

**AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 19-155**

This Amendment to BOS Agreement No. 19-155 is entered into this _____ day of _____, 2020, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Solutions West, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 19-155 was entered into on July 1, 2019; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in original BOS Agreement No. 19-155, from \$450,000 to \$900,000; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in original BOS Agreement No. 19-155, from June 30, 2020 to June 30, 2021; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to update Exhibit A – Definition of Services, to include a process for transitioning work to COUNTY staff; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to update Exhibit B- Payment Terms, to include the budget for services in Fiscal Year (FY) 2020-21; and

WHEREAS, CONTRACTOR will continue to provide eligibility determinations, renewals, and updates to Medi-Cal cases within Mendocino County as agreed upon in original BOS Agreement No. 19-155.

NOW, THEREFORE, we agree as follows:

1. The total amount set out in original BOS Agreement No. 19-155 will be increased from \$450,000 to \$900,000.
2. The termination date set out in original BOS Agreement No. 19-155 will be extended from June 30, 2020 to June 30, 2021.
3. The Exhibit A, Definition of Services has been altered and a new Exhibit A is attached herein.
4. The Exhibit B, Payment Terms has been altered and a new Exhibit B is attached herein.

All other terms and conditions of BOS Agreement No. 19-155 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Bekkie Emery
Bekkie Emery, HHSA Assistant Director/
Social Services Director

Date: June 2, 2020

Budgeted: Yes No
Budget Unit: 5010
Line Item: 86-3132
Org/Object Code: SS
Grant: Yes No
Grant No.:

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

Date: 5/12/2020

CONTRACTOR/COMPANY NAME

By: Renee Carter
Renee Carter, President & CEO

Date: 05/26/2020

NAME AND ADDRESS OF CONTRACTOR:

Solutions West, Inc.
1725 10th Street, Suite 202
Sacramento, CA 95811
916-765-7886
rcarter@solutionswest.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
Acting County Counsel

By: Charlotte Scott
Deputy

Date: 5/12/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darvie Antle
Deputy CEO

Date: 5/12/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed 20-124
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Out of County

EXHIBIT A

DEFINITION OF SERVICES

Step 1: Objective

- A. To assist COUNTY in completing Medi-Cal applications, renewals, tasks and imaged documents.

Step 2: CONTRACTOR Obligations:

CONTRACTOR shall provide the following:

- A. A Case Processing Team consisting of three to ten (3-10) members including one (1) lead worker. The lead worker will be responsible for providing on-site supervision of the team and will conduct quality reviews for up to fifty percent (50%) of the cases processed. The number of reviews may be adjusted by agreement with the COUNTY.
- B. Schedule for case processing to be reduced in the second year of this contract. Total hours for year two should be reduced by a minimum of twenty percent (20%) over the initial contract year.
- C. Staff to process Medi-Cal documents as follows:
 - 1. Medi-Cal Applications.
 - 2. Medi-Cal Renewals.
 - 3. Imaged documents, allocated ten (10) minutes for an average of six (6) processed per hour of work time.
 - 4. Associated system tasks, allocated twelve (12) minutes for an average of five (5) processed per hour of work time. System tasks include sending second requests for documents, processing Income and Eligibility Verification System (IEVS) reports, Address Change, Age Change, Income Change, Change Reported, Child Support Co-Op, First Pend, MC 355, RE, Modified Adjusted Gross Income (MAGI) Eligibility, Other Health Coverage (OHC) Change, Review, Second Pend, Verif Due and Vital Statistics.
- D. Contact customers as needed to obtain necessary documentation and to clarify information to complete the work assigned.
- E. Staffing Requirements – Hiring

1. CONTRACTOR agrees to conduct a pre-employment screening and obtain references and resumes for all personnel, including verification of all professional licensure or certification.
2. 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 Department 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.
3. CONTRACTOR agrees that all personnel assigned to this contract, who will perform eligibility work, are current eligibility workers in Interagency Merit Systems (IMS) or Approved Local Merit Systems (ALMS) agencies, or are retired workers (retired more than six (6) months under Public Employees' Retirement System (PERS) and who will not exceed the maximum nine hundred eighty (980) hours worked, with all employers combined, in the current fiscal year), who are eligible for reinstatement, and have held permanent or probationary status in an IMS or ALMS agency.
4. 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.
5. 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.
6. CONTRACTOR agrees to replace an unsatisfactory CONTRACTOR employee within twenty four (24) hours of notification.
7. If at any time beyond the first 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.
8. CONTRACTOR employees are solely the employees of CONTRACTOR.

