

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

425



FROM: Department of Public Social Services

SUBMITTAL DATE:
November 5, 2014

SUBJECT: Agreement with County Welfare Directors Association of California and Ricardo Miranda for the provision of services to work on the CalHEERS Automation Project through fiscal year 2016-17. [Districts – ALL] [\$266,775 total]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve, ratify and authorize the Chair of the Board to sign the attached Agreement #AA-02981 with County Welfare Directors Association of California for the period of October 30, 2014 through June 30, 2017 for an amount not to exceed \$266,775.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the Agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.
3. Authorize the Director of DPSS to administer the Agreement with County Welfare Directors Association of California.

Susan von Zabern
Susan von Zabern
Director

FORM APPROVED COUNTY COUNSEL
BY: *GREGORY P. PRAMOS*
DATE: 11/13/14
Department of Concurrence

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|--|----------------------|-------------------|-------------|---|---|
| COST | \$ 60,063 | \$ 69,741 | \$ 266,775 | \$ 0.00 | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |
| SOURCE OF FUNDS: Federal Funding: 0% State Funding: 0%; County Funding: 0%; Realignment Funding: 0%; Other Funding: 100% | | | | Budget Adjustment: No | |
| | | | | For Fiscal Year: 14-15, 15-16, 16-17 | |

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

3-9

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Agreement with County Welfare Directors Association of California and Ricardo Miranda for the provision of services to work on the CalHEERS Automation Project through fiscal year 2016-17. [Districts – ALL] [\$266,775 total]**

DATE: November 5, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary

The County Welfare Directors Association of California (CWDA) is a non-profit association representing the human services directors from each of California's 58 counties and is an affiliate member of the California State Association of Counties. Since the early stages of planning for the implementation of the Affordable Care Act, CWDA has worked closely with the Department of Health Care Services (DHCS) and Covered California to ensure that counties' operational needs for Medi-Cal administration were being adequately addressed. Since the implementation of the Affordable Care Act last October, counties have experienced many technical problems with the State's new case management system, the California Health Eligibility and Enrollment Retention System (CalHEERS). Among the issues that counties continue to experience are system performance issues, inconsistencies in the integrity of the information being transmitted between CalHEERS and the State Automated Welfare System (SAWS) as well as system defects resulting in incorrect eligibility results.

To assist with system improvements and ensure that there is sufficient coordination with counties in the decision-making process, Covered California, DHCS and CWDA agreed to have two county liaisons assigned to the CalHEERS project team. Under this assignment, the county liaison will represent and advocate for county needs on the CalHEERS project, in coordination with CWDA and the State's Office of Systems Integration. The liaison will help ensure that the CalHEERS project meets federal, state, and county fiscal and operational needs through participation in system design and development and review of project documentation. Other responsibilities include analysis of regulations and legislation, participation in project development documents for state and federal control agencies, and tracking and reporting on project impacts and issues.

County representatives interested in this assignment submitted applications and were interviewed for the position. From this process, DPSS employee, Ricardo Miranda, was selected for this assignment. Mr. Miranda is currently assigned to the C-IV project in Sacramento to assist with State Automated Welfare System changes. His experience working within the Department as well as at C-IV provides the unique skill set that this position requires. Under this agreement, Mr. Miranda will work full time at the CalHEERS project site through Fiscal Year 2016-17 in Sacramento. DPSS will be fully reimbursed by the State via CWDA for all salary, benefits and overtime that is incurred, including any COLAs or step increases that would be due to Mr. Miranda during this time period. The term of the agreement is for one year, beginning October 30, 2014 through June 30, 2015 and can be automatically renewed for two additional one-year terms through FY 2016-17.

Impact on Residents and Businesses

This agreement will help ensure that changes to the CalHEERS system will meet county requirements, ultimately ensuring better accessibility and support for the public in obtaining health care coverage.

SUPPLEMENTAL:

Additional Fiscal Information

Contract History and Price Reasonableness

ATTACHMENTS (if needed, in this order):

SvZ:ab

AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE, THE COUNTY WELFARE DIRECTORS ASSOCIATION OF CALIFORNIA, AND RICARDO MIRANDA, FOR THE PROVISION OF SERVICES TO WORK ON THE CALHEERS AUTOMATION PROJECT

This agreement is entered into between the County of Riverside, a political subdivision of the State of California (“County”); the County Welfare Directors Association of California, a California corporation (“Association”); and Ricardo Miranda (“Employee”) for the purpose of providing to the Association a Riverside County employee to work on the statewide CalHEERS Automation Project and related projects. For the purposes of this agreement, CalHEERS is a statewide computer system deployed in all 58 counties to support the administration of Medi-Cal and Covered California health care programs.

