

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 12/1/15

PURCHASING & FLEET SERVICES  
Lisa Brandl  
 Lisa Brandl, Director  
 Departmental Concurrence

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

172



**FROM:** Department of Public Social Services (DPSS)

**SUBMITTAL DATE:**  
 December 1, 2015

**SUBJECT:** Ratify and Execute Agreement #AA-03231 with the County Welfare Directors Association of California to provide Health Care Reform Support, for three years renewable annually, without seeking competitive bids. Districts All; [\$287,875 annually; \$863,625 total]. Federal Funding: 50%; State Funding: 50%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Execute Agreement #AA-03231 with the County Welfare Directors Association of California for the period of July 1, 2015 through June 30, 2016 for an amount not to exceed \$287,875 annually, which contains the option to renew for two (2) additional years; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funds for required services to exercise renewal options and to sign amendments that do not change the substantive terms of the Agreement, including amendments to the compensation provision that do not exceed a 10% contingency, as approved by County Counsel.

Susan von Zabern  
 Susan von Zabern  
 Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 287,875	\$ 287,875	\$ 863,625	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> Federal Funding: 50%	State Funding: 50%	Budget Adjustment: No
County Funding: 0%	Other Funding: 0%	
Realignment Funding: 0%		For Fiscal Year: FY15/16-FY17/18

**C.E.O. RECOMMENDATION:** APPROVE  
 BY: Jennifer L. Sargent  
 County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: December 15, 2015  
 xc: DPSS, Purchasing

Kecia Harper-Ihem  
 Clerk of the Board  
 By: Kecia Harper-Ihem  
 Deputy

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

Prev. Agn. Ref.: \_\_\_\_\_ District: All Agenda Number: \_\_\_\_\_

3-26

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

**FORM 11:** Ratify and Execute Agreement #AA-03231 with the County Welfare Directors Association of California to provide Health Care Reform Support for one year, without seeking competitive bids. Districts All; [\$287,875 annually; \$863,625 total]. Federal Funding: 50%; State Funding: 50%

**DATE:** December 1, 2015

**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.

In overseeing implementation of the Affordable Care Act, and on behalf of California's 58 counties, CWDA has been actively engaged in discussions with both the Department of Health Care Services and Covered California since the early stages of planning. CWDA will continue to be instrumental in providing guidance to both the California Department of Health Care Services (DHCS) and Covered California regarding the numerous policy, programmatic and system changes that have and continue to be necessary for creating an effective delivery system.

It is critically important for counties to be immersed in the decisions that are being made, and CWDA with both their ability to maintain key relationships and their history of representing California counties in health and human services matters, is currently the only vendor capable of doing this on our behalf.

This arrangement between Riverside County and CWDA (on behalf of all counties) has been in place since 2012 and is expected to be a needed mechanism for ongoing support for all counties for at least a few more years. Recent organizational changes at CWDA resulted in a delay in bringing forward this agreement. For the last few years, Riverside County has had a staff member on loan to CWDA to assist with some of these activities. Counties recognized that the demands for support in this area require dedicated staff. As a result, the person on loan has since been hired by CWDA and the related costs for the position have been incorporated into this agreement.

**Impact on Residents and Businesses**

This agreement will allow Riverside County the opportunity to provide direct input towards the creation of a more effective delivery system of Health Care services to existing and potential DPSS clients, ultimately ensuring better accessibility and support for Riverside county clientele.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

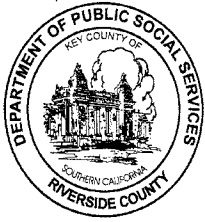
Funding for this agreement is comprised of 50% Federal and 50% State funds and was budgeted through the normal County budget process. Funds for this agreement are already included in the FY 15/16 budget; no budget adjustment is necessary.

**Contract History and Price Reasonableness**

The annual cost for this contract will be \$287,875 and will include the option to renew for two (2) additional years. The contract is being brought forward by Riverside County on behalf of all counties within California as we are one of the few counties that utilize a State approved direct charge methodology that would allow for this cost to be fully charged to Medi-Cal, which is 100% State and Federally funded. Riverside County's Medi-Cal funding allocation will not be adversely impacted by this agreement. There is a long standing practice among counties to shift allocations administratively to ensure that different operational issues are addressed. This is the most direct mechanism to ensure that all counties have adequate support to prepare for the changes associated with health care reform.

