

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.23
(MT 7626)

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the recommendation from Department of Public Social Services regarding Three-Year Agreement with the County Welfare Directors Association of California for Health Care Reform Support, Without Seeking Competitive Bids, All Districts, is deleted.

Roll Call:

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on September 11, 2018 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: September 11, 2018
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: _____

Deputy

AGENDA NO.
3.23

xc: DPSS

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



ITEM
3.23
(ID # 7626)

MEETING DATE:

Tuesday, September 11, 2018

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Three-Year Agreement with the County Welfare Directors Association of California for Health Care Reform Support, Without Seeking Competitive Bids, All Districts. [Total Cost \$604,536, up to \$60,454 in additional compensation - Federal 50%, State 50%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Board Chairman to sign agreement #AA-03854 with the County Welfare Directors Association of California for Health Care Reform Support, covering the period July 1, 2018 through June 30, 2021, for a total amount not to exceed \$604,536, allocated as follows: \$302,268 in FY 18/19, \$201,512 in FY 19/20, and \$100,756 in FY 20/21.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on availability of funding and as approved by County Counsel, to: sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

ACTION: Policy


Susan Von Zabern, Director of Public Social Services 7/10/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$302,268	\$201,512	\$ 604,536	\$0
NET COUNTY COST	\$ 0	\$	\$ 0	\$0
SOURCE OF FUNDS: Federal 50%, State 50%			Budget Adjustment:	No
			For Fiscal Year:	18/19-20/21

C.E.O. RECOMMENDATION: Approve.

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 the ongoing implementation of the Affordable Care Act and related policy and programmatic changes on behalf of California's 58 counties, CWDA continues to engage with both the Department of Health Care Services and Covered California on a regular basis. 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. This specifically includes participation in the governance structure for the California Healthcare Eligibility Enrollment and Retention System (CalHEERS) computer system, providing input into changes to improve system functionality for county staff/customers and ensuring the interaction with the county SAWS systems is functional.

It is critically important for counties to be immersed in the decisions being made; CWDA, with 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.

The arrangement between Riverside County and CWDA has been in place since 2012 and is expected to be a necessary mechanism for ongoing support for all counties.

Impact on Residents and Businesses

This agreement provides Riverside County direct input into delivery of Health Care services for existing and potential DPSS clients, ultimately ensuring better accessibility and support for Riverside County clientele.

Additional Fiscal Information

This agreement is composed of 50% federal and 50% state funds and was budgeted through the normal County budget process, as such, no budget adjustment is necessary.

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

Description:	FY 18/19	FY 19/20	FY 20/21	Total
Total Cost	\$302,268	\$ 201,512	\$100,756	\$604,536

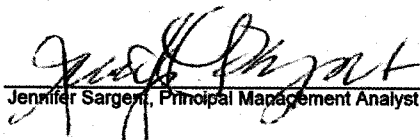
Contract History and Price Reasonableness

The year-one annual cost for this contract is \$302,268, with the maximum reimbursement amount reduced by one-third each year thereafter. The agreement is brought forward by Riverside County on behalf of all counties in California, as Riverside County is one of the few using a state-approved direct-charge methodology, enabling the cost to be fully-charged to Medi-Cal, which is 100 percent 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 different operational issues are addressed. This is the most direct mechanism and ensures all counties have adequate support for changes associated with health care reform.

ATTACHMENTS:

ATTACHMENT A. Sole Source Justification

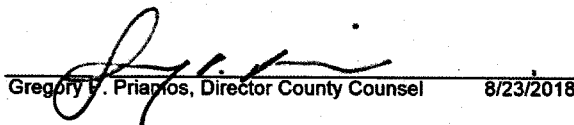
ATTACHMENT B. Agreement #AA-03854 for Health Care Reform Services


Jennifer Sargent, Principal Management Analyst

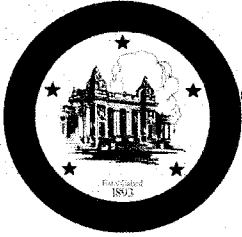
8/31/2018


Teresa Summers, Director of Purchasing

8/8/2018


Gregory P. Priapos, Director County Counsel

8/23/2018



MEMORANDUM

RIVERSIDE COUNTY COUNSEL

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE

DATE: August 23, 2018
TO: Kecia Harper-Ihem, Clerk of the Board
FROM: Danielle D. Maland, Deputy County Counsel
RE: Agreement (2) for September 11, 2018 Board Agenda
MT #7626

Enclosed please find the following document (s) for an item to be set on the September 11, 2018 Board Agenda for the Riverside County Department of Public Social Services:

MinuteTraq Item #7626– Form 11 (for reference)

Agreement AA-03854

DDM:rm
Attachment

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



ITEM

(ID # 7626)

MEETING DATE:

Tuesday, September 11, 2018

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: PUBLIC SOCIAL SERVICES: Ratify and Approve Agreement #AA-03854 for Health Care Reform Support with the County Welfare Directors Association of California, for three years, without seeking competitive bids, All Districts [Total Cost \$604,536; up to \$60,454 in additional compensation - Federal Funding: 50%; State Funding: 50%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Agreement #AA-03854 for Health Care Reform Support with the County Welfare Directors Association of California for the period of July 1, 2018 through June 30, 2021 for a total amount not to exceed \$604,536 as follows: \$302,268 in FY 18/19, \$201,512 in FY 19/20, and \$100,756 in FY 20/21, and authorize the Chairman of the Board to sign the agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding, and as approved by County Counsel to: sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

ACTION: Policy


Susan Von Zabern, Director of Public Social Services 7/18/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$302,268	\$201,512	\$ 604,536	\$0
NET COUNTY COST	\$ 0	\$	\$ 0	\$0
SOURCE OF FUNDS: Federal 50%, State 50%			Budget Adjustment:	No
			For Fiscal Year:	18/19-20/21

C.E.O. RECOMMENDATION: [CEO use]

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 the ongoing implementation of the Affordable Care Act and related policy and programmatic changes on behalf of California's 58 counties, CWDA continues to engage with both the Department of Health Care Services and Covered California on a regular basis. 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. This includes, in particular, participation in the governance structure for the California Healthcare Eligibility Enrollment and Retention System (CalHEERS) computer system, providing input into changes to improve system functionality for county staff and customers, and ensuring the interaction with the county SAWS systems is functional.

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 has been in place since 2012 and is expected to be a needed mechanism for ongoing support for all counties.

Impact on Residents and Businesses

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

Additional Fiscal Information

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

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 18/19 budget; no budget adjustment is necessary.

Description	FY 18/19	FY 19/20	FY 20/21	Total
Total Cost	\$302,268	\$ 201,512	\$100,756	\$604,536


Contract History and Price Reasonableness

The annual cost for this contract will be \$302,268 in year one with the maximum reimbursement amount reduced by 1/3 each year thereafter. 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 support the changes associated with health care reform.

ATTACHMENTS:

ATTACHMENT A. Sole Source Justification

ATTACHMENT B. Agreement #AA-03854 for Health Care Reform Services


Teresa Summers, Director of Purchasing 8/8/2018

AGREEMENT AA-03854

FOR HEALTH CARE REFORM SUPPORT

This Agreement AA-03854 for Health Care Reform Support ("Agreement") is made and entered into by and between COUNTY OF RIVERSIDE, a political 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
Megan Gamble, Communications and Outreach Manager

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, unless otherwise stated in this Agreement. 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 person or 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. 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, 2018 and continue through June 30, 2021, unless terminated earlier 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
Megan Gamble
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. 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, and 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 shall indemnify, defend, and holds harmless the 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 (individually and collectively hereinafter referred to as Indemnitees) 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 services of Subcontractor its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. Subcontractor shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such omissions

or services. 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 Subcontractor shall 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 (30th) 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. COUNTY OF RIVERSIDE obligation for payment of this Agreement beyond the current fiscal year end (June 30th) is contingent upon and limited by the availability of COUNTY OF RIVERSIDE funding from which payment can be made. No legal liability on the part of the COUNTY OF RIVERSIDE shall arise for payment beyond June 30th of each calendar year, notwithstanding any performance by Subcontractor, unless funds are made available for such payment. It is understood that COUNTY OF RIVERSIDE makes no commitment to fund this Agreement beyond the terms set herein. Each claiming period shall consist of a calendar month claiming period. Subcontractor invoice estimates for May and June are due no later than the 5th of June. Actual Subcontractor invoices for May and June are due no later than the 30th of July.

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. Subcontractor covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct, or indirect, which would conflict in any manner or degree with Subcontractor's performance under this Agreement. Subcontractor further covenants that no person having any such interest shall be employed or retained by Subcontractor under this Agreement. The Subcontractor agrees to inform the COUNTY OF RIVERSIDE of all the Subcontractor's interests, if any, which are or may be perceived as incompatible with the COUNTY OF RIVERSIDE's interests.

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 compensation amount; (b) Make any changes in the scope of work 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 at all 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

Chuck Washington, Chairman, Board of Supervisors

Frank Mecca, Executive Director

Date

8/8/18
Date

FORM APPROVED COUNTY COUNSEL
BY: Danielle D. Maland
DANIELLE D. MALAND
DATE 8/12/18

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, 2018, 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 30th calendar day of the month following the month in which the services are provided, monthly written reports of activities performed pursuant to this Agreement.

Compensation

COUNTY OF RIVERSIDE agrees to provide compensation annually for three (3) fiscal years as follows:

1. \$302,268.00 to be split into 12 monthly payments for the period of July 1, 2018 – June 30, 2019. Payment will be issued upon receipt of a monthly invoice accompanied by a report of activities performed during the month.
2. \$201,512.00 to be split into 12 monthly payments for the period of July 1, 2019 – June 30, 2020. Payment will be issued upon receipt of a monthly invoice accompanied by a report of activities performed during the month.

3. \$100,756.00 to be split into 12 monthly payments for the period of July 1, 2020 – June 30, 2021. Payment will be issued upon receipt of a monthly invoice accompanied by a report of activities performed during the month.
4. Payments will be issued within 30 days for receipt of an invoice and satisfactory submission of the deliverables outlined above.