1. RESPONSIBILITIES OF COUNTY

Pursuant to the terms and conditions of this agreement, County shall:

- A. Assign Employee to work full time at the Project site in Sacramento County (“Project Site”).
- B. While Employee is assigned to the Project Site, compensate Employee as provided in the Riverside County Personnel Rules and current salary schedule in the classification of Business Process Analyst II, or any replacement classification adopted by the Riverside County Board of Supervisors, at Employee’s current salary step during the time Employee is working at the Project Site pursuant to this agreement.
- C. While Employee is assigned to the Project Site, provide benefits including, but not limited to, County’s share of health insurance, life insurance, retirement, Social Security and Medicare benefits, and vacation and sick leave accruals, as prescribed in the Riverside County Personnel Rules and/or required by federal and state laws. In addition, while assigned to the Project Site, Employee shall be entitled to take the paid holidays specified in the Riverside County Personnel Rules.
- D. While Employee is assigned to the Project Site, continue to cover Employee under County’s workers’ compensation and liability insurance coverage.

2. RESPONSIBILITIES OF EMPLOYEE

Pursuant to the terms and conditions of this agreement, Employee shall:

- A. Report to work at the Project Site for the duration of this agreement. Work hours shall be a full time schedule (minimum of 40 hours per week) approved by Association’s Information Technology Associate, except for the paid holidays specified in the Riverside County Personnel Rules. Employee is subject to overtime compensation per the Riverside County Personnel Rules. Overtime shall only be worked upon consultation with the Association’s Information Technology Associate.

- B. Conduct himself in a professional manner and in conformance with the Riverside County Personnel Rules and applicable federal and state labor laws.
- C. Complete and submit to County all documentation required by County to appropriately account for compensated time working at the Project Site and allow for timely billing to Association.
- D. During the term of this agreement, report to County, within one business day, any injury or incident that may incur liability on the part of County including, but not limited to, work-related injuries that may be covered under County's workers' compensation insurance.
- E. Subject to reimbursement as provided in Section 3.B., arrange and pay for all his own travel, housing, and living expenses while assigned to the Project Site. Employee shall not seek reimbursement from County for any travel, housing, or living expenses Employee incurs as a result of his assignment to the Project Site.
- F. Assume responsibility for all taxes and other legal liability for travel, per diem, and other expenses or services provided directly to Employee by Association.
- G. Maintain any certifications and competencies required by Association while assigned to the Project.
- H. Report directly to Association's Information Technology Associate or other position as designated by Association for Project-related duties.
- I. Provide services to Association as specified in EXHIBIT A – STATEMENT OF WORK, attached to and incorporated in this agreement. In the event of any conflict between the provisions of this agreement and the provisions of EXHIBIT A, the provisions of this agreement shall govern.

3. RESPONSIBILITIES OF ASSOCIATION

Pursuant to the terms and conditions of this agreement, Association shall:

- A. Reimburse County for salary and benefit costs incurred, with respect to Employee, for the duration of Employee's assignment to the Project. EXHIBIT B - BUDGET is an estimate of the salary and benefit costs, with respect to Employee, for County Fiscal Years 2014/2015, 2015/2016, and 2016/2017. For the purposes of this agreement, a County Fiscal Year begins on July 1 and ends on June 30. Salary and benefit costs shall include payment for vacation, holiday, sick leave, and unused compensatory time off paid to Employee during Employee's assignment to the Project.
- B. Reimburse Employee directly for travel and per diem costs necessarily incurred by Employee in performance of services under this agreement. Travel and per diem costs shall not exceed those established by the U.S. General Services Administration (GSA) for the Sacramento area at the time the travel and per diem costs are incurred.

4. BILLING AND PAYMENT

County shall submit to Association within 30 days after the end of each month during the term of this agreement, a statement of salary and benefit costs incurred by County for the previous month. Association shall pay County within 30 days of receipt of each statement. For the purposes of effectuating payment, this provision shall survive the termination, expiration, or cancellation of this agreement.

5. TERM OF AGREEMENT

The initial term of this agreement shall be for one year beginning as of the date it has been signed by all parties. The term of this agreement shall be automatically renewed for two additional one-year terms under the same terms and conditions unless written notice of non-renewal is provided by any party to the other parties at least 30 days prior to the expiration of the then current term.