**ATTACHMENTS:**

- A. SOLE SOURCE JUSTIFICATION
- B. AGREEMENT #AA-03231



# Department of Public Social Services

Administrative Office: 4060 County Circle Drive, Riverside, CA 92503  
(951) 358-3000 FAX: (951) 358-3036  
www.dpss.co.riverside.ca.us

**Susan von Zabern, Director**

Date: November 2, 2015  
From: Susan von Zabern, Director of the Department of Public Social Services (DPSS)  
To: Board of Supervisors/Purchasing Agent  
Via: Susan von Zabern, Director of the Department of Public Social Services (DPSS)  
Subject: Sole Source Procurement; Health Care Reform Support

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** The County Welfare Directors Association of California (CWDA)
2. **Vendor ID:** 14147
3. **Supply/Service being requested:** Health Care Reform Support

4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:**

None. Due to the extremely unique and customized nature of this support, there are no alternative suppliers who can provide these support services. The County Welfare Directors Association of California (CWDA) is currently the only non-profit association representing human services directors from each of California's 58 counties and is an affiliate member of the California State Association of Counties.

5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**

In overseeing implementation of the Affordable Care Act, and on behalf of California's 58 counties, CWDA has been actively engaged in discussions with both the Department of Health Care Services and Covered California since the early stages of planning. CWDA will continue to be instrumental in providing guidance to both the California Department of Health Care Services (DHCS) and Covered California regarding the numerous policy, programmatic and system changes that have and continue to be necessary for creating an effective delivery system.

It is critically important for counties to be immersed in the decisions that are being made, and CWDA with both their ability to maintain key relationships and their history of representing California counties in health and human services matters, is currently the only vendor capable of doing this on our behalf.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**

CWDA support services will ensure that counties are able to continue providing solutions to system problems and offering critical input regarding policy changes that otherwise may adversely impact customers. Through CWDA, Riverside County will be guaranteed a voice at the table during these important discussions, allowing for direct input towards the creation of a more effective delivery system of services to DPSS clients.

7. **Period of Performance:** From: July 1, 2015 to June 30, 2016  
 (Total of two (2) years)

Is this an annually renewable contract?  No  Yes  
 Is this a fixed-term agreement:  No  Yes

*The period of performance is from July 1, 2015 – June 30, 2016, with no renewal options.*

8. **Identify all costs for this requested purchase.**

Description:	FY 15/16	FY 16/17	FY 17/18	FY__	FY__	Total
One-time Costs:	\$287,875	\$287,875	\$287,875			\$863,625
Ongoing Costs:						
Total Costs	\$287,875	\$287,875	\$287,875			\$863,625

9. **Price Reasonableness:**

The contract is being brought forward by Riverside County on behalf of all counties within California as we are one of the few counties that utilize a State approved direct charge methodology that would allow for this cost to be fully charged to Medi-Cal, which is 100% State and Federally funded. Riverside County's Medi-Cal funding allocation will not be adversely impacted by this agreement. There is a long standing practice among counties to shift allocations administratively to ensure that different operational issues are addressed. This is the most direct mechanism to ensure that all counties have adequate support to prepare for the changes associated with health care reform.

10. **Projected Board of Supervisor Date (if applicable):** December 15, 2015

Susan von Zabern Susan von Zabern 11/4/15  
 Department Head Signature Print Name Date  
 (or designee)

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove  
 Not to exceed: \$ 287,875.00 One time Annual Amount through 6/30/2018  
 (Date)

Lis Brandl 12/2/15 16-402  
 Purchasing Agent Date Approval Number  
 (Reference on Purchasing Documents)

**List Attachments:**

- Form-11
- Agreement

## AGREEMENT

This Agreement is made and entered into by and between COUNTY OF RIVERSIDE, a subdivision of the State of California, on behalf of its Department of Public Social Services ("COUNTY OF RIVERSIDE" or "Contractor") and COUNTY WELFARE DIRECTORS ASSOCIATION OF CALIFORNIA ("CWDA" or "Subcontractor"), a non-profit 501(c)(6) organization. For and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Parties to the Agreement.** The parties to this Agreement are: County of Riverside ("COUNTY OF RIVERSIDE" or "Contractor") and County Welfare Directors Association of California ("CWDA" or "Subcontractor").

