



Yolanda Baldovinos
Interim, Agency Director

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April 1, 2008

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: Approval of a funding and time extension amendment to the current Standard Services Agreement with Exemplar Human Services LLC for the continuation of proprietary data evaluation and reporting services utilizing CalWORKs Information Network (CalWIN) employment/eligibility state software system

RECOMMENDATION:

It is recommended that your Board:

- Approve and authorize the President of the Board to sign and execute an amendment to the Standard Services Agreement PO 6448, Procurement Contract # 1421, with Exemplar Human Services LLC, (Principals: Andrew Bush, CEO; Prashant Doshi, President; Location: Austin, TX), for an increase of \$275,130 for a new total of \$695,130 and an extension of the current contract term of June 18, 2007 through May 15, 2008 for an additional 13.5 months for a new term ending June 30, 2009 for continued data evaluation and reporting services.
- Approve an appropriation and revenue increase of \$275,130 to the FY 2007-08 Agency budget to fund the amendment as indicated in the attached financial recommendation.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve and authorize an amendment to the current contract with Exemplar Human Services LLC to increase the maximum funding award from \$420,000 to \$695,130 and to extend the contract term for an additional thirteen and one-half months from the period of May 16, 2008 to June 30, 2009. On June 12, 2007 (File No. 22174, Item No. 4), your Board approved a maximum funding amount of \$420,000 and a contract term ending date of May 15, 2008 for provision of specific data evaluation and reporting services (extracted from CalWIN data) which included performance management reports as well as tools, techniques and training to Employment Services core staff. The additional amount and extended contract term is needed to continue these services so that the Work Participation Rate of CalWORKs Welfare-to-Work clients can continue to increase, thereby reducing the likelihood of Federal penalties.

Line staff and managers now depend upon Exemplar's engagement and related analytical reports to achieve their goals. Since September 2007, 3,788 CalWORKs Welfare-to-Work participants have been identified as "not engaged" in a required work activity. These participants have now been placed in the correct component or are receiving other necessary services.

In addition to the services already provided, continued utilization of the Exemplar data, reports and management tools will allow the Employment Services Department to fulfill the following outcomes in the

extended period of time: 10% unengaged case reduction rate per month during FY 2008/09; reduction of banked cases by 75% during FY 2008/09.

The additional funding will also provide more SSA staff with direct access to Exemplar's new web-based system by July 1, 2008. Since the CalWIN State reporting system is still not capable of providing these specific reports, data analyses and other tools that are needed to manage client engagement (now essential with the federal work participation rates), SSA is beginning the procurement process for a business intelligence system that can meet these needs in the future. An extension of the Exemplar contract will provide the continuity that is needed during the development of the SSA business intelligence system.

SELECTION CRITERIA/PROCESS:

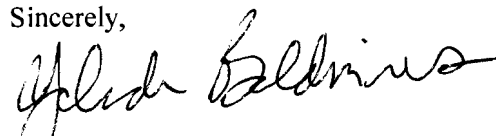
On June 12, 2007 (File No. 22174, Item No. 4), your Board approved the current contract with Exemplar. This contract amendment recommendation is driven by current and continuing Agency needs and objectives, as well as the mandated state and federal CalWORKs/Temporary Assistance for Needy Families (TANF) eligibility and reporting requirements. Based on the proprietary nature of the successfully utilized services, SSA's immediate need to comply with Federal/State mandates, and lengthy time period needed to complete a formal procurement process, the Agency is requesting your Board's approval and authorization to execute this amendment agreement.

To comply with County procurement protocol, Business Outreach and Compliance Office (BOCO) has approved a Request to Use Non-SLEB/Non-Local Vendor (# 95) on April 15, 2008. In addition, GSA Purchasing has waived the competitive procurement process by approving a Sole Source Waiver on June 8, 2007 (Proprietary Software under exception Section V.A.). No response was received during the mandatory advertising outreach process.

