

COUNTY OF MONTEREY

ORIGINAL

AMENDMENT # 3 to AGREEMENT #A-12656

Solutions West

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Solutions West (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for temporary Eligibility Workers for the Department of Social Services between the parties executed on March 21, 2014, and as amended on June 3, 2014, and October 2, 2014 (hereinafter, "Original Agreement ") by **adding \$211,075 for FY 2014/15, effective June 1, 2015; and adding \$647,960 for FY 2015/16, increasing the total contract amount to \$1,524,355, and extending the term of the Agreement through June 30, 2016.** Therefore, the parties agree:

1. Section 1, GENERAL DESCRIPTION, of the Original Agreement is amended to read as follows:

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AAAA**, in conformity with the terms of this Agreement. The services are generally described as follows: Provide temporary Eligibility Workers for the Department of Social Services.

2. Section 2, PAYMENT PROVISIONS, of the Original Agreement is amended to read as follows:

2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAAA**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of **\$1,524,355**.

3. Section 3, TERM OF AGREEMENT, of the Original Agreement is amended to read as follows:

3.01 The term of this Agreement is from March 1, 2014 to **June 30, 2016**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and Contractor may not commence work before County signs this Agreement.

4. Section 4, **SCOPE OF SERVICES AND ADDITIONAL PROVISIONS**, of the Original Agreement is amended to read as follows:

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

Exhibit AAAA	Scope of Services/Payment Provisions
Exhibit B	HIPAA Business Associate Agreement
Exhibit CCCC	Budget
Exhibit D	Invoice
Exhibit E	Productivity Report
Exhibit F	Lobbying Certification
Exhibit G	DSS Policy & Information Packet


5. Exhibits AAA and CCC of the Original Agreement are rescinded, and replaced by Exhibits AAAA and CCCC, attached.

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: 
Elliott Robinson
Director, DSS

Date: 6/24/15

Approved as to Form:


Deputy County Counsel


Date: 6/10/15

Approved as to Fiscal Provisions:


Auditor-Controller


Date: 6/10/15

**CONTRACTOR:
SOLUTIONS WEST**

By: 
(Chair, President, Vice-President)

Renee S. Carter, President
(Print Name & Title)

Date: 6/5/2015

By: 
(Secretary, CFO, Treasurer)

Renee S. Carter, Secretary
(Print Name and Title)

Date: 6/5/2015

SOLUTIONS WEST**Scope of Services/Payment Provisions***March 1, 2014 – June 30, 2016***I. CONTACTS**

For County: Barbara Verba
Monterey County Dept. of Social Services
1000 S. Main Street
Salinas, CA 93901
(831) 755-4403

For Contractor: Renee Carter
Solutions West President/CEO
P.O. Box 162639
Sacramento, CA 95816
(916) 469-9949

II. BACKGROUND

Monterey County Department of Social Services (County) has a backlog of eligibility work that needs to be processed. The County has implemented major program operation changes since July that have required additional staff to perform new and/or changing functions, staff participation in the planning effort, and time lost from the job because of the need to attend extensive training on the changes. The County is not able to hire sufficient eligibility workers to manage the work due to the time it takes to recruit and train staff. Due to the cyclical unemployment pattern in Monterey County, the County has seen an increase in applications beginning in November and running through March 2014. The County has added and will continue to add workload as a result of the Affordable Care Act (ACA)/ Health Care Reform (HCR) which has an enrollment period from October 2013 to March 2014.

The County is in the process of implementing ACA/HCR and developing and refining policies and procedures to support that effort. The assistance of an on-site Business Analyst who has knowledge of eligibility work processes, the C-IV automated system, ACA/HCR and the state CalHEERS system is needed to support the County in developing and writing policies, procedures, handbooks, training materials and job aids to implement ACA/HCR. Additionally, assistance is needed with assuring that planning meetings are facilitated, timelines are met, and training is provided to staff on ACA/HCR policies, procedures and handbooks.

