

COUNTY OF MONTEREY
Amendment No. 1 to Agreement #5010-378
SolutionsWest

This Amendment No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and SolutionsWest (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an agreement to provide temporary Medi-Cal Support Services for the period of October 1, 2023 to September 30, 2024 for a contract total of \$1,654,215 (hereinafter “Original Agreement”)

WHEREAS, the parties wish to amend the agreement via Amendment #1 by **adding \$1,210,463** for a revised contract total amount of **\$2,864,678 and extending** the term of the contract to **June 30, 2025**.

AGREEMENT

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

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. **Section 2.0, “PAYMENT PROVISIONS”** is hereby amended as follows:
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1** 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 **\$2,864,678**.
2. **Section 3.0, “TERM OF AGREEMENT”** is amended to read as follows: “The term of this Agreement is from October 1, 2023 to **June 30, 2025**, unless sooner terminated pursuant to the terms of this Agreement”
3. **Exhibit A-1** replaces Exhibit A reflects the budget increase of **of \$1,210,463** for a new contract total of **\$2,864,876** and reflects the term extension through **June 30, 2025**.
4. **Exhibit B-1** replaces Exhibit B references the new Exhibits **A-1 and C-1**.
5. **Exhibit C-1** replaces Exhibit C reflects the additional **\$1,210,463** for a new contract total of **\$2,864,678**.
6. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment #1 and shall continue in full force and effect as set forth in the Original Agreement.
7. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

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

COUNTY OF MONTEREY:

By: _____
Director/Designee

Date: _____

**CONTRACTOR:
SolutionsWest**

DocuSigned by:
By: Renee Carter
(Chair, President, Vice-President)

Renee Carter
(Print Name & Title)

Date: 9/9/2024 | 12:53 PM PDT

By: _____
(Secretary, CFO, Treasurer)

(Print Name and Title)

Approved as to Form:

DocuSigned by:
Anne Brenton
Deputy County Counsel

Date: 9/9/2024 | 2:21 PM PDT

Date: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
Auditor Controller's Office

Date: 9/9/2024 | 2:59 PM PDT

SOLUTIONS WEST

Scope of Services/Payment Provisions

October 1, 2023 – June 30, 2025

I. CONTACTS

a. Primary Contacts

<i>County</i>	<i>Contractor</i>
<p>Joshua Eisenberg Management Analyst II Department of Social Services 1000 South Main Street, Suite 208 Salinas, CA 93901 Phone: (831) 755-4411 Eisenbergjh@countyofmonterey.gov</p>	<p>Cale Bryan Managing Director SolutionsWest 1725 10th Street, Suite 201 Sacramento, CA 95811 Phone: (916) 342-8231 Cbryan@solutionswest.com</p>

b. Additional Contacts:

<p>Rose DeFranco Deputy Director Department of Social Services 1000 South Main Street, Suite 211A Salinas, CA 93901 Phone: (831) 755-4403 Defrancor@countyofmonterey.gov</p>	<p>Renee Carter President/CEO SolutionsWest 1725 10th Street, Suite 201 Sacramento, CA 95811 Phone: (916) 765-7886 Rcarter@solutionswest.com</p>
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II. BACKGROUND

Medi-Cal policy changes and seasonal demand for county services present resource challenges for MCDSS (Monterey County Department of Social Services) in 2023 and 2024. With the end of Medi-Cal Continuous Coverage on March 31, 2023, the MCDSS Community Benefits division is responsible for processing Medi-Cal renewals for the first time since 2020. Renewal activities started on April 1, 2023, for Medi-Cal participants with a June 2023 renewal date which includes processing negative actions such as increased share of cost determinations and discontinuance actions due to changes in eligibility and/or failure to provide verification. MCDSS has 14 months to complete renewals, returning to normal Medi-Cal redetermination operations by June of 2024, per the California Department of Healthcare Services (DHCS). Responding to the significant operational challenges associated with redetermining the eligibility of all those on the MCDSS Medi-Cal rolls while managing staff vacancies, increased

Medi-Cal caseload from 2020 to 2023 of 13% and the increase in demand for other services with Community Benefits requires assistance from a vendor that understands the Medi-Cal program and the data systems that support it.

