paid only)	\$21,352.00
Total Personnel	\$76,810.00
Operating Expenses	\$14,099.00
Indirect (10% of Personnel and Operating)	\$9,091.00
TOTAL COSTS	<u>\$100,000.00</u>

**THE CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE STOCKTON DIOCESE,
 DBA EL CONCILIO
 AGREEMENT TO PROVIDE
 MEDI-CAL OUTREACH AND ENROLLMENT ASSISTANCE SERVICES
 JULY 1, 2018 THOUGH JUNE 30, 2019
 TWELVE-MONTH AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personnel Services	
Salaries	\$110,916.00
Fringe Benefits (Invoice actual employer paid only)	\$42,703.00
Total Personnel	\$153,619.00
Operating Expenses	\$28,199.00
Indirect (10% of Personnel and Operating)	\$18,182.00
TOTAL COSTS	<u>\$200,000.00</u>

**THE CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE STOCKTON DIOCESE,
 DBA EL CONCILIO
 AGREEMENT TO PROVIDE
 MEDI-CAL OUTREACH AND ENROLLMENT ASSISTANCE SERVICES
 JULY 1, 2019 THROUGH JUNE 30, 2020
 TWELVE-MONTH AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personnel Services	
Salaries	\$110,916.00
Fringe Benefits (Invoice actual employer paid only)	\$42,703.00
Total Personnel	\$153,619.00
Operating Expenses	\$28,199.00
Indirect (10% of Personnel and Operating)	\$18,182.00
TOTAL COSTS	<u>\$200,000.00</u>

O&E Quarterly Progress Report Outreach, Enrollment, and Retention

Vendor: The Catholic Council for The Spanish Speaking of The Stockton Diocese, dba El Concilio

Quarter: _____

Instructions: Report the progress your organization achieved during the month and year-to-date (YTD) towards each work plan objective. This report is comprised of a brief narrative (submitted quarterly) and completion of the chart described below for each O&E objective (submitted monthly).

O & E Quarterly Narrative (Submitted Quarterly):

- Describe the activities carried out this reporting period to meet the objectives, as described in your work plan. Briefly describe indicators or benchmarks used and progress to date. If you worked with any community-based organizations (CBOs), please indicate who they are and what did they do for the project.
 - What did you accomplish during this reporting period? Did you use indicators or benchmarks to determine your progress? How many Medi-Cal enrollments resulted from your Medi-Cal O&E efforts?
- Describe any practices or innovative strategies that were successful and can serve as a model for others or that your county can build upon.
- Describe project activities or successes not identified in the work plan that were a spin-off of work plan activities.
- Describe which, if any, proposed activities were not completed.
 - If the activities completed differ from your proposal, what caused these changes? Were activities delayed and if so, why? Will these activities be completed? When and how? Are there any activities you will not be able to complete during the course of your grant?
- Describe any challenges or barriers encountered and proposed solutions.

O & E Monthly Progress Report Template – EXHIBIT D (Submitted Monthly):

- Using the approved work plan as a blueprint, discuss the progress made on each of your objectives. Quantify your progress whenever possible (e.g., number of people enrolled, enrollment percentages, etc).
- Indicate whether the information provided in this attachment pertains to Outreach, Enrollment, Retention, or any combination of the three, efforts accomplished or attempted during the reporting period.

O & E Monthly Progress Report – EXHIBIT E (Submitted Monthly):

- Provide information for all items that apply to the progress made during the report month.
- Provide year-to-date totals.

**O&E Monthly Progress Report Template
Outreach, Enrollment, and Retention**

Vendor: The Catholic Council for The Spanish Speaking of The Stockton Diocese, dba El Concilio				Reporting Month:	
Check the appropriate box to identify the O&E objective (you may check one or more box below):					
<input type="checkbox"/> Outreach		<input type="checkbox"/> Enrollment		<input type="checkbox"/> Retention	
Major Deliverables and Activities	AB 82 Target Population Reached	Materials	Staff Used/ Location	Status	Performance Measures and Data Collection
<i>Include reference to the major outcome objectives indicated in the work plan</i>	<i>Specify target audience</i>	<i>Specify all materials developed, finalized, or distributed (radio/TV/print ads; brochures, flyers, etc.) using allocation funds</i>	<i>Indicate staff responsible and Location of work plan activities</i>	<i>Indicate the completion date. If not completed, indicate the projected completion date. Provide a reason if date is different than on the approved work plan.</i>	<i>Provide achievements, percentages, and numbers for the month that document achievements.</i>

**O&E Monthly Progress Report (data submission)
Outreach, Enrollment, and Retention**

Vendor: The Catholic Council for The Spanish Speaking of The Stockton Diocese, dba El Concilio

Report Month: _____

Numbers Specific to O&E Activities ONLY

	Current Month	Year-to-date
Amount Billed		
Number of AB 82 individuals reached by O&E efforts		
Number of AB 82 individuals assisted with enrollment into Medi-Cal		
Number of approved Medi-Cal applications resulting from Medi-Cal O&E efforts		
Number of AB 82 beneficiaries assisted with annual eligibility review (AER) and/or Medi-Cal redetermination		
Number of AB 82 beneficiaries that retained Medi-Cal coverage as a result of the O&E efforts		
Number of CEC's and CIA's used in O&E efforts		
Number of CAAs used in O&E efforts		