Contractor has experience in providing eligibility case processing services in Riverside County. They worked with Riverside County to bring in their own staff, as

well as recruited and hired eligibility workers from other counties to work part-time in Riverside County. Riverside County operates using the same C-IV automated system that is used in Monterey County. With their team, Contractor processed 1,500 case renewals and restorations in all programs, with the majority in Medi-Cal.

Contractor has Business Analyst staff that has a thorough understanding of the key provisions of the ACA/HCR, who have developed training and provided training on the functionality of the CalHEERS automated system, which is California's system for ACA/HCR. They have worked, designed, built and delivered training to county line-staff in the C-IV eligibility environment and for Covered California with the CalHEERS automation system. They have provided business consultation and project management services in support of system upgrades in other state departments such as the California Department of Corrections and Rehabilitation, as well as in states such as Vermont and Alaska public assistance agencies.

III. SERVICES TO BE PROVIDED

A. Eligibility Staff

Contractor shall provide a Case Processing Team consisting of minimum of 7-members (1-lead; 6- Workers). The Lead Worker will be responsible for providing on-site supervision of the Team and will review a minimum of the first 5-renewals/reports processed for accuracy. If work is not completed accurately, upon consultation with the assigned Department liaison, an additional 5-renewals/reports will be reviewed.

Work to be completed may include:

- Process up to 6,900 Medi-Cal/MAGI renewals, (assume process 1-renewal/report per hour);
- Process assigned CalFresh/Medi-Cal IEVS and PVS Reports (assume process 1-report in 15 minutes);

Contractor shall be reimbursed at an hourly rate of \$85.00 per hour (includes travel) for Lead Staff and \$80.00 per hour (including travel) or \$55.00 per hour without travel for Eligibility Workers.

The length of the assignment for the Lead will be the duration of the agreement, unless there is agreement by the County to allow a substitute. The length of the assignment for Workers will be a minimum of one week or 40 hours. Any exception to this policy must be mutually agreed upon by the County and Contractor. The County reserves the right to request immediate removal of a worker based on unsatisfactory performance.

B. Business Consultant

The County requires assistance with development of policies, procedures, handbooks, training materials and job aids to support ACA/HCR. Contractor will provide an on-site business analyst to support Monterey County with this effort, including conducting the following tasks:

- Assisting with the review, development and writing of County policies, procedures, handbooks, training materials and job aids;
- Providing project management support services with the implementation of HCR policies, procedures, handbooks, training materials and job aids including monitoring project milestones and deadlines;
- Assisting in the provision of training to staff on HCR policies, procedures, handbooks and job aids;
- Providing Touch Point Meetings; and
- Participating in and/or facilitating designated County Meetings.
- A minimum of 80% of billable hours will be performed on site, unless approved by a designated Monterey County representative.

Contractor shall be reimbursed at an hourly rate of \$125 per hour (including travel and related expenses) for a maximum of 701 hours for the period March 1, 2014 – June 30, 2015.

C. Budget

The costs associated with this Agreement are summarized in the table below. The Charges for HCR Support Services will be billed in accordance with Section V. of the Agreement.

SFY 2013/14 & 2014/15		Total	
Activity	Hours	Rate	Cost
Business Consultant	701	\$125/hour	\$87,625
Lead Worker	1,578	\$85/hour	\$134,130
Eligibility Worker	8,183	\$80/hour	\$654,640
			\$876,395

SFY 2015/16		Total	
Activity	Hours	Rate	Cost
Lead Worker	1,336	\$85/hour	\$113,560
Eligibility Worker	6,680	\$80/hour	\$534,400
			\$647,960

