

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment I, is made and entered into this 24th day of March, 2020, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as “COUNTY,” and **Public Consulting Group, Inc.**, a Massachusetts corporation, whose address is 148 State Street, Tenth Floor, Boston MA 02109, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-18-123, effective April 1, 2018, for ongoing consulting services and training for the COUNTY’s Service Center/Client Needs-Based Service Delivery Model ensuring a consistent level of service across all Service Center offices and support with future projects through its Department of Social Services (DSS); and

WHEREAS, the parties wish to extend the term of the Agreement for an additional twelve (12) month period; and

WHEREAS, COUNTY desires continued consultant services for its Call Center/Ongoing and Data Management areas due to changes with departmental restructuring and ongoing projects; and

WHEREAS, the parties desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. That COUNTY Agreement No. A-18-123, Page One (1), Section Two (2) (Term), beginning with Line Twenty-Two (22), with the word “The” and ending on Page One (1), Line Twenty-Three (23) with the number “2020.”, be deleted and the following inserted in its place:

“The term of this Agreement shall be for a period of three (3) years, commencing on the 1st day of April, 2018 through and including the 31st of March, 2021.”

2. That COUNTY Agreement No. A-18-123, Page Two (2), Section Four (4) (Compensation), beginning with Line Twenty-Two (22), with the word “For” and ending on Page Three (3), Line Twenty (20) with the word “days.”, be deleted and the following inserted in its place:

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1 “For actual services provided as identified in the terms and conditions of this Agreement,
2 including Revised Exhibits A and B, COUNTY agrees to pay CONTRACTOR and CONTRACTOR
3 agrees to receive compensation in accordance with Revised Exhibit B. Mandated travel shall be
4 reimbursed based on actual expenditures and mileage reimbursement shall be at CONTRACTOR’s
5 adopted rate per mile, not to exceed the IRS published rate. Payment shall be made upon certification
6 or other proof satisfactory to COUNTY’s DSS that services have actually been performed by
7 CONTRACTOR as specified in this Agreement.

8 In no event shall services performed under this Agreement during the period April 1, 2018
9 through March 31, 2020 be in excess of One Million Two Hundred Ninety-Two Thousand Five
10 Hundred Twenty-Eight and No/100 Dollars (\$1,292,528). In no event shall services performed under
11 this Agreement during the period April 1, 2020 through March 31, 2021 be in excess of Three
12 Hundred Fifty-Six Thousand One Hundred Thirty-Two and No/100 Dollars (\$356,132). The
13 cumulative total of this Agreement shall not be in excess of One Million Six Hundred Forty-Eight
14 Thousand Six Hundred Sixty and No/100 Dollars (\$1,648,660.00). It is understood that all expenses
15 incidental to CONTRACTOR’s performance of services under this Agreement shall be borne by
16 CONTRACTOR.

17 Except as provided below regarding State payment delays, payments by COUNTY shall be in
18 arrears, for services provided during the preceding month, within forty-five (45) days after receipt,
19 verification and approval of CONTRACTOR’s invoices by COUNTY’s DSS. If CONTRACTOR
20 should fail to comply with any provision of this Agreement, COUNTY shall be relieved of its
21 obligation for further compensation. All final claims and / or any final budget modification requests
22 shall be submitted by CONTRACTOR within sixty (60) days following the final month of service for
23 which payment is claimed. No action shall be taken by COUNTY on claims submitted beyond the
24 sixty (60) day closeout period. Any compensation which is not expended by CONTRACTOR
25 pursuant to the terms and conditions of this Agreement shall automatically revert to COUNTY.

26 The services provided by CONTRACTOR under this Agreement are funded in whole or in part
27 by the State of California. In the event that funding for these services is delayed by the State
28 Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment
shall not exceed the amount of funding delayed by the State Controller to COUNTY. The period of

1 time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of
2 payment to COUNTY plus forty-five (45) days."

3 3. That the existing COUNTY Agreement No. A-18-123, Page Six (6), Section Ten (10)
4 (Insurance), beginning with Line Sixteen (16), with the word "Without" and ending on Page Eight (8),
5 Line Fourteen (14) with the word "better.", be deleted and the following inserted in its place:

6 "Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any
7 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
8 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
9 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

10 A. Commercial General Liability

11 Commercial General Liability Insurance with limits of not less than Two Million
12 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million
13 Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis.
14 COUNTY may require specific coverages including completed operations,
15 products liability, contractual liability, Explosion-Collapse-Underground, fire
16 legal liability or any other liability insurance deemed necessary because of the
17 nature of this contract.

18 B. Automobile Liability

19 Comprehensive Automobile Liability Insurance with limits of not less than One
20 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property
21 damages. Coverage should include any auto used in connection with this
22 Agreement.