FINANCING:

Funding is available because Alameda County's final CalWORKs allocation exceeded the amount anticipated in the MOE budget. The additional authorization is needed to update and increase current approved level of appropriation. There is no impact to net County cost.

Sincerely,



Yolanda Baldovinos
Interim Agency Director

Attachment: One set of completed Standard Agreements/Contract Amendment documents (5) for Board President's signature and execution.

c: Auditor-Controller
County Administrator
County Counsel

FINANCIAL RECOMMENDATION

AGENDA DATE: 5/13/2008

Subject of Board Letter:

Approval of a funding and time extension amendment to the current Standard Services Agreement with Exemplar Human Services LLC for the continuation of proprietary data evaluation and reporting services utilizing CalWORKs Information Network (CalWIN) employment/eligibility state software system

BY: 2008

FUND: 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
320100	456010	00000		275,130
ORG TOTAL				<u>275,130</u>

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$275,130

The increase (decrease) in appropriations, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
320100	610000	00000		275,130
ORG TOTAL				<u>\$275,130</u>

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$275,130

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Exemplar Human Services, LLC, (“Contractor”) with respect to that certain agreement entered by them on June 18, 2007 (referred to herein as the “Contract”) pursuant to which Contractor provides proprietary data evaluation and reporting services to County.

County and Contractor agree as follows:

- 1) For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
- 2) The term of the Agreement is currently scheduled to expire on May 15, 2008. As of the Effective Date, the term of the Agreement is extended through June 30, 2009.

In consideration for Contractor’s additional services, the County shall pay Contractor in an amount not to exceed two hundred seventy-five thousand, one hundred thirty dollars (\$ 275,130.00). As a result of these additional services, the amount has increased from four hundred twenty thousand dollars (\$ 420,000.00) to six hundred ninety-five thousand, one hundred thirty dollars (\$ 695,130.00) over the term of the Agreement.

- 3) Exhibits A and B have modifications that reflect the extended term of the contract, dates thereof and revised service agreement. (See amended Exhibits A-1 and B-1 attached.)

4) DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this First Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principles:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;

 - 2. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

- 5) Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

**EXHIBIT A-1
AMENDED SCOPE OF WORK
(as of 5/16/08)**

Contractor: **Exemplar Human Services, LLC**
 Amended Contract Term: **6/18/07 to 6/30/09**
 Amended Contract Amount: **\$695,130.00**

Background:

The Employment Services Department of the Social Service Agency is entering into an amended contract with Exemplar Human Services, LLC to continue the purchase of specific CalWIN data evaluation and reporting services based upon a proprietary program and software design detailed in Exhibit A of the 6/18/07 standard agreement.

For the period of January 2008 to May 15th, 2008, Exemplar provided Alameda County Employment Services with already contractually agreed upon services in Exhibit A including management engagement status reports, longitudinal analyses, and management design/consulting. Additional staff training was given in February 2008.

The specific services provided Alameda County the appropriate tools and data that are needed in order to minimize potential financial penalties on Alameda County regarding the work participation rate in the CalWORKs program. In addition, it provides information, tools, tracking, and data trend analyses in order to support, enhance and measure the performance of CalWORKs employment services.

Amended Services (May 16, 2008 to June 30, 2009):

Exemplar Human Services will provide a new web-based Engagement Matrix™ Analytic Service that represents significantly enhanced functionality and flexibility for Alameda County over the manually generated reports that Alameda County is now utilizing. The enhanced web-based, subscription service will enable the Alameda County Employment Services Department to access and utilize key performance management outcome data related to their operations at all levels of the organization – from the agency director to the front-line worker.

Specifically, Exemplar will receive and process extract files from CalWIN containing key engagement data such as case/individual identifiers, activity history, and activity profiles to create and provide the following:

- Engagement Status reports by unit, district, and county-wide;
- Longitudinal analyses that show how specific engagement categories, e.g. the unengaged, progress over time, by district and county-wide;
- Worklists for specific engagement categories, e.g. Unengaged Cases by unit, employed cases, etc.;
- Access to Alameda County for 25 users.