To temporarily increase MCDSS capacity through the Medi-Cal unwinding and seasonal demand increase periods, Contractor can quickly mobilize and adjust to County specific procedures to immediately assist with data entry and case follow-up activities, resulting in timely and accurate client benefits during the 14 months Medi-Cal unwinding and season demand increase period. The Contractor team will not be making eligibility determinations or issuing benefits. These services are being provided on a limited basis to address the surge in demand, they are not replacing existing staff positions or intended to be a long-term resourcing strategy.

Contractor has conducted similar Medi-Cal support projects in California. In fact, Contractor worked with Monterey County DSS in a similar manner between 2014 and 2019. Additionally, Contractor has worked on Medi-Cal staffing projects with Mendocino County Social Services, Riverside County Department of Public Social Services, and most recently, San Benito County Health and Human Services Agency. Contractor supported thousands of Medi-Cal cases through these engagements.

Contractor is ideally suited to assist Monterey County DSS, given our experience in similar projects, staff qualifications, and subject matter expertise. The Contractor team includes former county staff with decades of experience providing client services for various programs such as Medi-Cal, CalFresh, CalWORKs, and General Assistance. Additionally, Contractor is conducting system training for all CalWIN counties migrating to CalSAWS in 2022 and 2023, so there is a depth of knowledge of the primary data system used for Medi-Cal services.

III. SERVICES TO BE PROVIDED

A. Medi-Cal Support Services/ Contractor Responsibilities

Contractor shall provide a Medi-Cal Support Services team consisting of 13 members, including 10 Support Specialists, 2 Supervisors, and 1 Project Manager.

Support Specialists: Support Specialist's will provide Medi-Cal processing assistance through a variety of actions. This will include reviewing Intake and Renewal packets, contacting clients to complete phone interviews, sending the appropriate form(s) requesting additional verification(s) as required by program/county policy and updating data collection pages in CalSAWS.

Supervisor: The Supervisor will provide oversight and conduct case quality reviews for 100% of cases assigned. They will also provide policy and process guidance to Support Specialists.

Project Manager: The Project Manager provides daily administrative and executive oversight of the project team. The Project Manager will be responsible for maintaining quality and consistent communication of project deliverables to the DSS leadership team.

Contractor will conduct the project remotely, and will provide the following services to complete the project successfully:

1. Support Specialists, Supervisors, and the Project Manager will conduct all onboarding and support services remotely outside of the initial week of onsite onboarding.
2. Participate in a week-long onsite project orientation, hosted by DSS.
3. Supervisors will provide oversight of the Support Specialist team, distribute work, and conduct quality reviews.
4. Supervisors will deliver Weekly Productivity Reports that include: a. Cases reviewed b. Hours expended c. Issues, risks, and any other items deemed necessary.
5. Support Specialists will:
 - a. Review and provide the appropriate updates for Medi-Cal Intake applications and Renewals (redeterminations). Intake cases are the priority for Contractor, with additionally capacity dedicated to Renewals.
 - b. With the appropriate connectivity, image client verification documents through virtual print and index documents/verifications received as appropriate per county policy.
 - c. Process system tasks including, but not limited to, sending first or second requests for documents/verifications, request MAGI, monitor pending due dates, updating Applicant/Recipient Income and Eligibility Verification System (IEVS) reports, updating data related to address change, age change, income change, change reported, Medi-Cal 355 form, Renewal reports, Other Health Coverage (OHC) change, and conducting phone interviews with customers directly.
 - d. Contact customers as needed to obtain necessary documentation and to clarify information to complete the work assigned.
 - e. Entering all required journal records on all actions performed. For Intake and Renewals, once all information is input and the case is ready for EDBC actions, the Pending Authorization process will be utilized for a DSS Intake Supervisor to review and approve the EDBC results submitted by the Support Specialist. Note that the Contractor Supervisors will review case action before the case is sent to the DSS Supervisor for approval of EDBC results.
6. The Project Manager will:
 - a. Provide daily operational oversight of all Support Specialist & Supervisor activities.
 - b. Serve as an escalation point to Contractor Supervisors and MCDSS leadership.
 - c. Interface with MCDSS leadership on items including, but not limited to, work quality, policy, productivity, budget, and resource staffing.
7. Confidentiality
 - a. Each Contractor project team member will sign and comply with the terms of the Monterey County DSS Confidentiality Agreement.
 - b. The Contractor project team will oversee that work and documents remain secure and compliant with Personal Identification Information (PII) requirements.