**2. Representatives of the Parties and Service of Notices.** The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Contractor:  
Susan von Zabern, Director  
County of Riverside  
Department of Public Social Services  
4060 County Circle Drive  
Riverside CA 92503

Subcontractor:  
Frank Mecca, Executive Director  
County Welfare Directors Association  
925 L Street – Suite 350  
Sacramento, CA 95814

With copies to:  
Catherine Senderling-McDonald, Deputy Director  
Christiana Smith, Information Technology Associate  
Sarah Jimenez, Communication and Outreach Coordinator

Formal notices, demands and communication to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

**3. Relationship of the Parties.** Subcontractor enters into this Agreement as and shall continue to be, an independent contractor and not as an agent or employee of the COUNTY OF RIVERSIDE. The parties intend by this Agreement solely to effect the appointment of Subcontractor as independent contractor and no other relationship is intended to be created by this Agreement. Subcontractor shall at all times maintain Subcontractor's own business as a distinct and separate legal entity from that of COUNTY OF RIVERSIDE. Performance of the Services described in this Agreement shall be subject solely to the direction and control of the Subcontractor. If the status of the Subcontractor as independent contractor is challenged by any entity at any time, Subcontractor hereby agrees to indemnify and hold THE COUNTY OF RIVERSIDE harmless, as to cost of defense and liability, from any and all claims, causes of action, charges, lawsuits, and tax assessments including penalties and interest, and/or any other potential liability. If, for any reason, Subcontractor is deemed not to be an independent contractor, Subcontractor agrees to pay any and all taxes, penalties, interest or other withholding obligations or assessments imposed on COUNTY OF RIVERSIDE based on compensation paid or received under this Agreement. AND, Subcontractor shall pay COUNTY OF RIVERSIDE's reasonable costs and attorneys fees incurred in the enforcement of this indemnity provision in any administrative, judicial, non-judicial, arbitration, or any other proceeding. This indemnity provisions shall survive the termination of this Agreement. Subcontractor shall pay, when and as due, any and all taxes incurred as a result of Subcontractor's compensation. Subcontractor may perform services for, or be employed by, any additional persons, or companies as Subcontractor sees fit during the term of this Agreement.

**4. Conditions Precedent to Execution of This Agreement.** Subcontractor shall provide copies of the following documents to COUNTY OF RIVERSIDE upon request: (i) Proof of insurance if required by COUNTY OF RIVERSIDE in accordance with Section 10 of this Agreement and (ii) completed IRS W-9 Tax ID Form.

**5. Time Performance.** The term of this Agreement shall commence on July 1, 2015 to June 30, 2016 with two (2) one-year renewal options unless earlier terminated pursuant to this Agreement. Said term is subject to the provisions herein.

**6. Services to be Provided by the Subcontractor.** Subcontractor shall perform the services described in Exhibit A. All work is subject to COUNTY OF RIVERSIDE approval. Failure to receive approval may result in withholding compensation under this Agreement. Subcontractor shall continue to perform its responsibilities under this Agreement during any dispute as to approval of work. The personnel specified below are considered to be essential to the work being performed under this Agreement. Prior to terminating or diverting any of the specified individuals to other programs, the Subcontractor shall notify COUNTY OF RIVERSIDE reasonably in advance and shall submit justification (including proposed substitution) in sufficient detail to permit COUNTY OF RIVERSIDE to evaluate the impact on the program from such changes in personnel. The list of Key Personnel may be amended to add or delete personnel by written approval from COUNTY OF RIVERSIDE. Key Personnel for this contract are:

Cathy Senderling-McDonald  
Christiana Smith  
Sarah Jimenez  
Assmaa Elayyat

**7. Subcontractor's Duties and Obligations.** Subcontractor shall use its best efforts to perform the services described in this Agreement. Subcontractor shall not make any false, misleading or unauthorized representations to any person or entity concerning COUNTY OF RIVERSIDE and/or its operations, activities and programs, Subcontractor's relationship with COUNTY OF RIVERSIDE or any other material matter related to COUNTY OF RIVERSIDE and/or the subject of this Agreement. Subcontractor shall promptly pay its vendors for all expenses, supplies, materials or other services required to perform under this Agreement and shall not cause COUNTY OF RIVERSIDE to incur any charge, expense or obligation therefor and no reimbursement will be made except as provided in this Agreement. Subcontractor and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for the Subcontractor's performance of this Agreement and shall pay any fees required therefor. Subcontractor shall immediately notify COUNTY OF RIVERSIDE of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents. Subcontractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations and orders of the United States and the State of California.

**8. Subcontractor's Representations.** Subcontractor represents that it has the expertise, experience, qualifications, skill, knowledge and ability to perform the services described in this Agreement in a professional manner, without the direct advice, control, or supervision of COUNTY OF RIVERSIDE, that it acknowledges that COUNTY OF RIVERSIDE is relying on these representations and that Subcontractor's failure to do so shall constitute a material breach of this Agreement.

**9. Subcontractor's Indemnities.** Subcontractor indemnifies, defends and holds harmless COUNTY OF RIVERSIDE and its Agencies, Districts, Special Districts and Departments, and their respective officers, directors, Board of Supervisors, elected and appointed officials, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that COUNTY OF RIVERSIDE may incur or suffer and that result from, or are related to any breach or failure of Subcontractor to properly perform any of the services, representations, warranties and agreements contained in this Agreement. AND, Subcontractor shall pay COUNTY OF RIVERSIDE's costs and attorneys fees incurred in the enforcement of this indemnity provision in any administrative, judicial, non-judicial, arbitration, or any other proceeding. This provision shall survive the termination of this Agreement.

**10. Subcontractor's Insurance.** During the term of this Agreement and without limiting Subcontractor's indemnification of COUNTY OF RIVERSIDE, Subcontractor shall provide and maintain at its own expense insurance fully covering Subcontractor and the activities under this Agreement. All such insurance shall be obtained from brokers or carriers

admitted and authorized to transact insurance business in California. Evidence of insurance shall be submitted to and approved by COUNTY OF RIVERSIDE upon request. Subcontractor's insurance shall be primary and shall not call on COUNTY OF RIVERSIDE for contributions. Subcontractor's failure to procure or maintain the required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which COUNTY OF RIVERSIDE may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect COUNTY OF RIVERSIDE's interests and pay any and all premiums in connection therewith.

**11. Compensation and Method of Payment.** COUNTY OF RIVERSIDE shall pay to the Subcontractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed the maximum sum set forth in Exhibit A. No payment or any installment thereof shall be due or payable unless and until Subcontractor submits an itemized, detailed invoice to COUNTY OF RIVERSIDE's satisfaction listing all services provided for which payment is sought no later than the thirtieth (30<sup>th</sup>) calendar day of the month following the month in which the services were provided and the work or services for which payment is sought have been approved and accepted by COUNTY OF RIVERSIDE. This invoice shall be accompanied by documentation to support the payment requested. No payment shall be due or payable and COUNTY OF RIVERSIDE shall not be obligated to make any payment notwithstanding any performance by Subcontractor if funding provided to COUNTY OF RIVERSIDE is terminated. It is understood that COUNTY OF RIVERSIDE makes no commitment to fund this Agreement beyond the terms set herein.

**12. Applicable Law, Interpretations and Enforcement.** This Agreement shall be enforced and interpreted under the laws of the State of California. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable the validity of the remaining portions of provisions shall not be affected. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California.

**13. Conflict of Interest.** Subcontractor represents that in entering into this Agreement none of its directors, officers, employees, or agents is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family or business.

**14. Rights to Data.** The parties agree that COUNTY OF RIVERSIDE is the owner of all information and material developed in the course of the performance of this Agreement and is free to copyright material or to permit others to do so. COUNTY OF RIVERSIDE shall have unlimited rights to any data first produced or delivered under this Agreement. COUNTY OF RIVERSIDE agrees to share all of the material developed under this Agreement with all other California Counties.