F. Staffing Requirements - On Site

1. CONTRACTOR will provide a schedule at least one (1) week in advance and confirm any changes within two (2) business days of the arrival of staff.
 2. 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.
 3. CONTRACTOR employees provided under the terms of this agreement will be appropriately dressed for the assignment and shall maintain a professional demeanor.
 4. 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.
 5. 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 contact.
 6. CONTRACTOR employees shall be oriented to the COUNTY's fire, disaster and department specific procedures, and infection control practices by the COUNTY.
 7. The length of the assignment for the Lead Worker 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 (1) week, or forty (40) hours. Weekly assignment of Workers will be stepped down as permanent COUNTY staff in the Eligibility Specialist classification increases. 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.
- G. Ensure all work and documents remain secure and compliant with Personal Identification Information requirements.
- H. Provide services as of the execution date of the contract projected to be July 1, 2019 and continuing through June 30, 2021.
- I. Provide to COUNTY a weekly Productivity Report, indicating number of cases processed, hours expended, issues and other items as determined necessary for COUNTY oversight.

Step 3: COUNTY Obligations:

COUNTY shall provide:

- A. Access and support including:
 - 1. COUNTY workspace and equipment to complete assigned duties.
 - 2. Temporary identification cards and scan card access to work site.
 - 3. Sign-on access to C-IV System, California Automated Consortium Eligibility System (CalACES), California State Automated Welfare System (CalSAWS), Medi-Cal Eligibility Data Systems (MEDS) and California Healthcare Eligibility, Enrollment, and Rentention System (CalHEERS) for all assigned CONTRACTOR staff.
- B. Weekly assignment list.
- C. Safety and security information for worksite, to CONTRACTOR for review with contracted staff.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

- A. COUNTY will pay CONTRACTOR at the rate of eighty-five dollars (\$85) per hour for Lead Worker services and eighty-two dollars and fifty cents (\$82.50) per hour for Eligibility Worker services as outlined in Exhibit A. Costs associated with this Agreement are summarized in the tables below:

FY 2019/20		Total	
Staff	Hours	Rate	Cost
Lead Worker	1620	\$85.00	\$137,700
Eligibility Worker	4874	\$82.50	\$402,138
Processing Fee		\$135	\$135
Total			\$539,973

FY 2020-2021		Total	
Staff	Hours	Rate	Cost
Lead Worker	1080	\$85.00	\$91,800
Eligibility Worker	3250	\$82.50	\$268,092
Processing Fee		\$135	\$135
Total			\$360,027

- B. CONTRACTOR will bill COUNTY on a monthly basis within thirty (30) days of the services provided.

C. CONTRACTOR's invoice will include:

1. Time period the invoice covers.
2. Report of services rendered during time period the invoice covers.

3. Signature of CONTRACTOR certifying services described on invoice have been performed.
4. Timely submission to the COUNTY by the tenth (10th) of the month for services rendered the previous month, with the final invoice being received no later than July 10, 2021.

D. Invoices are to be sent to:

COUNTY OF MENDOCINO
Health and Human Services Agency
Social Services Branch
737 S. State St.
Ukiah, CA 95482
Attn: Rachel Ebel-Elliott
Ebel-ElliottR@MendocinoCounty.org

Payments under this agreement shall not exceed Nine Hundred Thousand Dollars (\$900,000) for the term of this agreement. Additional funding is not committed or guaranteed in future years beyond the terms of this contract.

[END OF PAYMENT TERMS]