8. If a resource departs voluntarily or for involuntary reasons, Contractor will assign a new resource with Medi-Cal experience. The assigned Supervisor is responsible for training the replacement resource on County-specific policies and procedures.
9. Contractor will be responsible at Contractor's expense to return any County equipment, including but not limited to laptops, to County at the conclusion of contract, or at such time equipment is no longer required by Contractor.

B. County Project Responsibilities

Monterey County Department of Social Services will provide the project personnel, devices, data system credentials, and appropriate oversight to complete the project successfully.

MCDSS responsibilities include:

1. Hosting and facilitating one (1) week of dedicated training and onboarding for the Contractor Project team, led by MCDSS subject matter experts, at MCDSS facilities. The focus of this training is on current County specific business processes and policies that relate to the Medi-Cal program.
2. Provisioning laptops and zoom phone that can securely access the MCDSS network, and all systems required – CalSAWS, CalHEERS, MEDS.
3. Establishing a program and technical single point of contact for Contractor Project Manager and Supervisors.
4. Providing county specific policy guidance and escalations.
5. Distributing case assignments as needed. The MCDSS Clerical unit will link the CalHEERS MC Referrals and closed Determination Changes and assign into a separate caseload for Contractor staff to pull on a daily basis. Medi-Cal Renewals that are assigned will be transferred to a CalSAWS caseload built for Solutions West where they will be worked on, monitored when determined incomplete and fully processed within 5 days of the MC355 due date.
6. Reviewing and authorizing final Medi-Cal eligibility determinations using the Pending Authorization (first level authorization) process in CalSAWS.
7. Establishing remote sign-on access to California State Automated Welfare System (CalSAWS), Medi-Cal Eligibility Data Systems (MEDS), and California Healthcare Eligibility, Enrollment, and Retention System (CalHEERS) for all assigned staff.
8. Receiving and reviewing Weekly Productivity Reports and, as needed, remove barriers to completing scheduled events.

C. Payment Schedule:

Contractor proposes an all-inclusive hourly service fee by resource type, with a total maximum contract value for this engagement not-to-exceed **Two Million Eight Hundred Sixty-Four Thousand Six Hundred Seventy-Eight dollars (\$2,864,678)**. Payment for services will be invoiced monthly for actual hours worked within thirty (30) days of the services provided. Fixed price One-Time Travel Costs will be invoiced the month immediately following week-long onsite onboarding. Allowable costs for travel expenses incurred while providing services under this Agreement, must follow the Monterey County Auditor/Controller's Travel Policy <https://www.countyofmonterey.gov/government/departments-a->

[h/auditor-controller/policies-and-procedures](#) and must provide back-up documentation.

FY 2023/2025		Total	
Activity	Hours	Rate	Cost
1 Project Manager	3,384	\$81/hour	\$274,104
2 Supervisors	6,768	\$67/hour	\$453,456
10 Support Specialists	33,840	\$62.50/hour	\$2,115,000
One Time Travel Cost	N/A	N/A	\$21,255
Increase Encumbrance	N/A	N/A	\$863
			\$2,864,678

D. Staffing Requirements-Hiring

- a) Contractor agrees to conduct a pre-employment screening to determine appropriateness of the Contracted Employee for this assignment.
- b) Contractor agrees that all personnel assigned to this contract will be knowledgeable of Medi-Cal program requirements, the CalSAWS system, and qualified to provide Medi-Cal support services in the state of California.
- 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 will be provided by the Contractor.
- 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 any Contractor Employee determined to be unsatisfactory.
- f) If at any time beyond the initial eight (8) hours of service, the Contractor Employee is determined to be unsatisfactory, the Contractor will only invoice for services up to 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-

- a) It is expected Contractor will have a minimum of one (1) Supervisor and seven (7) Medi-Cal Support Specialists on duty each workday.
- b) Contractor will inform County contact on any workday Contractor will have fewer than seven (7) Medi-Cal Support Specialists, or less than one (1) Supervisor reporting for duty.
- c) To maintain consistency of supervision, guidance and instruction, Contractor agrees that Supervisors will serve for the entirety of the contract term. If a change in Supervisor must occur, it shall be done with the prior agreement of the County.