6. TERMINATION OF AGREEMENT

- A. County, Association, or Employee may terminate this agreement without cause upon 30 days' written notice to the other two parties.
- B. If the State of California budget for any state fiscal year covered under this agreement reduces or deletes funding to Association to support this agreement, this agreement may be immediately terminated by County or Association.
- C. County, Association, or Employee may terminate this agreement immediately for cause.
- D. If this agreement is terminated, Association shall reimburse County as prescribed in Section 3.A. for all unpaid salary and benefit costs incurred under this agreement prior to the date of termination, and Association shall reimburse Employee as prescribed in Section 3.B. for all unpaid travel and per diem costs incurred by Employee prior to the date of termination and for all unpaid travel and per diem costs reasonably incurred by Employee after termination of this agreement which travel and per diem costs relate to Employee leaving the Project and the Project Site.

7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. County, Association, and/or Employee shall be entitled to no other benefits other than those specified herein. County, Association, and Employee specifically acknowledge that in entering into and executing this agreement, the parties rely solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by all parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not

cause an increase to the maximum amount payable under this agreement may be agreed to in writing between all parties.

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

8. EMPLOYMENT STATUS OF COUNTY AND EMPLOYEE.

County shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Association to exercise discretion or control over the professional manner in which County performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by County shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of Association is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. During the entire term of this agreement, Employee shall be an employee of Riverside County and shall not be an employee of Association. Nothing in this agreement is intended to establish an employer-employee relationship between Association and Employee.

9. MUTUAL INDEMNIFICATION

Association shall defend, hold harmless, and indemnify Riverside County; Employee; and Riverside County's elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of the Association or any of Association's subcontractors, any person employed under Association, or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County (other than Employee while undertaking Employee's responsibilities pursuant to this agreement). Furthermore, Association shall defend, hold harmless, and indemnify Riverside County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of Employee while undertaking Employee's responsibilities pursuant to this agreement.

County shall defend, hold harmless, and indemnify Association; and Association's officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons'

injury, including death, or property (including property of Association) being damaged by the negligent acts, willful acts, or errors or omissions of County or any of County's subcontractors, any person employed by County (other than Employee while undertaking Employee's responsibilities pursuant to this agreement), or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Association.

10. NOTICE OF CLAIM/APPLICABLE LAW/VENUE

- A. If any claim for damages is filed with Association or if any lawsuit is instituted concerning Association's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Association shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Riverside County.

11. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Association shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services undertaken pursuant to this agreement.
- B. Association shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability, or use of family care leave.
- C. Association represents that Association is in compliance with and agrees that Association shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

12. ACCESS TO RECORDS/RETENTION

County, federal, and state officials shall have access to any books, documents, papers, and records of Association that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Association or County. Except where longer retention is required by federal or state law, Association shall maintain all records for

five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

13. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Association's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Association's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Association's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

14. LICENSES AND PERMITS

Association shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Riverside, the County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

15. PERFORMANCE STANDARDS

Association, County, and Employee shall undertake their respective responsibilities under this agreement in accordance with the industry and/or professional standards applicable to each party's respective responsibilities.

16. CONFLICTS OF INTEREST

Association and Association's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of Association's responsibilities under this agreement.

17. NOTICES

A. Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County:

Director

Riverside County Department of Social Services
4060 County Circle Drive
Riverside, CA 92503
951 358-3005

951 358-3163 Fax

If to Association: Executive Director
County Welfare Director's Association
925 L Street Suite 350
Sacramento, CA 95814
916 443-1749
916 443-3203 Fax

If to Employee: Ricardo Miranda
925 L Street Suite 350
Sacramento, CA 95814
916 443-1749
916 443-3202 Fax

- B. Written notice shall be deemed to be effective two days after mailing.
- C. Without amending this agreement, the parties may, from time to time and at any time, change their respective addresses, telephone, and FAX numbers by giving at least 10 days written notice, sent by first-class mail, to the other parties.

18. AGREEMENT PREPARATION

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that no party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code section 1654.

19. CONFIDENTIALITY

During the term of this agreement, the parties may have access to information that is confidential or proprietary in nature. The parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other parties or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

20. CONFIDENTIALITY OF CLIENT INFORMATION - ASSOCIATION

Association shall comply with, and require all of Association's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures.

21. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County, Association, and Employee have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

COUNTY OF RIVERSIDE

Date: _____

JEFF STONE, CHAIRMAN
RIVERSIDE COUNTY BOARD OF SUPERVISORS

ATTEST
KECIA HARPER-IHEM
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

~~ERIC STOPHER~~ GREG PRIAMOS
County Counsel


By: ERIC STOPHER 11/12/14

ASSOCIATION

Date: 11/5/14

By: 
FRANK MECCA, Executive Director
California Welfare Directors Association
Tax ID # 941367270

EMPLOYEE

Date: 11/4/2014

By: 
Ricardo Miranda, Business Process Analyst II

EXHIBIT A
STATEMENT OF WORK

Under the terms of this agreement, Employee agrees to perform the following duties as CalHEERS County Subject Matter Expert Liaison:

1. Task 2.1 – Work with State staff and vendors as part of the CalHEERS Project Team/CalHEERS related project teams and provide the following tasks. The Subject Matter Expert shall report to and coordinate with the Executive Liaison and CWDA in representing the counties' needs from the CalHEERS project/related projects.
 - a. Task 2.1.1 – Participates, analyzes, and recommends business requirements in accordance with CWDA's direction and priorities during requirements development and validation. Participates and assists in the detailed design. Works closely with the CalHEERS project team/ CalHEERS related project teams to provide analysis on each phase of the Software Development Life Cycle (SDLC). Recommends and/or develops changes to the requirements/design.
 - b. Task 2.1.2 – Analyzes legislation, regulations, and court decisions in regard to impact on the CalHEERS project/related projects and performs ongoing review and revision of the CalHEERS project/related project requirements and business process workflows, activities and business rules to ensure they remain in alignment with current policy and legislation.
 - c. Task 2.1.3 – Acts in the capacity of a Subject Matter Expert (SME) to ensure the project meets federal, State, and county program fiscal, and business needs. Provides input to stakeholders on programmatic problems or issues as they arise.
 - d. Task 2.1.4 – Assists in developing, revising and reviewing all project documentation related to program descriptions, needs, performance measures, and outcomes.
 - e. Task 2.1.5 – Assists in developing State and federal control agency documents including Advance Planning Documents, Special Project Requests, and procurement documents (e.g., Request for Proposal). Performs research and develops recommendations to clarify requirements and other business practice information based on bidder questions during solicitation. Participates in the solicitation process, bidders' conference, confidential discussions with bidders, and evaluation of proposals and/or offers, including demonstrations.
 - f. Task 2.1.6 – Provides subject matter expertise on business process improvement efforts and enhancements to the CalHEERS project/related project. Identifies and reports potential impacts and issues to the project.
2. Deliverables and Due Dates List

| Deliverable | Due Date |
|---|--|
| <p>Task 2.1.1 through 2.1.6: Weekly Oral Status Report Present an oral weekly CWDA report to the OSI CalHEERS Program Management Deputy Director that includes an overview of:</p> <ul style="list-style-type: none"> • Activities accomplished • Activities planned • Schedule | <p>Weekly, designated by OSI Deputy Director</p> |
| <p>Task 2.1.1 through 2.1.6: Monthly Written Status Report Prepare and submit a CWDA Monthly Written Status Report (MSR) including:</p> <ul style="list-style-type: none"> • Dates worked • Hours worked by task • Description of activities | <p>Monthly, by the tenth calendar day of each month</p> |
| <p>Task 2.1.1 through 2.1.6: Final Status Report Prepare, submit, and present a CWDA Final Status Report at close of the contract that includes:</p> <ul style="list-style-type: none"> • Summary of project activities, tasks and deliverables • Project accomplishments • Lessons learned including what went well, what did not go well and recommendations for improvement • Provide tasks for the remaining lifecycle phases | <p>Fifteen (15) calendar days prior to expiration of Agreement</p> |

**EXHIBIT B
BUDGET**

**Ricardo Miranda
10/30/2014 through 6/30/17**

| | FY 2014/15 | FY 2015/16 | FY 2016/17 |
|-----------------|-------------------------|-----------------------|-----------------------|
| | 10/30/14-6/30/15 | 7/1/15-6/30/16 | 7/1/16-6/30/17 |
| Salary | \$ 42,025 | \$ 69,741 | \$ 75,083 |
| Benefits | \$ 18,038 | \$ 29,841 | \$ 32,047 |
| Total | \$ 60,063 | \$ 99,582 | \$107,130 |

Salary and benefit costs are shown for information estimates only.