In addition, an Exemplar team member will present and discuss the results to the Alameda County SSA-designated management team on a monthly basis, to commence in May 16, 2008 and end in June 2009.

Service	Description	Number of Users
Gold Engagement Matrix Service	<ul style="list-style-type: none"> • Web service • 1 visit on-site per month • 2 days functional support per month via phone/email 	25

**EXHIBIT B-1
CONTRACT PAYMENT TERMS
(as of 5/16/08)**

Contractor: **Exemplar Human Services, LLC**
 Amended Contract Term: **6/18/07 to 6/30/09**
 Amended Contract Amount: **\$695,130.00**
 (Please see Exhibit A-1 for details concerning the deliverables.)

Terms and Conditions of Payment:

- For the delivery of services specified in Exhibit A-1, attached hereto, Contractor shall submit one invoice for payment covering services from 5/16/08 to 6/30/09 as set forth below:
 - One installment of -----**\$275,130**-----invoice due-----June 1, 2008

Service	Description	Number of Users	Monthly Price	TOTAL for 13½ months: 5/16/08 – 6/30/09
Gold Engagement Matrix Service	<ul style="list-style-type: none"> • Web service • 1 visit on-site per month • 2 days functional support per month via phone/ e-mail 	25	\$ 20,380	\$ 275,130

- The term of this amended agreement is extended for the period of 5/16/08 to 6/30/09.
- The Social Services Agency Contract Liaison will review and approve the invoice. The County shall process the invoice submitted for reimbursement by the contractor within ten (10) working days of receipt of invoice.

Reporting Requirements:

- Contractor will provide the Social Services Agency with the monthly reports, services and deliverables as specified in Exhibit A-1.

Invoicing Procedures:

- Contractor shall invoice SSA after the contract is approved and encumbered as specified in Exhibit B-1 above. Contractor shall submit an original invoice with details of services, signed and dated (in blue ink) by the authorized designee. The invoice should be sent to:
 - Alameda County Social Services Agency
 - Diane DeVore-Farrugia, Contracts Liaison
 - SSA/Contracts Office
 - 2000 San Pablo Avenue, 4th Floor
 - Oakland CA 94612

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D <u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: <u>County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</u> 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to the Contracts Office (2000 San Pablo Ave. 4th floor, Oakland, CA 94612) 	

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
4/8/2008

PRODUCER SOUTHERLAND & ASSOCIATES 5300 Bee Cave Rd. BLDG 3 Ste 200 Austin, TX 78746 (512) 329-0108		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Exemplar Human Services, LLC 13308 Country Trails Lane Austin, TX 78732		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Travelers Indemnity Co.	
		INSURER B: United States Liability	
		INSURER C: Standard Fire Ins. Co.	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	ADDITIONAL INSTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PACP4716L03A	06/27/07	06/19/08	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA4720L945	06/19/07	06/19/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTODONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	ICUB 6228L79-6	09/17/07	06/19/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER Professional E&O	SP1013310	06/11/07	06/11/08	\$1,000,000 Per Claim/Agg \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Management Consulting Services

CERTIFICATE HOLDER

Alemeda County
 Social Services Agency
 Attn Martin Torow, Contracts Manager
 Contracts Office
 2000 San Pablo Ave. 4th Floor
 Oakland, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

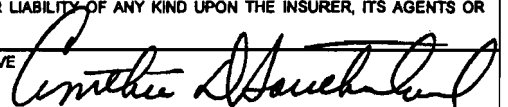


EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.


Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Exemplar Human Services LLC

PRINCIPAL: Andrew Bush

TITLE: CEO

SIGNATURE: 

DATE: 15 April 2008



Search - Current Exclusions

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- > Multiple Names
- > Exact Name and SSN/TIN
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- > Nonprocurement Codes

Agency & Acronym Information

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- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Exemplar Human Services, LLC
SSN/TIN

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Archive Search - Past Exclusions

-
-
- > Advanced Archive Search
 - > Multiple Names
 - > Recent Updates

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
 1-866-472-3757