23 C. Professional Liability

24 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
25 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with
26 limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three
27 Million Dollars (\$3,000,000.00) annual aggregate.

28 D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the
California Labor Code.

1 Additional Requirements Relating to Insurance

2 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance
3 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
4 additional insured, but only insofar as the operations under this Agreement are concerned. Such
5 coverage for additional insured shall apply as primary insurance and any other insurance, or
6 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and
7 not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall
8 not be cancelled or changed without a minimum of thirty (30) days advance written notice given to
9 COUNTY.

10 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
11 employees any amounts paid by the policy of worker's compensation insurance required by this
12 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may
13 be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation
14 under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

15 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
16 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
17 foregoing policies, as required herein, to the County of Fresno, DSS, PO BOX 1912, Fresno,
18 California, 93718-1912, Attention: Andrew Cervantes, stating that such insurance coverage have been
19 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
20 responsible for any premiums on the policies; that for such worker's compensation insurance the
21 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees
22 any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy;
23 that such Commercial General Liability insurance names the County of Fresno, its officers, agents and
24 employees, individually and collectively, as additional insured, but only insofar as the operations under
25 this Agreement are concerned; that such coverage for additional insured shall apply as primary
26 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
27 employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's
28 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty

1 (30) days advance, written notice given to COUNTY.

2 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
3 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
4 Agreement upon the occurrence of such event.

5 All policies shall be issued by admitted insurers licensed to do business in the State of
6 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.
7 rating of A FSC VII or better.”

8 4. That all references in existing COUNTY Agreement No. A-18-123 to Exhibit A shall be
9 changed to read “Revised Exhibit A,” which is attached hereto and incorporated herein by this
10 reference.

11 5. That all references in existing COUNTY Agreement No. A-18-123 to Exhibit B shall be
12 changed to read “Revised Exhibit B,” which is attached hereto and incorporated herein by this
13 reference.

14 6. COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend
15 Agreement No. A-18-123 and, that upon execution of this Amendment I, the original Agreement and
16 Amendment I, shall together be considered the Agreement.

17 The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,
18 conditions and promises contained in this Agreement not amended herein shall remain in full force
19 and effect. This Amendment I shall become effective upon execution on the day first written
20 hereinabove.

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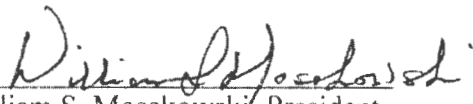
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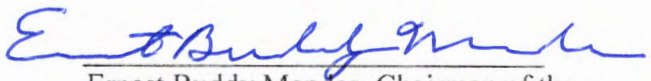
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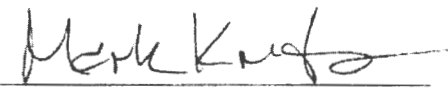
1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement as
2 of the day and year first hereinabove written.
3

4 **CONTRACTOR:**
5 **Public Consulting Group, Inc.**

COUNTY OF FRESNO

6 
7 William S. Mosakowski, President
8 Public Consulting Group, Inc.


Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

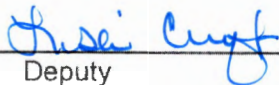
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10 Mark R. Kmetz, Assistant Secretary
11 Public Consulting Group, Inc.

12
13 Mailing Address:

14 148 State Street, Tenth Floor
15 Boston, MA 02109
16 Phone No.: (617) 717-1084
Contact: Brian Howells

17 **ATTEST:**

18 Bernice E. Seidel,
19 Clerk of the Board of Supervisors
20 County of Fresno, State of California

21 By: 
22 Deputy

23 Fund/Subclass: 0001/10000
24 Organization: 56107001
25 Account/Program: 7295

26
27 DEN:ac
28

Summary of Services

ORGANIZATION: Public Consulting Group, Inc.
CONTACT: Brian Howells
ADDRESS: 148 State Street, Tenth Floor
Boston, MA 02109
TELEPHONE: (617) 717-1084
SERVICE: Service Center Consultation and Program Assessments

PROJECT DESCRIPTION: Public Consulting Group, Inc. (Contractor) is to provide consulting services for continued support of the Service Center/Client Needs-Based Service Delivery Model for the County of Fresno (County), Department of Social Services (Department). Contractor will provide consulting services and training for other specified projects, which include the assessment and improvement of the Welfare-To-Work (WTW) program, General Relief (GR) program, and consultation support for the Department's Staff Development & Training section. Contractor shall be responsible to provide the services set forth below, and as set forth in Revised Exhibit B. In providing these services, Contractor personnel hours worked are limited to a cumulative 50 hour work week per person.