D. Staffing Requirements-Hiring

- a) Contractor agrees to conduct a pre-employment screening and obtain references and resumes for all personnel, including verification of all professional licensure or certification.
- b) Contractor agrees that all personnel assigned to this contract who will perform eligibility work are current eligibility workers in IMS or ALMS agencies, or are retired workers (retired more than six months under PERS and who will not exceed the maximum 980 hours worked, with all employers combined, in the current fiscal year), who are eligible for reinstatement, have held permanent or probationary status in an IMS or ALMS agency.
- c) Contractor Employees should be acceptable to the County and available for the entire length of the assignment, however, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification. Weekends and holidays are included for notification/replacement requirements.
- d) The County reserves the right to require the replacement of any Contractor Employee. If for any reason, a replacement is required within the first eight (8) hours of service, there will be no charge to the County.
- e) The Contractor agrees to replace an unsatisfactory Contractor Employee within twenty four (24) hours of notification.
- f) If at any time beyond the nine (9) or eight (8) hours of service, the Contractor Employee is determined to be unsatisfactory, the Contractor agrees to issue and invoice credit to the County for the total charges from the point the County contact notifies the Contractor that replacement must be made.
- g) Contractor Employees are solely the employees of the Contractor.

E. Staffing Requirements-On Site

- a) Contractor will confirm arrival of its employees by telephone within one-half hour after scheduled arrival time.
- b) Contractor is responsible for communicating information to its employees regarding hours of work, duration and location of assignment, expectations, dress code and other information concerning the assignment. Prior to assignment with County, Contractor shall ensure that each employee reviews/signs the documents contained in the MCDSS Policy Packet, attached as Exhibit G to this Agreement. Contractor shall e-mail a signed Policy Packet for each employee to County's Human Resources Branch (DucoingL@co.monterey.ca.us) prior to placement of any employee.
- c) Contractor employees provided under the terms of this agreement will be appropriately dressed for the assignment and shall maintain a professional demeanor. Dress code policy was provided to the Contractor prior to the start of the agreement.
- d) Contractor employees shall be provided a copy of Contractor's drug-free policy statement and shall adhere to the policy as a condition of employment under this

agreement.

- e) Contractor employees must possess and wear an identification card supplied by the County at all times while working. At the end of the assignment the badge will be collected by the Lead Worker and returned to County's Human Resources office.
- f) Contractor employees shall be oriented to the County's fire, disaster and department specific procedures and infection control practices by the County.

F. Background Screening

All Contractor employees must complete an initial pre-employment background screening prior to assignment with the County. Contractor is responsible for conducting the screenings, and all screenings will be done at Contractor's expense. The background check must include Livescan fingerprinting with the Dept. of Justice.

Contractor shall not assign any Contractor employees with a criminal history report revealing a felony and/or misdemeanor conviction and/or pending case action.

IV. REPORTING REQUIREMENTS

Contractor shall provide to County a weekly Productivity Report, (Exhibit E), indicating number of cases processed, hours expended, issues and other items as determined necessary for County oversight.

V. PAYMENT PROVISIONS:

COUNTY shall pay CONTRACTOR according to the terms set forth in Section 6 of this Agreement, PAYMENT CONDITIONS, and in the Budget, **Exhibit CCCC**. CONTRACTOR shall submit an invoice to COUNTY on the 10th of the month for services rendered in the previous month. Invoices shall identify individual time. A summary that includes the type of case (i.e. Medi-Cal or CalFresh) and number of cases worked shall accompany the invoice. The invoice shall be presented in the form set forth in Exhibit D. Timesheets and payroll register for each individual reimbursement shall accompany the invoice.

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed **one million five hundred twenty-four thousand three hundred fifty-five dollars (\$1,524,355)**.

SOLUTIONS WEST

March 1, 2014 – June 30, 2016

BUDGET

Activity	Total
Business Consultant 701 hours @ \$125/hour	\$87,625
Lead Worker 2,914 hours @ \$85/hour	\$247,690
Eligibility Worker (6) 14,863 hours @ \$80/hour	<u>\$1,189,040</u>
TOTAL:	<u>\$1,524,355</u>