**15. Defaults.** Should the Subcontractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, COUNTY OF RIVERSIDE reserves the right to (a) Reduce the total budget; (b) Make any changes in the general scope of this Agreement; (c) Suspend operations; or (d) Terminate the Agreement. COUNTY OF RIVERSIDE may suspend all or part of the operations for failure by the Subcontractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

**16. Termination of Agreement.** COUNTY OF RIVERSIDE may terminate this Agreement and be relieved of any obligation to make any payment under this Agreement should the Subcontractor fail to perform the requirements of this Agreement at the time and in the manner provided. In the event of such termination COUNTY OF RIVERSIDE may proceed with the work in any manner it deems proper. All costs to COUNTY OF RIVERSIDE therefor shall be deducted from any sum otherwise due the Subcontractor under this Agreement. COUNTY OF RIVERSIDE may withhold any payments due to the Subcontractor until such time as the exact amount of any damages that may be due to COUNTY OF RIVERSIDE from the Subcontractor is determined. The foregoing shall also apply to termination and the end of the term or upon completion of the performance of this Agreement. Either party may terminate this Agreement at any time for breach or for any or no reason by giving written notice to the other party. Termination shall be effective immediately if notice is given by personal delivery, facsimile or Email or two (2) days from deposit of the notice in the U.S. Mail or with a courier service. This Agreement shall terminate automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) death of either party, (d) lack of funding or change in the funding, structure or business activities of COUNTY OF RIVERSIDE. Unless otherwise provided in this Agreement, in the event of termination of this Agreement the parties shall have no further obligations to

each other except that Subcontractor shall be entitled only to compensation actually earned by Subcontractor for satisfactory performance of the services described in this Agreement prior to the date of termination, subject to actual receipt by COUNTY OF RIVERSIDE of the services described in the Agreement and Subcontractor's satisfactory and substantial performance of the terms and conditions of this Agreement and any credit, set-off or reductions due COUNTY OF RIVERSIDE.

17. **Attorney Fees.** In any action at law, in equity, or arbitration if necessary to enforce or interpret any term of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and necessary expenses related to such proceedings in addition to any other relief to which it may be entitled.

18. **Severability.** In the event any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the other provisions of this Agreement shall remain in full force and effect.

19. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreement, negotiations or conversations previously existing between the parties with respect to the subject matter of this Agreement. No change, modification, alteration or extension of this Agreement shall ever be effective unless made in writing and duly signed by parties hereto. The terms of this Agreement are intended by the parties as a final, integrated expression of their agreement with respect to those terms and they may not be contradicted by evidence of any prior agreement or of any contemporaneous agreement.

20. **Non-Assignment.** This Agreement shall insure to the benefit of and bind the successors and assigns of COUNTY OF RIVERSIDE. Subcontractor acknowledges that this Agreement and the performance of the services described in this Agreement are personal and not subject to assignment by Subcontractor and such assignment is expressly prohibited.

21. **Waiver of Covenants, Conditions or Remedies.** The waiver by one party of the performance of any covenant, condition or promise under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant, condition or promise under this Agreement. The waiver by either or both parties of the time for performing any act under this Agreement shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provision in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

22. **Further Acts.** Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. The parties each represent that the persons signing this Agreement on their respective behalf is duly authorized and empowered to bind such party.

24. **Confidentiality.** The Subcontractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Subcontractor shall be considered and kept confidential by the Subcontractor, its staff, agents, employees and volunteers. The Subcontractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact,



or the identities or any identifying characteristics or information with respect to any and all participants referred to the Subcontractor by COUNTY OF RIVERSIDE.

Subcontractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Subcontractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

IN WITNESS WHEREOF, COUNTY OF RIVERSIDE and the Subcontractor have caused this Agreement to be executed by their duly authorized representatives as of the date first stated above.



COUNTY OF RIVERSIDE

COUNTY WELFARE DIRECTORS ASSOCIATION OF CALIFORNIA

By \_\_\_\_\_  
Signature

By Frank Mecca  
Signature

Marion Ashley, Chair, Board of Supervisors

Frank Mecca, Executive Director

\_\_\_\_\_  
Date

11-25-15  
Date

FORM APPROVED COUNTY COUNSEL

BY: Eric Stopher 12/1/15  
ERIC STOPHER DATE

or the identities or any identifying characteristics or information with respect to any and all participants referred to the Subcontractor by COUNTY OF RIVERSIDE.

Subcontractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Subcontractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

IN WITNESS WHEREOF, COUNTY OF RIVERSIDE and the Subcontractor have caused this Agreement to be executed by their duly authorized representatives as of the date first stated above.

COUNTY OF RIVERSIDE

COUNTY WELFARE DIRECTORS ASSOCIATION OF CALIFORNIA

By Marion Ashley  
Signature

By Frank Mecca  
Signature

Marion Ashley, Chair, Board of Supervisors

Frank Mecca, Executive Director

DEC 15 2015  
Date

11-25-15  
Date

FORM APPROVED COUNTY COUNSEL

BY: Eric Stopher 12/1/15  
ERIC STOPHER DATE

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]  
DEPUTY

## EXHIBIT A

### SCOPE OF WORK and SCHEDULE OF COMPENSATION

The County Welfare Directors Association of California (CWDA) has been selected by COUNTY OF RIVERSIDE to provide ongoing support related to Health Care Reform for COUNTY OF RIVERSIDE and all California Counties

This project will begin July 1, 2015, with a scope of work and compensation schedule as outlined below.

#### **CWDA agrees to complete the following deliverables:**

1. Provide policy support conference calls on an as-needed basis on which COUNTY OF RIVERSIDE and all California counties are provided the latest policy and statewide automation system information, ask questions regarding Health Care Reform (HCR) implementation, and share best practices for improving customer service.
2. Monitor California Healthcare Eligibility, Enrollment and Retention System (CalHEERS) performance, proposed changes, development, testing and deployment in order to provide input on behalf of COUNTY OF RIVERSIDE and all California counties on priorities for system changes, ensure that functionality effectively supports the eligibility staff of COUNTY OF RIVERSIDE and all California counties and results in correct eligibility determination for customers.
3. Coordinate operations with Covered California seeking early opportunities to provide early input into planning with the goal of evolving to a joint service delivery approach that effectively serves both Medi-Cal and Advanced Payments of Premium Tax Credit (APTC) customers.
4. Produce and/or facilitate the development of materials to assist COUNTY OF RIVERSIDE and all California counties to effectively provide health coverage to eligible customers. Examples may include desk aids, training materials, refresher training and tool kits.
5. Develop talking points, sample media pitches, template commentary or various materials such as fact sheets or other tools for COUNTY OF RIVERSIDE and all California counties to convey the county role in health care, the Affordable Care Act (ACA) and other health coverage initiatives as opportunities arise, including as it relates to state and federal legislative, and budget-related developments to various audiences, including the community, Boards of Supervisors and local media.
6. Coordinate with the Department of Health Care Services and Covered California on outreach activities happening throughout the state and keeping COUNTY OF RIVERSIDE and other counties informed of those activities, as well as assisting in facilitation of partnership between the state entities and counties.
7. Participate in coalition-building and outreach/awareness groups, such as with The California Endowment, to join in statewide (ACA) and other coverage/outreach campaigns, including campaigns related to other federal and state legislative and budget initiatives, and ensuring that the role and pathway of COUNTY OF RIVERSIDE and all California counties is well understood and represented; facilitating connections between statewide campaigns, grassroots level contacts and county social service agency outreach coordinator contacts.
8. Submit to COUNTY OF RIVERSIDE, by the 15<sup>th</sup> of each month, monthly written report of activities performed pursuant to this agreement.

#### **Compensation**

COUNTY OF RIVERSIDE agrees to provide compensation up to \$287,875 as follows:

1. \$23,989.58 per month for the period of July 1, 2015 – June 30, 2016. Payment will be issued upon receipt of a monthly invoice accompanied by a report of activities performed during the month;
2. Payments will be issued within 30 days for receipt of an invoice and satisfactory submission of the deliverables outlined above.

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Ho /ms from Bn'H

**Address:** Northern Mead Valley  
(only if follow-up mail response requested)

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Agenda #** 3-26

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

\_\_\_\_\_ **Support**      ✓ \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**  
*until reviewed by  
Tax payors*

**I give my 3 minutes to:** \_\_\_\_\_

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.