A. General Contractor Project Management

1. During the period April 1, 2018 through March 31, 2020, Contractor shall consult on-site in the metropolitan Fresno Area (and rural sites, if needed) two (2) weeks each month, at a minimum of three (3) days per week. During the period April 1, 2020 through March 31, 2021, Contractor shall consult on-site in the metropolitan Fresno area (and rural sites, if needed) once (1) per month for at least three (3) consecutive days. Additional consulting services can be conducted offsite through the use of technology, including teleconference, video conference, etc.
2. Contractor shall update work progress and direction with Department's Deputy Directors and/or project managers at weekly intervals during the period April 1, 2018 through March 31, 2020 and at monthly intervals during the period April 1, 2020 through March 31, 2021 via conference call or in-person meetings. Contractor is to provide a status report of progress against contract deliverables and timeframes to project managers as requested.

3. Contractor shall present project updates on-site in summary form on a monthly basis or at the Department's discretion to the Department's Executive team.
4. For WTW, GR, Staff Development, and Service Center excluding the call center and ongoing areas, Contractor shall develop a continuing operations plan with Department management by March 31, 2020, to allow for transition of project management functions to the Department effective March 31, 2020.
5. For all other areas, Contractor shall develop a continuing operations plan with Department management by March 31, 2021, to allow for transition of project management functions to the Department effective March 31, 2021.
6. Contractor shall provide invoices and supporting documentation monthly to the Department.
7. For WTW, GR, Staff Development, and Service Center excluding the call center and ongoing areas, Contractor shall provide all deliverables by March 31, 2020. If Contractor needs additional time to fulfill any contract deliverable, Contractor shall send a written request to the Department detailing reason for delay, measures taken to address delay, and updated delivery schedule. Department will evaluate request and work with Contractor to arrive at mutually agreeable resolution. In no event shall a deliverable deadline be extended beyond March 31, 2020.
8. For all other areas, Contractor shall provide all deliverables by March 31, 2021. If Contractor needs additional time to fulfill any contract deliverable, Contractor shall send a written request to the Department detailing reason for delay, measures taken to address delay, and updated delivery schedule. Department will evaluate request and work with Contractor to arrive at mutually agreeable resolution. In no event shall a deliverable deadline be extended beyond March 31, 2021.

B. Service Center Project Management and Ongoing Operations Support

1. Services
 - a. Contractor shall participate in and support monthly Department program committee meetings. Contractor shall coach and develop committee leads to prepare meeting agendas, create and update project plans, identify best practices, and work with Program staff to develop ideas to improve Service Center outcomes.
 - b. Contractor shall assess current CalFresh, Medi-Cal, and CalWORKs Service Center operations with an emphasis on the Call Center and its performance compared to other call centers. Contractor shall conduct workflow analysis, evaluate the effectiveness of current business practices and service delivery practices, and assist Department management in defining and prioritizing business process issues.

- c. Contractor shall identify gaps in technology, business processes, differences in business practices among offices, and areas in need of improvement.
 - d. Contractor shall facilitate standardization of business processes and use of best practices.
 - e. Contractor shall provide continued project management support and guidance to ensure planned objectives are accomplished, with the goal of transitioning to Department management effective March 31, 2021.
- 2. Deliverables
 - a. Contractor shall report findings, updates, analysis of historical data, timelines, and progress in written format with specific recommendations and justifications to Deputy Directors and/or project managers.
 - b. Contractor shall provide implementation plan for business process improvement in a series of logical steps achievable over a flexible period of time (including timeline, milestones, deliverables, and activities if requested by project manager). Contractor shall provide contingencies for adjustment of time periods.
 - c. Contractor shall provide recommendations for restructuring Call Center/Ongoing committees and workgroups in line with the Department's reorganization.

C. Data Management Support

- 1. Services
 - a. Contractor shall participate in and support monthly Deputy Director/Program Manager Operational Reports meeting.
 - b. Contractor shall coach senior management and supervisors on the use of data to support data driven decision-making. Provide group and one-on-one coaching on use of reports including: Task Management Combined Report, Appointment Status Report, Call Center Combined Report, Lobby Traffic Analytics, etc.
 - c. Contractor shall work with Department's Operations Research & Reporting group to review and analyze current management reports, provide recommendations on additional data needs, and help develop new reports if needed.
- 2. Deliverables
 - a. Contractor shall develop a recommendations document for a Command/Operations Center, including performance measures for supporting data-driven decision making. Document must be developed in

collaboration with the Department's Operations Research & Reporting group.

- b. Contractor shall work with the Department's Operations Research & Reporting group to develop recommendations and implementation support documents for the Department's Unified Workload Management initiative.
- c. Contractor shall provide recommendations to help resolve roles, governance, processes, and tools for the Operations Research & Reporting group in relation to other areas of the Department to facilitate efficient operation and management.