- d) Contractor is responsible for communicating information to its employees regarding hours of work, duration and location of assignment, expectations, dress code during onsite onboarding 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 onboarding forms, attached as **Exhibit F** to this Agreement. Contractor shall keep signed onboarding forms for each employee, filed and available upon request.
- e) Contractor employees provided under the terms of this agreement and shall maintain a professional demeanor.
- f) Contractor employees shall be provided a copy of County's drug-free policy statement and shall adhere to the policy as a condition of employment under this agreement.
- g) Contractor employees shall be oriented to the appropriate policy, practice, and procedures determined by the County to be relevant and necessary for Contractor Employees. This orientation will take place during the initial one-week onsite onboarding period.

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. Livescan fingerprinting with the Dept. of Justice will be administered to Contractor employees during onsite onboarding if not completed prior.

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 will provide the County Weekly Productivity Reports. In addition, Contractor will provide the County a Monthly Executive Report that includes a budget update, policy questions, and case productivity summary **Exhibit E**. Monthly productivity will meet or exceed what County expects for Intake and Renewal cases. For Intake cases, Support Specialists are expected to review and update between 8 and 10 cases per worker per day. Renewal case complexity varies significantly; however, each Support Specialist is expected to review and update between 10 and 15 cases per worker per day.

V. PAYMENT PROVISIONS:

COUNTY shall pay **CONTRACTOR** according to the terms set forth in **Exhibit B-1**, Section I. **PAYMENT BY COUNTY**. **CONTRACTOR** shall submit a monthly invoice to County's Contract Administrator no later than the tenth (10th) day following the end of the month during which costs were incurred. A summary that includes the type of Medi-Cal case (i.e., Intake or Renewal) 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. Documentation for travel reimbursement shall also accompany the invoice.

The maximum amount to be paid by the **COUNTY** to the **CONTRACTOR** under this Agreement shall not exceed **Two Million Eight Hundred Sixty-Four Thousand Six Hundred Seventy-Eight dollars (\$2,864,678.00)** per **Exhibit C-1**, Budget

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**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th**. **If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-1**. Only the costs listed in **Exhibit C-1** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C-1**, must follow the Monterey County Auditor/Controller's Travel Policy <https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures> and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A-1**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A-1**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring

disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such

statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

- d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Renee Carter** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the

legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

- b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

**SolutionsWest
Budget
October 1, 2023 – June 30, 2025**

BUDGET CATEGORIES	BUDGET TOTALS
Personnel	
Project Manager/\$81.00 per hour/1 FTE	\$274,104
Supervisor/\$67.00 per hour/2 FTE	\$453,456
Support Specialist/\$62.50 per hour/10 FTE	\$2,115,000
Total Salaries	\$2,842,560
Total Personnel	\$2,842,560
Onboarding Week Expenses*	
Lodging for On Site Onboarding week \$166.00/night for 5 nights	\$14,625
Travel	\$2,730
Per Diem for On Site Onboarding week \$60.00/day for 5 days	\$3,900
Total Onboarding	\$21,255
Increase Encumbrance due to over-claimed	\$863
TOTAL	\$2,864,678

*Onboarding Reimbursement: County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. One Time Travel Costs are calculated for each resource based on an average hotel expense of \$166/per night for five (5) nights, weekly total transportation of \$210, and a \$60 per diem for meals & incidentals. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. (As per County/IRS reimbursement guidelines <https://www.gsa.gov/travel/plan-book/per-diem-rates>)

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed **Two Million Eight Hundred Sixty-Four Thousand Six Hundred Seventy-Eight dollars (\$2,864,678)**.