D. Welfare-To-Work (WTW) Program Assessment and Process Improvement Support

1. Services

- a. Contractor shall perform a comprehensive assessment of current operations, identify gaps in business processes, and identify areas of improvement such as work participation rates and client access.
- b. Contractor shall assist with incorporating WTW within existing Service Center meeting structure and/or establish WTW committees on assessment of needs.
- c. Contractor shall work with Operations Research & Reporting to review and analyze additional data needs and help develop new reports if needed.

2. Deliverables

- a. Contractor shall complete a three (3) month WTW assessment. Work with Department staff to determine final assessment requirements and necessary oversight requirements. WTW assessment will be done concurrently with GR assessment. Report findings in written format with specific recommendations and justification to Deputy Directors and/or project managers.
- b. Contractor shall provide an implementation plan for business process improvements the month following the conclusion of the WTW assessment in a phased approach achievable over a flexible period of time (include timeline, milestones, deliverables, and activities). The plan shall provide contingencies for adjustment of time periods.

E. General Relief (GR) Program Assessment and Process Improvement Support

1. Services

- a. Contractor shall perform a comprehensive assessment of current operations, identify gaps in business processes, and identify areas of improvement.

- b. Contractor shall assist with incorporating GR within existing Service Center meeting structure and/or establish GR-specific committees based on assessment of needs.
 - c. Contractor shall work with Operations Research & Reporting to review and analyze current GR management reports, provide recommendations on additional data needs, and help develop new reports if needed.
2. Deliverables
- a. Contractor shall complete a three (3) month GR assessment. GR assessment will be done concurrently with the WTW assessment in a phased approach achievable over a flexible period of time (include timeline, milestones, deliverables, and activities). The plan shall provide contingencies for adjustment of time periods.

F. Staff Development and Training Support

1. Services
- a. Contractor shall work with Staff Development to create a Service Center training curriculum including customer service training.
 - b. Contractor shall work with Staff Development to conduct “Train the Trainer” sessions, familiarizing Staff Development trainers with the curriculum and its delivery.
 - c. Contractor shall conduct initial training class for newly developed training curriculum, after which training shall transition to Staff Development.
 - d. Contractor shall provide facilitation, coaching, training, and support for senior management and supervisory staff on data-driven decision making and managing/supervising in a Service Center environment.
2. Deliverables
- a. Contractor shall facilitate and develop a plan for Department and staff communication with a focus on preparing and supporting individuals and teams in making organizational change.
 - b. Contractor shall deliver Service Center training plan and develop a transition plan to Staff Development.

County shall be responsible for the following:

- A. Meet with Contractor as often as needed for project coordination, problems/issue resolution, information sharing and review, and monitoring of deliverables.

- B. Provide an on-site work station (cubicle, phone, and computer) at a County office in the metro Fresno area.

Budget

ORGANIZATION: Public Consulting Group, Inc.
CONTACT: Brian Howells
ADDRESS: 148 State Street, Tenth Floor
 Boston, MA 02109
TELEPHONE: (617) 717-1084
SERVICE: Service Center Consultation and Program Assessments

Services Provided April 1, 2018 through March 31, 2020:	Total Estimated Hours per Month	Months	Hourly Rate (TBD)	Total Hours	Total Cost
General Project Management	20 hrs. per month	24	\$220	480 hrs.	\$105,600
Service Center Project Management and Ongoing Operations Consulting Support	90 hrs. per month	24	\$220	2,160 hrs.	\$475,200
Data Management Consulting Support	20 hrs. per month	24	\$220	480 hrs.	\$105,600
Welfare-to-Work (WTW) Program Assessment and Process Improvement Consulting Support	Assessment: 125 hrs. per month	3	\$220	795 hrs.	\$174,900
	Consulting Support: 20 hrs. per month	21			
Staff Development & Training Consulting Support	20 hrs. per month	24	\$220	480 hrs.	\$105,600
General Relief Assessment and Process Improvement Consulting Support	Assessment: 115 hrs. per month	3	\$220	765 hrs.	\$168,300
	Consulting Support: 20 hrs. per month	21			
Travel	Travel at cost				\$157,328
Total:		24		5,160 hrs.	\$1,292,528

Services Provided April 1, 2020 through March 31, 2021:	Total Estimated Hours per Month	Months	Hourly Rate	Total Hours	Total Cost
General Project Management	10 hrs. per month	12	\$220	120 hrs.	\$26,400
Service Center Project Management and Ongoing Operations Consulting Support	90 hrs. per month	12	\$220	1,080 hrs.	\$237,600
Data Management Consulting Support	20 hrs. per month	12	\$220	240 hrs.	\$52,800
Travel	Travel at cost				\$39,332
Total:		12		1,440 hrs.	\$356,132